AGENDA
REGULAR MEETING OF THE BANNING CITY COUNCIL, AND THE CITY COUNCIL SITTING AS THE BANNING UTILITY AUTHORITY
CITY OF BANNING
BANNING, CALIFORNIA

August 27, 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 – Deacon Bob Pawling Mountain Avenue Baptist Church
- Pledge of Allegiance
- Roll Call – Council Members Happe, Peterson, Wallace, Mayor Pro Tem Andrade and Mayor Welch

II. AGENDA APPROVAL

III. PRESENTATION

None

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:

1. Request to Appoint One (1) Council Member to the Budget & Finance Committee **11**
2. Request to Appoint Two (2) Members to the CDBG AD-HOC Committee **13**
3. Request to Appoint One (1) Planning Commissioner **17**

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 20: 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 – 7/9/2019 Minutes (Closed Session) **33**
2. Approval of Special Meeting – 7/9/2019 Minutes (Workshop) **35**
3. Approval of Regular Meeting – 7/9/2019 Minutes **99**
4. Approval of Special Meeting – 7/30/2019 Minutes (Closed Session) **121**
5. Approval of Special Meeting – 8/7/2019 Minutes..... **125**
6. Receive and File Contracts Approved Under the City Manager's Signature Authority for the Month of June and July 2019 ..... **135**
7. Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of June 2019 ..... **139**
8. Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of July 2019..... **173**
9. Receive and File Cash, Investments and Reserve Report for the Month of June 2019 ..... **201**
10. Receive and File Cash, Investments and Reserve Report for the Month of July 2019 ..... **207**
11. Receive and File Public Works Capital Improvement Project Tracking List for June & July 2019 ..... **213**

12. Adopt Resolution No. 2019-101, Approving the Third Amendment to the Contractual Services Agreement with Siemens Industry, Inc. for Two Additional Years Beginning September 1, 2019 and Ending August 31, 2021 and Increasing the Agreement Amount to Establish a not- to-exceed Budget of $25,000 for Each Year.. ..... **217**

13. Receive and File Police Department Statistics for June and July 2019 ... **273**

14. Receive and File Fire Department Statistics for June and July 2019 ..... **277**

15. Ordinance No. 1543 - An Ordinance of the City Council of the City of Banning, California, Approving the Zone Change 18-3503 to Allow the Rezoning of 7.04 Acres of Land from Low Density Residential (LDR) to High Density Residential (HDR) for the Associated Development of an 80-Unit Apartment Complex. (APN's 534-283-011, 534-283-014).
(Second Reading and Adoption) **295**

16. Ordinance No. 1548 - An Ordinance of the City Council of the City of Banning, California, Approving the Zone From General Commercial (GC) to Industrial (I) and to the Industrial Zoning District for Property located 200 South Eighth Street and 679 West Lincoln Street (APNs:540-220-0130 and 540-220-007).
(Second Reading and Adoption) **315**

17. Ordinance No. 1549 - An Ordinance of the City Council of the City of Banning, California, Amending Chapter 15.76 of the Banning Municipal Code Updating Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program to include a Process for WRCOG Calculation and Collection of Fees Under the Program, and Making a Determination of Exemption Under the California Environmental Quality Act (CEQA).
(Second Reading and Adoption) **348**

18. Ordinance No. 1550, An Ordinance and Resolution of the City Council of the City of Banning, California, Providing for Public Works Contracting Pursuant to the Uniform Public Construction Cost Accounting Act, Establishing Dollar Thresholds for Required Approvals of Those Contracts, and Making a Determination of Exemption Under the California Environmental Quality Act (CEQA).
(Second Reading and Adoption) **371**

19. Adopt Resolution No. 2019-96, Approving an Addendum to Agreement for the Purchase of Real Property at 1909 E. Ramsey Street (APN: 532-120-011) **391**

20. Adopt Resolution Rejecting all Bids for the Invitation for Bid (IFB) No. 19-043, Dysart Park Fencing Project **467**

VII. PUBLIC HEARINGS

None

VIII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

REPORT BY CITY ATTORNEY

REPORT BY CITY MANAGER

REPORT OF OFFICERS

1. Adopt Resolution No. 2019-95, Approving Draft Employment Agreement for Administrative Services Director Jennifer Christensen. **645**
   (Staff Report – Douglas Schulze, City Manager)

Recommendation: Staff recommends that the City Council: Authorize City Manager to enter into an Employment Agreement with Jennifer Christensen

2. Discuss and Consider Adopting Resolution 2019-PCL, "Approving the City of Banning Electric Utility Power Content Label for Calendar Year 2018 and Accepting for Review the California Energy Commission's Renewables Portfolio Standard Verification Results Report for Compliance Period 2 (2014-2016)."..... **667**
   (Staff Report – Jim Steffens, Power Resources Manager)

Recommendation(s): Staff recommends that the City Council: 1) Adopt Resolution PCL approving the City of Banning Electric Utility ("Utility") Power Content Label for Calendar Year 2018, attached herewith as Exhibit "A" to Attachment 1; 2) Authorize the Electric Utility Director, or his or her designee, to disseminate the information included on the Power Content Label to the Utility's customers in compliance with the requirements of Senate Bill 1305 and Assembly Bill 162; and 3) Accepting for review the California Energy Commissions' Renewables Portfolio Standard ("RPS") Verification Results Report for Compliance Period 2 (2014-2016) ("Report"), attached herewith as Exhibit "B" to Attachment 1.

3. Adopt Resolution No. 2019-99, Authorizing the Police Department to Use Innovative Emergency Equipment to Equip Three New Police Patrol Vehicles with Emergency Equipment in an Amount not-to-exceed $34,020 Under Riverside County Contract No. #SHARC-005516-006-09/19. ..... **685**
   (Staff Report – Matthew Hamner, Chief of Police)

Recommendation: Staff recommends that the City Council: Adopt Resolution 2019-99, Authorizing the police department to utilize Innovative Emergency Equipment to outfit three new patrol vehicles with emergency equipment, in

an amount not-to-exceed $34,020, under Riverside County Contract #SHARC-005516-006-09/19. The project amount includes a 5% contingency.

4. Adopt Resolution No. 2019-102, Awarding a Five (5) Year Professional Services Agreement to Wells Fargo Bank for Government Banking Services **727**
(Staff Report – Suzanne Cook, Interim Administrative Services Director)

Recommendation(s): Staff recommends that the City Council: 1) Awarding a Five (5) Year Professional Services Agreement for Government Banking Services to Wells Fargo Bank; 2) Authorize the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for Government Banking Services; 3) Authorizing the City Manager or his designee to execute the Professional Services Agreement with Wells Fargo Bank; 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.

5. Adopt Resolution, Approving: Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the City of Banning and Banning Utility Authority; the Capital Improvement Program for Fiscal year 2019-2020; the Gann Limit (Appropriations Limit) Fiscal Year 2019-2020; and amending the Classification and Compensation Plan **1239**
(Staff Report – Suzanne Cook, Interim Administrative Services Director)

Recommendation(s): Staff recommends that the City Council: 1) Adopt Resolution No. 2019-__ approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the City of Banning; 2)Adopt Resolution No. 2019-__ UA approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the Banning Utility Authority; 3)Adopt Resolution No. 2019-__ approving the Gann Limit for Fiscal Year 2019-2020; and 4) Adopt Resolution No. 2019-__ amending the Classification and Compensation Plan.

6. Adopt Resolution No. 2019-100, Approving a Professional Services Agreement with Webb & Associates for the Preparation of CEQA Documentation and Environmental Services for the Ivy Substation. **1427**
(Staff Report – Brandon Robinson, Associate Electrical Engineer)

Recommendation(s): Staff recommends that the City Council: 1) Approve a Professional Service Agreement with Webb & Associates, in an amount of $46,600 with a contingency of $4,660 (10%), for a total amount not-to-exceed $51,260 for the preparation of CEQA documentation and environmental services for the Ivy Substation; and 2) Authorize the City Manager to execute the Professional Services Agreement with Webb & Associates for Fiscal Year 2019/2020 for the preparation of CEQA documentation and environmental services for the Ivy Substation.

7. Resolution 2019-98, Directing Staff to complete the Southern California Edison (SCE) – Combined System Impact and Facilities Study for Banning Electric Utility's (BEU) Stagecoach Substation. **1539**

(Staff Report – Tom Miller, Electric Utility Director)

Recommendation(s): Staff recommends that the City Council: 1) Discussion and possible action concerning the completion of a Combined System Impact and Facilities Study and Agreement between Banning Electric Utility (BEU) and Southern California Edison (SCE); and 2) Adopt Resolution No. 2019-98, directing staff to complete the SCE Combined System Impact and Facilities Study at a cost of $70,000 and execute the agreement between the entities.

8. Resolution 2019-SATEC - Data Analytics Installation and Implementation. **1555**

(Staff Report – Tom Miller, Electric Utility Director)

Recommendation(s): Staff recommends that the City Council: 1) Approving the expenditure of funds from the Electric Improvement Fund in the amount not to exceed $109,975 for Data Analytics Software Platform, Professional Services, Cloud Services provided by SATEC, and Annual Maintenance Support as set forth in SATEC, Inc. Pricing Summary Quote #00003037; 2) Approving a ten percent (10%) contingency to the AMR/AMI Smart Grid Project not to exceed $3,000,000 in total with project and contingency; and 3) Authorize City Manager and the Banning Electric Utility director to negotiate a Professional Services Agreement and all related documents between the City, on behalf of Banning Electric Utility, and SATEC, Inc.

9. Adopt Resolution No. 2019-106, Awarding a Construction Agreement for Project No. 2014-16, 'Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" to Hardy & Harper, Inc. of Santa Ana, CA (STPL 5214 (011)) in the Amount of $239,000, Establishing a Total Project Budget of $262,900, Which Includes a 10% Contingency and Rejecting all Other Bids. **1593**

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

Recommendation(s): Staff recommends that the City Council: 1) Award a Construction Agreement for the Ramsey Street Rehabilitation Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" ("Project") to Hardy & Harper Inc. of Santa Ana, California in the amount of $239,000 and a 10% contingency in the amount of $23,900 for a total project budget of $262,900 and rejecting all other bids; 2) Authorize the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for the Project and to approve Change Orders within the 10% contingency; 3) Authorize the City Manager or his designee to execute the Construction Agreement with Hardy & Harper Inc. of Santa Ana, CA; and 4) Authorize the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

10. Adopt Resolution No. 2019-104, Awarding a Professional Services Agreement to KWC Engineers, Inc. for the Design of Drainage and Street Improvements at the Intersection of Ramsey Street and Sunset Avenue, in the Amount of $45,210, Which Includes a 10% Contingency. **1607**

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

Recommendation(s): Staff recommends that the City Council: 1) Award a Professional Services Agreement for the design of drainage and street improvements at the intersection of Ramsey Street and Sunset Avenue to KWC Engineers, Inc. in the amount of $41,100 and authorizing an additional 10% contingency ($4,110) for a total amount of $45,210; 2) Authorize the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for the design of drainage and street improvements at the intersection of Ramsey Street and Sunset Avenue; 3) Authorize the City Manager or his designee to execute the Professional Services Agreement with KWC Engineers, Inc. of Ontario, California in the amount of $45,210; and 4) Authorize the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

11. Discuss and Consider Options for the City's Compressed Natural Gas Fueling Facility and Authorize the Public Works Department to take the Necessary Steps to Move Forward with the Selected Option **1765**

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

Recommendation: Staff recommends that the City Council: Discuss and consider options for the City's Compressed Natural Gas (CNG) Fueling Facility and authorize the Public Works Department to take the necessary steps to move forward with the selected option.

12. Adopt Resolution 2019-14 UA, Approving the Purchase of Automatic Metering Infrastructure (AMI) Water Meters, Communications Equipment, Software and Hardware from Zenner USA in the Amount of $1,619,100.94; Approving the Purchase of Seba Leak Sensors from WCT Products, Inc. in the Amount of $16,618.50; Approving the Purchase of Hydro Generators and PRV Flowmeters from Cla-Val in the Amount of $71,875.00; and Approving a Blanket Purchase Order with Core & Main for the Purchase of Meter Boxes and Lids in an Amount Not-to-Exceed $456,482.88, for a Total Smart Water Meter Conversion Project Budget of $2,164,077.32..... **1791**

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

Recommendation(s): Staff Recommends that the Banning Utility Authority: 1) Approve the Purchase of AMI Water Meters, Communications Equipment, Software and Hardware from Zenner USA in the Amount of $1,619,100.94; Approving the Purchase of Seba Leak Sensors from WCT Products, Inc. in the Amount of $16,618.50; Approving the Purchase of Hydro Generators and PRV Flowmeters from Cla-Val in the amount of $71,875.00; and Approving a Blanket Purchase Order with Core & Main for the Purchase of Meter Boxes and Lids in an Amount Not-to-Exceed $456,482.88, for a total Smart Water Meter Conversion Project Budget of $2,164,077.32. 2) Authorizing the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the purchases that are part of the Smart Water Meter Conversion Project, within the respective approved amounts. 3) Authorizing the City Manager to execute any license agreement, non-disclosure agreement, or

professional service agreement as may be required by the vendors listed above as part of the Smart Water Meter Conversion program.

13. Adopt Resolution No. 2019-13 UA, of the Banning Utility Authority, Approving Amendment No. 3 to the Agreement fro Water and Wastewater Laboratory Testing Services with Babcock Laboratories, Inc. for Fiscal Year 2019/2020 ..... **1811**

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

Recommendation(s): Staff recommends that the Banning Utility Authority: Adopt Attached Resolution No. 2019-13 UA: 1) Approving Amendment No. 3 to the Agreement for Water and Wastewater Analytical Testing Services with Babcock Laboratories, Inc. of Riverside, CA in the amount of $60,000 for Fiscal Year 2019/2020. 2) Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for laboratory analytical testing services. 3)Authorizing the City Manager to execute the Professional Services Agreement with Babcock Laboratories, Inc. of Riverside, CA for laboratory analytical testing services

14. Adopt Resolution No. 2019-97, Approving Amendment #9 to Agreement for Contractual Services Between the City of Banning and Romo Planning Group. **1823**

(Staff Report – Adam Rush, Community Development Director)

Recommendation: Staff recommends that the City Council: Adopt Resolution 2019-97, approving a one-year extension to an existing Agreement for Contractual Services between the City of Banning and Romo Planning Group to provide Planning and Environmental Support services for the City of Banning through June 30, 2020 and amending the agreement to include additional compensation for additional services in an amount not to exceed $249,600.00.

15. Review of City Council's Draft Letter Response to the Riverside County Grand Jury's Report entitled, "2018-2019 Civil Grand Jury 'City of Banning Council and City Manager Relationship'. **1837**

(Staff Report – Kevin G. Ennis, City Attorney)

Recommendation: Staff recommends that the City Council review the draft letter to Judge John W. Vineyard of the Riverside County Superior Court that provides the City Council's response to the 2018 - 2018 Riverside County Grand Jury Report, which letter is attached to this agenda report as Attachment 1. The City Council is requested to provide comments to draft letter to City Staff as to additions, deletions, revisions and other editorial changes to the draft letter. If the letter is approved as is or with minor corrections at this meeting, it will be readied for signature by the Mayor and sent out. If the letter requires substantial changes, it will be revised and then brought back for final review and approval by the City Council at the September 10, 2019 City Council meeting.

IX. DISCUSSION ITEM

None

CITY COUNCIL – Next Meeting, September 10, 2019, 5:00 p.m.

X. ITEMS FOR FUTURE AGENDAS

1. Website Redesign
2. Wildfire Mitigation Plans
3. 553 E. Ramsey Receivership

XI ADJOURNMENT

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

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

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

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

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **August 27, 2019**

SUBJECT: **Appointment of City Council Member to the Budget and Finance Committee**

RECOMMENDED ACTION:

Make a motion to appoint Council Member David Happe to serve on the Budget and Finance Committee.

BACKGROUND:

Council Member Peterson notified Mayor Welch of his resignation from the Budget and Finance Committee. As a result, a member of the City Council will need to be appointed to fill the vacancy. The term of the appointment will be until the City Council reorganizes in January 2021.

FISCAL IMPACT:

Not Applicable.

OPTIONS:

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

Approved by:

Douglas Schulze
City Manager

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CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
DATE:	**August 27, 2019**
SUBJECT:	**Request to Appoint Two Members to the CDBG AD-HOC Committee**

RECOMMENDED ACTION:

The Community Development Department requests the City Council appoint a committee at the August 27, 2019 meeting, consisting of a least two members from the City Council and the Economic Development Manager, to review and recommend FY 2020/2021 Community Development Block Grant ("CDBG") program applications.

Below is a schedule of important dates that are necessary in order to ensure that the City meets Riverside County Economic Development Agency's application deadline.

Schedule

- **August 27, 2019** – Council to appoint ad hoc committee.
- **August 15-September 16, 2019** – Thirty day application period
  - Application period is announced through a variety of media applications
- **September 17, 2019** – CDBG applications due to the City.
- **October 1-3, 2019 -** Committee review of applications.
- **October 22, 2019** – FY 20-21 applications – Council consideration and approval.
- **November 12, 2019** – Approved FY 20-21 applications, resolution due to the EDA.

BACKGROUND:

The CDBG program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs that is federally funded by the U.S. Department of Housing and Urban Development ("HUD"). The CDBG program provides annual grants on a formula basis to 1209 general units of local government and States.

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation.

Eligible Activities

- Economic Development
- Job Development
- Youth Services
- Senior Programs
- Health Services
- Public Safety Programs
- Neighborhood Revitalization
- Municipal Services
- Code Enforcement
- Transportation Services
- Housing Assistance/First Time Buyers
- Community Centers
- Workforce Development Centers
- Child Care Centers
- Senior Centers
- Health Facilities
- Sheriff/Fire Stations
- Flood and Drainage Facilities
- Water/Sewer Improvements
- Demolition
- Street Improvements/Sidewalks
- Homeless Centers

CDBG-funded projects **must** satisfy one of three national program objectives:

- Provide a benefit to low and moderate income persons,
- Prevent or eliminate slums and blight, or
- Meet other urgent community development needs due to natural disasters or other emergencies.

FISCAL IMPACT:

There is no fiscal impact associated with this recommendation or City Council Action.

Approved by:

Douglas Schulze
City Manager

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CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Adam B. Rush, Community Development Director

MEETING DATE: August 27, 2019

SUBJECT: Planning Commission Appointment

RECOMMENDATION:

Discuss and consider selecting a candidate to fill a vacated position on the Planning Commission.

BACKGROUND:

The Planning Commission ("Commission") consists of five (5) members appointed by the City Council. The Commissioners each serve a four year term, which is intended to stagger every two (2) years concurrent with the City's elections. Due to the recent resignation of Commissioner James Price, an unfilled position exists; this position will expire in February of 2023, along with one other position.

Government Code 54974 requires that the vacancy be posted for a minimum of ten days. The vacancy was advertised on the City's website starting June 19, 2019 and application forms were made available at the City Hall counter and in the City Council Chamber. Additionally, a press release was sent to the Record Gazette, the Patch, and the Press Enterprise on June 19th. Information posted on the City's social media multiple times. The final date to submit an application was Friday, July 19, 2019 at 5:00 P.M.

The Deputy City Clerk received three applications (Attachment 1) from the following candidates: Frank Diaz, Alberto Sanchez, and Sandra Reid.

The Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code (Attachment 2). The Commission's two main functions are to review land development applications for compliance with the Zoning Code and to

make recommendations to the City Council regarding large projects and changes to the General Plan or Zoning Ordinance.

OPTIONS:

The City received three applications to fill the vacant Planning Commissioner positions. The City Council may:

1. Appoint one of the three applicants in accordance with section 2.28.020 of the Banning Municipal Code; or,
2. The City Council may reject all applications and direct the City Clerk to re-advertise the vacancy.

ATTACHMENTS:

1. Planning Commission Applications
2. Chapter 2.28 of the Banning Municipal Code

Approved by:

Douglas Schulze, City Manager

ATTACHMENT 1

Planning Commission Applications

RECEIVED
9:45AM
JAN 10 2019
BY City Clerk's Office

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board you are applying for: **PLANNING COMMISSION**

Name: Frank Diaz

Email Address: [redacted]

Address: [redacted] Banning Ca 92220

Telephone Numbers: Home _____ Cell [redacted]

If employed, where do you work and what is your position?

Fountain Valley School District - Operations Supervisor

Length of residence in Banning 2yr 3months

Are you a registered voter in Banning? Yes X No _____

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

My background relevant to the duties of the post are as follows:
Education - High school diploma with 38units of college general education.
Work Exper.- 24yrs in Facilities, Maintenance & Operations. 17yrs experience as a Manager/Director of K-12 education departments of 30 - 280 staff. I also have extensive knowledge of D.S.A, O.P.S.C. requirements. I have experience with "Design/Bid/Build" and "Lease-lease" projects, and working with contractors and architects, labor negotiations, bond oversight.
Civic Involvement - Volunteer with Habitat for Humanity. Banning School District "District Parent Advisory Committe" (DPAC).

What types of major issues should this committee or board deal with?

The types of major issues the committee should deal with are:
* Building and economic growth in residental or unincorporated areas.
* Zoning for residents or business.
* Modernization or capital improvement projects
* Community and business input in the growth of the city.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

The specific problem facing the committee and how I feel it might be resolved is:

Problem - The specific problem is rapid growth of a small town, with a rich history in the state.

Solution - Proper planning with specific care values of balancing history of the city with the changing economic growth of the state.
Proper planning should not only include structual, engineering and environmental laws but also include a plan for long-term sustainability and use.

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the City of Banning. You will also need to be fingerprinted, pass a background investigation and attend a brief orientation session at City Hall to explain the role of commissioners on Wednesday, January 9, 2019 from 4:00 p.m. to 4:30 p.m.

Please return to: City Clerk's Office
City of Banning
99 E. Ramsey Street
P. O. Box 998
Banning, CA 92220

RETURN BY: **January 11, 2019**
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 1/9/19 Signed: Frank D

RECEIVED
JUL 10 2019
City of Banning
City Clerk's Office

COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board you are applying for: **PLANNING COMMISSION**

Name: Alberto A. Sanchez

Email Address [redacted]

Address: [redacted] Banning CA. 92220

Telephone Numbers: Home Cell [redacted]

If employed, where do you work and what is your position?
Longchamp, Cabazon CA, Assistant Store Manager

Length of residence in Banning 18 years
Are you a registered voter in Banning? Yes X No

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

I am 31 years old, graduated from Banning High School, I received a Bachelors of Science in Business from the University of Redlands. I have received a Masters of science in Information Technology from University of Redlands. I have spent my entire adult life living in Banning and working either in the Retail Industry or Hospitality Industry. I am an avid reader of news and politics, and I believe that research is key to a committee like this. The way that my high school education I participated in many volunteer projects for the community.

What types of major issues should this committee or board deal with?

Major issues regarding new and old developments in the city. An in depth look of every project being presented to the committee for approval.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

The city of Banning is small ~~with~~ with a lot of growth ahead, some problems facing the committee would be to ensure projects are done with the citizens of Banning in mind to ensure city policies are upheld with development of the city.

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the City of Banning. You will also need to be fingerprinted, pass a background investigation. You may be subject to attending a brief orientation session at City Hall to explain the role of commissioner prior to your formal appointment.

Please return to: City Clerk's Office
City of Banning
Att: Deputy City Clerk
99 E. Ramsey Street
P. O. Box 998
Banning, CA 92220

RETURN BY: **July 15, 2019**
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 06-27-2019 Signed: _____

RECEIVED
JUL 18 2019
City Clerk's Office of Banning

STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board you are applying for: **PLANNING COMMISSION**

Name: SANDRA REED

Email Address: [redacted]

Address: [redacted], BANNING, CA. 92220

Telephone Numbers: Home 951-797-3364 Cell [redacted]

If employed, where do you work and what is your position?
1. MARIA's HOME CARE AGENCY, 951-218-5007 (Professional CAREGIVER)
2. IHSS-IN HOME SUPPORT SERVICES, 888-960-4477 (Professional Caregiver)

Length of residence in Banning 6YRS (SINCE MAY 2013)

Are you a registered voter in Banning? Yes ✓ No _____

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

1. EDUCATION - WINNFIELD SR. HIGH, WINNFIELD, LA, (GED)
2. College - Grambling St. Univ, Grambling, LA., (1 YR)
3. Copper Mtn College, Joshua Tree, CA., (DESIGN AND Art Courses) 2012-2013
4. President OF THE NORTH PARK Neighborhood Association in San Bdo, CA. (90's), ?6mos
5. ORGANIZED "MAJOR Street Clean Up" IN THE COMMUNITY IN WINNFIELD, LA. through Winnfield City Hall, ? 2014
6. ? 2005 - WINNFIELD, LA Newspaper Article featuring My Residental Clean-Up Contributions. "I WAS THE benefactor for several young teen-age boys and girls to participate in the residental clean-up, and to teach them ... and earn income for the summer.

v Bio - Sketch
* Continued
* Volunteer for Carols Kitchen, Cabazon ? 2013

What types of major issues should this committee or board deal with?

1. Employment - Companies like Amazon Distribution Will provide many jobs. v City wide
2. Homeless Housing + Pass Ordinances - No grocery carts strolling, etc. Anti Help - Signs & Soliciting.
3. As a Volunteer Planning Commissioner - Organize major fundraisers to Fund the beautification of Businesses and Communities in Banning, CA. (4) More Policemen.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

*1. Taxes - Larger Companies Need to come to Banning, CA.
2. ("Beauty Attracts People". Palm Springs Hwy 111 is spectacular.
2. I would love to work as a team player to beautify and Landscape in Banning, CA. Paint, Renovate Businesses and Homes.

Create a Modern

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the City of Banning. You will also need to be fingerprinted, pass a background investigation. You may be subject to attending a brief orientation session at City Hall to explain the role of commissioner prior to your formal appointment.

Please return to: City Clerk's Office
City of Banning
Att: Deputy City Clerk
99 E. Ramsey Street
P. O. Box 998
Banning, CA 92220

RETURN BY: ~~July 15, 2019~~ July 19, 2019
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: July 18, 2019 Signed: Sandra Reed


CITY OF WINFIELD

ATTACHMENT 2

Chapter 2.28 of the Banning Municipal Code

2.28.010 - Planning commission—Membership requirements.

A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.

B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served.

(Code 1965, § 2-5.)

2.28.020 - Term and vacancies.

A. The planning commission shall consist of five members.

B. Planning commissioners shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.

C. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.

D. Any member who is unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have resigned their office and the city council may appoint a new member to serve in the resigned commissioner's place for the remainder of their term.

E. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury or family matters, a statement by the member at the next regular meeting of the commission shall constitute an excused absence.

(Code 1965, § 2-6.)

2.28.030 - Compensation.

A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.

B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council.

(Code 1965, § 2-7.)

2.28.040 - Rules of procedure.

A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.

C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.

D. The commission shall follow all applicable city fiscal and administrative policies and procedures.

(Code 1965, § 2-8.)

2.28.050 - Duties and responsibilities.

A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.

B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year. All members must be present to conduct this business.

   1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.

   2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.

   3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.

C. The planning commission's scope of responsibility is to:

   1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide the future physical

development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;

2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;
3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commission by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;
4. Act as the appeal body on decisions made by the community development director;
5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.

D. The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.

E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:

1. Commissioners will attend all regular meetings and special meetings as they arise;
2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;
3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;
4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;
5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing.

Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;

6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may

attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;

7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), and relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the Planning Commissioners Journal and www.plannersweb.com are other valuable resources for new commissioners;
8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and
9. New commission members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc.

(Code 1965, § 2-8.1.)

2.28.060 - Conflict of interest requirements.

A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.

B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.

C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting.

(Code 1965, § 2-8.2.)

2.28.070 - Staff liaison.

A. The staff liaison to the planning commission shall be the community development director.

B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:

1. Confirming that a quorum will be present prior to each meeting;
2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;
3. Signing all meeting minutes and resolutions upon approval;
4. Preparing and distributing agendas and agenda packets;
5. Facilitating the tape recording of meetings and preparation of minutes; and
6. Responding to all questions from planning commission members regarding agenda items in advance of meetings.

(Code 1965, § 2-8.3.)

2.28.080 - Meeting times and places.

A. The planning commission shall meet on the first Wednesday of each month at 6:30 p.m. at the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.

B. Commissioners will attend special meetings as they arise.

(Code 1965, § 2-8.4.)

(Ord. No. 1427, § 1, 9-14-10)

2.28.090 - Adoption.

A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission.

(Code 1965, § 2-9.)

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

07/09/2019
SPECIAL MEETING- CLOSED SESSION

COUNCIL/BOARD MEMBERS PRESENT: Councilmember Happe
Councilmember Wallace
Mayor Pro Tem Andrade (via teleconference)
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Peterson

OTHERS PRESENT: Douglas Schulze, City Manager
Kevin G. Ennis, City Attorney
Ginetta Giovinco, Deputy City Attorney (via teleconference)
Daryl A. Betancur, Deputy City Clerk
Art Vela, Director of Public Works/City Engineer
Adam Rush, Community Development Director
Tom Miller, Electric Utility Director

I. CALL TO ORDER

A special meeting of the Banning City Council was called to order by Mayor Welch on July 9, 2019 at 3:21 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

II. CLOSED SESSION

Mayor Welch opened the closed session items for public comments.

There were no public comments.

1. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (one case). **Approved settlement Agreement on a 3-1 vote, with Mayor Pro Tem Andrade voting no.**

2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9
Name of cases: Sierra Club v. City of Banning, Case No. RIC 1900544 and Golden State Environmental Justice Alliance v. City of Banning, Case No. RIC 19000654 (Banning Distribution Center**). Status report was provided. No final conclusive results.**

3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Subdivision (a) of Government Code Section 54956.9)
Name of Case: Sustainers Alliance for Environmental Responsibility (SAFER) v. City of Banning, et al. (Lawrence Equipment Warehouse Project)
Case No. RIC 1903059. **Status report was provided. No reportable action.**

The meeting convened to closed session at 3:21 p.m. and reconvened to open session at 4:02 p.m.

III. ADJOURNMENT

By consensus, the meeting adjourned at 4:02 p.m.

Minutes Prepared by:

_____
Daryl Betancur, Deputy City Clerk

The entire discussion of this meeting and related documents can be found by visiting the following website: http://www.banning.ca.us/ArchiveCenter/ViewFile/Item/2135 **or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.**

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

07/09/2019
SPECIAL MEETING- WORKSHOP

COUNCIL/BOARD MEMBERS PRESENT: Councilmember Happe
Councilmember Wallace
Mayor Pro Tem Andrade (via teleconference)
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Peterson

OTHERS PRESENT: Douglas Schulze, City Manager
Kevin G. Ennis, City Attorney
Dr. John McQuown, City Treasurer
Daryl Betancur, Deputy City Clerk
Tom Miller, Electric Utility Director
Carla Young, Management Analyst
Scott Foster, Interim Parks & Recreation Director
Art Vela, Director of Public Works/City Engineer
Adam Rush, Community Development Director
Suzanne Cook, Interim Administrative Services Director
Ted Shove, Economic Development Manager
Laurie Sampson, Executive Secretary
Leila Lopez, Office Specialist

I. CALL TO ORDER

A special meeting of the Banning City Council was called to order by Mayor Welch on July 9, 2019 at 4:03 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

II. WORKSHOP

1. Electric Workshop Part 2.

Jim Steffens, _____ presented on the Legislative and Regulatory Framework in which the Banning Electric Utility Operates. He stated that electric was one of the most regulated industries around; that ever since we got rid of the San Juan Coal Plant, the Utility's portfolio is virtually emissions free; that actually our regulatory compliance has gotten a little bit easier because we no longer have to count the Brown Electrons that we imported to the State of California; that we actually had to count the dirty Brown electrons that we brought into the California; that we do have to comply with the RPF's.

Mr. Steffens further explained that in 2018, the legislature updated the RPF requirements, which are to be 33% renewable by 2020, 50% renewable by 2026; that in accordance with SB 100 renewable portfolio standards increased to 60% by 2030, and that in 2018 the Utility was 61% renewable, which means we are ahead of the game with respect to compliance.

He stated that the other part of the bill requires the Utility to be 100% emissions free by 2045, and again the Utility is virtually emissions free; that we are already there. Mr. Steffens then commented on the public benefits, energy efficiency and weatherization, and low income discounts.

Carla Young, Management Analyst presented on the financial aspects of the Utility stating that the Utility Bond Rating was A-stable standard per Standard & Poor's ratings; that the better rate they have, the better interest they get out in the market; stated that their financial portfolio includes about $31,500,000 million in revenue bonds, which are payable and become due in 2037, and that with this level of revenue comes the promise to maintain rates adequate enough to produce a bottom line of $2,900,000 million annually.

Ms. Young stated that the operating budget was about $33.5 million and provided a breakdown of the budget for power, public benefit, Operations & Maintenance, Wages & Benefits, Margin, and Capital Budget.

There were several questions from the Council relative to public utility accounting and whether or not this was something, the City would like to transition into. Ms. Young responded that this is something staff is looking into with the possibility of potentially hiring a consultant that will help the Utility make that transition.

(For further detail, refer to attached PowerPoint presentation).

2. Mid-Cycle Budget Workshop.

Suzanne Cook, Interim Administrative Services Director presented the staff report and explained in detail the two-year budget. She explained the 2018-2019 budget versus actuals as of June 28, which were not the actual numbers because there are adjustments yet to be made but that these give a snapchat of where we are today; spoke on the general fund revenue and expenditures; commented on the special revenue funds, capital improvement and Banning Utility Authority funds; that any deficits shown were due to additional transfers in accounts that have yet to be made. Ms. Cook further explained the budget adjustments requests and the sources of funding.

Following her presentation, Interim Administrative Services Director Suzanne Cook entertained questions from the City Council providing further detail on each of the funds, and answering questions relative to revenue projections.

(For further detail, refer to attached PowerPoint presentation).

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

Public Comment.

There were no public comments.

ACTION:

None

IV. **ADJOURNMENT**

By consensus, the meeting adjourned at 5:02 p.m.

Minutes Prepared by:

_____

Daryl Betancur, Deputy City Clerk

The entire discussion of this meeting and related documents can be found by visiting the following website: http://www.banning.ca.us/ArchiveCenter/ViewFile/Item/2135 **or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.**

ATTACHMENT 1
(Electric Utility Presentation)

7/9/19
COUNCIL meeting

RECEIVED
JUL 09 2019
City of Banning
City Clerk's Office

BANNING ELECTRIC UTILITY

PROVIDING POWER TO THE COMMUNITY OF BANNING SINCE 1922

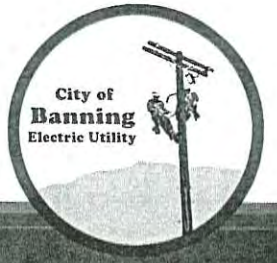
CITY COUNCIL WORKSHOP

BANNING ELECTRIC UTILITY STAFF

PART TWO

JULY 9, 2019

Purpose of the Workshop



- Communicate the strategic priorities of the electric utility
- Demonstrate the planning processes for the electric utility
- Provide a snap-shot of today
- Re-familiarize city council with the management team and key players for the electric utility
- Tie it altogether
  - Electric Operating Budget
  - Electric Capital Budget
  - Overall City Budget

Banning Electric Strategic Priorities

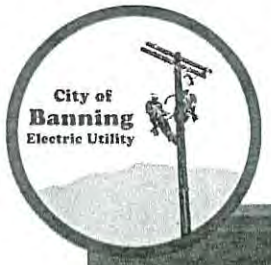
Energy Procurement (1a)

- To *aggregate* our customers' energy needs in order to take advantage of our load diversification in the market place
- To meet the State's renewable, *sustainable*, and carbon-free goals
- To reduce our diversified electrical energy *peak* demand
- To increase our diversified *system load factor*
- To encourage the *electrification of transportation*

Retail Distribution (1b)

- To keep our community *safe* and employees *safe* (with respect to electricity)
- To keep our rates competitive and *affordable* by using sound business practices
- To keep our electrical distribution system *redundant, reliable* and enhance system *resiliency* through distribution automation
- To *enhance* our customers' standard of living through the use of electro-technologies
- To promote the *wise use* of electrical energy
- To encourage *all-electric* construction techniques for residential and commercial construction

City of Banning – Electric Utility



- Electric Utility Director — Tom Miller
  - BS Manager — Carla Young
    - Warehouse — Carl Morris
      - Office Specialist — Cathy Pardus
  - Electric Ops Manager — Jason Smith
    - P/L Tech Sup — Kris Harper
      - P/L Tech — Joe Arias
      - P/L Tech — Victor Jasso
      - P/L Tech — Dustin Grey
      - P/L Tech — VACANT
    - P/L Tech Sup — Cameron Hawley
      - P/L Tech — Matt Martinez
      - P/L Tech — Devon McClune
      - P/L Apprentice — Richard Soriano
      - VACANT
    - P/L Tech Sup — Mario Elizondo
      - P/L Tech — Damon Stuart
      - P/L Apprentice — Kevin Bernard
      - P/L Apprentice — Juan Picabea
      - VACANT
  - Electrical Engineering Manager — Roger Halverson
    - Substation Tech — Lance Duggins
      - Meter Tech — Rick Diaz, Jr.
    - Engineer Supervisor — Brandon Robinson
      - Sr. Svc Planner — Mike Steen
        - Svc Planner — Matt Field
        - Svc Planner — Ben Coffey
  - Pwr Res & Rev Manager — Jim Steffens
    - Public Benefits Analyst — Veronica Craghead
      - Public Benefits Analyst — Amber Rockwell

IT Analyst I, Louie Homan, provides support for all City Services and is assigned to the City Corporate Yard.

Effective 07/01/2019

Legislative & Regulatory

- Renewable Portfolio Standard increased to 60% by 2030 per SB 100
  - Utility was 61% renewable in 2018
- Electric Utilities must be 100% emissions free by 2045 per SB 100
  - With divestiture of San Juan Coal Plant, the Utility's energy portfolio is virtually emissions free

Public Benefits

- Funding through mandated 2.85% surcharge on sales
- Revenues as of 7/5/19: $738,721
- Expenses: $655,586
- Responsibilities
  - Manage divisional budget (~$800,000/year)
  - Offer Energy Efficiency & Weatherization Rebates
  - Offer Low Income subsidies
  - Promote wise use of energy
  - Promote Research & Development of Renewable Technology
  - Keep customers continuously educated and informed
  - Enhance standard of living for Banning customers

Energy Efficiency & Weatherization



- FY17-18 rebates totaled $210,283
- Energy savings of 416,454 kWh
- B.E.E.F (Banning Energy Efficiency Funds) Program
  - Assisted 44 local businesses
  - Implemented energy efficiency measures totaling $150,000
  - Projected savings of 130,000 kWh

Low Income Discount

- 1,300 City-billed customers
- 180 master-metered customers
- FY 17-18 combined discounts of $335,514
- Monthly discount of $30
- Income guidelines per household size
  - 200% of 2015 Federal Poverty Guidelines
- Bi-annual reapplication process

Key Accounts

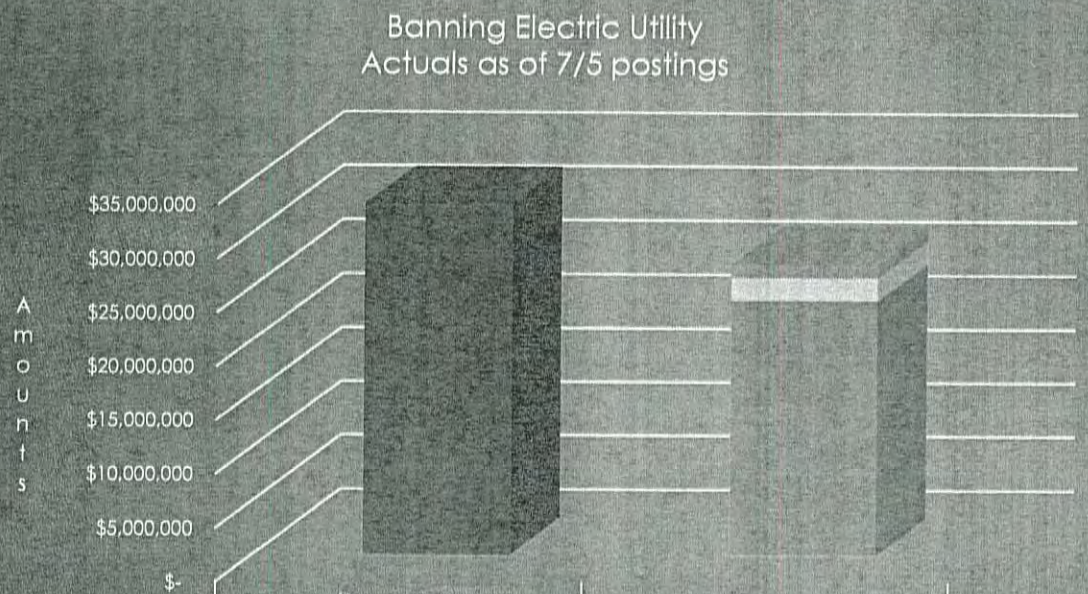
- Staff certified through APPA
- Program focus on commercial customers with highest electrical consumption
- Regularly scheduled meetings and on-site visits to discuss energy efficiency and potential conservation measures
- Increase customer engagement
- Create a consistent City-based point of contact

Banning Electric Utility

A	An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong.

- A-, Stable Standard and Poor's Credit Rating
  - Better the rating better the interest on the bonds (less interest expense)
  - $31.5 Million in Revenue Bonds payable to 2037
  - Promise to maintain rates adequate enough to produce a bottom line of $2.9 million annually
- Approximately $33.5 million Operating Budget
  - Power - $17,675,061
  - Public Benefit – 882,852
  - O&M - $9,103,610
    - City Services - $1,880,217
    - GFT - $3,191,766
  - Wages & Benefits - $4,882,140
  - Margin $983,837
- Approved $11,408,054 Capital (Budget) Projects

Profit or Loss? (Estimates)



	Revenues	Expenses
Depreciation		$1,260,497
GFT		$2,128,790
Expenses		$23,678,850
Revenues	$32,566,477	

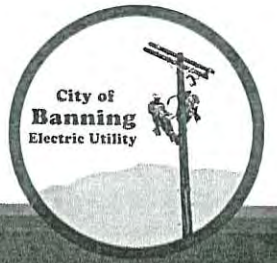
Revenues v.Expenses

Revenue $32,566,477

Expenses $27,068,137

* As of 7/5/2019

2019 Capital Expenditures (Actuals to date)



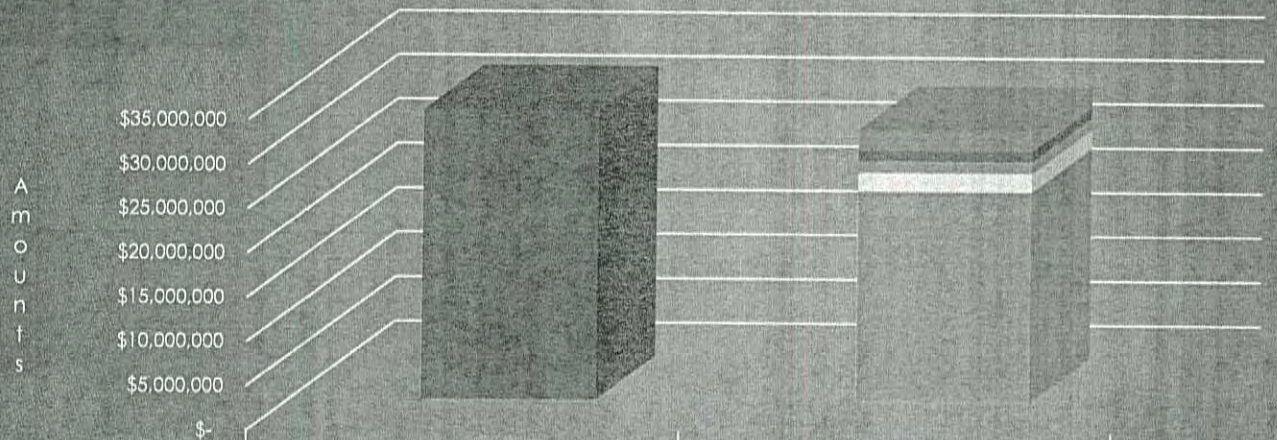
➢ [illegible]	$740,753
• [illegible]	$40,961
➢ Bond projects	$490,245
➢ Debt payments	$2,314,344
➢ Reserve transfers	$0
Total	$3,545,342

What are they?

- ➢ [illegible]
  - • Encumbered cost of meters
- ➢ Pole Replacement Program
- ➢ Vehicle Replacement Program
- ➢ Building Improvements
- ➢ Alola Substation
- ➢ Airport Substation
- ➢ Payment made semi-annual
- ➢ No transfers to reserves this year

*As of 7/5/2019

What does 2019 look like?



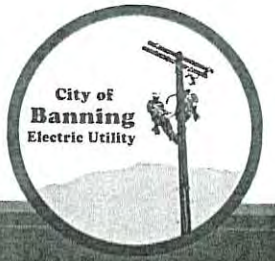
	Revenues	Expenses
Debt Payment		$2,314,344
Capital Projects		$1,230,998
Depreciation		$1,260,497
GFT		$2,128,790
Expenses		$23,678,850
Revenues	$32,566,477	

Revenues v. Expenses

$30,613,479

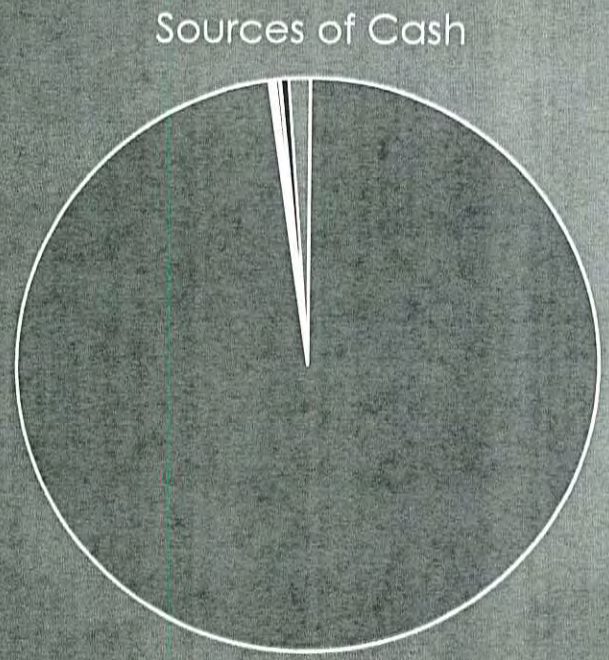
*As of 7/5/2019

Fund Accounting vs. Public Utility Accounting (FERC)



- Fund accounting is utilized by Governmental Entities
  - Based on organization, responsibility and resource-oriented structures (Appropriations) – not activities
- Public Utility Accounting or Federal Energy Regulatory Commission (FERC) accounting
  - Captures functional cost information or uses of resources such as transmission, distribution, O&M, capital, customer & administrative costs
  - Uses a Uniform System of Accounts (USoA) for consistency with private sector and other municipalities = rate comparison
  - Facilitates capital vs. expense rate recovery
  - Utilities are a capital intensive organization – impacts rates (expenses are current but capital is over time thru depreciation)

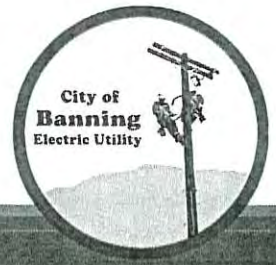
Sources of Cash (Actuals to date)

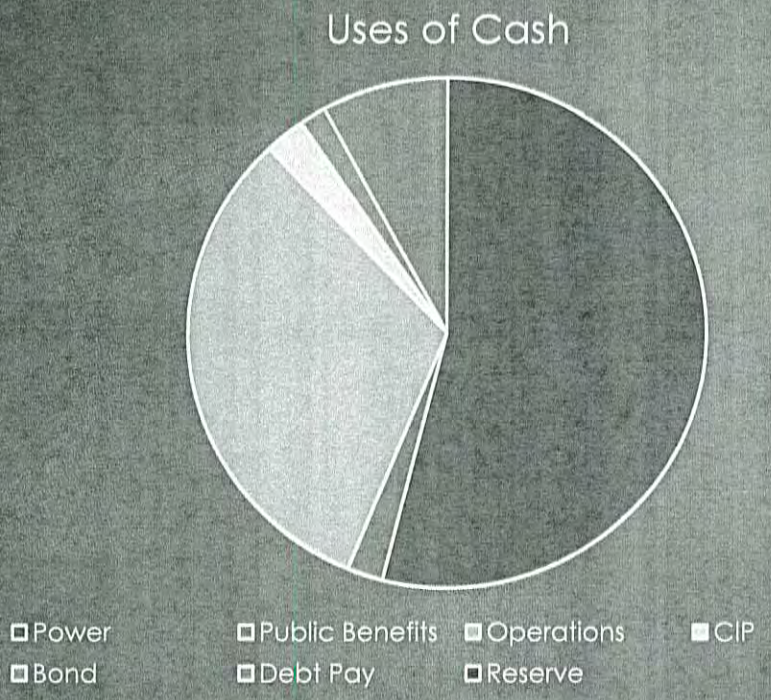


- Rates – $31,562,760
  - Public Benefits - $738,721
  - Cap & Trade - $2,341,490
- CIP - $52,252
- Bonds - $48,691
- Reserves – $84,744
- Other Revenue - $154,275
- Loan to City – ($394,118)
- Line of Credit – not established

*As of 7/5/2019

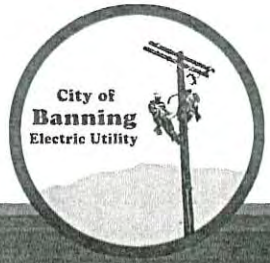
Uses of Cash (Actuals to date)





- Power $15,833,117
- Public Benefits $655,586
- Operations $9,318,937
- CIP $740,753
- Bond $490,245
- Debt Pay $2,314,344
- Reserve $0

*As of 7/5/2019



Questions?

ATTACHMENT 2
(Mid-Cycle Budget Presentation)

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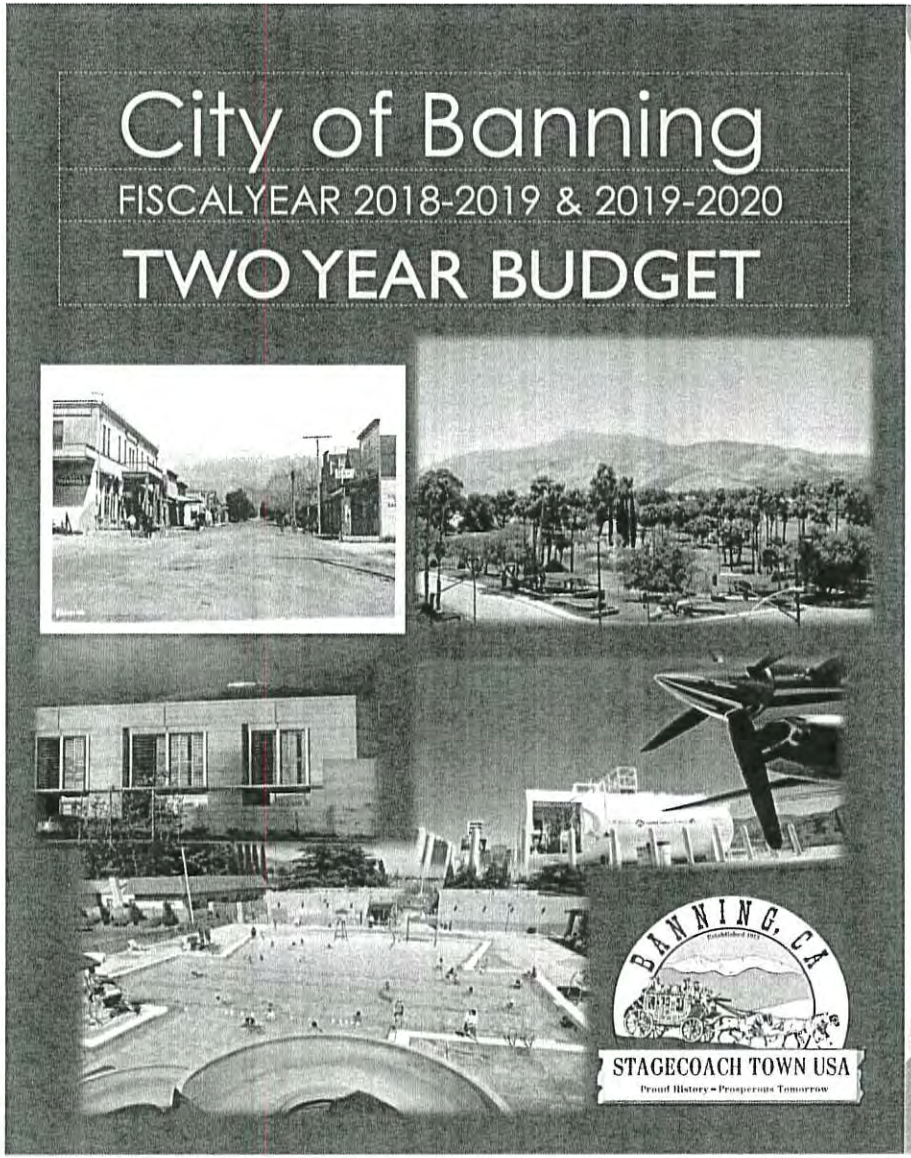
Workshop
City of Banning
City Clerk's Office

BANNING, CA
Established 1913
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

FY19-20 Mid-Cycle BUDGET WORKSHOP

July 9, 2019



FY 2018-19 BUDGET VS ACTUALS

GENERAL FUND

Fund	Department Name	FY 2018-2019 Adopted and Adjusted Budget			FY 2018-2019 Actuals As of 6/28/19			Variances		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Actuals	Operating Expenditures Actuals	Net Actuals Surplus (Deficit)	Operating Revenue Variance	Operating Expenditures Variance	Net Variance Surplus (Deficit)
Governmental Funds										
001	General									
0001	General	16,159,132	-		13,944,995	-		2,214,137	-	
1000	City Council	-	111,705		-	99,361		-	12,344	
1200	City Manager	-	228,927		-	224,767		-	4,160	
1210	Economic Development	-	235,973		-	187,898		-	48,076	
1300	Human Resources	-	153,736		-	153,820		-	(84)	
1400	City Clerk	-	160,403		-	141,223		-	19,180	
1500	Elections	-	87,000		-	29,045		-	57,955	
1800	City Attorney	-	243,247		-	260,714		-	(17,467)	
1900	Fiscal Services	-	439,397		-	392,863		-	46,534	
1910	Purchasing	-	126,844		-	175,859		-	(49,015)	
2060	TV Government Access	61,000	111,424		49,988	76,678		11,012	34,746	
2200	Police	586,632	7,399,719		299,041	6,486,938		287,591	912,781	
2210	Dispatch	-	1,029,935		-	903,604		-	126,331	
2279	TASIN - SB621 (Police)	-	-		-	-		-	-	
2300	Animal Control	-	204,372		-	146,113		-	58,259	
2400	Fire	237,704	3,340,654		188,765	3,226,506		48,939	114,148	
2479	TASIN - SB621 (Fire)	-	-		-	-		-	-	
2700	Building & Safety	426,413	496,649		288,104	367,768		138,309	128,881	
2740	Code Enforcement	146,701	336,577		159,911	274,242		(13,210)	62,335	
2800	Planning	197,638	1,026,101		259,911	576,038		(62,273)	450,063	
3000	Engineering	246,750	571,279		284,424	280,008		(37,674)	291,271	
3200	Building Maintenance	-	216,707		-	149,382		-	67,325	
3600	Parks	-	496,238		-	393,845		-	102,393	
4000	Recreation	60,000	420,420		42,225	478,915		17,775	(58,495)	
4010	Aquatics	54,300	172,683		55,835	144,281		(1,535)	28,402	
4020	Day Care	16,000	800		14,910	607		1,090	193	
4050	Senior Center	5,400	118,863		1,350	89,504		4,050	29,359	
4500	Central Services	-	1,028,758		-	718,507		-	310,251	
4800	Debt Service	-	-		-	-		-	-	
5400	Community Enhancement	1,200	80,598		2,129	67,917		(929)	12,681	
	GENERAL FUND TOTAL	18,198,870	18,839,009	(640,139)	15,591,587	16,046,403	(454,816)	2,607,283	2,792,606	(185,323)

SPECIAL REVENUE FUNDS

Fund	Department Name	FY 2018-2019 Adopted and Adjusted Budget			FY 2018-2019 Actuals As of 6/28/19			Variances		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Actuals	Operating Expenditures Actuals	Net Actuals Surplus (Deficit)	Operating Revenue Variance	Operating Expenditures Variance	Net Variance Surplus (Deficit)
	Special Revenue Funds									
002	Developer Deposit Fund	81,120	144,593	(63,473)	56,689	56,689	-	24,431	87,904	(63,473)
003	Riverside County MOU	-	-	-	-	-	-	-	-	-
005	SA Adminstration Fund	250,000	16,593	233,407	250,000	6,685	243,315	-	9,908	(9,908)
100	Gas Tax Street	3,290,369	1,306,303	1,984,066	876,644	1,218,687	(342,043)	2,413,725	87,616	2,326,109
101	Measure A Street	604,000	-	604,000	522,078	-	522,078	81,922	-	81,922
102	RMRA (SB1) Gas Tax	515,917	-	515,917	463,277	-	463,277	52,640	-	52,640
103	SB300 Street Improvement	-	-	-	969	-	969	(969)	-	(969)
104	Article 3 - Sidewalk Construction	-	-	-	-	-	-	-	-	-
110	C.D.B.G.	335,455	-	335,455	193,472	-	193,472	141,983	-	141,983
111	Landscape Maintenance Assmt. Dist.#1	142,143	159,350	(17,207)	140,172	154,225	(14,053)	1,971	5,125	(3,155)
132	Air Quality Improvement	39,950	3,000	36,950	31,679	3,000	28,679	8,271	-	8,271
140	Asset Forfeiture	-	-	-	6,562	-	6,562	(6,562)	-	(6,562)
148	Supplemental Law Enforcement	100,000	61,140	38,860	4,009	13,248	(9,239)	95,991	47,892	48,099
150	State Park Bond Act	-	-	-	-	-	-	-	-	-
190	Housing Authority Fund	-	-	-	-	-	-	-	-	-
200	Special Donations	8,000	8,000	-	7,856	4,223	3,632	144	3,777	(3,632)
201	Senior Center Activities									
	4050 Senior Center	600	1,200	(600)	512	642	(130)	88	558	(470)
	4060 Senior Center Advisory Board	7,700	7,100	600	7,208	4,634	2,574	492	2,466	(1,974)
	Senior Center Activities Subtotal	8,300	8,300	-	7,720	5,276	2,444	580	3,024	(2,444)
202	Animal Control Reserve	-	-	-	67	-	67	(67)	-	(67)
203	Police Volunteer	1,500	2,142	(642)	1	678	(677)	1,499	1,464	35
300	City Hall COP Debt Service*	437,000	437,000	-	437,053	435,654	1,399	(53)	1,346	(1,399)
360	Sun Lakes CFD #86-1	125	-	125	477	-	477	(352)	-	(352)
365	Wilson Street #91-1 Assessment Debt	255	-	255	986	-	986	(731)	-	(731)
370	Area Police Computer	51,812	51,812	-	25,858	33,531	(7,673)	25,954	18,281	7,673
375	Fair Oaks #2004-1 Debt Service	197,683	197,683	-	195,804	187,943	7,861	1,879	9,740	(7,861)
376	Cameo Homes	170	-	170	624	-	624	(454)	-	(454)
	SPECIAL REVENUE FUNDS TOTAL	6,063,799	2,395,916	3,667,883	3,221,996	2,119,839	1,102,157	2,841,803	276,077	2,565,726

CAPITAL IMPROVEMENT & BUA FUNDS

Fund	Department Name	FY 2018-2019 Adopted and Adjusted Budget			FY 2018-2019 Actuals As of 6/28/19			Variances		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Actuals	Operating Expenditures Actuals	Net Actuals Surplus (Deficit)	Operating Revenue Variance	Operating Expenditures Variance	Net Variance Surplus (Deficit)
	Capital Improvement Funds									
400	Police Facilities Development	-	-	-	2,754	-	2,754	(2,754)	-	(2,754)
410	Fire Facility Development	3,000	-	3,000	17,191	-	17,191	(14,191)	-	(14,191)
420	Traffic Control Facility	4,150	-	4,150	6,920	-	6,920	(2,770)	-	(2,770)
421	Ramsey/Highland Home Traffic Signal	651	-	651	1,099	-	1,099	(448)	-	(448)
430	General Facilities	1,400	201,183	(199,783)	7,099	-	7,099	(5,699)	201,183	(206,882)
441	Sunset Grade Separation Fund	-	-	-	-	-	-	-	-	-
444	Wilson Median	3,043	-	3,043	5,142	-	5,142	(2,099)	-	(2,099)
451	Park Development	-	-	-	16,641	-	16,641	(16,641)	-	(16,641)
470	Capital Improvement Fund	-	-	-	-	-	-	-	-	-
	CAPITAL IMPROVEMENT FUNDS TOTAL	12,244	201,183	(188,939)	56,846	-	56,846	(44,602)	201,183	(245,785)
	Banning Utility Authority Funds									
660	Water Operations	10,368,951	9,770,475	598,476	9,718,474	6,712,508	3,005,967	650,477	3,057,967	(2,407,491)
661	Water Capital Facility Fee	96,500	-	96,500	98,553	-	98,553	(2,053)	-	(2,053)
663	BUA Water Capital Project Fund	12,520	-	12,520	33,612	-	33,612	(21,092)	-	(21,092)
669	BUA Water Debt Service Fund	1,891,513	1,890,913	600	1,268,055	1,604,216	(336,161)	623,458	286,697	336,761
	Water Subtotal	12,369,484	*11,661,388*	708,096	11,118,694	*8,316,724*	2,801,970	1,250,790	*3,344,664*	(2,093,874)
680	Wastewater Operations	3,395,900	3,477,515	(81,615)	3,288,344	2,378,518	909,826	107,556	1,098,997	(991,441)
681	Wastewater Capital Facility Fees	132,500	-	132,500	148,960	-	148,960	(16,460)	-	(16,460)
683	BUA WWtr Capital Project Fund	4,000	-	4,000	8,832	-	8,832	(4,832)	-	(4,832)
685	State Revolving Loan	306,489	304,289	2,200	7,678	281,737	(274,059)	298,811	22,552	276,259
689	BUA Wastewater Debt Service Fund	396,494	396,494	-	288,190	849,732	(561,541)	108,304	(453,238)	561,541
	Wastewater Subtotal	4,235,383	*4,178,298*	57,085	3,742,004	*3,509,987*	232,017	493,379	*668,311*	(174,932)
662	Irrigation Water	171,600	200,000	(28,400)	15,775	-	15,775	155,825	200,000	(44,175)
682	Wastewater Tertiary	251,474	-	251,474	397,512	-	397,512	(146,038)	-	(146,038)
	Reclaimed Water Subtotal	423,074	200,000	223,074	413,287	-	413,287	9,787	200,000	(190,213)
	Subtotal	17,027,941	16,039,686	988,255	15,273,985	11,826,711	3,447,274	1,753,956	4,212,975	(2,459,019)

ENTERPRISE FUNDS

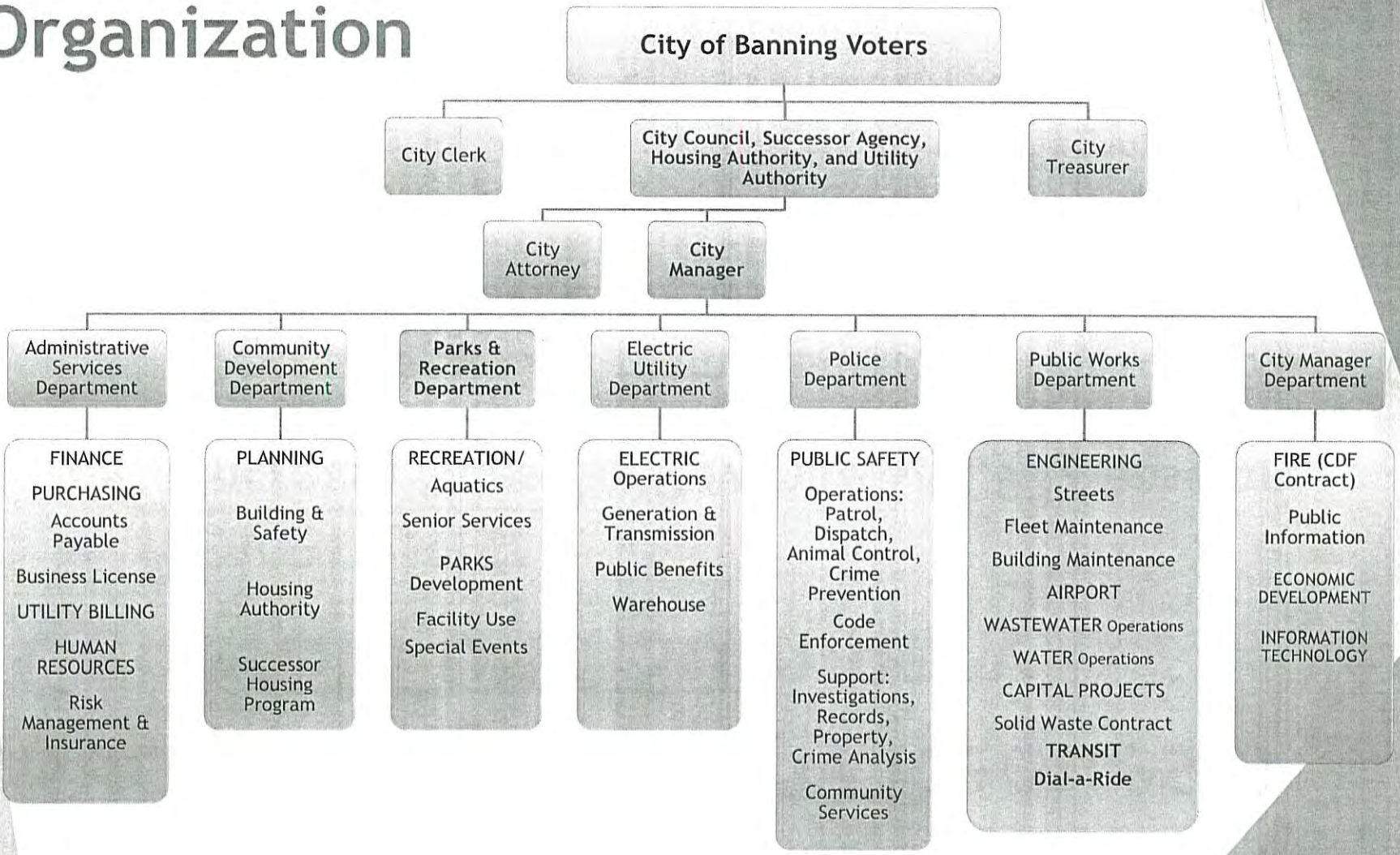
Fund	Department Name	FY 2018-2019 Adopted and Adjusted Budget			FY 2018-2019 Actuals As of 6/28/19			Variances		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Actuals	Operating Expenditures Actuals	Net Actuals Surplus (Deficit)	Operating Revenue Variance	Operating Expenditures Variance	Net Variance Surplus (Deficit)
	Enterprise Funds									
600	Airport	214,854	196,588	18,266	184,308	140,474	43,834	30,546	56,114	(25,568)
610	Transit Operations									
	5800	1,924,246	1,827,900	96,346	1,218,271	1,483,108	(264,836)	705,975	344,792	361,182
	5850	254,000	208,620	45,380	202,940	168,314	34,626	51,060	40,306	10,754
	610 - Total	*2,178,246*	*2,036,520*	*141,726*	*1,421,211*	*1,651,422*	*(230,211)*	*757,035*	*385,098*	*371,937*
690	Refuse	3,627,114	3,510,455	116,659	4,474,675	3,995,889	478,787	(847,561)	(485,434)	(362,128)
	Airport, Transit & Refuse Subtotal	6,020,214	5,743,563	276,651	6,080,194	5,787,784	292,410	(59,980)	(44,221)	(15,759)
670	Electric Operations			-			-			-
	7000 Electric	30,600,098	13,538,900	17,061,198	28,077,605	9,212,311	18,865,294	2,522,493	4,326,589	(1,804,096)
	7010 Generation & Transmission	2,200,002	17,827,056	(15,627,055)	2,341,490	15,833,117	(13,491,626)	(141,489)	1,993,939	(2,135,428)
	670 - Total	*32,800,100*	*31,365,956*	*1,434,144*	*30,419,095*	*25,045,427*	*5,373,668*	*2,381,004*	*6,320,529*	*(3,939,524)*
672	Rate Stability	21,000	2,100,000	(2,079,000)	84,744	-	84,744	(63,744)	2,100,000	(2,163,744)
673	Electric Improvement	21,000	26,866	(5,866)	52,252	-	52,252	(31,252)	26,866	(58,118)
674	2007/2015 Elec Rev Bond Project Fund	5,000	6,290	(1,290)	48,691	32,694	15,997	(43,691)	(26,404)	(17,287)
675	Public Benefit Fund	727,400	807,852	(80,452)	725,013	651,384	73,629	2,387	156,469	(154,081)
678	2007 Elec Rev Bond Debt Service	2,426,969	2,426,969	-	663,755	2,314,344	(1,650,589)	1,763,214	112,625	1,650,589
	Electric Subtotal	*36,001,469*	*36,733,933*	*(732,465)*	*31,993,550*	*28,043,849*	*3,949,701*	*4,007,918*	*8,690,084*	*(4,682,166)*
	ENTERPRISE FUNDS TOTAL	42,021,683	42,477,496	(455,814)	38,073,744	33,831,633	4,242,111	3,947,938	8,645,863	(4,697,925)

INTERNAL SERVICE FUNDS & SA FUNDS

Fund	Department Name	FY 2018-2019 Adopted and Adjusted Budget: Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	FY 2018-2019 Actuals As of 6/28/19: Operating Revenue Actuals	Operating Expenditures Actuals	Net Actuals Surplus (Deficit)	Variances: Operating Revenue Variance	Operating Expenditures Variance	Net Variance Surplus (Deficit)
Internal Service Funds										
700	Risk Management Fund									
5020	Workers Compensation	756,023	716,150	39,873	806,423	1,313,566	(507,144)	(50,400)	(597,416)	547,017
5030	Unemployment Insurance	76,010	46,481	29,529	68,396	47,353	21,043	7,614	(872)	8,486
5040	Liability Insurance	925,673	928,817	(3,144)	1,107,451	1,103,782	3,669	(181,778)	(174,965)	(6,813)
5300	City Attorney	500,000	500,000	-	567,222	692,224	(125,002)	(67,222)	(192,224)	125,002
	700 - Total	*2,257,706*	*2,191,448*	*66,258*	*2,549,492*	*3,156,925*	*(607,433)*	*(291,786)*	*(965,477)*	*673,691*
702	Fleet Maintenance	2,528,905	1,380,608	1,148,297	952,759	1,312,497	(359,737)	1,576,146	68,111	1,508,034
703	Information Systems Services	461,651	485,116	(23,465)	323,328	467,856	(144,528)	138,323	17,260	121,063
761	Utility Billing Administration									
3100	Account & Collection Service	1,584,312	1,721,081	(136,769)	1,193,539	1,439,683	(246,144)	390,773	281,398	109,375
3110	Meter Reading & Service	599,199	608,991	(9,792)	336,075	513,870	(177,795)	263,124	95,121	168,003
	761 - Total	*2,183,511*	*2,330,072*	*(146,561)*	*1,529,614*	*1,953,553*	*(423,939)*	*653,897*	*376,519*	*277,378*
	INTERNAL SERVICE FUNDS TOTAL	7,431,773	6,387,244	1,044,529	5,355,194	6,890,831	(1,535,637)	2,076,579	(503,587)	2,580,166
Successor Agency Funds										
805	Redevelopment Obligation Retirement F	2,975,619	2,449,248	526,371	2,506,684	2,975,619	(468,935)	468,935	(526,371)	995,306
810	Successor Housing Agency	-	385,115	(385,115)	21,423	13,943	7,480	(21,423)	371,172	(392,595)
830	Debt Service Fund	2,203,073	2,199,248	3,825	2,725,619	1,373,925	1,351,694	(522,546)	825,323	(1,347,869)
850	Successor Agency	-	-	-	632	-	632	(632)	-	(632)
840	BEA Capital Project Fund	9,000	-	9,000	21,812	-	21,812	(12,812)	-	(12,812)
841	BEA L/M Capital project Fund	2,000	-	2,000	4,273	-	4,273	(2,273)	-	(2,273)
855	2007 TAPBS Bond Proceeds	-	-	-	143	634,350	(634,207)	(143)	(634,350)	634,207
856	2003 TABS Bond Proceeds	-	-	-	299,705	-	299,705	(299,705)	-	(299,705)
857	2003 TABS Bond Proceeds Low/Mod	-	-	-	1,212	-	1,212	(1,212)	-	(1,212)
	SUCCESSOR AGENCY FUNDS TOTAL	5,189,692	5,033,611	156,081	5,581,503	4,997,837	583,666	(391,811)	35,774	(427,585)
	OTHER FUNDS GRAND TOTAL	77,747,132	72,535,136	5,211,995	67,563,269	59,666,851	7,896,418	10,183,862	12,868,285	(2,684,423)
	CITY WIDE GRAND TOTAL	95,946,002	91,374,145	4,571,856	83,154,856	75,713,254	7,441,602	12,791,145	15,660,891	(2,869,746)

BUDGET REQUESTS & CONSIDERATIONS

Organization



Budget Adjustment Requests - General Fund Summary

➢ Revenues:

- Increase Sales Tax Revenue $82,977 base on projection from Sales Tax Company (HdL)
- Decrease of GFT from Electric Utility to 4.5% of Gross Revenues ($1,793,677) from 10%
- Projected revenue from Cannabis $779,200 (Measure O - Retail) $1,289,600 (Measure N - Cultivation)
- Increase in PW permit fees for improvements related to Pardee $18,000 and Plan Check fees for RSG $79,000

Budget Adjustment Requests - General Fund Summary cont'd

➢ Expenditures:

- Police Department Salaries & Benefits include the 8.5% increase and 4% EPMC PERS contributions approved 9/24/18. Plus recently negotiated increase pending Council Approval $697,620
- General Unit Employees MOU increase from 1% to 3%
- Executive Employees CPI-W increase of 2.8%
- Utility Unit & Management Employees salaries already included respective increases per MOUs (3%)

Budget Adjustment Requests - General Fund Summary cont'd

- **Expenditures:**
  - Salaries of Parks & Recreation Director (50%) $98,150 and Recreation Manager (Community Services Manager) (80%) $91,760 reallocated to General Fund from Transit Fund
  - Added two Code Enforcement Officers previously not in FY 19-20 budget $171,410
  - Includes reclassified position of Accounting Specialist to Budget & Financial Analyst requested at FY18-19 Mid-Year with a 70% GF impact and New requested position Associate Engineer (CIP) with a 10% GF impact.

Budget Adjustment Requests - General Fund Summary cont'd

- **Expenditures:**
  - Increasing City Attorney costs based on actuals for FY 18-19 $118,830 for General Fund, will re-evaluate at Mid-Year
  - Central Services increased by $135,484 to account for the General Fund's portion of OpenGov, Executime (Electronic timekeeping system), Cost Allocation Plan, Pension & Labor Costing Modules and increase additional IT requirements.
  - Total Mid-Cycle Budget Adjustment Requests for General Fund: $620,733

Budget Adjustment Requests - General Fund Summary cont'd

➢ Reserve Requirement:

FY 19-20 Adopted Budget (Deficit)	(573,999)
Reduction of GFT from Electric	(1,793,677)
Increase in Revenues	2,238,777
Requested Expenditure Adjustments	(1,824,367)
FY19-20 Projected Deficit	(1,953,266)
Reserve Requirement to Balance Budget	2,000,000

GENERAL FUND

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
	Governmental Funds									
001	General									
0001	General	16,417,819	-		289,300	-		16,707,119	-	
1000	City Council	-	107,630		-	-		-	107,630	
1200	City Manager	-	211,803		-	16,196		-	227,999	
1210	Economic Development	-	252,531		-	(11)		-	252,520	
1300	Human Resources	-	151,002		-	10,671		-	161,673	
1400	City Clerk	-	167,950		-	13,687		-	181,637	
1500	Elections	-	-		-	-		-	-	
1800	City Attorney	-	243,247		-	118,830		-	362,077	
1900	Fiscal Services	-	372,771		-	1,737		-	374,508	
1910	Purchasing	-	133,960		-	21,819		-	155,779	
2060	TV Government Access	61,000	116,749		-	(761)		61,000	115,988	
2200	Police	517,119	7,759,177		-	843,415		517,119	8,602,592	
2210	Dispatch	-	1,077,278		-	(24,858)		-	1,052,420	
2279	TASIN - SB621 (Police)	-	-		-	-		-	-	
2300	Animal Control	-	210,503		-	-		-	210,503	
2400	Fire	244,058	3,520,455		-	29,410		244,058	3,549,865	
2479	TASIN - SB621 (Fire)	-	-		-	-		-	-	
2700	Building & Safety	537,666	560,685		-	12,360		537,666	573,045	
2740	Code Enforcement	96,574	346,814		-	215,615		96,574	562,429	
2800	Planning	285,447	1,231,659		2,068,800	2,017		2,354,247	1,233,676	
3000	Engineering	269,678	278,370		87,000	82,064		356,678	360,434	
3200	Building Maintenance	-	177,326		-	26,610		-	203,936	
3600	Parks	-	435,712		-	121,797		-	557,509	
4000	Recreation	60,000	393,688		-	162,343		60,000	556,031	
4010	Aquatics	54,300	179,004		-	42,226		54,300	221,230	
4020	Day Care	16,000	20,265		-	(19,465)		16,000	800	
4050	Senior Center	5,400	117,990		-	1,831		5,400	119,821	
4500	Central Services	-	997,191		-	135,484		-	1,132,675	
4800	Debt Service	-	-		-	-		-	-	
5400	Community Enhancement	1,200	76,500		-	11,350		1,200	87,850	
	GENERAL FUND TOTAL	18,566,261	19,140,260	(573,999)	2,445,100	1,824,367	620,733	21,011,361	20,964,627	46,734

Budget Adjustment Requests - Special Revenue Funds Summary

➢ Fund 100 - Gas Tax -

- Expenditure increases related to Salaries & Benefits based on MOU increases $129,856
- Increase in Tree Trimming $20,000 for removal/trimming of trees
- Increase in Contract Striping $25,000 for striping throughout the City
- Increase in Sidewalks $23,000 to fix broken sidewalks throughout the City

Budget Adjustment Requests - Special Revenue Funds Summary

➢ Fund 100 - Gas Tax:

- Increase in Professional Services $37,500 for Grant Writers, Arborist and Public Outreach
- Increase in General Plan Traffic Circulation $80,000 to revise circulation for the realignment of Sun Lakes Blvd.
- Increase in Street & Traffic Signs $15,000 for sign replacement
- Total Budget Adjustment Requests $434,220

Budget Adjustment Requests - Special Revenue Funds Summary

➢ Fund 111 - Landscape Maintenance:

- Increase in Utilities $28,000 for water fees due to change in rate from municipal to retail
- Increase in Maintenance Grounds/Field $16,221 per approved Council Action on 6/11/19.
- Increase in Professional Services $74,789 per Resolution 2019-42
- Total Budget Adjustment Requests $122,916

SPECIAL REVENUE FUNDS

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
	Special Revenue Funds									
002	Developer Deposit Fund	-	-	-	-	-	-	-	-	-
003	Riverside County MOU	-	-	-	-	-	-	-	-	-
005	SA Adminstration Fund	250,000	16,190	**233,810**	-	-	-	250,000	16,190	**233,810**
100	Gas Tax Street	1,870,567	1,315,306	**555,261**	-	389,220	**(389,220)**	1,870,567	1,704,526	**166,041**
101	Measure A Street	604,750	-	**604,750**	-	-	-	604,750	-	**604,750**
102	RMRA (SB1) Gas Tax	521,076	-	**521,076**	-	-	-	521,076	-	**521,076**
103	SB300 Street Improvement	-	-	-	-	-	-	-	-	-
104	Article 3 - Sidewalk Construction	-	-	-	-	-	-	-	-	-
110	C.D.B.G.	-	-	-	-	-	-	-	-	-
111	Landscape Maintenance Assmt. Dist.#1	141,882	131,550	**10,332**	-	122,916	**(122,916)**	141,882	254,466	**(112,584)**
132	Air Quality Improvement	39,800	3,000	**36,800**	-	-	-	39,800	3,000	**36,800**
140	Asset Forfeiture	-	-	-	-	-	-	-	-	-
148	Supplemental Law Enforcement	100,000	100,000	-	-	-	-	100,000	100,000	-
150	State Park Bond Act	-	-	-	-	-	-	-	-	-
190	Housing Authority Fund	-	-	-	-	-	-	-	-	-
200	Special Donations	8,000	8,000	-	-	-	-	8,000	8,000	-
201	Senior Center Activities									
	4050 Senior Center	600	1,280	**(680)**	-	-	-	600	1,280	**(680)**
	4060 Senior Center Advisory Board	7,700	7,020	**680**	-	-	-	7,700	7,020	**680**
	Senior Center Activities Subtotal	**8,300**	**8,300**	-	-	-	-	**8,300**	**8,300**	-
202	Animal Control Reserve	-	-	-	-	-	-	-	-	-
203	Police Volunteer	1,500	1,500	-	-	-	-	1,500	1,500	-
300	City Hall COP Debt Service*	437,000	437,000	-	-	-	-	437,000	437,000	-
360	Sun Lakes CFD #86-1	125	-	**125**	-	-	-	125	-	**125**
365	Wilson Street #91-1 Assessment Debt	255	-	**255**	-	-	-	255	-	**255**
370	Area Police Computer	51,812	51,812	-	-	-	-	51,812	51,812	-
375	Fair Oaks #2004-1 Debt Service	199,000	199,000	-	-	-	-	199,000	199,000	-
376	Cameo Homes	170	-	**170**	-	-	-	170	-	**170**
	SPECIAL REVENUE FUNDS TOTAL	**4,234,237**	**2,271,658**	**1,962,579**	-	**512,136**	**(512,136)**	**4,234,237**	**2,783,794**	**1,450,443**

Budget Adjustment Requests - Banning Utility Authority Funds

➢ Fund 660 - Water:

- Decrease in Operating Expenditures transferring $550,000 from Operating to Capital Expenditures for AMI/AMR system.
- Reduction in Water Order $50,000
- Offset by Increases in Salaries & Benefits $38,841, Water Related Legal Expenses $100,000, and Wells/Pump Equipment repairs $25,000

Budget Adjustment Requests - Banning Utility Authority Funds

➢ Fund 680 - Wastewater:

- Increases in Salaries & Benefits $33,960
- Contracted WWTP Services $55,000 for prevailing wage compliance increased costs
- NPDES Storm Water Expense Increase $10,000 industrial waste inspections, plan reviews and NPDES inspections
- Increase for roof repairs $10,000
- Increases in Professional Services $23,105 and Engineering Services $20,000

CAPITAL IMPROVEMENT & BUA FUNDS

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
	Capital Improvement Funds									
400	Police Facilities Development	-	-	-	-	-	-	-	-	-
410	Fire Facility Development	3,000	-	3,000	-	-	-	3,000	-	3,000
420	Traffic Control Facility	1,750	-	1,750	-	-	-	1,750	-	1,750
421	Ramsey/Highland Home Traffic Signal	310	-	310	-	-	-	310	-	310
430	General Facilities	1,400	-	1,400	-	-	-	1,400	-	1,400
441	Sunset Grade Separation Fund	-	-	-	-	-	-	-	-	-
444	Wilson Median	1,450	-	1,450	-	-	-	1,450	-	1,450
451	Park Development	-	-	-	-	-	-	-	-	-
470	Capital Improvement Fund	-	-	-	-	-	-	-	-	-
	CAPITAL IMPROVEMENT FUNDS TOTAL	7,910	-	7,910	-	-	0	7,910	-	7,910
	Banning Utility Authority Funds									
660	Water Operations	10,570,147	9,887,285	682,862	-	(322,791)	322,791	10,570,147	9,564,494	1,005,653
661	Water Capital Facility Fee	45,000	-	45,000	-	-	-	45,000	-	45,000
663	BUA Water Capital Project Fund	3,750	-	3,750	-	-	-	3,750	-	3,750
669	BUA Water Debt Service Fund	1,989,318	1,989,318	-	-	-	-	1,989,318	1,989,318	-
	Water Subtotal	12,608,215	*11,876,603*	731,612	-	*(322,791)*	322,791	12,608,215	*11,553,812*	1,054,403
680	Wastewater Operations	3,567,979	3,444,015	123,964	-	178,009	(178,009)	3,567,979	3,622,024	(54,045)
681	Wastewater Capital Facility Fees	86,860	-	86,860	-	-	-	86,860	-	86,860
683	BUA WWtr Capital Project Fund	4,000	-	4,000	-	-	-	4,000	-	4,000
685	State Revolving Loan	304,289	304,289	-	-	-	-	304,289	304,289	-
689	BUA Wastewater Debt Service Fund	393,966	393,966	-	-	-	-	393,966	393,966	-
	Wastewater Subtotal	4,357,094	*4,142,270*	214,824	-	*178,009*	(178,009)	4,357,094	*4,320,279*	36,815
662	Irrigation Water	5,100	-	5,100	196,950	-	196,950	202,050	-	202,050
682	Wastewater Tertiary	234,496	-	234,496	-	-	-	234,496	-	234,496
	Reclaimed Water Subtotal	239,596	-	239,596	196,950	-	196,950	436,546	-	436,546
	Subtotal	17,204,905	16,018,873	1,186,032	196,950	(144,782)	341,732	17,401,855	15,874,091	1,527,764

Budget Adjustment Requests - Enterprise Funds

➢ Fund 600 - Airport:

- Increase in Revenue for Hangar Rents $8,000 and Aviation Fuel Sales $5,000
- Expenditures:
- Increases in Salaries & Benefits $6,829
- Increase in Repair and Maintenance Accounts $7,000
- Interfund service allocations increase $7,086

Budget Adjustment Requests - Enterprise Funds

➢ Fund 610 - Transit & Dial-A-Ride:

- Transit:
- Increase in Revenue for Grant funds $325,000 from STA and State of Good Repair $37,740 offset by reductions in ridership levels for Article 4 ($200,960) and Transit Fares ($13,302) - Total increase in Revenue $148,478
- Expenditures:
- Increases in Salaries & Benefits $336,863 ($500,000 error on FY19-20 adopted budget reduced by Salary savings of Parks and Recreation Director and Manager reallocation to General Fund.)

Budget Adjustment Requests - Enterprise Funds

➢ Fund 610 - Transit & Dial-A-Ride:

- Increase in Bus Shelter Expense for Advertisement fixtures $5,000
- Increase Professional Services for Transit Rebranding $15,000 and OpenGov, Executime, Pension/Labor costing $10,980.
- Increase in bus cleaning expenses $5,000
- Increase in interfund service allocations $69,950

Budget Adjustment Requests - Enterprise Funds

➢ Fund 610 - Transit & Dial-A-Ride:

- Dial-A-Ride:
- Decrease in Revenue ($34,879) due to reduction in ridership levels
- Expenditures:
- Increase in Salaries & Benefits $14,270
- Increase in interfund service allocations $65,513

Budget Adjustment Requests - Enterprise Funds

➢ Fund 670 - Electric:

- Decrease in Revenue ($300,000) due to reduction of CAISO revenue rate
- Expenditures:
- Increase in Salaries & Benefits $660,241 (Reclassifications of 5 positions as follows: Engineering Supervisor, Electric Business Support Manager, Public Benefits Analyst, Public Benefits Coordinator & Utility Services Assistant Plus Powerline Technician (1) & Powerline Apprentice (2) Positions added to budget at Mid Year 18-19)

Budget Adjustment Requests - Enterprise Funds

➢ Fund 670 - Electric:

- Increase in staff training/conferences $47,000
- Increase in tree trimming services $119,300
- Increased costs of JPA Expenses $30,000
- Increase in maintenance costs $75,000
- Increase in Software $125,000 and Professional services $26,973
- New account for Safety and EOC operations $50,000

Budget Adjustment Requests - Enterprise Funds

➢ Fund 670 - Electric:

- Increase in Special Utility Costs for Poles, Towers, Fixtures, Electric Distribution Lines, Substation expenses, meters expenses and tools/supplies $164,000
- Decrease in interfund service allocations ($1,504,308) - Offsetting GFT transfer ($1,793.677) with increases of $289,369, including share of planned equipment replacement
- Total Electric Budget Adjustments - decrease ($695,004)

Budget Adjustment Requests - Enterprise Funds

➢ Fund 690 - Refuse:

- Increase in Salaries & Benefits $4,601
- Increase in Advertising/Publishing budget for Recycling Outreach $7,500
- Increase Professional Services for compliance with Solid Waste regulations $71,612
- Increase in interfund service allocations $5,784
- Total Budget Adjustment Requests $92,610

ENTERPRISE FUNDS

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
	Enterprise Funds									
600	Airport	181,650	184,602	(2,952)	13,000	21,236	(8,236)	194,650	205,838	(11,188)
610	Transit Operations									
	5800	1,746,557	1,289,230	457,327	148,478	442,793	(294,315)	1,895,035	1,732,023	163,012
	5850	267,500	221,637	45,863	(34,879)	65,513	(100,392)	232,621	287,150	(54,529)
	610 - Total	*2,014,057*	*1,510,867*	*503,190*	*113,599*	*508,306*	*(394,707)*	*2,127,656*	*2,019,173*	*108,483*
690	Refuse	3,711,539	3,566,197	145,342	-	92,610	(92,610)	3,711,539	3,658,807	52,732
	Airport, Transit & Refuse Subtotal	5,907,246	5,261,666	645,580	126,599	622,152	(495,553)	6,033,845	5,883,818	150,027
670	Electric Operations			-			-			-
	7000 Electric	30,036,500	13,500,537	16,535,963	(300,000)	(171,562)	(128,438)	29,736,500	13,328,975	16,407,525
	7010 Generation & Transmission	1,535,261	18,061,039	(16,525,778)	-	(523,442)	523,442	1,535,261	17,537,597	(16,002,336)
	670 - Total	*31,571,761*	*31,561,576*	*10,185*	*(300,000)*	*(695,004)*	*395,004*	*31,271,761*	*30,866,572*	*405,189*
672	Rate Stability	21,000	-	21,000	-	-	-	21,000	-	21,000
673	Electric Improvement	21,000	25,000	(4,000)	-	-	-	21,000	25,000	(4,000)
674	2007/2015 Elec Rev Bond Project Fund	5,000	-	5,000	-	-	-	5,000	-	5,000
675	Public Benefit Fund	795,088	519,873	275,215	-	50,000	(50,000)	795,088	569,873	225,215
678	2007 Elec Rev Bond Debt Service	2,427,219	2,427,219	-	-	-	-	2,427,219	2,427,219	-
	Electric Subtotal	*34,841,068*	*34,533,668*	*307,400*	*(300,000)*	*(645,004)*	*345,004*	*34,541,068*	*33,888,664*	*652,404*
	ENTERPRISE FUNDS TOTAL	40,748,314	39,795,334	952,980	(173,401)	(22,852)	(150,549)	40,574,913	39,772,482	802,431

Budget Adjustment Requests - Internal Service Funds

➢ Fund 700 - Risk Management:

- Increase in Attorney Fees $250,000 - allocated across funds

➢ Fund 702 - Fleet Maintenance

- Decrease in Salaries & Benefits ($11,528)
- Increase in Repair and Maintenance Accounts $97,000 for in-ground lifts, generator repairs, aging fleet, and CNG compressor rebuild.

Budget Adjustment Requests - Internal Service Funds

➢ Fund 702 - Fleet Maintenance

- Increase in lease payments $16,128
- Increase in Professional Services $15,000 design services for upgrade to shop
- Increase in Gasoline/Diesel Fuel $57,100
- Total Budget Adjustment Requests $204,521

Budget Adjustment Requests - Internal Service Funds

➢ Fund 703 - Information Systems

- Increase Salaries & Benefits $3,467
- Increase in Software Maintenance $37,101 Endpoint protection
- Increase Hardware costs $11,848
- Increase in interfund service cost allocations $15,441
- Total Budget Adjustment Requests $70,597

Budget Adjustment Requests - Internal Service Funds

➢ Fund 761 - Utility Billing

- Decrease Salaries & Benefits ($5,034)
- Increase in Printing and Mailing costs $10,500
- Increase Computer Hardware - IVR check scanner & software $18,000
- Increase in interfund service cost allocations $19,847
- Total Budget Adjustment Requests $58,588

Budget Adjustment Requests - Internal Service Funds

➢ Fund 761 - Meter Reading

- Decrease Salaries & Benefits ($2,880)
- Increase Uniform maintenance $3,500
- Increase Computer Hardware/Software - Itron Meter reading equipment/software $5,400 plus $5,000 USB wifi/equipment and software upgrade
- Increase in interfund service cost allocations $15,402
- Total Budget Adjustment Requests $34,272

INTERNAL SERVICE FUNDS & SA FUNDS

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
Internal Service Funds										
700	Risk Management Fund									
5020	Workers Compensation	792,144	739,100	53,044	-	29	(29)	792,144	739,129	53,015
5030	Unemployment Insurance	79,952	47,065	32,887	-	493	(493)	79,952	47,558	32,394
5040	Liability Insurance	951,052	954,273	(3,221)	3,274	(947)	4,221	954,326	953,326	1,000
5300	City Attorney	500,000	500,000	-	250,000	250,000	-	750,000	750,000	-
	700 - Total	*2,323,148*	*2,240,438*	*82,710*	*253,274*	*249,575*	*3,699*	*2,576,422*	*2,490,013*	*86,409*
702	Fleet Maintenance	1,366,665	1,343,234	23,431	203,268	204,521	(1,253)	1,569,933	1,547,755	22,178
703	Information Systems Services	454,924	454,575	349	270,598	70,597	200,001	725,522	525,172	200,350
761	Utility Billing Administration									
3100	Account & Collection Service	1,655,376	1,655,376	-	58,588	58,588	-	1,713,964	1,713,964	-
3110	Meter Reading & Service	621,771	621,771	-	34,272	34,272	-	656,043	656,043	-
	761 - Total	*2,277,147*	*2,277,147*	-	*92,860*	*92,860*	-	*2,370,007*	*2,370,007*	-
	INTERNAL SERVICE FUNDS TOTAL	6,421,884	6,315,394	106,490	820,000	617,553	202,447	7,241,884	6,932,947	308,937
Successor Agency Funds										
805	Redevelopment Obligation Retirement F	2,975,619	2,445,629	529,990	-	-	-	2,975,619	2,445,629	529,990
810	Successor Housing Agency	3,939	3,939	-	-	-	-	3,939	3,939	-
830	Debt Service Fund	2,195,629	2,195,629	-	-	-	-	2,195,629	2,195,629	-
850	Successor Agency	-	-	-	-	-	-	-	-	-
840	BEA Capital Project Fund	9,000	-	9,000	-	-	-	9,000	-	9,000
841	BEA L/M Capital project Fund	2,000	-	2,000	-	-	-	2,000	-	2,000
855	2007 TAPBS Bond Proceeds	-	-	-	-	-	-	-	-	-
856	2003 TABS Bond Proceeds	-	-	-	-	-	-	-	-	-
857	2003 TABS Bond Proceeds Low/Mod	-	-	-	-	-	-	-	-	-
	SUCCESSOR AGENCY FUNDS TOTAL	5,186,187	4,645,197	540,990	-	-	-	5,186,187	4,645,197	540,990
	OTHER FUNDS GRAND TOTAL	73,803,437	69,046,456	4,756,981	843,549	962,055	(118,506)	74,646,986	70,008,511	4,638,475
	CITY WIDE GRAND TOTAL	92,369,698	88,186,716	4,182,982	3,288,649	2,786,422	502,227	95,658,347	90,973,138	4,685,209

POSITION REQUESTS

Budget Adjustment Request Detail:

- **ELECTRIC-** Reclassifications of 5 positions as follows: Engineering Supervisor, Electric Business Support Manager, Public Benefits Analyst, Public Benefits Coordinator & Utility Services Assistant
- **PUBLIC WORKS -** New Position of Associate Engineer (CIP) - to focus on Capital Improvement Projects

RECLASSIFICATIONS

- The Annual Fiscal Impact to reclass 5 Positions **$88,732**

Fiscal Year 2019-20
ELECTRIC DEPARTMENT RECLASSIFICATIONS
Salary and Benefits Calculation

	FY20
Avg Hourly	29.39
Annual	$ 61,136.85
Benefit Allowance (Included in Budget already)	
Maximum Cash Out:	
Sick Payoff	1,175.60
Comp Payoff	1,175.60
Vacation Payoff	1,175.60
Total Salary Cost	64,663.65
Life Insurance	432.00
PERS Employer Cost	15,284.21
Medicare	937.62
Social Security	4,009.15
SUI	684.73
WC	2,720.16
Total Benefit Cost	24,067.88
Total Additional Salary & Benefits	$ 88,731.53

Current Position	New Position	Current Class	New Class	Current Rate	New Rate W/ COLA	Difference (yearly)
Office Specialist	Utility Services Assitant	G44 - 6	U48 - 5	$ 38,394.38	$ 44,530.42	$ 6,136.04
Utility Service Assistant	Public Benefits Coordinator	U48-13	U55-11	$ 51,552.35	$ 61,568.63	$ 10,016.28
Public Benefits Coordinator	Public Benefits Analyst	U55 - 13	U68 - 3	$ 61,280.35	$ 69,383.36	$ 8,103.01
Management Analyst	Business Support Manager (Electric)	T68 - 7	T83 - 1	$ 72,626.43	$ 95,551.64	$ 22,925.21
Associate Engineer	Engineering Supervisor	T76 - 13	T83 - 9	$ 102,924.63	$ 116,880.94	$ 13,956.31
						$ 61,136.85
					Average	29.39

ASSOCIATE ENGINEER (CIP)

- The Annual Fiscal Impact for an Associate Engineer (CIP) $232,000
- Allocated as follows:
- 10% GF, 35% Streets, 25% Water, 25% Wastewater & 5% Airport

Fiscal Year 2019-20
Associate Engineer (CIP)
Salary and Benefits Calculation

Associate Engineer (CIP)			FY20
SALARY RANGE - T75			
($76,449.15 - 103,426.33)	Hourly		43.31
	Annual	$	90,090.83
Vehicle Allowance			3,000.00
Benefit Allowance			16,800.00
Maximum Cash Out:			
Sick Payoff			1,732.52
Comp Payoff			1,732.52
Vacation Payoff			1,732.52
Total Salary Cost			115,088.38
Life Insurance			432.00
PERS Employer Cost			22,522.71
Medicare			1,668.78
Social Security			7,135.48
SUI			1,009.02
WC			7,206.37
Total Benefit Cost			39,974.35
Total Salary & Benefits		$	155,062.73
Allocation:			
General Fund	10%	$	15,506.27
Streets	35%		54,271.96
Water	25%		38,765.68
Wastewater	25%		38,765.68
Airport	5%		7,753.14
	100%		155,062.73

Budget Adjustment Requests

- Budget Request details are listed in the FY 2019-20 Mid-Year Operating and Capital Budget Request Reports, made available on the back counter and distributed.

Discussion & Questions??

MINUTES
CITY COUNCIL

07/09/2019
REGULAR MEETING

COUNCIL MEMBERS PRESENT: Councilmember Happe
Councilmember Wallace
Mayor Pro Tem Andrade (via teleconference)
Mayor Welch

COUNCIL MEMBERS ABSENT: Councilmember Peterson

OTHERS PRESENT Douglas Schulze, City Manager
Kevin G. Ennis, City Attorney
Daryl Betancur, Deputy City Clerk
Matthew Hamner, Police Chief
Scott Foster, Interim Parks & Recreation Director
Tom Miller, Electric Utility Director
Art Vela, Public Works Director/City Engineer
Suzanne Cook, Interim Administrative Services 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 July 9, 2019, at 5:12 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

A motion was made by Councilmember Wallace, seconded by Councilmember Happe to excuse Councilmember Peterson from this meeting. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Deacon Bob Pawlin of Mountain Avenue Baptist Church offered the invocation.

Councilmember David Happe led the audience in the Pledge of Allegiance.

Mayor Welch asked that if the Council concurred, he was moving item 12 ahead on the agenda because there was a group of residents in the audience for that item who had submitted such request. Hearing no objection, it was so ordered.

A motion was made by Councilmember Happe, seconded by Councilmember Wallace to approve the agenda as amended. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

II. APPROVAL OF AGENDA

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

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

III. PRESENTATION

None

IV. REPORT ON CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (one case). **Approved settlement Agreement with ECI on a 4-0 vote, with Councilmember Peterson being absent.**

2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 Name of cases: Sierra Club v. City of Banning, Case No. RIC 1900544 and Golden State Environmental Justice Alliance v. City of Banning, Case No. RIC 19000654 (Banning Distribution Center**). Status report was provided. No final conclusive results.**

3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Subdivision (a) of Government Code Section 54956.9)
Name of Case: Sustainers Alliance for Environmental Responsibility (SAFER) v. City of Banning, et al. (Lawrence Equipment Warehouse Project)
Case No. RIC 1903059. **Status report was provided. No reportable action.**

V. PUBLIC COMMENTS, CORRESPONDENCE, AND APPOINTMENTS

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

Public Comment

Rick Bradford addressed the City Council regarding the building of community. He proposed to do so through the Council's support on establishing community gardens, which have proven to be an effective way to build community in other cities; that when the City Council considers regulations for landscaping that consideration is given to planting of fruit, nut trees and other berry bushes as opposed to just ornamentals.

Lia Colman spoke in support of the prior speaker; she spoke relative to the homeless and cleanliness; proposed an idea of a community shower and changing station for the homeless; inquired as to whether or not the community had any interest in funding such an idea; stated that the business community was in support of such an idea.

Nathan Paxon, stagecoach representative commented that he was present to invite the public to the Banning Stagecoach Days event coming up September 5 through September 8 and that tickets for the rodeo were available through the website.

CORRESPONDENCE

None.

APPOINTMENTS:

1. Select Voting Delegate to the League of California Cities General Assembly Annual Conference to be Held in Long Beach, October 16-18.

   Mayor Welch indicated that this item pertained to a selection of a member of the City Council for the Annual League of California Cities Conference.

   A motion was made by Mayor Pro Tem Andrade, seconded by Councilmember Happe, to nominate Mayor Welch as the Voting Delegate to the League of California Cities Annual Conference. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

A motion was made by Mayor Welch, seconded by Councilmember Happe, to nominate Mayor Pro Tem Andrade to be the first Alternate Voting Delegate to the League of California Cities Annual Conference. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

A motion was made by Councilmember Happe, seconded by Mayor Welch, to nominate Councilmember Wallace to be the second Alternate Voting Delegate to the League of California Cities Annual Conference. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Approved by Minute Order No. 2019-096

VI. CONSENT ITEMS

Mayor Welch asked if the Council wished to pull any items. Seeing none, he entertained a motion to approve the consent calendar.

There were no comments on consent items.

A motion was made by Councilmember Wallace, seconded by Councilmember Happe, to approve the rest of the consent calendar as presented. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

1. Approval of Special Meeting – 6/25/19 Minutes (Closed Session)

Action: Approved by Minute Order No. 2019-097

2. Approval of Regular Meeting – 6/25/19 Minutes (Workshop)

Action: Approved by Minute Order No. 2019-098

3. Adopt Resolution Approving the Agreement for Purchase and Sale and Escrow Instructions Between the City of Banning and Louis S. Lopez Trustee of the Louis S. Lopez Trust in Connection with Ramsey-Hathaway Street Improvement Project (Portions of APNs: 532-110-004, 532-120-001, -002, -008, -009, and -010) Not to Exceed $51,102.

Action: Adopted Resolution No. 2019-83

4. Authorize the City Manager to Sign the Notice of Completion for Project No. 2018-05 "City Hall Heating, Ventilation and Air Conditioning (HVAC) Improvements" as Complete and Direct the City Clerk to record the Notice of Completion (NOC).

Action: Approved by Minute Order No. 2019-099

5. Adopt Resolution Making an Appropriation of Additional Funds to Close Out Project No. 2016-04, "Roosevelt Williams Park Improvements.

Action: Adopted Resolution No. 2019-84

VII. PUBLIC HEARING(S)

1. Cedar Hills Apartments ("The Project"), General Plan Amendment No. 18-2504: Zone Change No. 18-3503; Design Review No. 18-7011; and Environmental Assessment No. 18-1508 for the Proposed Development of Multi-Family Residential Apartment Complex and Associated Infrastructure on 7.08 Acres of Land Within the Low Density Residential (LDR) Land Use District (APNS 534-283-011 and 534-283-014). (First reading and introduction).

   Adam Rush, Community Development Director presented the staff report and stated that this was a continued item; that the project is located on Hoffer Street, north of Wilson Street and westerly of Hathaway Street; that the project includes the conversion of land use from Medium Density Residential to High Density Residential; that the applicant had submitted an application to go from Low Density Residential to High Density Residential; that the project meets the minimum requirements of the proposed zone; commented that the property is about 7.04 acres; stated that the project now consist of four sixteen unit buildings;

and two unit buildings for a maximum of 88 units, which is a reduction of approximately 16 units from the proposal that was presented to the Planning Commission; stated that the project was revised with respect to the amenities, to incorporate public input and feedback given by the City Council at the last meeting.

Councilmember Wallace inquired about the number of bedrooms in each apartment unit; how the applicant proposed to maintain the property; and who was going to be managing the property.

Ms. Hannah, Applicant, stated that these apartments would be two bedroom, two bath apartments, which are larger than the minimum requirements; that they offer twenty units of parking, which is also in excess of the minimum requirements; that a professional property management company will maintain the property.

There was a brief discussion relative to the number of bedrooms per unit and that it may not be feasible to accommodate families with more than two kids or growing families.

Councilmember Happe asked about the type of survey conducted.

Ms. Hannah, Applicant, commented that she had conducted a survey about a year and a half ago, and what they came up with was what the results of the survey revealed was most in demand. The applicant's team addressed technical questions with respect to roofs, ingress, egress, grading, traffic circulation, street parking,

Public Comments

Maggie Scott inquired about the number of ways that cars can use to go in and out, with Mr. Rush, Community Development Director responding that the existing entrances were standard for a project this size, and which can accommodate fire trucks.

Amy Pippenger asked whether or not the management company was going to set the rent and whether or not individual units will be sold.

Adam Rush, Community Development Director responded that this was intended to be an apartment complex with units to be rented not sold; that this was not a condominium type of project.

Mr. Rush further stated that by the time the agenda needed to be posted, staff did not have the conditions, or any of the updates available to provide Council such as the Resolution and Ordinance; he stated that staff now has those documents and if the Council were inclined to make a motion for approval, the City Council could keep the public hearing open until the end of the meeting, then Council

could direct staff to go prepare the documents and come back at the end of the meeting for the City Council to consider.

Mayor Welch sought clarification regarding the actions the City Council was asked to take. City Attorney Kevin G. Ennis clarified that a Resolution was needed to approve the General Plan Amendment and to approve the Design Review, and the Council would need an Ordinance to change the zoning, which could be introduced at this meeting.

Mr. Ennis further clarified that Mr. Rush, Community Development Director had indicated that if the Council wanted to do this tonight, he would take the draft documents that were included in the agenda packet, update them, review the new conditions to ensure that they were correct and address any of the conditions that the Council wanted to impose.

Mr. Ennis stated that Mr. Rush could have those documents ready at the end of this meeting, which meant that the Council would reopen the hearing to allow Mr. Rush to present the documents, answer questions from Council, and subsequently adopt.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade, to move this item to the end of the meeting and allow staff to prepare the updated documents for further consideration, made a motion. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

City Attorney Kevin G. Ennis further clarified the motion that the City Council was keeping the public hearing opened; continuing the item to later on the agenda whereby Mr. Rush will come back after item 11 and present the item for the Council's consideration.

City Council reconvened the meeting at 8:43 p.m. to continue the public hearing tabled to the end of the meeting.

Adam Rush, Community Development Director came back to the podium to continue the matter of the public hearing relative to the Cedar Hills Apartments. He stated that pursuant to the Council's actions staff had updated a number of documents, which had been distributed to Council, and reviewed by the City Attorney; he read a few corrections into the record including the updating of the staff report thereby recommending approval of the General Plan Amendment, the

Design Review acceptance, and making the findings pursuant to CEQA as well as introduction of the first reading of the ordinance.

He further commented that the resolution had been updated as well; that the initial study had been signed; that the conditions were updated.

Councilmember Happe inquired about the specific changes to the conditions, with Mr. Rush stating that the preliminary grading was updated, the hydrology, the architectural plans, walls, fencing, lighting, open space and landscaping; that the issues surrounding Wilson Street had been addressed as well with Wilson Street being constructed to standards.

Public Comment

There was no public comment.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade, to adopt Resolution No. 2019-84A, adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, Environmental Assessment No. 18-1508, and approving General Plan Amendment No. 17-2504, Design Review No. 18-7001 for the Cedar Hills Apartment Project. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Mayor Welch called upon Deputy City Clerk, Daryl Betancur to read the title of the Ordinance into the record.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade, to waive further reading and introduce Ordinance No. 1548 as presented. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

A motion was made by Mayor Welch, seconded by Councilmember Happe, ordering that Ordinance No. 1548 pass its first reading. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Councilmember Wallace stated that for the record, she prays that this project works and that it be kept looking nice and well maintained.

Action: Adopted Resolution No. 2019-84 A
Action: Waived further reading and introduced Ordinance No. 1543 by Minute Order No. 2019-100

12. Adopt Resolution, Approving Purchase of Arena Fencing for Dysart Park in an Amount Not to Exceed $35,000. (***Item taken out of order***)

City Manager, Douglas Schulze indicated that staff was recommending purchase of arena fencing for Dysart Park in an amount not to exceed $35,000. He commented that he had a meeting with Stagecoach representatives who had pointed out some immediate needs; stated that this was a time sensitive item.

Public Comment

Diego Rose spoke about beautification and that we need to beautify the City's entire infrastructure be it parks, streets, or medians; spoke in support of approval.

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

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

2. Adopt Resolution Approving General Plan Amendment 18-2503, Waive Further Reading and Introduce Ordinance No. 1548, Approving Zone Change 18-350, to Amend the Land Use Designation and Zoning Classification of Two Parcels Totaling 5.14 Acres from General Commercial (GC) to Industrial, and Develop with Industrial Uses, Located at 200 South Eighth Street and 679 West Lincoln Street (APNs: 540-220-013 and 540-220-007).

Adam Rush, Community Development Director explained the location of the project, the type of project; commented that the project site included two property

owners; stated that the site was currently zoned commercial, and that the request before the City Council was to modify the Commercial Use designation to Industrial.

Public Comment

Diego Rose stated that he was familiar with the property but did not understand what the significance of the change or its intent.

Adam Rush, Community Development Director explained that the intended uses were not foreseen to continue; that the current uses will cease and there will be a relocation likely from the City of Beaumont to this location.

A motion was made by Councilmember Wallace, seconded by Councilmember Happe, adopting Resolution approving the General Plan Amendment 18-2503. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Mayor Welch called upon Deputy City Clerk, Daryl Betancur to read the title of the Ordinance into the record.

A motion was made by Mayor Welch, seconded by Mayor Pro Tem Andrade, to waive further reading and introduce Ordinance No. 1548. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

A motion was made by Mayor Welch, seconded by Mayor Pro Tem Andrade, ordering that Ordinance No. 1548 pass its first reading. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: **Adopted Resolution No. 2019-85**
Action: **Waived further reading and introduced Ordinance No. 1548 by Minute Order No. 2019-101**

VIII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

Councilmember Wallace attended the membership committee meeting of the Riverside County Community Partnership and commented that members of the organization will be coming to Banning to help residents pay their utility bills; this event is due to take place at the Senior Community Center in Banning.

Councilmember Happe reported on having attended the California League of Cities General Membership meeting in Riverside; that there were a number of issues discussed; that they voted in support of legislation including AB344, which was the new beginnings California Program, which establishes the Department of Community Services and Development and creates a new beginning for the purpose of providing California matching grant funds to cities and local government to promote job creation aiming homeless individuals; and SB 15, which also helps provides services to the homeless population.

Mayor Welch reported on the RTC (Riverside Transportation Committee) meeting he attended, where there was a substantial discussion on freeway travel over the next few months through the pass area; reminded the audience that on Highway 60 between Beaumont and Moreno Valley they are going to be closing one lane going west for the next five months.

REPORT BY CITY ATTORNEY

None.

REPORT BY CITY MANAGER

City Manager Douglas Schulze reported on:

- The City Council meeting schedule until August 27
- Commented on a special meeting for Wednesday, July 10 with Innovative Federal Strategies, the City's lobbing firm
- That the traffic beacon on Wilson Street was taken care of
- Provided a status report on the the homeless encampments
- Provided an update on various City recruitments efforts

REPORT OF OFFICERS

1. Adopt Resolution, Approving an Agreement for Purchase of Real Property in an Amount Not to Exceed $150,020 (APN: 534-152-025).

Ted Shove, Economic Development Manager presented the staff report and stated that this was an item related to potential acquisition for real property; that the Banning Electric Utility was currently upgrading its aging infrastructure to increase system reliability; that in anticipation of future growth and to increase safety and security of systems infrastructure, a new substation had been planned near the intersection of E. Theodore Street and Hardgrave Street.

He indicated that the staff recommendation was to approve the Agreement for purchase and sale and escrow instructions, authorize the City Manager to execute the Agreement, and authorize the Administrative Services Director to make the necessary budget adjustments and appropriations.

There were several questions from Council relative to the transmission lines locations and how these affect the surrounding properties.

Public Comment

There was no public comment.

A motion was made by Councilmember Wallace, seconded by Mayor Welch, to approve the item was as presented. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-86

2. Adopt Resolution of the Banning Utility Authority, Approving the Third Amendment to the Maintenance and Operations Agreement with Suez Water Environmental Services, Inc. to Extend the Term of the Agreement.

Art Vela, Director of Public Works/City Engineer presented the staff report indicating that the City of Banning had contracted out its operations and maintenance of the Water-Wastewater treatment since 1993 to JMM Operational Services, Inc. (JMM) for a period of five (5) year, which was bought out by United Water, which in turn was bought out by Suez; commented that Suez had done a good job and been very responsive.

Mr. Vela stated that he wanted to engage the Council on a discussion as to whether or not they wanted staff to issue a new Request for Proposals (RFP),

or if they wish to continue extending the current Agreement or a third option of bringing City staff to provide those services.

There were several questions from Council relative to the length of the Agreement and the expiration term; that if we were to go to RFP, staff could begin the process now; and whether or not Suez would have an advantage because they had been providing these services onsite for such a long time.

Art Vela, Director of Public Works/City Engineer clarified Council's direction that it was the Council's desire to direct staff to move forward with an RFP process.

Public Comment

There was no public comment.

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

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-11 UA

3. Banning Police Officer's Association Memorandum of Understanding.

Douglas Schulze, City Manager stated that staff was asking for the adoption of Resolution approving the Memorandum of Understanding between the City of Banning and the Banning Police Officers Association from March 2019 to March 2022; stated that the current MOU had expired in March of 2019; provided a brief summary of the actions taken in terms of the negotiations, which had led to a successful negotiation resulting in the proposed Agreement.

Public Comment

Diego Rose asked that if anyone had asked the Officers how they felt about the proposed Agreement; asked whether any of the Councilmembers had talked to any of the Officers directly.

Mayor Welch commented that the negotiators were the managing staff for the City, and that they were negotiating on behalf of the five elected officials.

City Attorney Kevin G. Ennis clarified that under state law when you have a union representative who is representing that bargaining group, that the City has a duty to work through that representative; commented that it was not permitted or allowed to circumvent that representative and to have dialogue negotiation back and forth between the Council members directly and the individuals in that Union; that Union members need to work through their designated representative.

A motion was made by Councilmember Wallace, seconded by Mayor Welch, to approve the item was as presented. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-87

4. Ordinance No. 1549, An Ordinance of the City Council of the City of Banning, California, Amending Chapter 15.76 of the Banning Municipal Code Updating Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program to Include a Process for WRCOG Calculation and Collection of Fees Under the Program, and Making a Determination of Exemption Under the California Environmental Quality Act. (CEQA). (First reading and Introduction)

Adam Rush, Community Development Director stated that this was a fairly routine item; he stated that what this Ordinance was allowing the City to do was to defer the payment procedure directly with WRCOG; explained the current payment procedure; stated that this will allow with the exception of credit agreements, applicants to go directly to WRCOG, which helps on our staff time in preparing the documentation and subsequently transferring those fees to WRCOG; that this also helps for auditing purposes; that we are still obligated to track the credit agreements.

Public Comment

There was no public comment.

Mayor Welch called upon Deputy City Clerk, Daryl Betancur to read the title of the Ordinance into the record.

A motion was made by Mayor Welch, seconded by Councilmember Wallace, to waive further reading and introduce Ordinance No. 1549. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

A motion was made by Mayor Welch, seconded by Councilmember Wallace, ordering that Ordinance No. 1549 pass its first reading. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Waived further reading and introduced Ordinance No. 1549 by Minute Order No. 2019-102

5. Adopt Resolution, Approving a Professional Services Agreement with Webb & Associates for the Preparation of CEQA Documentation and Environmental Services for the Sun Lakes Boulevard Circulation General Plan Amendment (CGPA).

Adam Rush, Community Development Director stated that the Sunlakes Boulevard extension from Highland Home Road to the Easterly boundary of the Sunlakes Development to Westwood Street is moving forward, consequently, staff is asking the City Council to approve the resolution for the amount of $78,479.50 for the preparation of the CEQA documentation, and authorize the City Manager to execute a Professional Services Agreement with Webb & Associate.

Public Comments

There was no public comment.

A motion was made by Mayor Welch, seconded by Councilmember Happe, to approve the item was as presented. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Adopted Resolution No. 2019-88

City Council recessed to a short break at 7:33 p.m.
City Council reconvened the meeting at 7:41 p.m.

6. Adopt Resolution, Approving a Professional Services Agreement with Dude Solutions for the Purchase of SmartGov Software and Licensing for the Streamlining of Permitting, Planning/Zoning, and Permit Inspections Services.

Adam Rush, Community Development Director presented the staff stating that with the building permit activity that is forthcoming, particularly, with the Pardee Projects, and the Rancho San Gorgonio Project, the current system of in taking, processing and issuing building permits is not adequate for handling the volume of anticipated growth; that the SmarGov system had already gone through a national procurement process and as such we did not have to publicly bid for this project; that there was a discount that came along with this; that we are using grant funding to pay for it.

Public Comment

There was no public comment.

A motion was made by Councilmember Wallace, seconded by Mayor Welch, to approve the item was as presented. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-89

7. Refunding of 2005 Wastewater Revenue Bonds for Debt Service Savings.

Suzanne Cook, Interim Director of Administrative Services, presented the staff report recommending that the City Council Adopt Resolution of the City Council and Banning Utility Authority, authorizing staff and consultants to prepare necessary documentation for the issuance of bonds to refund certain outstanding 2005 Wastewater Enterprise Revenue Bonds, Series 2005 and approving financing team members in connection therewith.

Ms. Cook provided a brief summary on the history of the bond issuance, and stated that because the interest rates are at all-time lows, that this was an excellent opportunity to refinance the 2005 Wastewater Revenue Bonds for debt

service and realize additional savings of approximately $632,655, without extending the current maturity date.

Public Comment

There was no public comment.

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

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-90
Action: Adopted Resolution No. 2019-12 UA

8. Adopt Resolution, Approving the Renewal of the Landscape Maintenance Contract for City Parks with Z&T Ventures, Inc. dba Service Scape of Alta Loma, California for Fiscal Year 2019-2020 in the Amount of $72,376.20.

Douglas Schulze, City Manager stated that staff was recommending adoption of the resolution that was included in the agenda packet.

Councilmember Happe inquired about the time that this contract was put out for an RFP. City Manager Schulze commented that this item was originally approved in 2017; that it was renewed for a one-year period in 2018, and that this represents the third extension.

Public Comment

There was no public comment.

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

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

Action: Adopted Resolution No. 2019-91

9. Discuss Community Development Department Staffing Needs.

Douglas Schulze, City Manager stated that what we are facing as a City is pretty significant with respect to the increase in the amount of permits that City will be taking in the next couple of decades; that we are going from zero single-family home permits to 300 plus annually, and the potential for up to 400 or more permits a year for new homes; that in looking at the current contract we have for contract services for building and safety planning staff that was not cost-effective for the City.

Mr. Schulze further stated that when we are experience a large volume of permits, we will need more staffing, however, that the current structure worked great during low volume permit times, thus we want to start looking at transitioning contract services to in-house building safety and planning staff; stated that he did not anticipate that we will transition to a full in-house only staffing; that it will always be appropriate for the City to use a certain amount of contract services because activity will not always stay at the peak but that we want to make sure we will continue to process permits in a timely manner; and that will require supplemental services with contracts.

Additionally, he commented that what we have looked at and what we are recommending is that we start the transition process to hire a building official, and a building inspector, he stated that such process will take likely 3 to 4 months to fill after the positions are authorized but that before we start down the path of developing job descriptions and looking at a hiring or recruiting process, that we want to make sure the Council was on board with this proposal and that we are not getting too far out in front of the Council.

Councilmember Happe asked if there was a foregone savings on this proposal if we were to go in-house and how will that affect contracts as far as where they stand right now.

City Manager Douglas Schulze stated that was based on the projected activity and of course that was an assumption that we were making that certain amount of projected activity will happen; he stated that we anticipate that over the next five years, we will be generating approximately $900,000 annually based on current accrued projects; that new projects that come in will be additional fee revenue on top of that amount; that under the current Professional Services Agreement with Charles Abbot and Associates, we will pay $810,000 in fees of that 4900,000; that the projected cost of adding four proposed positions we are anticipating that cost to be about $650,000 in 2020 and up to $716,625 in 2023; so roughly there will be about 200,000 in annual savings.

Councilmember stated that we will still need to retain outside contract services as mentioned earlier with City Manager Schulze stating that is going to depend on increase activity above the current approved projects; that will be an average of 660 new dwelling units per year; and the cost of that will be based on a negotiated contract with Charles Abbot or some other provider.

Mayor Welch stated that he had a couple of comments; that as we continue to grow we are going to need an increase people power; that to do so made sense given the projected activity; that it was important to evaluate both options to make sure that in the long run we are getting the best for our resident's dollars; that he personally would say to have staff take a look and see at least we investigated it to the point so we can make some decisions on it.

Public Comment

There was no public comment.

Action: No formal action taken. Direction provided to City Manager by Minute Order No. 2019-103

10. Ordinance No. 1550, An Ordinance of the City Council of the City of Banning, California, Providing for Public Works Contracting Pursuant to the Uniform Public Construction Cost Accounting Act, Amending Title 3 of the Banning Municipal Code and Making a Finding of Exemption Under CEQA in Connection Therewith.

Tom Miller, Electric Utility Director stated that the action asked that the City Council help staff change the purchasing policy to expand it thus allowing the City Manager and Director when it deals with construction contracts; he explained that the purchasing system ordinance currently provides that all public project contracts exceeding $5,000 must be contracted for and let pursuant to certain standard provisions of the California Public Contract Code that apply to public works contracts awarded by cities; however, this low dollar threshold, which is set by state law has been in place in Banning since 1965 and has not been adjusted by the State since that time.

Mr. Miller further stated that this low threshold could cause a degree of bureaucratic expense and delay, while not achieving the same degree of cost-effectiveness, openness and fairness that was originally intended. He stated that the recommendation is to introduce for first reading Ordinance No. 1550, an ordinance providing for public works contracting pursuant to the Uniform Public Construction Cost Accounting Act, amending Title 3 of the Banning Municipal Cod, and making a determination of exemption under CEQA; and adopting resolution electing to become subject to the provisions of the Uniform Public Construction Cost Accounting Act.

There were several questions related to expanding the spending authority of Directors for City construction contracts. There were also questions related to transparency, and whether or not we would comprise in any way check in balance during the procurement process.

City Attorney, Kevin G. Ennis commented that one thing that this Ordinance will do is that it will enable another avenue of recourse in the event that there is a complaint from a bidder; that there is a state Commission- the Cost Accounting Commission whereby if a contractor or an individual feels that the City is not abiding by the appropriate threshold requirement, they can go to that Commission and the Commission can look into it; that if they Commission were to determine that the City did not follow the appropriate threshold requirements, then they can disapprove of what the City has done and provide oversight; thus in that respect, you will be having a different and and additional layer of State oversight.

Public Comment

There was no public comment.

Mayor Welch called up Deputy City Clerk Daryl Betancur, to read the title of the Ordinance into the record.

A motion was made by Mayor Welch, seconded by Councilmember Wallace, to waive further reading and introduce Ordinance No. 1550. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

A motion was made by Mayor Welch, seconded by Councilmember Happe, ordering that Ordinance No. 1550 pass its first reading. Roll call vote was taken as follows:

AYES:	Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Peterson

A motion was made by Councilmember Happe, seconded by Councilmember Wallace, electing to become subject to the Uniform Public Construction Cost Accounting Act. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch
NOES: None
ABSTAIN: None
ABSENT: Peterson

Action: Adopted Resolution No. 2019-92
Action: Waived further reading and introduced Ordinance No. 1550 by Minute Order No. 2019-104

11. Purchase of Electric Facilities from Mountain Air Mobile Home.

Tom Miller, Electric Utility Director provided a brief narrative of past actions on this item stating that during October 2018, City Council approved a retail residential rate restructuring to benefit the customers of the Banning Electric Utility; that the Utility staff notified the ratepayers of the implementation of this new rate structure as of March 1, 2019; that with this notification the Mountain Air Mobile Home Estates' owners contested the new rate structure and requested an audience with Councilmember Don Peterson and Electric Utility Director Tom Miller.

Mr. Miller further stated that they had met with the owners at Mountain Air; that at that meeting, it was mutually agreed that Banning Electric might consider the purchase of Estates' secondary electrical energy distribution system; that upon staff analysis, there was no cost value to that system due to its age and depreciation; that a third party evaluated the system for possible purchase and at a closed session on June 11, the Council authorized staff to continue discussions with Mountain Air and enter into negotiations for the transfer of assets between Mountain Air and Banning Electric Utility for the buy-out of that system, and that Mountain Air had agreed; that Banning Electric Utility offered $30,000 for the existing facilities and perpetual easements; that the action before the City Council tonight was to ratify those agreements.

There were a few questions from Council relative to the maintenance of the system, sprinkler timers, and decorative lights.

Public Comment

There was no public comment.

A motion was made by Mayor Welch, seconded by Councilmember Wallace, to approve the item as presented. Roll call vote was taken as follows:

AYES: Happe, Wallace, Andrade (via teleconference from Taunusstein, Germany), & Welch

NOES: None
ABSTAIN: None
ABSENT: Peterson

City Council recessed to a short break at 8:34 p.m.
City Council reconvened the meeting at 8:43 p.m. to continue the Public Hearing item No. 1, Cedar Hills Apartments.

IX. DISCUSSION ITEM

None

CITY COUNCIL – Next Meeting, August 27, 2019, 5:00 p.m.

Please note that in accordance with City Council Resolution No. 2017-14, the City Council will go dark for the last meeting in July and the first meeting in August. Therefore, please be advised that the City Council will not hold its regular meetings on July 23 or August 13 respectively.

X. ITEMS FOR FUTURE AGENDAS

1. Website Redesign
2. Wildfire Mitigation Plans
3. 553 E. Ramsey Receivership

XI. ADJOURNMENT

By consensus, the meeting was adjourned at 9:09 p.m.

Minutes Prepared by:

_____
Daryl Betancur, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: http://www.banning.ca.us/ArchiveCenter/ViewFile/Item/2135 **requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.**

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

07/30/2019
SPECIAL MEETING- CLOSED SESSION

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

OTHERS PRESENT: Kevin G. Ennis, 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 July 30, 2019 at 3:00 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

II. CLOSED SESSION

Mayor Welch opened the closed session items for public comments.

Public comments.

Inga Schuler commented that it was difficult to speak on a closed session not knowing what the subject was; stated that from what she had heard, the subject of what the Council intends to discuss was the recent Grand Jury report findings, which had some vague references compared to three past Grand Jury reports; stated that in the past certain sitting Councilmembers had doubted the Grand Jury reports by not validating them.

Ms. Schuler objected to the four pages of the report, which had garnered much attention in an egregious fashion; commented that she wanted to encourage the Council to disagree with the findings.

John Hagen addressed the City Council regarding the Grand Jury report investigation; stated that he had been here three years and during that time, there had been three previous Grand Jury reports, which all had been swept under the table; commented that this particular Grand Jury report seemed to be targeting Councilmember Don Peterson.

Mr. Hagen further stated that because Mr. Peterson was a torn on people's side, they were now making an example of him; stated that he saw a problem with the investigation in that they interviewed about 14 or 15 people, and among them included employees who may have been disgruntled for one reason or another; commented that in terms of the citizens that were interviewed, that they were preselected; lastly, he made positive remarks about Councilmember Peterson who comes to the dais prepared and is up to speed with what is going on in City government.

David Ellis spoke in support of Councilmember Peterson; stated that he was a highly successful businessperson, former law enforcement officer, a decorated Vietnam veteran who had received a purple heart; stated that he saw a majority of the Council who were greedy because here we have a successful Councilmember who happened to be one of the most successful Councilmembers we had had, and yet there was a current effort to get rid of him.

Jerry Westholder stated that the current Grand Jury report was more reflective of past Councilmembers than anyone presently; that because it appears that it was about Councilmember Peterson, he had one question, and that it was that investigations include both sides of the story; that the report stated that they had interviewed former Councilmembers, and that neither him nor former Councilmember Miller were interviewed; that perhaps it was because they had a different side of the story.

Diego Rose addressed the City Council on the matter of the Grand Jury report stating that he assumed that the report was about Councilmember Peterson; that common sense had no place in local government, state or federal; that we do things backwards and then we wonder why we get the results we have; stated that Grand Jury investigations were kind of like that; stated that as someone who was familiar with the Grand Jury process, what happens in these cases is that someone has to initiative the process by bringing them a great deal of information so that they can determine if the matter that they are alerted to warrants an investigation.

Mr. Rose further commented that the goal with these investigations is for the jurors to find some significant issue that they can move forward with, hoping that it will result in some significant change; however, he stated that change does not come from these investigations but rather from people, and ultimately nothing happens; lastly, spoke positively of Councilmember Peterson in his preparation for Council meetings and how he always asks the right questions.

Ellen Carr commented that the Town is being torn apart; that there are significant divisions among us; that two wrongs do not make a right; that this was not right; that Councilmember Peterson can be loud, but that is his personality; that now the bully was being bullied; stated that the people had elected the Council to make this town better; that prior Grand Juries findings had been swept under the rug and this one was not; urged the Council to do the right thing; and asked why was the Council airing its dirty laundry in public; made positive remarks about Councilmember Peterson's performance on the City Council.

Brooke Dahlman stated that it was horrible what was happening in this City; that the Council going against each other in such a public manner was not helpful for the building of community; spoke highly of Councilmember Peterson stating that he lets the community know what goes on in City Hall.

Unknown Speaker spoke about his electric, water bill, and how he did not get a bill for five months; called City employees incompetent; spoke in support of Mr. Peterson's tenure on Council.

Unknown Speaker spoke on behalf of Councilmember Peterson and how he was the only Councilmember who comes prepared to the meeting asking the right questions; commented that from the outside looking in, it looked like retaliation; spoke highly of Councilmember Peterson and how he does his homework, and educates himself to make things better for the community; she stated that he was a fighter and that is what we needed in Banning; commented that she did not understand why this was not swept up under the rug like the other Grand Juries.

John Clark read a statement into the records in support of Councilmember Peterson; spoke of his integrity; that he was good for Banning; commented that he was being attacked for being outspoken; that people were angry because he wants the best for Banning; stated that most Councilmembers were new; he urged the Council to vote against censure and to support Mr. Peterson.

Lynn Pippenger stated that she did not recall a previous Grand Jury report in the past being addressed in this manner; that she assumed that nothing will be done about this report either.

1. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (Two potential cases)

The meeting convened to closed session at 3:35 p.m. and adjourned to open session at 5:36 p.m.

City Attorney Kevin G. Ennis reported that the City Council had met in closed session regarding the matter listed on item No. 1 of the agenda and that there was no final and reportable action.

III. ADJOURNMENT

By consensus, the meeting adjourned at 5:36 p.m.

Minutes Prepared by:

_____

Daryl Betancur, Deputy City Clerk

The entire discussion of this meeting and related documents can be found by visiting the following website: https://banningca.gov/ArchiveCenter/ViewFile/Item/2140 **or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.**

MINUTES
CITY COUNCIL

08/07/2019
SPECIAL MEETING

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 G. Ennis, City Attorney
Daryl Betancur, Deputy City Clerk
Tom Miller, Electric Utility Director
Art Vela, Public Works Director/City Engineer
Suzanne Cook, Interim Administrative Services Director
Adam Rush, Community Development Director
Laurie Sampson, Executive Assistant
Leila Lopez, Office Specialist

I. CALL TO ORDER

A Special meeting of the Banning City Council was called to order by Mayor Welch on August 7, 2019, at 5:00 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

Mayor Welch commented that the person scheduled to offer the invocation had taken ill and he was in the hospital.

Mayor Welch led the audience in the Pledge of Allegiance.

II. APPROVAL OF AGENDA

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

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

III. DISCUSSION ITEM

Mayor Welch stated that this special meeting this evening was for discussion of and direction to City staff regarding the June 18, 2019 Riverside County Grand Jury report titled, "City of Banning Council and City Manager Relationship" and that we will be discussing the items listed below A-E.

Discussion of, and Direction to City Staff regarding, the June 18, 2019 Riverside County Grand Jury Report entitled "City of Banning Council and City Manager Relationship"

A. Summary of Grand Jury Report Findings and Recommendations
B. Questions from Councilmembers regarding Report
C. Public Comments on Grand Jury Report
D. City Council Discussion of Findings, Recommendations and Actions
E. Direction to Staff on Contents of Draft Response due by September 19, 2019

Mayor Welch stated that this evening we have a single item for discussion; that he would ask that anyone and certainly the public was welcome at that podium at the appropriate time; he urged everyone to be respectful throughout this meeting and that any comments and questions that are made not only from the Council but from the public itself are relevant to this meeting; stated that this was not the time for public comments.

Mr. David Ellis stepped up to the podium out of order and demanded to speak because a note at the bottom of the agenda stated that at any time during the meeting, the public had a right to make a statement.

City Attorney Kevin G. Ennis interjected and stated that the speaker has a right to speak at the time designated on the agenda; that while he does note a notice that allows people to come up, it does provide on the agenda a time for public comments, thus he recommended that the Council take the public comment at that time.

City Attorney Kevin G. Ennis stated that this was a special meeting and that the Brown Act, which is the Act in which we are operating requires public comment. However, that when there's a special meeting, which this is a special meeting, the public comment can be limited and shall be limited to the subjects on the special meeting agenda at a regular meeting. The public can speak on items not on the agenda. Further, Mr. Ennis stated that just for clarification, that the language that was appended to the end of the agenda is language typical for the regular meeting; that the specifics under the Brown act is that when there is non-agenda items, public comment is not required.

Mayor Welch asked City Attorney Kevin G. Ennis to present the findings of the Grand Jury Report.

City Attorney Kevin G. Ennis presented a PowerPoint presentation regarding the findings of the Grand Jury report indicating that there were three significant findings, including: 1) City Council member circumvents City Manager relationship, the 2018 2019 Riverside County Civil Grand Jury investigation discovered recent incidents where one City Council member frequently circumvented the authority of the City Manager and dealt directly with department heads and City employees; that in one example, a Council member directed a Police Officer to open a criminal investigation into the water use activities of a private citizen."; 2) "Council members, independent actions, one Council members' actions created a destructive culture within the City government, interviews of Banning employees revealed that several City employees resigned from City employment in response to improper unprofessional and inappropriate contact and actions by this Council member. Another such action was directing and Interim Police Chief on the day to day functions in the police department, this Interim Police Chief regularly adopted these directions as his own and appeared to not make independent decisions; and 3) Low employee retention whereby one Council members, inappropriate actions have contributed to low employee retention and difficulty in filling open positions with qualified personnel and an acting City manager, a department head and several other City employees left City employment following continuous harassment; that the word bully was frequently used to describe this Council members interactions with former and current City employees, this hostile work environment has resulted in litigation settlements from the City of Banning, which totaled nearly $2 million."

City Attorney Kevin G. Ennis further stated that the Grand Jury report then included a series of three recommendations,among these:1) recommendation number one is entitled City Council member circumvents City Manager relationship and reads as follows, "City Council member must follow article 2.0 8.11 of the Banning Municipal Code, which stipulates that no Council member has the authority to act alone without the concurrence of a Council quorum and an actionable vote. The City Attorney and or designated legal experts should instruct, should instruct city council members of their duties and responsibilities"; 2) the Banning City Manager must, per Banning Municipal Code Article 2.08.110, require department heads to notify him or her of any unauthorized contact by any City Council member; and recommendation 3) the Banning City Council members must strive to eliminate such bullying behavior and implement specific policies and procedures for disciplinary actions against any City Council member or department head who violates city procedures or ordinances; That the City Council should publically censure any of its members who violate standards of civil and ethical conduct, including violoations of laws and municipal codes.

City Attorney Kevin G. Ennis then spoke about the summary of findings, which addressed the findings and the recommendations stated in the report.

Mayor Welch asked if there were any questions from Council regarding the report.

Councilmember Peterson stated that he had none.

Councilmember Wallace commented on the reasons why she was compelled to run for City Council and stated that she had seen instances of bullying even before she was elected to Council; that Councilmember Peterson's treatment of colleagues is disrespectful and that she wanted to know the reasons he has to be against the City Manager; that she found the conflict beteeen them very unprofessional.

Councilmember Wallace also stated that she recognized how his actions were making the Council look bad and how he does not say anything when his supporters come to the podium making false claims about the City Council; that she also reads her agenda packet; that Councilmember Peterson makes people look like they were stupid.

Mayor Welch called for a point of order and reminded the Council that at this point in the meeting is to have questions from Councilmembers regarding the report before public comment, and following public comment, the Council will discuss the matter at hand.

Councilmember Happe asked the City Attorney, Kevin G. Ennis to explain for the audience the purpose of the grand jury and what they are tasked with; stated that he was asking this question because there was information out in the community, which claimed that the City Council had something to do with this Grand Jury investigation.

Public Comments

The following residents provided testimony and spoke on behalf of Councilmember Peterson: Don Hagen, Inga Schuler, Edward Miller, Dorothy McClain, Ellen Carr, Rick Pippenger, Cynthia Barrington, Diego Rose, Jerry Westholder, Valerie Westholder, Rita Chaparosa, Sharon Barber, David Ellis, Art Nordquist, Dora Nordquist, and Don Clark stating that Councilmember Peterson was a man of good character and who tell it is like it is; does his homework, knows the issues; was the presumed subject of the report being Councilmember Peterson; was the only one who reports wrong-doing; has attempted to improve the City; he works hard for the City; that someone in the City of Banning with political influence caused the investigation; and that he is a smart man, a decorated veteran, and a valuable member of the Banning City Council

Lisa Schulze, stated that she wanted to say a couple of things, including that at the last Council meeting members of the public spoke disparing her and disparaging members of the City Council, and her husband; stated that this meeting was not about her; that this meeting was about the Grand Jury findings and that was what we needed to concencrate on; commented that this was not about what Councilmember Peterson had done for the community; instead it was about what Councilmember Peterson had failed to do for the community.

Paul Perkins commented that we can do a lot better; that we have three problems, one deals with City staff, one deals with the City Council and one deals with the audience who do not show up to meeting unless is something controversial; stated that he encouraged more people to attend these meetings.

Unknown speaker stated that she was here with a more positive attitude as a former City employee; that she will continue to be positive even though she had wrong done to her; that we do not need to tear each othe apart; she called for unity in the City of Banning.

Brooke Dalhman stated that there was a lot of division on the Council and that for the benefit of the community the Council should put differences aside and do what it s best for the people.

Sandra Reed spoke about loving Banning and that she respected the issues being discussed and called for beautification of Banning and that we need to come together.

John Baca representative for IBW members for the City of Banning on the utility side thanked Mr. Peterson for his service as a veteran; spoke of certain instances where employees were berated and disrespected; that Councilmember Peterson has done a decent job but that Councilmember Petersons' actions and treatment were not professional; that Councilmembers should be held to the same or higher standards as management or non-management staff.

Mayor Welch thanked everyone that came to the podium and stated that this was the time for the Council to engage in a discussion of the findings.

Councilmember Peterson presented a long narrative about his tenure on the Council and provided a brief history of his background as a law enforcement officer, as a business person, and an elected official; he defended the allegations by providing some context and history of the allegations; commented that this was nothing but a character assassination by current City Manager, current City Council members and former Councilmembers and staff. In addition, Councilmember Peterson read letters into the record attesting to this character and in relation to the Grand Jury report.

Councilmember Happe commented on the show of support for Mr. Peterson; that with respect to whistleblowing, asked if the proper channels were followed; commented on four lawsuits of the past several years; questioned Councilmember Peterson's role on these lawsuits, and the cost of $ 2,000,000 that it had cost the City; spoke about being frustrated with what this is costing the City; spoke about the toxic environment in the City and that Mr. Peterson was a contributor to it; expressed concerns with Councilmember Peterson's supporters and how they spread hearsey and lies on social media forums.

Mr. Happe provided a written statement with his answers on the findings of the Grand Jury report, which are entered into the record. He stated that in summary, he called for each member of the Banning City Council to Follow Article 2.0 8.11 of the Banning Municipal Code; stated that If these allegations are true, then he called on City Councilmember Peterson to do the right thing; that if these allegation were true about him that he would resign; and stated that finally, he called on citizens of Banning to hold the Council to the highest standards that they expect and to attend meetings and voice their concerns at the Council and public meetings.

Councilmember Happe added he would encourage citizens to file written complaints regarding any city agency with the appropriate department and vote in your City elections and participate and educate themselves about the process of city governance that would be useful; that most importantly, he asked that the citizens of Banning to remember their tone in public because it translates to the public image and goodwill of this town.

Mayor Pro Tem Andrade refuted what an earlier speaker stated about her calling the Grand Jury incompetent stating that she did not do so; that, that statement was made on social media and as such it had to be right; that what she said about the report was that she was disappointed and she had stated in that meeting that her impression was that everyone on the Council and specifically the parties involved would have been interviewed and questioned by the Grand Jury, which we found out at that meeting that only three council members were interviewed.

She stated that she had not file the Grand Jury report that is the subject of tonight's meeting; that she did not know who filed it; that apparently people in the community know who was interviewed because that information was not given the Council; that they have done a thorough investigation on this; and that she finds sadly that these allegations are true.

Mayor Welch stated that most of this investigation was done by one Grand Jury; spoke item by item of the Grand Jury findings in the report; and stated that what the Council missed sometimes was the benefit of collaboration; that we need to be forthright about our objectives and goals with the City Executive so he or she can do what is possible to help us achieve them; instead of going around the Chief Executive; spoke about consistency in the position of Executive Officer; commented on the recommendations of the Grand Jury including, the Grand Jury recommendations for improvement and collaboration.

Mayor Welch further stated that based on the findings of the June 18, 2019 Grand Jury report, Councilmember Peterson should be censured for his actions; he recommened that a City Council workshop to reference the policies and procedures for City Council members and staff be held; that he suggested the City through the City Manager and the City Attorney cite all Banning Municipal Codes.

Councilmember Wallace stated that for the constituents to sit up here and laugh was totally disrespectful and rude; that she recognized she was new on Council but her efforts were to help the community; Ms. Wallace addressed each of the Grand Jury report findings stating that she felt that had noticed the lack of communication between the City Manager and the Councilmember subject of the report; that he tries to make the rest of the Council look bad in front of the constitutents; that she did believe the findings with respect to ordering a Police Chief; talking down to employees and bullying.

Councilmember Wallace further stated that Councilmember Peterson is always bashing people; that he is unprofessional and should therefore be censured; that he attacks

people he disagrees with and that he tries to make himself look good and tries to make the rest of the Council look bad to our fellow constituents; commented that we need to enforce policies and procedures for disciplinary actions actions against any and any City Council members who violate City procedures or ordinances; lasty, Ms. Wallace stated that upon the findings of the Grand Jury Report, she was initiating a statement of charges to censure Councilmember Don Peterson with the Grand Jury Report.

A motion was made by Councilmember Wallace to censure Councilmember Peterson with the charges as stated in the Grand Jury Report.

A substitute motion was made by Councilmember Peterson, to delay the response for a few minutes and for discussion prior to entertaining the main motion made by Councilmember Wallace. Motion was seconded by Councilmember Happe. Motion carried.

Councilmember Peterson stated that the findings that have come out were not a surprise that it was what he had expected; that he was disappointed because after all the evidence he presented from former employees and others, the Council still concurred with the Grand Jury findings.

Further Councilmember Peterson stated that If the motion for censure did not pass the proceedings, it shall be at the end; that a new motion for censure on the same grounds or violation may not thereafter be commenced against the same legislative body member for a period of one calendar year from the date of the vote; that he had brought a censure against Mayor Welch last year and that it had failed due to a motion; commented that now that the year passed, that if we are going to do a censure on him for these violations, then that he too wanted to have a censure on Mayor Welch on the same agenda for the violation of which the Grand Jury had outlined last year; further stated that he will bring a new set of charges against Mayor Welch, and in turn Mayor Welch will bring the charges against him, and thus, the process will unfold.

Mayor Welch sought clarification from City Attorney Kevin G. Ennis asking that if the motion was made at this meeting for censure and it is seconded and it passes, that is the starting of the process of the censure and it would not become due sometime until September, is that statement correct?

City Attorney Kevin G. Ennis stated that he wanted to be clear about it commenting that the process is initiated by a member of the City Council; that it says only a sitting member of the Banning City Council may initiate proceedings for a censure of one of its members; that proceedings shall be commenced by the presentation of a written statement of charges to the subject Councilmember by the Councilmember initiating the charge; therefore it doesn't require a motion; that any one member of the Council can initiate the process by presenting a written statement of charges to the subject Councilmember.

Mr. Ennis further stated that once that has occurred, the statement of charges shall be given and there's a discrepancy between what's in the Municipal Code and what's in your rules of procedure; that the Municipal Code says statement of charges shall be given at least two Council meetings prior to that at which the central motion is proposed to be brought. So if it were to be presented, you have a Council meeting in August on August 27th, you have one on September 10, that would be the second meeting, If the charges are presented tonight, however, if not presented tonight, it'll push it to a future meeting; he stated that once the charges have been presented, then the person receiving the charges has an opportunity to present a written a response and that has to be delivered to the other members of the body, and then at the meeting at which the censure would be considered, there is to be a hearing.

City Attorney Kevin G. Ennis went on to state that the statement, the reading of the statement and the rebuttals, both are read; that after reading the charges, each member may present witnesses if they want, and then there has to be a vote and the vote is to be by the three non-party members to the Council. He cited an example, if there's an initiator and a respondent, it's the other three on the Council who vote for the censure; that this is to be done in open session, and that's a summary of the procedures on the censure.

Mayor Welch asked about what Councilmember Wallace had just done by introducing a motion.

City Attorney Kevin G. Ennis responded that no, a motion was not necessary; that she she can initiate the procedure by presenting a written statement of the charges and she has to decide if she's going to present those charges in writing tonight or some other time because that will be the point at which the charges are presented and the process is initiated.

Councilmember Wallace stated that with her statement, she will initiate the process. City Attorney Kevin G. Ennis stated that in that case, Councilmember Wallace statement would need to be copied and delivered to Councilmember Peterson if that's who you want to serve.

Councilmember Peterson stated that he in turn would deliver this to Mayor Welch; he stated that a member of the Grand Jury report stated that he directed the City Manager to spend an ungodly amount of money and utilize City employees and placing them at risk, sending them out on the I-10 Freeway to clear bushes, thus, he stated that he was censuring Mayor Welch as well.

Councilmember Peterson presented Mayor Welch with a copy of the charges.

City Attorney Kevin G. Ennis stated that as soon as the Clerk returns with the copy and hands it to Councilmember Peterson, then that central process will commence; he noted that copies had been provided to all Councilmembers and that it was presented to Mr. Peterson personally.

City Attorney Kevin G. Ennis stated that while we are waiting, there is another item of business which is the issue of the Council providing direction to staff too in terms of a draft response back to the Grand Jury; he commented that this would be an opportunity for the Council to give direction; that we had heard the Council's individual comments, but that if there was any other direction you wanted to give to staff in preparing a draft response, and when you want that draft response back not on the censure issue, but on the response to the Grand Jury.

Mayor Welch stated that based on all the comments and discussions tonight, we all have given you copies of what we have.

City Attorney Kevin G. Ennis stated that he had not received copies of your comments; only some perhaps one.

Mayor Welch stated that he would like to ask the City Manager and City Attorney using the information provided to come back with a recommendation.

City Attorney Kevin G. Ennis asked if the Council want them to come back with that draft response that your August 27th meeting? Mayor Welch stated that yes.

Mr. Ennis commented that because according to the procedures, then we'll have a draft response to you on August 27th with respect to the censure under the Municipal Code; commented that will occur at the September 10th meeting because it has to be the second meeting after the presentation of the statement of charges and this applies for both of the censures provided to Councilmember Peterson and Mayor Welch.

Mayor Welch clarified that everyone was given copies; stated that having no further business to discuss, the meeting was adjourned.

IV. ADJOURNMENT

By consensus, the meeting was adjourned at 8:44 p.m.

CITY COUNCIL – Next Regular City Council Meeting, August 27, 2019, 5:00 p.m.

Minutes Prepared by:

_____

Daryl Betancur, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: https://banningca.gov/ArchiveCenter/ViewFile/Item/2141 requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Laurie Sampson, Executive Assistant**

MEETING DATE: **August 27, 2019**

SUBJECT: **Receive and File Contracts Approved Under the City Manager's Signature Authority for the Months of June and July 2019.**

RECOMMENDATION:

Receive and file Contracts approved under the City Manager's signature authority for the Months of June and July 2019.

BACKGROUND:

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

ATTACHMENT:

1) List of Contracts, June 2019 approved by City Manager
2) List of Contracts, July 2019 approved by City Manager

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

List of Contracts

June 2019

Contracts, Change Orders and Sole Sources Approved Within City Manager Signature Authority (2019)

City Manager Approval	Vendor Name	Description of Item/Service	Contact Award Total	Department/Division	Comments
6/10/2019	R3 Consulting	Contrat Profiling Svcs.	$ 25,000.00	Public Works Engineering	C00523
6/26/2019	Western Exterminator - Rentokil	Bird Abatement at PD	$ 12,845.00	Public Works for PD	C00517

ATTACHMENT 2

List of Contracts
July 2019- NONE

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director

MEETING DATE: August 27, 2019

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

RECOMMENDATION:

That City Council review and ratify the warrants for period ending **June 30, 2019**, per California Government Code Section 37208.

WARRANT SUMMARY:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	169424 - 169861	$ 1,492,449.53	
Voided / Reissue Check		$ 29.22	
Check Total			$ 1,492,420.31
Wires Total	1009		$ 1,400,823.02
ACH payments:	9006453 - 9006472		
Payroll Direct Deposit 6/7/2019		$ 344,368.63	
Payroll Direct Deposit 6/21/2019		$ 431,878.59	
Other Payments		$ 822,837.83	
ACH Total			$ 1,599,085.05
Payroll Checks:	11780 - 11818		
Payroll - Regular 6/7/2019		$ 3,814.51	
Payroll - Regular 6/21/2019		$ 8,442.52	
Payroll Check Total			$ 12,257.03
Total Warrants Issued for June 2019			$ 4,504,585.41

ATTACHMENTS:

- Fund List
- Warrant List June 2019
- Warrant List Detail June 2019
- Voided Check Log – June 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 June 2019

Warrant Number	Vendor Name	Warrant Amount
1009	RIVERSIDE PUBLIC UTILITIES	1,400,823.02
169424	AL'S KUBOTA TRACTOR	799.80
169425	AMAZON CAPITAL SERVICES	207.21
169426	ARROYO BACKGROUND INVESTIGATIONS	900.00
169427	ATWORK FRANCHISE, INC	5,635.90
169428	AVILA, SOL	68.80
169429	BABCOCK LABORATORIES, INC	239.00
169430	BATTERY SYSTEMS, INC	262.79
169431	BEAUMONT DO IT BEST HOME CENTER	329.51
169432	BEAUMONT GLASS & DOOR	380.00
169433	MISC VENDOR	40.00
169434	BILLHIMER, MARJORIE	127.13
169435	CA. ST. DEPT OF TRANSPORTATION	2,207.79
169436	CALIFORNIA WATER ENVIRONMENT	275.00
169437	CALIFORNIA WATER ENVIRONMENT	275.00
169438	CALIFORNIA WATER ENVIRONMENT	87.00
169439	CALIFORNIA, STATE OF	392.00
169440	CASTILLO, PATRICIA	180.00
169441	CHARLES ABBOTT ASSOCIATES, INC	24,661.83
169442	CHERRY VALLEY NURSERY AND	213.35
169443	CINTAS CORPORATION 2	96.27
169444	CORELOGIC INFORMATION SOLUTIONS INC	66.68
169445	COUTS HEATING & COOLING, INC	940.00
169446	CUSTOM TROPHIES & U-NEEK AWARDS	525.82
169447	DANIELS TIRE SERVICE	536.14
169448	DIGITAL SCEPTER CORPORATION	15,264.00
169449	DIMITRIJEVICH, JAMES	125.41
169450	MISC VENDOR	150.37
169451	ELLIS, DAVID	148.97
169452	ENGINEERING RESOURCES OF SO CA	1,763.50
169453	FACTORY MOTOR PARTS	20.36
169454	FAST LUBE & TUNE	384.28
169455	FINCHUM, ROY	96.56
169456	FISHER, ROBERT	621.00
169457	FRANKLIN, WILLIAM	151.64
169458	FRONTIER COMMUNICATIONS	463.88
169459	GARNER, HELEN	66.77
169460	GAS COMPANY, THE	183.81
169461	MISC VENDOR	41.18
169462	HAPPE, DAVID	147.39
169463	HERNANDEZ, VICKIE MARIE	130.00
169464	HOME DEPOT #8987	196.01
169465	HR GREEN PACIFIC, INC	1,780.00
169466	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,160.34
169467	ICMA RETIREMENT TRUST 457	995.69
169468	INFOSEND, INC	8,276.93
169469	INNOVATIVE EMERGENCY EQUIPMENT	107.16
169470	IRWIN, PATRICK	149.47
169471	JACKSON, JOHN H.	210.00
169472	KAISER FOUNDATION HEALTH	47,155.85
169473	KESTER, ELIZABETH	1,370.88
169474	KHAN PROPERTIES AND HOLDINGS, LLC	46,601.81
169475	KRUEGER, BONNIE	107.30

City of Banning
Warrant List June 2019

Warrant Number	Vendor Name	Warrant Amount
169476	LEE'S AUTO BODY	36.44
169477	LYNCH, MIKE	250.00
169478	MEDIANO, JR. ADOLFO	150.64
169479	NATIONWIDE RETIREMENT SOLUTIONS	5,962.95
169480	O'REILLY AUTO PARTS	307.85
169481	PACIFIC ALARM SERVICE	745.00
169482	PARKHOUSE TIRE, INC.	3,305.07
169483	PARS	855.00
169484	PLUMBERS DEPOT INC	661.22
169485	PRATT, EDWARD	162.22
169486	PRUDENTIAL OVERALL SUPPLY	485.76
169487	RCS INVESTIGATIONS & CONSULTING LLC	5,973.75
169488	RECORD GAZETTE, THE	259.15
169489	REDLANDS FORD	18.90
169490	RELIABLE WORKPLACE SOLUTIONS	323.20
169491	RIV. CO. CLERK RECORDER	2,404.75
169492	RON TURLEY ASSOCIATES INC	483.34
169493	RON'S BEE SERVICE	400.00
169494	SCCI, INC DBA	250.00
169495	SIEMENS INDUSTRY, INC	2,438.65
169496	SMITH, TIMOTHY	147.89
169497	SOUTH COAST AIR QUALITY	398.94
169498	SOUTHERN CALIFORNIA EDISON	97.81
169499	MISC VENDOR	9.15
169500	STAPLES BUSINESS ADVANTAGE	260.48
169501	STATEWIDE TOWING & RECOVERY, INC	425.00
169502	TERMINIX COMMERCIAL	2,490.96
169503	THE SOCO GROUP, INC.	770.02
169504	VILLEGAS, JOSE	50.60
169505	WALLACE, COLLEEN	34.34
169506	WASHINGTON, MARK	221.00
169507	WATERLINE TECHNOLOGIES, INC	356.22
169508	WELLS FARGO CARD SERVICES INC	524.22
169509	WEST COAST SAND & GRAVEL, INC.	3,452.83
169510	WESTHOLDER, JERRY	160.64
169511	WILCE, MARLENE	76.87
169512	WILLDAN FINANCIAL SERVICES	3,000.00
169513	YOUNG, CARLA	867.92
169514	ADRIAN, MARION	72.14
169515	ADVANCE WORKPLACE STRATEGIES INC	57.00
169516	AL'S KUBOTA TRACTOR	20.00
169517	ALESHIRE & WYNDER, LLP	656.10
169518	ALL STAR GLASS, INC.	111.94
169519	AMAZON CAPITAL SERVICES	347.51
169520	AMERICAN PUBLIC WORKS ASSN	252.50
169521	ANIXTER, INC	2,674.78
169522	ARROW STAFFING SERVICE	2,199.60
169523	ARROYO BACKGROUND INVESTIGATIONS	400.00
169524	ARTISTIC MAINTENANCE, INC.	1,560.00
169525	ASPEN ENVIRONMENTAL GROUP	544.50
169526	ATLANTIC WEST PUBLISHERS, INC	1,095.00
169527	ATWORK FRANCHISE, INC	955.33
169528	BABCOCK LABORATORIES, INC	929.00

City of Banning
Warrant List June 2019

Warrant Number	Vendor Name	Warrant Amount
169529	BANNING CHAMBER OF COMMERCE	480.00
169530	BANNING POLICE OFFICERS ASSOC	1,900.00
169531	BEAUMONT DO IT BEST HOME CENTER	380.43
169532	BEAUMONT SAFE & LOCK	3,174.03
169533	BECERRA, ELADIO	137.09
169534	BURKE RIX COMMUNICATIONS, LLC	75.00
169535	CALIFORNIA LAW ENFORCE ASSN	563.50
169536	CALIFORNIA LAW ENFORCEMENT ASSOC	20.00
169537	CALIFORNIA, STATE OF	343.00
169538	CARRANZA, CORY	2,000.00
169539	CDW GOVERNMENT, INC	1,171.21
169540	CELL BUSINESS EQUIPMENT (CBE)	6,025.85
169541	CENTER ELECTRIC	2,461.10
169542	MISC VENDOR	48.44
169543	CHRISMAN, FRANKIE	1,500.00
169544	MISC VENDOR	103.54
169545	COLONIAL INSURANCE	19,675.49
169546	CORELOGIC INFORMATION SOLUTIONS INC	150.00
169547	COSTAR REALTY INFORMATION, INC	87.95
169548	COUNSELING TEAM INTERNATIONAL, THE	568.75
169549	COZAD & FOX, INC	8,527.04
169550	CUSTOM TROPHIES & U-NEEK AWARDS	156.23
169551	MISC VENDOR	1,444.09
169552	DLT SOLUTIONS, LLC	784.00
169553	FOX OCCUPATIONAL MEDICAL CENTER	1,100.00
169554	FRONTIER COMMUNICATIONS	1,373.30
169555	G & G ENVIRONMENTAL COMPLIANCE, INC	1,566.60
169556	GAS COMPANY, THE	21.45
169557	GAS COMPANY, THE	364.07
169558	HAAKER EQUIPMENT COMPANY	312.24
169559	HDL SOFTWARE, LLC	2,807.53
169560	I.B.E.W. LOCAL 47	8,098.55
169561	I.B.E.W. LOCAL 47 (PAC)	44.00
169562	INFOSEND, INC	614.12
169563	INNOVATIVE EMERGENCY EQUIPMENT	112.50
169564	JB PAVING & ENGINEERING	2,375.00
169565	KEMIRA WATER SOLUTIONS INC	416.38
169566	LAND ENGINEERING CONSULTANTS, INC	1,728.00
169567	LAYNE CHRISTENSEN COMPANY	20,375.00
169568	LESLIE'S POOL SUPPLIES INC.	3,074.07
169569	LITHOPASS PRINTING, FORMS,	468.61
169570	LSA ASSOCIATES, INC	250.00
169571	LYNN PEAVEY COMPANY	307.50
169572	MERCHANTS BUILDING MAINTENANCE, LLC	5,561.08
169573	MERLIN JOHNSON CONSTRUCTION, INC	1,080.00
169574	MICHAEL BAKER INTERNATIONAL, INC	5,201.13
169575	MITSUBISHI ELECTRIC & ELECTRONICS	303.80
169576	MUNOZ, RENE	36.00
169577	NAPA AUTO PARTS	271.22
169578	O'REILLY AUTO PARTS	598.26
169579	ON TRAC	24.20
169580	ONYX PAVING COMPANY INC	34,274.10
169581	ORTIZ, MICHAEL & VALERIE	1,200.00

City of Banning
Warrant List June 2019

Warrant Number	Vendor Name	Warrant Amount
169582	PACKHAM & TOOMEY, INC	125.00
169583	PARTS AUTHORITY METRO, LLC	470.28
169584	PAYPRO ADMINISTRATORS	138.00
169585	PRE-PAID LEGAL SERVICES, INC	218.23
169586	PRIME SYSTEMS INDUSTRIAL	3,394.80
169587	PRUDENTIAL OVERALL SUPPLY	480.77
169588	RECORD GAZETTE, THE	230.32
169589	RECORD GAZETTE, THE	24.95
169590	RICHARDS WATSON GERSHON	99,573.93
169591	RICHARDS, LORENA	50.00
169592	RIDER, RICHARD & MARSA	50.00
169593	RIV. CO. COMMUNITY HEALTH AGENCY	1,730.00
169594	RUFFIN, STEPHEN	900.00
169595	RUIZ, LINDA	84.41
169596	SALLEY, CURTIS	50.00
169597	SAMPSON, LAURIE	52.91
169598	SAN BERNARDINO PUBLIC EMPLOYEES	1,240.02
169599	SAYESKI, CHRISTOPHER	44.21
169600	SCCI, INC DBA	500.00
169601	SERRANO, CINDY	299.00
169602	SIEMENS INDUSTRY, INC	630.00
169603	SMITH, JASON	176.42
169604	SOFTWARE ONE, INC	300.00
169605	SOUTHERN CALIF ASSN OF GOVERNMENTS	3,465.00
169606	SOUTHERN CALIFORNIA EDISON	61.73
169607	STANTEC CONSULTING SERVICES, INC	12,039.00
169608	STAPLES BUSINESS ADVANTAGE	728.82
169609	SUEZ BANNING	62,182.00
169610	TERMINIX COMMERCIAL	477.24
169611	THE SOCO GROUP, INC.	28,089.15
169612	THOMSON REUTERS - WEST	517.20
169613	THORNTON, MEL	126.42
169614	TIME WARNER CABLE	981.86
169615	UNITED STATES POSTAL SERVICE	5,000.00
169616	UTILITY TREE SERVICE	4,488.00
169617	V & V MANUFACTURING, INC.	204.73
169618	VALDEZ, ROSALIE R	85.35
169619	VELA, ARTURO	110.00
169620	VERIZON WIRELESS	498.17
169621	WALLACE, COLLEEN	34.34
169622	WATERLINE TECHNOLOGIES, INC	753.39
169623	WELLS FARGO CARD SERVICES INC	3,961.88
169624	WHENEVER COMMUNICATIONS, LLC	278.85
169625	WOODARD & CURRAN, INC	115,604.11
169626	YANG, WON J	103.37
169627	YGLESIAS, STEPHANIE	22.03
169628	YOUNGBLOOD & ASSOCIATES	900.00
169629	ALBERT A. WEBB ASSOCIATES	1,794.75
169630	ALESHIRE & WYNDER, LLP	432.85
169631	ALLEN REBUILT, INC	466.00
169632	ALLISON MECHANICAL INC	47,256.18
169633	AMAZON CAPITAL SERVICES	55.90
169634	AMERICAN SOCIETY FOR PUBLIC ADMINIS	130.00

City of Banning
Warrant List June 2019

Warrant Number	Vendor Name	Warrant Amount
169635	ARTISTIC MAINTENANCE, INC.	18,678.75
169636	ASPEN ENVIRONMENTAL GROUP	3,027.27
169637	AVILA, SOL	99.71
169638	AVILA, VINCENT	38.50
169639	BEAUMONT DO IT BEST HOME CENTER	412.57
169640	BEAUMONT GLASS & DOOR	2,218.00
169641	BLAIS & ASSOCIATES, INC	1,060.08
169642	BOEHM, REGINA	164.32
169643	BT SUPPLIES WEST	580.97
169644	CALIFORNIA TOOL & WELDING SUPPLY	35.02
169645	CDW GOVERNMENT, INC	999.52
169646	CHARLES ABBOTT ASSOCIATES, INC	7,151.50
169647	CHERRY VALLEY NURSERY AND	426.69
169648	CORELOGIC INFORMATION SOLUTIONS INC	66.68
169649	COUNSELING TEAM INTERNATIONAL, THE	700.00
169650	COUTS HEATING & COOLING, INC	1,967.04
169651	COZAD & FOX, INC	8,636.38
169652	CUSTOM TROPHIES & U-NEEK AWARDS	48.49
169653	CYBERTEK	6,750.00
169654	DESIGN WEST ENGINEERING	1,237.50
169655	FLETCHER, TERRI	125.59
169656	FRONTIER COMMUNICATIONS	50.89
169657	GARDA CL WEST INC	598.49
169658	GRAINGER	332.44
169659	GREEN, NATASHA	22.27
169660	HAZEN AND SAWYER	12,672.50
169661	HIGGINS, BLANCHE	132.14
169662	HR GREEN PACIFIC, INC	955.00
169663	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,166.81
169664	ICMA RETIREMENT TRUST 457	6,545.64
169665	INFOSEND, INC	1,577.30
169666	INNOVATIVE FEDERAL STRATEGIES	3,500.00
169667	IRON MOUNTAIN INFORMATION MGMT, LLC	220.81
169668	JIMENEZ, LINDA	2,835.00
169669	KALAPACA, SHIRLEY	139.59
169670	LANDSCAPE DYNAMICS	4,564.50
169671	LITHOPASS PRINTING, FORMS,	148.91
169672	LOCKLIN, SANDRA	144.32
169673	LOZANO SMITH LLP	1,966.32
169674	MC AVOY & MARKHAM	11,188.76
169675	MONTROSE ENVIROMENTAL GROUP, INC	38,265.00
169676	MUNOZ, JUANITA	300.00
169677	NATIONWIDE RETIREMENT SOLUTIONS	5,962.95
169678	NOV PROCESS & FLOW TECH	536.25
169679	OFFICE DEPOT	888.67
169680	ON TRAC	19.65
169681	ONTIVEROS, CONSUELO & PEDRO	112.03
169682	PARDUS, CATHY	300.00
169683	PARS	1,825.16
169684	PARTS AUTHORITY METRO, LLC	3,592.30
169685	PETTY CASH CUSTODIAN - POLICE	118.23
169686	PRUDENTIAL OVERALL SUPPLY	433.61
169687	PUBLIC AGENCY RETIREMENT SERVICES	300.00

City of Banning
Warrant List June 2019

Warrant Number	Vendor Name	Warrant Amount
169688	QUINTANILLA, ANGELA	93.12
169689	RED HAWK SERVICES	288.85
169690	RIV. CO. CLERK RECORDER	8.00
169691	RIV. CO. COMMUNITY HEALTH AGENCY	5,315.00
169692	RIV. CO. SHERIFF'S DEPT.	78.00
169693	ROBLEE, DAVID	191.29
169694	SIRCHIE FINGER PRINT LABORATORIES	418.54
169695	SOUTH COAST AIR QUALITY	2,678.69
169696	SOUTHERN CALIFORNIA JOINT POLE	719.27
169697	STAPLES BUSINESS ADVANTAGE	509.61
169698	TERMINIX COMMERCIAL	1,264.00
169699	THE SOCO GROUP, INC.	24,823.80
169700	TIME WARNER CABLE	41.48
169701	TURBO DATA SYSTEMS INC	811.69
169702	UNDERGROUND SERVICE ALERT	154.83
169703	UTILITY TREE SERVICE	4,488.00
169704	VELA, ARTURO	37.14
169705	VERIZON WIRELESS	3,853.22
169706	WELDOR'S SUPPLY AND STEEL	65.79
169707	WELLS FARGO CARD SERVICES INC	259.16
169708	WESCO DISTRIBUTION, INC	446.09
169709	WILLDAN FINANCIAL SERVICES	2,578.50
169710	YOUNGBLOOD & ASSOCIATES	225.00
169711	ZASADIL, STEPHEN	675.00
169712	A JUMP N PARTY, INC	2,990.00
169713	ACOM SOLUTIONS, INC	330.00
169714	ADAMSON POLICE PRODUCTS	6,425.35
169715	ADVANCE WORKPLACE STRATEGIES INC	102.00
169716	ALBERT A. WEBB ASSOCIATES	18,302.50
169717	ALL STAR ELITE SPORTS	637.01
169718	AMAZON CAPITAL SERVICES	653.99
169719	ARAUZA, JOSE A	139.08
169720	AREIAS, CALEB	7.83
169721	ARNOLD, LARRY J	43.13
169722	ARROW STAFFING SERVICE	5,636.37
169723	ARROYO BACKGROUND INVESTIGATIONS	2,130.00
169724	ARTISTIC MAINTENANCE, INC.	3,285.00
169725	AT&T CALNET 2	659.86
169726	AT&T CALNET 2	388.02
169727	AT&T CALNET 2	210.05
169728	AT&T MOBILITY	1,099.52
169729	ATWORK FRANCHISE, INC	334.71
169730	B & H FOTO & ELECTRONICS CORP	969.70
169731	BABCOCK LABORATORIES, INC	1,993.00
169732	BANNING TECH KNOW	18.01
169733	BEAUMONT SAFE & LOCK	212.70
169734	BEAUMONT, CITY OF	2,475.95
169735	BENHAR, DIANA T	338.10
169736	BENNETT, SALWYNNE	87.78
169737	BERUMEN, EDWARD H	91.13
169738	BLANK, BARBARA	142.25
169739	BT SUPPLIES WEST	3,837.06
169740	CALDERON, SANDRA B	11.60

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169741	CALIFORNIA LAW ENFORCEMENT ASSOC	20.00
169742	CARRILLO CERVANTES, FRANCISCO	7.22
169743	CATANO, PRISCILLA	50.00
169744	CDW GOVERNMENT, INC	4,333.27
169745	CELIS &, ALMA	61.77
169746	CELL BUSINESS EQUIPMENT (CBE)	111.05
169747	CENTER ELECTRIC	4,755.29
169748	CHANG, YONG OK	60.61
169749	CLA-VAL	5,930.85
169750	COACHELLA VALLEY HOMEBUYERS	163.64
169751	CORE AND MAIN, LP	44.06
169752	COUTS HEATING & COOLING, INC	2,180.54
169753	CREATIVE BUS SALES INC	453.82
169754	CREDITRON CORPORATION	1,650.27
169755	D&C SOUND	750.00
169756	DANIELS TIRE SERVICE	2,638.00
169757	DAVIS, TRACY & HENRY W	85.02
169758	DIAMOND HILLS CHEVROLET BUICK GMC	87.49
169759	DIRECTV	74.16
169760	DOMINIC ROCHA BAND	1,000.00
169761	DUNN, TERRY	1,500.00
169762	EBTEHADJ MALEK INV.	155.90
169763	ENGINEERING RESOURCES OF SO CA	8,524.50
169764	ENTERPRISE FM TRUST	11,605.15
169765	ESQUEDA, MARGARET	415.00
169766	FAST LUBE & TUNE	605.85
169767	FEDEX	186.52
169768	FLEET SERVICES INC	217.01
169769	FREGOSO &, SUSANA	23.25
169770	FRONTIER COMMUNICATIONS	2,299.76
169771	FTOULIS, MIKE	114.32
169772	GALVEZ, JESSENIA	59.50
169773	GAS COMPANY, THE	5,712.29
169774	GRAINGER	9,250.86
169775	H & L CHARTER CO, INC	1,400.00
169776	HAZEN AND SAWYER	5,942.46
169777	HEARON, TIMOTHY & KIMBERLY	79.63
169778	HOME DEPOT #8987	201.05
169779	HYDROTEX	1,064.73
169780	IMAI &, MARY K	29.22
169781	INLAND EMPIRE MEDIA GROUP, INC	495.00
169782	INLAND WATER WORKS SUPPLY CO.	746.32
169783	INTERNATIONAL PAVING SVCS	244.27
169784	IRON MOUNTAIN INFORMATION MGMT, LLC	349.00
169785	ITRON, INC.	6,579.34
169786	J G TUCKER & SON INC	884.97
169787	L O LYNCH, INC	242.34
169788	LATTIN, BILL	119.87
169789	LEXISNEXIS RISK SOLUTIONS	103.00
169790	LITHOPASS PRINTING, FORMS,	458.30
169791	MENDOZA-PERRY, MINDY MARIE	176.66
169792	MEYER-EVENSON, PATRICIA	164.14
169793	MONTENEGRO, LINDA	76.65

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Warrant Number	Vendor Name	Warrant Amount
169794	MORGAN, DEIDRA J	122.50
169795	MUNICIPAL CODE CORPORATION	3,951.86
169796	O'REILLY AUTO PARTS	35.24
169797	OAK VALLEY REALTY	159.67
169798	OAKES, JOE A	91.00
169799	OFFICE DEPOT	922.90
169800	OGAZ, LUCY	39.51
169801	PACIFIC LIFT & EQUIPMENT CO	1,800.00
169802	PARKHOUSE TIRE, INC.	5,787.08
169803	PARTON, DIANNE ROSE & JAMES	78.98
169804	PARTS AUTHORITY METRO, LLC	31.29
169805	POLLACK, BEVERLY & STEVEN	98.90
169806	PRESS-ENTERPRISE, THE	546.00
169807	PRICE, JAMES & ANNE	18.60
169808	PRUDENTIAL OVERALL SUPPLY	307.21
169809	QUINN COMPANY	4,753.28
169810	RDO EQUIPMENT CO	4,023.83
169811	REAVIS CODE UTILITY SOLUTIONS, LLC	25,500.00
169812	RECORD GAZETTE, THE	2,475.30
169813	RECOVERY INNOVATIONS	217.71
169814	REDLANDS FORD	659.60
169815	REEVES II, NILES IRWIN	5.64
169816	RELIABLE WORKPLACE SOLUTIONS	80.08
169817	RIOS, BERTA	94.91
169818	RISE ABOVE BOXING ACADEMY	200.00
169819	RIV. CO. COMMUNITY HEALTH AGENCY	2,526.00
169820	RIV. CO. FLOOD CONTROL & WATER	17,771.42
169821	RIVERSIDE, COUNTY OF	1,012.50
169822	RON'S BEE SERVICE	300.00
169823	RUEHLE, TARA SHAWN M	262.50
169824	RUSH, ADAM	62.05
169825	SGP DESIGN AND PRINT	511.18
169826	SCCI, INC DBA	250.00
169827	SCHULZE, DOUG	765.00
169828	SHRED-IT USA, LLC	147.00
169829	SHREVE, CARINA & TIM	61.87
169830	SITEONE LANDSCAPE SUPPLY	140.08
169831	SMART & FINAL	95.89
169832	SMITH, LOIS E	42.00
169833	SO CAL WEST COAST ELECTRIC, INC	981.86
169834	SONSRAY MACHINERY LLC	4,259.71
169835	SOUTH COAST AIR QUALITY	823.38
169836	SOUTHERN CALIFORNIA EDISON	523.10
169837	SOUTHERN CALIFORNIA GAS CO	4,922.00
169838	ST DENIS, ANN	130.24
169839	STAPLES BUSINESS ADVANTAGE	620.35
169840	STATEWIDE TOWING & RECOVERY, INC	550.00
169841	STERLING TALENT SOLUTIONS	93.49
169842	SUPERION	10,480.00
169843	TAYLOR, JERRY & SHELLEY	98.93
169844	TELEPACIFIC COMMUNICATIONS	3,181.39
169845	THE SOCO GROUP, INC.	1,152.37
169846	THORNTON, MEL	4.19

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Warrant Number	Vendor Name	Warrant Amount
169847	TIME WARNER CABLE	92.51
169848	TIME WARNER CABLE	70.33
169849	TREJO, ALICE	864.00
169850	UNITED TRANSMISSION EXCHANGE	6,079.16
169851	UTILITY TREE SERVICE	7,854.00
169852	VERIZON WIRELESS	152.04
169853	WALLACE, COLLEEN	68.67
169854	WALLIS-GRANDE &, MERCEDES N	6.85
169855	WASTE MANAGEMENT OF THE	260,819.97
169856	WATERLINE TECHNOLOGIES, INC	461.10
169857	WCT PRODUCTS, INC	262.83
169858	WEBSTER, DENNIS	169.65
169859	WEST COAST SAND & GRAVEL, INC.	400.99
169860	YANG, SONG	77.01
169861	ZASTROW, KIM	42.24
9006453	CA. ST. PUBLIC EMPLOYEES	2,250.00
9006454	WELLS FARGO BANK	344,368.63
9006455	CA. ST. EMPLOYMENT DEV. DEPT.	21,023.38
9006456	INTERNAL REVENUE SERVICE	140,800.40
9006457	TASC	5,082.12
9006458	WELLS FARGO BANK	400.00
9006459	CA. ST. PUBLIC EMPLOYEES	87,648.84
9006460	CA. ST. PUBLIC EMPLOYEES	153.42
9006461	CA. ST. PUBLIC EMPLOYEES	87,983.20
9006462	CALPERS 457 PLAN - 450260	35,433.18
9006463	CALPERS 457 PLAN - 450260	100.00
9006464	CALPERS 457 PLAN - 450260	34,750.62
9006465	WELLS FARGO BANK	431,878.59
9006466	CA. ST. EMPLOYMENT DEV. DEPT.	30,612.10
9006467	INTERNAL REVENUE SERVICE	190,257.90
9006468	TASC	5,088.34
9006469	WELLS FARGO CARD SERVICES INC	4,788.20
9006470	WELLS FARGO BANK	20,079.93
9006471	CA. ST. PUBLIC EMPLOYEES	88,489.50
9006472	CALPERS 457 PLAN - 450260	67,896.70
Grand Total		4,492,357.60
	Less Voided / Reissued Checks from Prior Period	(29.22)
	Less Voided Checks Prior Period	
	Add Payroll Checks	12,257.03
	Total Remittance for Month	4,504,585.41

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1009		RIVERSIDE PUBLIC UTILITIES			670-7000-331.20-01	INTEREST REV - MAY 2019 RECEIVED DURING PERIOD	(2,106.31)
					670-7000-356.35-10	ENERGY REVENUE - MAY 2019 RECEIVED DURING PERIOD	(7,589.86)
					670-7000-356.36-17	CRR REVENUE - MAY 2019 RECEIVED DURING PERIOD	(47,923.27)
					670-7000-356.38-20	TRANS REVENUE - MAY 2019 RECEIVED DURING PERIOD	(56,587.75)
					670-7010-473.27-09	S & D EXPENSE - MAY 2019 PAID DURING PERIOD	51,024.00
					670-7010-473.27-50	CAPACITY EXP - MAY 2019 PAID DURING PERIOD	969,669.47
					670-7010-473.27-60	ENERGY EXPENSE - MAY 2019 PAID DURING PERIOD	171,404.32
					670-7010-473.27-70	TRANS EXPENSE - MAY 2019 PAID DURING PERIOD	306,005.19
					670-7010-473.34-02	LEGAL EXPENSE - MAY 2019 PAID DURING PERIOD	6,729.10
					675-7020-473.33-25	PV ENGINEERING - MAY 2019 PAID DURING PERIOD	10,198.13
169424		AL'S KUBOTA TRACTOR	118549	029082	100-4900-431.30-06	MAINTENANCE TUNE UP	20.00
			118610	029082	702-3800-480.38-52	#609 FLAIL BOLF, & NUT KN	779.80
169425		AMAZON CAPITAL SERVICES	1YP6-9YHC-7Y2W		001-0000-201.10-00	SALES TAX	(9.55)
				029499	001-2200-421.41-93	PD SUPPLIES	216.76
169426		ARROYO BACKGROUND INVESTIGATIONS	1961	029113	001-1300-412.33-11	PO BACKGROUND FEE	900.00
169427		ATWORK FRANCHISE, INC	073182		001-1910-413.23-27	C STEINER W/E 3/31/19	1,018.09
			076108		761-3100-480.33-11	T LATHROM W/E 4/28/19	325.42
			076695		761-3100-480.33-11	C STEINER W/E 5/5/19	446.28
			076694		702-3800-480.23-27	ERICA PERKINS W/E 5/5/19	247.94
			077394		761-3100-480.33-11	C STEINER W/E 5/12/19	1,122.69
			078078		761-3100-480.33-11	C STEINER W/E 5/19/19	903.03
			078079		702-3800-480.23-27	PERKINS, ERICA W/E 5/19 FLEET DEPT	223.14
			078595		761-3100-480.33-11	C STEINER W/E 5/26/19	1,126.17
			078596		702-3800-480.23-27	E PERKINS W/E 5/26/19	223.14
169428		AVILA, SOL	REIMB 5/23/19		001-2200-421.36-07	ARCCOPS MEETING 5/23/19 REFRESHMENTS	68.80
169429		BABCOCK LABORATORIES, INC	B991419.0040	029259	660-6300-471.23-42	COLIFORMS P/A BY MMO/MUG	165.00
			B991420.0040	029259	660-6300-471.23-42	GENERAL PHYSICAL ANALYSIS	54.00
			B991436.0040	029259	660-6300-454.23-52	TOTAL DISSOLVED SOLIDS	20.00
169430		BATTERY SYSTEMS, INC	4021862	029144	702-3800-480.38-52	FLEET BATTERIES	262.79
169431		BEAUMONT DO IT BEST HOME CENTER	472066	029051	001-2200-421.36-00	PD SUPPLIES FOR PATROL	109.87
			472418	029051	001-4000-461.36-09	WE RUN SUPPLIES	51.96
			472460	029051	001-4000-461.36-03	CCTR SUPPLIES	111.67
			472519	029051	001-4000-461.36-09	CCTR SUPPLIES	17.23
			472766	029051	001-3600-461.36-09	PARKS UTILITY PUMP	38.78
169432		BEAUMONT GLASS & DOOR	100	029089	001-3200-412.30-02	REPAIRS TO CITY HALL DOOR	380.00
169433		MISC VENDOR	140198478EFUND		001-4010-351.35-95	SWIM LESSON - 6/17-6/27 CLARA BIDELMAN	40.00
169434		BILLHIMER, MARJORIE	OCT 18 - MAR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2018 -MAR 2019	127.13
169435		CA. ST. DEPT OF TRANSPORTATION	VL100729		100-4900-431.26-02	SIGNALS/LIGHTING BILLING JAN 2019-MAR 2019	2,207.79
169436		CALIFORNIA WATER ENVIRONMENT	0000036095620		660-6300-471.23-03	KIERAN P LOGAN - RENEWAL COLL SYS MAINT GRADE 1	87.00
						KIERAN P LOGAN - RENEWAL CWEA MEMBERSHIP THRU 7/20	188.00
169437		CALIFORNIA WATER ENVIRONMENT	0000036098720		660-6300-471.23-03	JASON VALDEZ - RENEWAL COLL SYS MAINT GRADE 1	87.00
						JASON VALDEZ - RENEWAL CWEA MEMBERSHIP THRU 7/20	188.00
169438		CALIFORNIA WATER ENVIRONMENT	0000036096020		660-6300-471.23-03	MICHAEL J LYNCH RENEWAL COLL SYS MAINT GRADE 1	87.00
169439		CALIFORNIA, STATE OF	373676		001-1300-412.33-11	APRIL 2019 LIVE SCANS FEE	392.00
169440		CASTILLO, PATRICIA	MEALS 6/04&6/21		001-2210-421.23-00	BASIC DISPATCH COURSE @ BCTC - LUNCH	180.00
169441		CHARLES ABBOTT ASSOCIATES, INC	59572	028250	001-3000-442.33-53	CONSULTING SERVICES	2,431.50
			59624	028718	001-2700-442.33-11	B&S SERVICE APRIL 2019	22,230.33
169442		CHERRY VALLEY NURSERY AND	11-0085587	029480	100-4900-431.30-15	PREMIUM TOP SOIL GRANITE	213.35
169443		CINTAS CORPORATION 2	5013878027	029202	001-4010-461.36-09	CINTAS RE-STOCK	11.47
			5013878028	029202	001-4000-461.36-09	CINTAS SPORTS OFFICE	49.99
			5013878033	029202	001-4000-461.36-09	CINTAS PLAYHOUSE BOWL	20.58
			5013878034	029202	001-4000-461.36-09	CINTAS SR CTR	14.23
169444		CORELOGIC INFORMATION SOLUTIONS INC	5196127-4	029225	001-3000-442.30-17	ENGINEERING METROSCAN	66.68
169445		COUTS HEATING & COOLING, INC	SRVCE10303	029105	001-3200-412.30-21	A/C REPAIRS AT CITY HALL	445.00
			SRVCE10355	029105	001-3200-412.30-21	A/C REPAIRS AT POLICE DEP	495.00
169446		CUSTOM TROPHIES & U-NEEK AWARDS	000337	029047	001-4000-461.36-09	SOCCER MEDALS	525.82
169447		DANIELS TIRE SERVICE	240121562	029041	702-3800-480.30-05	SERVICE CALLS & TIRES	363.98
			240121563	029041	702-3800-480.30-05	SERVICE CALLS & TIRES	172.16

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169448		DIGITAL SCEPTER CORPORATION	12567	029512	703-3700-480.30-17	ENDPOINT PROTECTION	15,264.00
169449		DIMITRIJEVICH, JAMES	NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	125.41
169450		MISC VENDOR	000089167		001-0000-218.22-22	UB CR REFUND-FINALS 000018634	150.37
169451		ELLIS, DAVID	2723		001-1500-412.33-71	REIMBURSEMENT 2018 ELECTN CANDIDATE STATEMENT	148.97
169452		ENGINEERING RESOURCES OF SO CA	52868	029409	001-4000-442.33-53	BANNING PLAN CHECK & INS	1,763.50
169453		FACTORY MOTOR PARTS	106-281021		702-3800-480.38-52	CREDIT AXLE SHAFTS 106-18958R	(257.12)
			12-1110978	029155	702-3800-480.38-52	#5 ROTOR ASY	277.48
169454		FAST LUBE & TUNE	51168	029146	702-3800-480.30-05	#908 HEATER HOSE	384.28
169455		FINCHUM, ROY	NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	96.56
169456		FISHER, ROBERT	TUITION 6/2019		001-1300-412.25-09	POLICE ADMINISTRATION & MANAGEMENT - REIMBURSEMNT	621.00
169457		FRANKLIN, WILLIAM	2723		001-1500-412.33-71	2018 ELECTION REIMBURSMNT CANDIDATE STATEMENT	151.64
169458		FRONTIER COMMUNICATIONS	2131817186MAY19		703-3700-480.30-17	213-181-7186 MAY 19,2019 - JUN 18,2019	463.88
169459		GARNER, HELEN	OCT 18 - MAR 19		670-7000-356.38-03	MEDICAL LIFELINE REBATE OCT 2018 - MAR 2019	64.92
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE OCT 2018 -MAR 2019	1.85
169460		GAS COMPANY, THE	0329268400?MY19		001-4000-461.26-06	789 N SAN GORGONIO AVE APR 17,2019 - MAY 16,2019	28.54
			0513927100?MAY19		001-3600-461.26-06	201 W GEORGE ST APR 17,2019 - MAY 16,2019	35.12
			0914247400?MY19		001-4050-461.26-06	84 W WILSON ST APR 17,2019 - MAY 16,2019	92.63
			1610834449MY19		001-4010-461.26-06	749 N SAN GORGONIO AVE-PL APR 17,2019 - MAY 16,2019	27.52
169461		MISC VENDOR	000053447		001-0000-218.22-22	UB CR REFUND 000023882	41.18
169462		HAPPE, DAVID	2723		001-1500-412.33-71	2018 ELECTION REIMBURSMNT CANDIDATE STATEMENT	147.39
169463		HERNANDEZ, VICKIE MARIE	EYEWEAR 6/2019		001-2210-421.25-10	2019 VISION REIMBURSEMENT GENERAL UNIT MOU	130.00
169464		HOME DEPOT #8987	1024894	029093	660-6300-471.45-06	DUCT TAPE/CLAMPS/BROOM	16.14
					670-7000-473.45-16	DUCT TAPE/CLAMPS/BROOM	179.87
169465		HR GREEN PACIFIC, INC	124009	028919	001-3000-442.33-53	ENVIRONMENTAL ENGINEERING	1,780.00
169466		IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190602		001-0000-204.50-10	PAYROLL SUMMARY	2,160.34
169467		ICMA RETIREMENT TRUST 457	20190602		001-0000-204.16-00	PAYROLL SUMMARY	995.69
169468		INFOSEND, INC	152761	029174	761-3100-480.23-02	UB BILL SRVC 4/23-4/29	201.16
					761-3100-480.23-04	UB BILL SRVC 4/23-4/29	1,796.08
					761-3100-480.33-11	UB BILL SRVC 4/23-4/29	424.19
			153560	029174	761-3100-480.23-02	UB BILL SRVCE 5/01-5/03	155.57
					761-3100-480.23-04	UB BILL SRVCE 5/01-5/03	1,252.02
					761-3100-480.33-11	UB BILL SRVCE 5/01-5/03	283.12
			154716	029174	761-3100-480.23-02	UB BILL SRVCE 5/06-5/10	90.80
					761-3100-480.23-04	UB BILL SRVCE 5/06-5/10	743.38
					761-3100-480.33-11	UB BILL SRVCE 5/06-5/10	160.98
			155981	029174	761-3100-480.23-02	UB BILL SRVCE 5/13-5/17	89.63
					761-3100-480.23-04	UB BILL SRVCE 5/13-5/17	782.72
					761-3100-480.33-11	UB BILL SRVCE 5/13-5/17	154.58
			156187	029174	761-3100-480.23-02	UB BILL SRVCE 5/20-5/24	190.87
					761-3100-480.23-04	UB BILL SRVCE 5/20-5/24	1,625.15
					761-3100-480.33-11	UB BILL SRVCE 5/20-5/24	326.68
169469		INNOVATIVE EMERGENCY EQUIPMENT	26093	029246	702-3800-480.30-05	#23 BREAKER REPAIR	107.16
169470		IRWIN, PATRICK	2723		001-1500-412.33-71	2018 ELECTION REIMBURSMNT CANDIDATE STATEMENTS	149.47
169471		JACKSON, JOHN H.	REFEREE 15 GAMES		001-4000-461.23-15	REFEREE - 15 GAMES	210.00
169472		KAISER FOUNDATION HEALTH	JUNE 2019		001-0000-204.31-00	KAISER PREMIUM GROUP 101565-002	42,163.35
						KAISER PREMIUM GROUP 101565-006	4,992.50
169473		KESTER, ELIZABETH	TUITION 6/2019		001-1300-412.25-09	LINUX FOUNDATIONS & PRINCIPLES OF MNGMENT	1,370.88
169474		KHAN PROPERTIES AND HOLDINGS, LLC	JAN - MAR 2019		001-0001-302.11-03	QUARTERLY SALES TX REBATE 2019 - QTR 1	46,601.81
169475		KRUEGER, BONNIE	NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	107.30
169476		LEE'S AUTO BODY	1363	029496	702-3800-480.38-52	#16 FRONT BEZEL	36.44
169477		LYNCH, MIKE	EYEWEAR 6/2019		660-6300-471.25-10	2019 EYEWEAR REIMBURSMNT UTILITY UNIT MOU	250.00
169478		MEDIANO, JR. ADOLFO	2723		001-1500-412.33-71	2018 ELECTION REIMBURSMNT CANDIDATE STATEMENTS	150.64
169479		NATIONWIDE RETIREMENT SOLUTIONS	20190607		001-0000-204.16-00	PAYROLL SUMMARY	5,962.95
169480		O'REILLY AUTO PARTS	2978-184501	029321	702-3800-480.30-05	DEHUMIDIFIER RENTAL	307.85
169481		PACIFIC ALARM SERVICE	0181201	029456	001-1200-412.23-19	SERVICE CALL POLICE DEPAR	745.00
169482		PARKHOUSE TIRE, INC.	20100[illegible]	029040	702-3800-480.38-52	TIRES	932.67
			20301215435	029040	702-3800-480.38-52	ROAD SERVICE & TIRES	1,844.99
			20301215621	029040	702-3800-480.30-05	ROAD SERVICE	306.59

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169482		PARKHOUSE TIRE, INC.	7030175751	029040	702-3800-480.30-05	ROAD SERVICE	220.82
169483		PARS	20190607		001-0000-204.25-00	PAYROLL SUMMARY	855.00
169484		PLUMBERS DEPOT INC	PO 41975	029446	630-8000-454.45-16	NOZZLE, CLAMPS	661.22
169485		PRATT, EDWARD	SEP 18 - FEB 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2018 -FEB 2019	162.22
169486		PRUDENTIAL OVERALL SUPPLY	22781209	029184	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22784777	029184	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22791910	029184	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	10.36
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22798419	029184	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	12.12
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22802507	029184	660-6300-471.25-02	UNIFORMS - WATER	57.10
			22802588	029184	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22802589	029184	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	12.12
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22803512	029184	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22806956	029184	660-6300-471.25-02	UNIFORMS - WATER	57.10
			22806967	029184	680-8000-454.25-02	UNIFORMS -WASTEWATER	15.00
			22806269	029184	702-3800-480.23-16	FLEET UNIFORMS & TOWELS	12.12
					702-3800-480.25-02	FLEET UNIFORMS & TOWELS	17.90
			22806266	029184	100-4900-431.25-02	STREET UNIFORMS	14.50
			22806268	029184	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22806270	029184	670-7000-473.25-02	ELECT UNIFORMS	140.16
169487		RCS INVESTIGATIONS & CONSULTING LLC	4114	029515	001-2200-421.33-41	IA INVESTIGATION	5,973.75
169488		RECORD GAZETTE, THE	0001672089	029044	840-9500-490.93-30	LIONS PARK PUBLIC NOTICEQ	259.15
169489		REDLANDS FORD	5196030	029255	702-3800-480.38-52	#834 TILT HANDLE	18.90
169490		RELIABLE WORKPLACE SOLUTIONS	AR86455	028519	001-4050-461.30-06	COPIER AT SENIOR CENTER	68.27
			AR87063	028519	001-4050-461.30-06	COPIER AT SENIOR CENTER	71.29
			AR87067	028519	001-4050-461.30-06	COPIER AT SENIOR CENTER	121.91
			AR87222	028519	001-4050-461.30-06	COPIER AT SENIOR CENTER	61.73
169491		RIV. CO. CLERK RECORDER	5292019		840-9500-490.93-30	LIONS PARK EXPANSION PROJ POSTING FEES	2,404.75
169492		RON TURLEY ASSOCIATES INC	5513	029436	702-3800-480.30-17	MAINTENANCE AGREEMENT, AN	483.34
169493		RON'S BEE SERVICE	1495	029052	660-6300-471.23-24	BEE REMOVAL- 4 ADDRESSES	400.00
169494		SCCI, INC DBA	169887	029276	660-6300-471.33-11	SAFETY MTG - 5/9/19	250.00
169495		SIEMENS INDUSTRY, INC	5610162428	028207	100-4900-431.30-09	MONTHLY TRAFFIC SIGNAL MA	630.00
			5620019089	028207	100-4900-431.30-09	MONTHLY TRAFFIC SIGNAL RE	370.64
			5620023657	028207	100-4900-431.30-09	MONTHLY TRAFFIC SIGNAL RE	1,438.01
169496		SMITH, TIMOTHY	2723		001-1500-412.33-71	2018 ELECTION REIMBURSMNT CANDIDATE STATEMENTS	147.89
169497		SOUTH COAST AIR QUALITY	3451614		680-8000-454.41-04	5949 BRECKENRIDGE #167607 AQMD FEE JUL '18 -JUN '19	132.98
			3451615		680-8000-454.41-04	1769 RIVIERA AVE # 167608 AQMD FEE JUL '18 -JUN '19	132.98
			3452153		680-8000-454.41-04	2850 WESTWARD AVE #173998 AQMD FEE JUL '18 -JUN '19	132.98
169498		SOUTHERN CALIFORNIA EDISON	700521507260APR19		660-6300-471.26-04	WELL 9 - 7070 PLANT D-5 APR 12,2019 - MAY 14,2019	11.93
			700524509SMAY19		660-6300-471.26-04	WELL 10 - 7071 PLANT E-5 APR 12,2019 - MAY 14,2019	44.72
			2196273430MAY19		660-6300-471.26-04	DEL RITA BOOSTER STATION APR 12,2019 - MAY 14,2019	41.16
169499		MISC VENDOR	0000096051		001-0000-216.22-22	UB CR REFUND-FINALS 000055278	9.15
169500		STAPLES BUSINESS ADVANTAGE	3413720940	029099	001-2700-442.36-00	OFFICE SUPPLIES PLANNING	233.81
			3413720941	029099	001-2700-442.36-00	OFFICE SUPPLIES PLANNING	26.67
169501		STATEWIDE TOWING & RECOVERY, INC	148949	029143	702-3800-480.30-05	#809 BUS TOWING	425.00
169502		TERMINIX COMMERCIAL	484805824	029492	001-2400-422.23-24	PEST CONTROL-FIRE ADM	442.32
			484916960	029492	001-2400-422.23-24	PEST CONTROL-FIRE ADMIN	407.40
			485152061	029492	001-3600-461.23-24	ROOSEVELT WILLIAMS PARK	407.40
			485417346	029492	001-4000-461.23-24	COMM CENTER PEST CONTROL	442.32
			485817607	029492	001-4000-461.23-24	SR CENTER PEST CONTROL	384.12
			486170656	029492	001-3600-461.23-24	REPPLIER PARK - PEST CONT	407.40
169503		THE SOCO GROUP, INC.	0675269 IN	029310	702-3800-480.36-14	CHV DELO STARPLEX	542.08
			0675502 IN	029310	702-3800-480.36-14	CHV CETUS POA	227.94
169504		VILLEGAS, JOSE	DEC 18 - MAY 19		670-7000-356.38-01	MEDICAL LIFELINE REBATE DEC 2018 -MAY 2019	49.50

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169504	[illegible]	VILLEGAS, JOSE	DEC 18 - MAY 19		675-7020-356.48-15	PUBLIC BENEFIT CHARGE REB DEC 2018 -MAY 2019	1.10
169505	[illegible]	WALLACE, COLLEEN	MILEAGE 5/28/19		001-1000-411.23-05	MEMBERSHIP DRIVE MEETING 5/28/19 RIVERSIDE, CA	34.34
169506	[illegible]	WASHINGTON, MARK	EYEWEAR 6/2019		761-3110-480.25-10	2019 EYEWEAR REIMBURSMNT UTILITY UNIT MOU	221.00
169507	[illegible]	WATERLINE TECHNOLOGIES, INC	545809	029212	001-4010-461.30-12	SUPERGRIP 18IN GRATE FOR	356.22
169508	[illegible]	WELLS FARGO CARD SERVICES INC	[illegible]6346 MAY19		670-7000-473.23-05	MARRIOTT BURBANK - MILLER SCPPA ANNUAL CONFERENCE	160.36
					670-7000-473.23-06	SCHWEITZER ENGINEERING LANCE DUGGINS - SEMINAR	300.00
					670-7000-473.36-07	SMART & FINAL SAFETY MEETING REFRESHMNT	63.86
169509	[illegible]	WEST COAST SAND & GRAVEL, INC.	108405	029516	660-6300-471.45-17	FILL SAND	500.97
			110751	029516	660-6300-471.45-17	RECYCLED CLASS 2 BASE	800.10
			110230	029516	660-6300-471.45-17	RECYCLED CLASS 2 BASE	816.15
			114709	029516	660-6300-471.45-17	RECYCLED BASE, FILL SAND	913.69
			96560	029516	660-6300-471.45-17	RECYCLED CLASS 2 BASE	421.92
169510	[illegible]	WESTHOLDER, JERRY	2774		001-1500-412.33-71	2018 ELECTION REIMBURSMNT CANDIDATE STATEMENTS	160.64
169511	[illegible]	WILCE, MARLENE	NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	76.87
169512	[illegible]	WILLDAN FINANCIAL SERVICES	010-41432		669-6300-471.33-11	ARBITRAGE REBATE SERVICES JAN 11,2014 - JAN 1,2019	1,500.00
			010-41433		689-8000-454.33-11	ARBITRAGE REBATE SERVICES JAN 11,2014 - JAN 1,2019	1,500.00
169513	[illegible]	YOUNG, CARLA	PC LOAN 2019		670-0000-116.21-00	EMPLOYEE COMPUTER LOAN	867.92
169514	[illegible]	ADRIAN, MARION	OCT 18 - MAR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2018 -MAR 2019	72.14
169515	[illegible]	ADVANCE WORKPLACE STRATEGIES INC	302302	029108	001-1300-412.33-32	MAY TESTING CHARGES	57.00
169516	[illegible]	AL'S KUBOTA TRACTOR	148523	029082	100-4900-431.30-06	TUNE UP SERVICE ORG INV DATE 1/08/2019	20.00
169517	[illegible]	ALESHIRE & WYNDER, LLP	51440		700-5300-430.33-04	APRIL 2019 LEGAL SERVICES	656.10
169518	[illegible]	ALL STAR GLASS, INC.	0 1024153	029147	702-3800-480.30-05	#243 INSTALLATION	111.94
169519	[illegible]	AMAZON CAPITAL SERVICES	1006 6100 7177		001-0000-201.10-00	SALES TAX	(24.80)
				029524	001-4000-461.36-09	INFLATABLE ARCH	344.78
			1WRH-6QDD-LTFR	029475	001-1200-412.36-00	DESKTOP SPEAKERS	27.53
169520	[illegible]	AMERICAN PUBLIC WORKS ASSN	6652527Y19		001-1000-442.23-01	ARTURO C VELA -RENEWAL ANNUAL MEMBERSHIP	252.50
169521	[illegible]	ANIXTER, INC	4201635-00	029438	670-7000-473.25-02	CARHARTT JACKETS	183.82
			4201635-01	029438	670-7000-473.25-02	CARHARTT JACKETS	2,490.96
169522	[illegible]	ARROW STAFFING SERVICE	107555		001-1900-412.23-27	CARROLL, GARY W/E 5/25 FINANCE DEPARTMENT	1,222.00
			107625		001-1900-412.23-27	CARROLL, GARY W/E 6/01 FINANCE DEPT	977.60
169523	[illegible]	ARROYO BACKGROUND INVESTIGATIONS	4970	029113	001-1400-412.33-11	BACKGROUND FEES	400.00
169524	[illegible]	ARTISTIC MAINTENANCE, INC.	0168194-00	029190	111-4900-432.30-01	TRACK# 28252 & 31835	1,560.00
169525	[illegible]	ASPEN ENVIRONMENTAL GROUP	1415.002.14	027504	660-6300-471.90-78	BANNING FLUME FIELD SURVE	544.50
169526	[illegible]	ATLANTIC WEST PUBLISHERS, INC	008-5499	029536	001-1210-412.23-01	BANNING CHAMBER MAP	1,095.00
169527	[illegible]	ATWORK FRANCHISE, INC	080218		761-3100-480.33-11	STEINER, CHANDRA W/E 6/09 UTILITY BILLING	955.33
169528	[illegible]	BABCOCK LABORATORIES, INC	B891344-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			B891957-0040	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			B891960-0040	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			B892063-0050	029259	660-6300-471.23-32	HALOACETIC ACIDS,TRIHALOM	340.00
			B892485-0040	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			B892505-0050	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			B892506-0040	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
169529	[illegible]	BANNING CHAMBER OF COMMERCE	1579		001-1000-411.24-07	ECONOMIC SUMMIT - ANDRADE JUNE 7,2019	40.00
						ECONOMIC SUMMIT - HAPPE JUNE 7,2019	40.00
						ECONOMIC SUMMIT - MCQUOWN JUNE 7,2019	40.00
						ECONOMIC SUMMIT - WALLACE JUNE 7,2019	40.00
						ECONOMIC SUMMIT - WELCH A JUNE 7,2019	40.00
					001-1200-412.23-05	ECONOMIC SUMMIT - SCHULZE JUNE 7,2019	40.00
					001-1210-412.23-05	ECONOMIC SUMMIT - SHOVE,T JUNE 7,2019	40.00
					001-2200-421.23-05	ECONOMIC SUMMIT - HAMNER JUNE 7,2019	40.00
					001-2800-441.23-05	ECONOMIC SUMMIT - RUSH, A JUNE 7,2019	40.00
					001-3000-442.23-05	ECONOMIC SUMMIT - VELA, A JUNE 7,2019	40.00
					610-5800-434.23-05	ECONOMIC SUMMIT - MERAZ,H JUNE 7,2019	40.00
					670-7000-473.23-05	ECONOMIC SUMMIT - MILLER JUNE 7,2019	40.00
169530	[illegible]	BANNING POLICE OFFICERS ASSOC	MAY 2019		001-0000-204.50-00	POLICE OFFICER ASSOC DUES MAY 2019	1,900.00
169531	[illegible]	BEAUMONT DO IT BEST HOME CENTER	472108	029051	001-3200-412.30-01	.710 COUPLING	5.56
			472211	029051	001-3200-412.30-01	DBL BELT	3.76
			472265	029051	702-3800-480.35.52	FEMALE HOSE REPAIR #834	4.30

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169531		BEAUMONT DO IT BEST HOME CENTER	472260	029051	702-3800-480.38-52	MALE HOSE RPR/BRASS TWIST	10.33
			472461	029051	001-3200-412.30-02	4'X8' DRYWALL	25.84
			472492	029051	001-3200-412.30-02	16X48 INSULATION	67.87
			472502	029051	702-3800-480.38-52	FIRE TRUCK- TARP & STRETC	131.79
			472529	029051	001-3200-412.30-02	TAPING & TOPPING	12.70
			472600	029051	001-3600-461.36-00	2" SCH40 VALVE PARKS	18.85
			472935	029051	001-3600-461.36-00	OIL FOR WEEDEATER	5.37
			472995	029051	001-4000-461.36-03	JANITORIAL SUPPLIES	86.03
			473176	029051	001-3600-461.36-00	BUSHING - PARKS	8.03
169532		BEAUMONT SAFE & LOCK	71018	029534	001-4010-461.30-02	LOCKSMITH SERVICES	3,087.10
			71067	029066	001-4000-461.36-00	KEYS	22.93
			71956	029066	001-3200-412.30-02	CITY YARD DISABLE OLD PAN	64.00
169533		BECERRA, ELADIO	DEC 18 - MAY 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2018 -MAY 2019	137.09
169534		BURKE RIX COMMUNICATIONS, LLC	CANNABIS SUMMIT		001-2800-441.23-06	COACHELLA SOCAL CANNABIS SUMMIT JUNE 25, 2019	75.00
169535		CALIFORNIA LAW ENFORCE ASSN	JUNE 2019		001-0000-204.80-13	POLICE LTD PREMIUMS JUNE 2019	563.50
169536		CALIFORNIA LAW ENFORCEMENT ASSOC	LAM,A 06/11/19		001-2200-421.23-06	ANGIE LAM -CLEARS MTG 6/11/19 ENHANCING COMMUN	20.00
169537		CALIFORNIA, STATE OF	379044		001-1300-412.33-11	MAY 2019 LIVE SCAN	343.00
169538		CARRANZA, CORY	50669-392'19		675-7020-473.42-36	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,000.00
169539		CDW GOVERNMENT, INC	SNK0919	029175	001-2060-446.89-45	HARD DRIVE DOCK	51.21
			SNK0243	029175	703-3700-480.30-17	BARRACUDA 1YR ENERGIZER	1,120.00
169540		CELL BUSINESS EQUIPMENT (CBE)	0471143483	028696	001-2200-421.30-06	COPIER MAINTENANCE	95.29
					001-4000-461.30-06	COPIER MAINTENANCE	428.42
					001-4500-412.30-06	COPIER MAINTENANCE	3,519.56
					610-5800-434.30-06	COPIER MAINTENANCE	428.42
					660-6300-471.30-06	COPIER MAINTENANCE	276.46
					670-7000-473.30-06	COPIER MAINTENANCE	648.57
					761-3100-480.30-06	COPIER MAINTENANCE	629.13
169541		CENTER ELECTRIC	9060	029181	660-6300-471.45-06	TROUBLESHOOT BAR SCREEN	574.10
			9073	029181	660-6300-471.45-06	WELL 12 - CONNECTIONS	222.00
			9074	029181	660-6300-471.45-06	WELL M11 - TEST PUMP,ETC	333.00
			9075	029181	660-6300-471.45-06	WELL M10 TROUBLESHOOT	222.00
			9078	029181	660-6300-471.45-06	WELL M2 TROUBLESHOOT	444.00
			9081	029181	660-6300-471.45-06	WELL M12 TROUBLESHOOT	666.00
169542		MISC VENDOR	0000092297		001-0000-218.22-22	UB CR REFUND-FINALS 000014256	48.44
169543		CHRISMAN, FRANKIE	46911-126 10'19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM REBATE	1,500.00
169544		MISC VENDOR	0000096135		001-0000-218.22-22	UB CR REFUND 000021136	103.54
169545		COLONIAL INSURANCE	1229614-0601219		001-0000-204.30-00	TERM LIFE PREMIUMS MAY 2019	2,222.32
					001-0000-204.80-02	CANCER PREMIUMS MAY 2019	1,768.81
					001-0000-204.80-03	UNIVERSAL LIFE PREMIUMS MAY 2019	3,016.05
					001-0000-204.80-09	ACCIDENT PREMIUMS MAY 2019	3,235.22
					001-0000-204.80-11	SUPPLEMENTAL DISABILITY MAY 2019	6,206.44
					001-0000-204.80-12	CRITICAL ILLNESS PREMIUMS MAY 2019	1,556.30
					001-0000-204.80-16	HOSPITAL CONFINEMENT PREM MAY 2019	1,670.35
169546		CORELOGIC INFORMATION SOLUTIONS INC	21969864	029225	001-2700-442.23-33	MAY 2019 METROSCAN	100.00
					301-2740-442.23-33	MAY 2019 METROSCAN	50.00
169547		COSTAR REALTY INFORMATION, INC	1094-4078-4		001-1210-412.33-11	COMMERCIAL PROP LISTING JUN 1-30, 2019	87.95
169548		COUNSELING TEAM INTERNATIONAL, THE	71053		001-2200-421.33-11	CRISIS INTERVENTION - OIS FEB 7, 2019	568.75
169549		COZAD & FOX, INC	17276	029390	660-6300-471.33-53	#19-004 SURVEY ROW SERVIC	4,519.33
					680-8000-454.33-53	#19-004 SURVEY ROW SERVIC	4,007.71
169550		CUSTOM TROPHIES & U-NEEK AWARDS	000368	029047	001-1300-412.41-15	RETIREMENT PLAQUE	156.23
169551		MISC VENDOR	0000079869		001-0000-218.22-22	UB CR REFUND-FINALS 000022046	1,444.09
169552		DLT SOLUTIONS, LLC	91429511	029472	001-3000-442.89-49	AUTOCAD LT 20	392.00
					660-6300-471.89-49	AUTOCAD LT 20	392.00
169553		FOX OCCUPATIONAL MEDICAL CENTER	106896		001-1300-412.33-32	MAY 2019 PRE-EMPLOYMENT EXAMS AND DRUG SCREENING	1,020.00
			106897		610-5800-434.33-12	DOT EXAM - WILSON & GREEN TRANSIT	80.00
169554		FRONTIER COMMUNICATIONS	7092560495'06'19		001-4500-412.26-05	209-056-0495 MAY 28,2019 - JUN 27,2019	920.78
			9518493260'06'19		001-4500-412.26-05	951-849-3260 MAY 28,2019 - JUN 27,2019	255.83
			9518496777'06'19		001-2200-421.26-05	951-849-6777 JUN 1,2019 - JUN 30,2019	108.96

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169554		FRONTIER COMMUNICATIONS	9519220262JUN19		001-4500-412.26-05	951-922-0262 JUN 4,2019 - JUL 3,2019	87.73
169555		G & G ENVIRONMENTAL COMPLIANCE, INC	BANNING-0519	029182	660-6300-471.23-37	NPDES/WASTE INSPECTIONS	399.72
					680-8000-454.23-37	NPDES/WASTE INSPECTIONS	1,166.88
169556		GAS COMPANY, THE	143939960JMY19		600-5100-435.26-06	408 S HATHAWAY ST-AIRPORT APR 23,2019 - MAY 22,2019	21.45
169557		GAS COMPANY, THE	194993624JMY19		001-4600-461.26-06	176 E LINCOLN ST APR 24,2019 - MAY 23,2019	45.50
					100-4900-431.26-06	176 E LINCOLN ST APR 24,2019 - MAY 23,2019	45.51
					660-6300-471.26-06	176 E LINCOLN ST APR 24,2019 - MAY 23,2019	91.02
					670-7000-473.26-06	176 E LINCOLN ST APR 24,2019 - MAY 23,2019	91.02
					702-3800-480.26-06	176 E LINCOLN ST APR 24,2019 - MAY 23,2019	91.02
169558		HAAKER EQUIPMENT COMPANY	152078	029444	680-8000-454.48-16	BALL VALVE, WIRE SKID 6"	312.24
169559		HDL SOFTWARE, LLC	0014554-IN		001-0000-451.40-00	BUSINESS LICENSE SOFTWARE ANNUAL USE 7/1/19-6/30/20	2,807.53
169560		I.B.E.W. LOCAL 47	MAY 2019		001-0000-204.53-00	GEN / UTILITY UNION DUES MAY 2019	8,098.55
169561		I.B.E.W. LOCAL 47 (PAC)	MAY 2019		001-0000-204.60-01	PAC DUES MAY 2019	44.00
169562		INFOSEND, INC	194279	029232	690-9600-453.23-01	CCR 2018 INSERT	472.50
					690-9600-453.23-04	CCR 2018 INSERT	141.62
169563		INNOVATIVE EMERGENCY EQUIPMENT	26674	029246	702-3800-480.30-05	#04 MDC IGNITION	75.00
			26684	029246	702-3800-480.30-05	#23 DOOR TRIGGER RELAY	37.50
169564		JB PAVING & ENGINEERING	432	029508	660-6300-471.45-17	UNIFORMS - WATER	2,375.00
169565		KEMIRA WATER SOLUTIONS INC	9017034091	028763	680-8000-454.40-08	FERRIC SULFATE 12%	416.38
169566		LAND ENGINEERING CONSULTANTS, INC	2708	027177	660-6300-471.90-78	WATER MAIN REPLACEMENT	1,728.00
169567		LAYNE CHRISTENSEN COMPANY	9209720J	029324	660-6300-471.95-08	WELL9, M9 WHEEL REPAIR	20,375.00
169568		LESLIE'S POOL SUPPLIES INC.	01052 01-002675	029186	001-4010-461.36-08	POOL CHEMICALS	81.04
			03016 02 007561	029186	001-4010-461.36-08	POOL CHEMICALS	2,993.03
169569		LITHOPASS PRINTING, FORMS,	4757	029494	610-5800-434.23-02	PRINTING	208.14
			4758	029494	610-5800-434.23-02	TRANSIT TRIP SHEETS	260.47
169570		LSA ASSOCIATES, INC	165817	029449	001-3000-442.33-53	HIGHLAND SPRINGS AVE DRIV	250.00
169571		LYNN PEAVEY COMPANY	357402		001-0000-201.10-00	SALES TAX	(21.78)
				029488	001-2200-421.38-05	SPECIAL DEPT SUPPLIES	329.28
169572		MERCHANTS BUILDING MAINTENANCE, LLC	341570	029189	001-4200-412.33-18	CITY HALL - CUSTODIAL SER	1,869.42
			341571	029189	001-2200-421.33-18	POLICE DEPARTMENT - CUSTO	2,438.61
			341572	029189	001-4200-412.33-18	CITY YARD - CUSTODIAL SER	437.89
			341573	029189	001-4200-412.33-18	WATER SHOP - CUSTODIAL SE	289.15
			341574	029189	001-4200-412.33-18	FLEET SHOP - CUSTODIAL SE	139.92
			341575	029189	001-4200-412.33-18	CORPORATE YARD -CUSTODIAL	386.09
169573		MERLIN JOHNSON CONSTRUCTION, INC	061090	028910	660-6300-471.45-06	WELDING SERVICES	1,080.00
169574		MICHAEL BAKER INTERNATIONAL, INC	1019769	029248	661-6300-471.95-09	BANNING ALTITUDE VALVES	5,201.13
169575		MITSUBISHI ELECTRIC & ELECTRONICS	351727	029109	001-3200-412.30-02	PD ELEVATOR MAINTENANCE	303.80
169576		MUNOZ, RENE	MEALS 6/17 6/19		001-2200-421.23-06	DUI TRAINING MEALS JUN 17,2019 - JUN 19,2019	36.00
169577		NAPA AUTO PARTS	090311	029135	702-3800-480.38-52	NITRILE GLOVES	77.49
			090312	029135	702-3800-480.38-52	NITRILE GLOVES	193.73
169578		O'REILLY AUTO PARTS	2678-187595	029321	702-3800-480.38-52	ROLOC DISC	85.93
			2678-189154	029321	702-3800-480.38-52	#812 VOLT REGULATOR	26.46
			2678-190309	029321	702-3800-480.38-52	#336 COOLANT HOSE	32.30
			2678-190495	029321	702-3800-480.38-52	#812 VOLT REGULATOR	26.46
			2678-190704	029321	702-3800-480.38-52	#834 WATERPUMP	150.85
			2678-192275	029321	702-3800-480.38-52	#833 POWER STG PUMP	94.15
			2678-193182	029321	702-3800-480.38-52	CABIN FILTER	40.09
			2678-193188	029321	702-3800-480.38-52	#831 COP BOOT KIT & SPARK	83.42
			2678-193504	029321	702-3800-480.38-52	PRESSURE HOSE	28.44
			2678-193508	029321	702-3800-480.38-52	PURPLE POWER	30.16
169579		ON TRAC	8924874	029081	001-3000-442.23-04	ENGINEERING S & H	24.20
169580		ONYX PAVING COMPANY INC	19/140	029344	102-0000-232.00-00	PROJECT 2017-16 - RETAINAGE	(82.93)
					102-4904-431.93-15	PROJECT 2017-16	1,658.69
					660-0000-232.00-00	PROJECT 2017-16 - RETAINAGE	(1,720.97)
					660-6300-471.45-08	PROJECT 2017-16	34,419.31
169581		ORTIZ, MICHAEL & VALERIE	06111941027519		675-7020-474.42-15	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM REBATE	1,200.00
169582		PACKHAM & TOOMEY, INC	000139	028915	702-3800-480.30-06	MONTHLY VST INSPECTION	125.00
169583		PARTS AUTHORITY METRO, LLC	0029435149	029322	702-3800-480.38-52	#608 BULB	4.59

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169583	[illegible]	PARTS AUTHORITY METRO, LLC	062-467500	029322	702-3800-480.38-52	#812 VOLTAGE REGULATOR	40.18
			062-507491	029322	702-3800-480.38-52	#243 MICRO-V BELT	20.61
			062-507548	029322	702-3800-480.38-52	#050 CONT ARM BUSHN	34.00
			064-447839	029322	702-3800-480.38-52	#824 PR-EACH/BX-10	2.91
			091-027076	029322	702-3800-480.38-52	CREDIT - 12V COMMERCIAL	(35.56)
			091-027077	029322	702-3800-480.38-52	CREDIT - 12V COMMERCIAL	(71.12)
			091-027172	029322	702-3800-480.38-52	MINATURE LAMPS	(1.01)
			091-027232	029322	702-3800-480.38-52	CREDIT - #09 12V AGM	(183.43)
			091-027442	029322	702-3800-480.38-52	CREDIT- MICRO-V BELT	(17.56)
			091-027451	029322	702-3800-480.38-52	CREDIT - MICRO-V BELT	(18.88)
			091-027471	029322	702-3800-480.38-52	CREDIT-EXT WEAR PAD/12V	(540.30)
			091-027595	029322	702-3800-480.38-52	CREDIT - #838 12V PASS CA	(23.71)
			091-027747	029322	702-3800-480.38-52	CREDIT- #23 12V AGM SEALD	(183.43)
			091-151502	029322	702-3800-480.38-52	#812 STARTER SOLENOI	19.68
			091-151567	029322	702-3800-480.38-52	#903 12 VOLT COMMERCIAL	464.54
			091-151589	029322	702-3800-480.38-52	12 VOLT COMMERCIAL	35.56
			091-151772	029322	702-3800-480.38-52	#812 LOOM/CLIP ACCESS	3.71
			091-151814	029322	702-3800-480.38-52	PK WW+32	13.64
			091-151839	029322	702-3800-480.30-02	GATE CLICKER & TERMINAL C	9.18
			091-152023	029322	702-3800-480.38-52	TOGGLE SWITCH	3.32
			091-152078	029322	702-3800-480.38-52	MINATURE LAMPS	1.01
			091-152082	029322	702-3800-480.38-52	#824 PR-EACH/BX-10	0.58
			091-152486	029322	702-3800-480.38-52	#23 12V AGM SEALED	183.43
			091-152611	029322	702-3800-480.38-52	#318 OIL FILTER	4.08
			091-153021	029322	702-3800-480.38-52	#234 SEMI- METALLIC & WEA	83.46
			091-153425	029322	702-3800-480.38-52	#240 IDLER PULLEY & BELT	46.70
			091-153499	029322	702-3800-480.38-52	#240 MICRO-V BELT	18.97
			091-153624	029322	702-3800-480.38-52	#831 OXYGEN SENSOR	65.45
			091-153650	029322	702-3800-480.38-52	#240 IDLER PULLEY	17.41
			091-153737	029322	702-3800-480.38-52	#831 EXT WEAR PAD	50.56
			091-153872	029322	702-3800-480.38-52	#831 MOTOR TREATMENT	8.39
			091-153904	029322	702-3800-480.38-52	#831 TRANS FILTER	20.06
			091-154370	029322	702-3800-480.38-52	#838 12 VOLT PASS CA	123.09
			091-154406	029322	702-3800-480.38-52	#838 AIR & OIL FILTER	16.52
			091-154651	029322	702-3800-480.38-52	#243 BALL BEARING	23.30
			091-154695	029322	702-3800-480.38-52	#831 FUEL LINE HOSE	8.58
			091-155252	029322	702-3800-480.38-52	#243 OIL FILTER	38.34
			091-155480	029322	702-3800-480.38-52	#09 12V AGM SEALED	183.43
169584	[illegible]	PAYPRO ADMINISTRATORS	51371		001-1300-412.33-11	MAY 2019 COBRA ADMIN	138.00
169585	[illegible]	PRE-PAID LEGAL SERVICES, INC	MAY 2019		001-0000-204.80-07	PREPAID LEGAL PREMIUMS MAY 2019	218.23
169586	[illegible]	PRIME SYSTEMS INDUSTRIAL	4804-16	029163	660-6300-471.45-08	SCADA SYSTEM REINSTALL	3,394.80
169587	[illegible]	PRUDENTIAL OVERALL SUPPLY	22809583	029184	001-4000-461.23-16	TRANSIT UNIFORM SERVICE	9.75
					610-5800-434.23-16	TRANSIT UNIFORM SERVICE	11.00
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	101.80
					610-5850-434.25-02	TRANSIT UNIFORM SERVICE	3.89
			22802410	029184	100-4900-431.25-02	STREET UNIFORMS	14.50
			22805958	029184	001-4000-461.23-16	TRANSIT UNIFORM SERVICE	9.75
					610-5800-434.23-16	TRANSIT UNIFORM SERVICE	11.00
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	57.80
					610-5850-434.25-02	TRANSIT UNIFORM SERVICE	3.89
			22809581	029184	660-6300-471.25-02	UNIFORMS - WATER	57.10
			22809582	029184	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22809604	029184	100-4900-431.25-02	STREET UNIFORMS	14.50
			22809605	029184	001-3600-461.25-02	PARKS UNIFORM SERVICE	12.30
			22809606	029184	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22809608	029184	670-7000-471.25-02	ELEC DEPT UNIFORMS	140.16
			22814528	029184	001-3600-461.25-02	CLOTHING & APPAREL	12.30
169588	[illegible]	RECORD GAZETTE, THE	00165393	029044	001-2800-441.23-01	TOWN HALL MTG AD#165393	230.32

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169589	[illegible]	RECORD GAZETTE, THE	19-20 ELECTRIC		670-7000-473.23-03	ELECTRIC DEPT ACCT#402058 1 YR SUBSCRIPTION RENEWAL	24.95
169590	[illegible]	RICHARDS WATSON GERSHON	222046		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	7,010.88
			222047		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	1,152.00
			222048		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	3,651.00
			222049		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	2,792.83
			222050		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	3,788.98
			222051		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	5,871.00
			222052		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	5,756.96
			222053		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	4,703.14
			222054		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	1,452.00
			222055		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	930.70
			222056		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	495.00
			222057		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	1,842.50
			222058		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	5,335.00
			222059		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	1,900.00
			222060		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	880.00
			222061		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	12,405.14
			222062		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	2,106.00
			222063		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	514.00
			222064		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	3,491.00
			222065		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	445.00
			222066		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	236.00
			222067		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	1,829.00
			222068		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	2,293.14
			222069		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	20,850.16
			222070		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	2,617.50
			222071		700-5300-480.33-04	APRIL 2019 LEGAL SERVICES	5,225.00
169591	[illegible]	RICHARDS, LORENA	A/C TUNE-UP '19		675-7020-473.42-35	REBATE FOR A/C TUNE UP	50.00
169592	[illegible]	RIDER, RICHARD & MARSA	A/C TUNE UP '19		675-7020-473.42-35	REBATE FOR A/C TUNE UP	50.00
169593	[illegible]	RIV. CO. COMMUNITY HEALTH AGENCY	0903522713		600-5100-435.41-04	ACCT#AR0020783 FA0015680 200 S HATHAWAY ST-AIRPORT	1,730.00
169594	[illegible]	RUFFIN, STEPHEN	56154-50502 '19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM REBATE	900.00
169595	[illegible]	RUIZ, LINDA	000033487		001-0000-218.22-22	UB CR REFUND-FINALS 000033798	84.41
169596	[illegible]	SALLEY, CURTIS	A/C TUNE-UP '19		675-7020-473.42-35	REBATE FOR A/C TUNE UP	50.00
169597	[illegible]	SAMPSON, LAURIE	10071777		001-5400-446.41-60	REIMB - 44 GAL TOTE DISASTER SURVIVAL EXPO	52.91
169598	[illegible]	SAN BERNARDINO PUBLIC EMPLOYEES	MAY 2019		001-0000-204.51-00	SBPEA DUES MAY 2019	1,240.02
169599	[illegible]	SAYESKI, CHRISTOPHER	0053137124		001-0000-204.16-00	457 LOAN REFUND	44.21
169600	[illegible]	SCCI, INC DBA	170347	029276	700-5020-480.41-14	SAFETY TRAINING	250.00
			170348	029276	700-5020-480.41-14	SAFETY TRAINING	250.00
169601	[illegible]	SERRANO, CINDY	EYEWEAR 2019		001-2210-421.25-10	2019 EYEWEAR REIMBURSEMNT GENERAL MOU	299.00
169602	[illegible]	SIEMENS INDUSTRY, INC	5010169561	028207	100-4900-431.30-09	MONTHLY TRAFFIC SIGNAL RE	630.00
169603	[illegible]	SMITH, JASON	0054370318		001-0000-204.16-00	457 LOAN REFUND	176.42
169604	[illegible]	SOFTWARE ONE, INC	Q5495120045S	029281	703-3700-480.29-49	BACKUP SIMPLE	300.00
169605	[illegible]	SOUTHERN CALIF ASSN OF GOVERNMENTS	5082019		001-1000-411.23-03	DUES ASSESSMENT 2019-20	3,465.00
169606	[illegible]	SOUTHERN CALIFORNIA EDISON	2011958816033419		670-7000-473.26-00	HIGHLAND HOME RD/S/O MAY 1,2019 - JUN 1,2019	61.73
169607	[illegible]	STANTEC CONSULTING SERVICES, INC	1502306	028270	856-9500-490.93-15	PROJECT 2016-11 DESIGN	6,591.00
			1513960	028270	856-9500-490.93-15	PROJECT 2016-11 DESIGN	5,448.00
169608	[illegible]	STAPLES BUSINESS ADVANTAGE	3413017490	029099	001-4000-461.36-00	OFFICE SUPPLIES	363.33
			3414090331	029099	001-1910-412.36-00	OFFICE SUPPLIES FOR PURCH	77.68
			3414090342	029099	001-1910-412.36-00	OFFICE SUPPLIES FOR PURCH	118.01
			3414442754	029099	001-4000-461.36-00	OFFICE SUPPLIES	83.29
			3414442755	029099	001-1300-412.36-00	ENVELOPES 10X13	10.82
			3415147960	029099	001-1300-412.36-00	ENVELOPES	75.69
169609	[illegible]	SUEZ BANNING	2019136847	029272	680-8000-454.23-38	MONTHLY O&M FEE - MAY	62,182.00
169610	[illegible]	TERMINIX COMMERCIAL	184910983	029492	001-3200-412.23-24	PEST CONTROL SERVICE FOR	477.24
169611	[illegible]	THE SOCO GROUP, INC.	0005338-IN		702-3800-480.36-11	FUEL TAX DELIVERED 5/02/2019	1,179.91
						REG UNLEADED GAS DELIVERED 5/02/2019	22,143.41
						ULS DIESEL - CLEAR DELIVERED 5/02/2019	4,765.83
169612	[illegible]	THOMSON REUTERS - WEST	841267011		001-0000-207.10-00	SALES TAX	(40.09)

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169612		THOMSON REUTERS - WEST	840702411	029533	001-2200-421.41-92	VEH CODES & PC BOOKS	557.29
169613		THORNTON, MEL	DEC 18 - MAY 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2018 -MAY 2019	126.42
169614		TIME WARNER CABLE	CITYHALL 6/2019		001-2060-446.26-09	99 E RAMSEY ST MAY 25,2019 - JUN 24,2019	115.19
			CORP YARD 6/19		670-7000-473.26-07	176 E LINCOLN ST - FIBER MAY 25,2019 - JUN 24,2019	823.92
			FIRE ADM 6/19		001-2400-422.26-09	3900 W WILSON ST JUN 1, 2019 - JUN 30,2019	5.30
			FS 89 6/2019		001-2400-422.26-09	172 N MURRAY ST- FS#89 JUN 1, 2019 - JUN 30,2019	37.45
169615		UNITED STATES POSTAL SERVICE	POSTAGE JUN 19		001-4500-412.23-04	POSTAGE FOR METER	5,000.00
169616		UTILITY TREE SERVICE	6-0038419	028387	670-7000-473.23-17	TREE TRIM 5/25-5/31/19	4,488.00
169617		V & V MANUFACTURING, INC.	47911	029532	001-2200-421.41-92	7 BADGES REFINISHED	204.73
169618		VALDEZ, ROSALIE R	000058011		001-0000-218.22-22	UB CR REFUND-FINALS 000010430	85.35
169619		VELA, ARTURO	CY(WeekS/10/19		660-6300-471.25-10	REMAINING BALANCE EYEWEAR REIMBURSEMNT-RESO 2019-41	110.00
169620		VERIZON WIRELESS	9853035111		670-7000-473.26-05	ACCT # 972157141-00001 APR 24,2019 - MAY 23,2019	14.04
			9840945724		670-7000-473.26-05	ACCT # 271004536-00001 APR 27,2019 - MAY 26,2019	18.55
			9830954102		670-7000-473.26-05	ACCT # 371004536-00001 APR 27,2019 - MAY 26,2019	18.60
			9830988966		670-7000-473.26-05	ACCT # 771004535-00001 APR 27,2019 - MAY 26,2019	432.33
			9840996453		670-7000-473.26-05	ACCT # 871004535-00001 APR 27,2019 - MAY 26,2019	14.65
169621		WALLACE, COLLEEN	MILEAGE 6/07		001-1000-411.23-05	CAP MEMBERSHIP DRIVE JUNE 6,2019 RIVERSIDE, CA	34.34
169622		WATERLINE TECHNOLOGIES, INC	5455789	029212	001-4010-461.36-09	POOL ITEMS/ROPE	144.32
			5455906	029212	001-4010-461.30-12	FLOW SWITCH/LABOR	609.07
169623		WELLS FARGO CARD SERVICES INC	11 2910 MAY19		001-1300-412.41-16	SUPER SUBS+ MAINT WORKER INTRVW PANEL	31.73
					001-1910-412.23-03	NATNL PROCUREMENT INST NPI ANNUAL MEMBERSHIP	600.00
					001-2200-421.23-06	HOLIDAY INN EXPRESS VENTR M VARGAS - RECORDS TRAIN	358.34
						RIVERSIDE COUNTY SHERIFFS F NIETO - FIREARMS TACTIC	236.90
					001-2210-421.23-06	VAN METER & ASSOCIATES V HERNANDEZ - FIRST LINE	160.00
					001-2400-422.30-06	HOME DEPOT - ONLINE PRESSURE WASHER-FIRE DEPT	322.17
					001-4000-461.89-46	WEBSTAURANT STORE FURNITURE FOR COMM CTR	1,670.53
					001-4000-461.89-49	ADOBE SPARK FOR COMMUNITY SRVCS	99.99
					670-7000-473.23-06	GREEN VALLEY RANCH L DUGGINS - HOVER DAM SEM	482.22
169624		WHENEVER COMMUNICATIONS, LLC	9406-172423	029373	703-3700-480.30-19	SATELLITE PHONES	278.85
169625		WOODARD & CURRAN, INC	26750	028485	660-6300-471.33-11	PROJECT #GRIRWM IRWM DEV.	102,706.30
			26841	028485	660-6300-471.33-11	PROJECT #GRIRWM IRWM DEV.	12,897.81
169626		YANG, WON J	000098467		001-0000-218.22-22	UB CR REFUND-FINALS 000021580	103.37
169627		YGLESIAS, STEPHANIE	CREFUND 6/19		001-0000-204.10-00	DIRECT DEPOSIT RETURNED COMMUNITY CENTER	22.03
169628		YOUNGBLOOD & ASSOCIATES	3806A	029473	001-1300-412.33-11	POLYGRAPH EXAM	225.00
			3922A	029473	001-1300-412.33-11	POLYGRAPH EXAM FEES	450.00
			4244A	029473	001-1300-412.33-11	PO APPL POLYGRAPH FEE	225.00
169629		ALBERT A. WEBB ASSOCIATES	191905	028227	451-3600-461.90-69	LIONS PARK ENVIRONMENTAL	1,794.75
169630		ALESHIRE & WYNDER, LLP	51702		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	374.35
			51704		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	58.50
169631		ALLEN REBUILT, INC	5100	029531	670-7000-473.45-05	REPAIR BREAKER CYLINDER	466.00
169632		ALLISON MECHANICAL INC	2018-05-02	029327	430-0000-232.00-00	PROJECT 2018-05 CITY HALL - RETAINAGE	(2,312.17)
					430-2900-441.90-15	PROJECT 2018-05 CITY HALL	46,243.35
			2018-05-01	029327	430-0000-232.00-00	PROJECT 2018-05 CITY HALL - RETAINAGE	(175.00)
					430-2900-441.90-15	PROJECT 2018-05 CITY HALL	3,500.00
169633		AMAZON CAPITAL SERVICES	1947-4DYH-MGP		001-0000-201.10-00	SALES TAX	(1.55)
				029100	660-6300-471.36-00	WALL CLOCK & KEYBOARD	57.45
169634		AMERICAN SOCIETY FOR PUBLIC ADMINIS	125194-2019		001-3000-442.23-01	ARTURO VELA - MEMBERSHIP RENEWAL ID# 125194	130.00
169635		ARTISTIC MAINTENANCE, INC.	0167999-IN	029190	111-4900-432.23-29	LMD LANDSCAPE MAINTENANCE	5,258.75
			0168000-IN	029118	001-2200-421.23-29	CITY PROPERTY LANDSCAPE M	590.00
					001-3200-412.23-29	CITY PROPERTY LANDSCAPE M	700.00
					001-4000-461.23-29	CITY PROPERTY LANDSCAPE M	213.90
					001-4010-461.23-29	CITY PROPERTY LANDSCAPE M	208.32
					001-4050-461.23-29	CITY PROPERTY LANDSCAPE M	213.94
					100-4900-431.23-29	CITY PROPERTY LANDSCAPE M	1,500.00
					610-5800-434.23-29	CITY PROPERTY LANDSCAPE M	213.84
			0168190-IN	029190	111-4900-432.30-01	LMD LANDSCAPE PLANTING	9,780.00
169636		ASPEN ENVIRONMENTAL GROUP	331-002-10	027504	660-6300-471.90-98	BANNING FLUME FIELD	3,027.27

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169637		AVILA, SOL	REIMB 6/11/19		001-2200-421.36-07	ALL HANDS STAFF MEETING REFRESHMENTS	99.71
169638		AVILA, VINCENT	REIMB 5/8/19		001-2200-421.23-05	PKG FEE-COURT DEPOSITION LOS ANGELES 5/8/19	38.50
169639		BEAUMONT DO IT BEST HOME CENTER	474489	029051	001-3200-412.30-02	ROOFING TAN, FELT, & EDGE	267.50
			475518	029051	001-4000-461.36-09	RECREATION SUPPLIES	139.28
			475709	029051	001-3200-412.36-00	SINGLE SIDED KEY	5.79
169640		BEAUMONT GLASS & DOOR	102	029089	001-3700-412.30-02	REPAIRS TO REPPLIER PARK	2,218.00
169641		BLAIS & ASSOCIATES, INC	04 2019 BM1	029460	100-4900-431.33-11	CARL MOYER GRANT	690.63
			04 2019 BM2	029458	001-3600-461.33-11	PARKS & REC GRANT	369.45
169642		BOEHM, REGINA	REIMB 6/2019		761-3110-480.36-00	SUNSCREEN/GLOVES/VESTS FOR FSR SUMMER USE	164.32
169643		BT SUPPLIES WEST	826598	029126	001-3200-412.36-03	JANITORIAL SUPPLIES	729.04
			826657	029126	001-3200-412.36-03	JANITORIAL SUPPLIES	245.64
			BC0177	029126	001-3200-412.36-03	CREDIT- CAN LINER	(140.61)
			BC0357	029126	001-3200-412.36-03	CREDIT - CAN LINERS	(253.10)
169644		CALIFORNIA TOOL & WELDING SUPPLY	408913	029527	702-3800-480.30-05	CYLINDER TANK PICK UP	35.02
169645		CDW GOVERNMENT, INC	SLPC912	029175	670-7000-473.89-48	TRIPP UPS REPLACEMENT	461.33
			SNNE454	029175	670-7000-473.89-48	#BP48V24-2U BATT. PACK	538.19
169646		CHARLES ABBOTT ASSOCIATES, INC	59697	028250	001-3000-442.33-53	CONSULTING SERVICES MAY 2019	7,151.50
169647		CHERRY VALLEY NURSERY AND	11-0028195	029480	100-4900-431.30-15	PS GOLD SAND	426.69
169648		CORELOGIC INFORMATION SOLUTIONS INC	21965884	029225	001-3000-442.30-17	ENGINEERING METROSCAN	66.68
169649		COUNSELING TEAM INTERNATIONAL, THE	72525		700-5040-480.23-07	MAY 2019 EMP SUPPORT SRVC	700.00
169650		COUTS HEATING & COOLING, INC	SRVC10459	029105	001-3200-412.30-21	A/C REPAIR AT PD COMMUNIT	1,967.04
169651		COZAD & FOX, INC	17275	029463	830-9500-490.90-07	BUILDING DEMO & PARKING L	8,636.38
169652		CUSTOM TROPHIES & U-NEEK AWARDS	000410	029047	001-1000-411.36-00	RETIREMENT PLAQUE	48.49
169653		CYBERTEK	5527		703-3700-480.30-17	RYUK RECOVERY	6,750.00
169654		DESIGN WEST ENGINEERING	16679	028388	001-2200-421.30-21	PROJECT 2016-10 HVAC	620.50
					430-2900-441.90-15	PROJECT 2016-10 HVAC	617.00
169655		FLETCHER, TERRI	OCT 18 - MAR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2018 -MAR 2019	125.59
169656		FRONTIER COMMUNICATIONS	951649495433JUN19		001-2200-421.26-05	951-849-4533 JUN 4, 2019 - JUL 3, 2019	50.89
169657		GARDA CL WEST INC	1048959	029388	761-3100-480.23-43	JUN 19 ARMORED SERVICES	598.49
169658		GRAINGER	9190049769	029057	660-6300-471.45-16	LUBRICANT/SAW BLADES	166.21
					670-7000-473.45-16	LUBRICANT/SAW BLADES	166.23
169659		GREEN, NATASHA	MILEAGE 5/29/19		610-5800-434.25-05	MILEAGE REIMBURSEMENT DOT PHYSICAL DMV	22.27
169660		HAZEN AND SAWYER	20062.001.07	029243	661-6300-471.90-78	PROJECT 2018-02W	2,831.04
					661-6300-471.90-08	PROJECT 2018-02W	9,841.46
169661		HIGGINS, BLANCHE	NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	132.14
169662		HR GREEN PACIFIC, INC	127116	028919	001-3000-442.33-53	ENVIRONMENTAL ENGINEERING	955.00
169663		IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190621		001-0000-204.80-10	PAYROLL SUMMARY	2,166.81
169664		ICMA RETIREMENT TRUST 457	20190621		001-0000-204.16-00	PAYROLL SUMMARY	6,545.64
169665		INFOSEND, INC	254115	029174	761-3100-480.23-02	UB BILL SRVC 5/28-5/31	141.87
					761-3100-480.23-04	UB BILL SRVC 5/28-5/31	1,182.11
					761-3100-480.33-11	UB BILL SRVC 5/28-5/31	253.32
169666		INNOVATIVE FEDERAL STRATEGIES	052019	029354	001-1000-411.33-11	FEDERAL LOBBYING SERVICES	1,400.00
					660-6300-471.33-11	FEDERAL LOBBYING SERVICES	1,400.00
					670-7010-473.33-11	FEDERAL LOBBYING SERVICES	350.00
					680-8000-454.33-11	FEDERAL LOBBYING SERVICES	350.00
169667		IRON MOUNTAIN INFORMATION MGMT, LLC	KNB900144	029122	703-3700-480.33-11	OFFSITE MEDIA STORAGE	220.81
169668		JIMENEZ, LINDA	TUITION 6/2019		001-1300-412.25-03	TUITION REIMBURSEMENT PER BPOA MOU	2,835.00
169669		KALAPACA, SHIRLEY	DEC 18 - MAY 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2018 -MAY 2019	139.59
169670		LANDSCAPE DYNAMICS	0238.001	028493	111-4900-432.90-72	TR# 23446, 22811/30186, 3	4,564.50
169671		LITHOPASS PRINTING, FORMS,	4259	029417	670-7000-473.23-02	#10 WINDOW ENVELOPES	148.91
169672		LOCKLIN, SANDRA	DEC 18 - MAY 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2018 -MAY 2019	144.32
169673		LOZANO SMITH LLP	2085200		700-5040-480.33-11	MAY 2019 LEGAL SERVICES	1,966.32
169674		MC AVOY & MARKHAM	15986		670-0000-131.00-00	SMART METERS PO NUM 029178	11,188.76
169675		MONTROSE ENVIROMENTAL GROUP, INC	INV1159678	029266	680-8000-454.90-78	PROJECT 2018-03W	38,265.00
169676		MUNOZ, JUANITA	EYEWEAR 2019		761-3100-480.25-10	EYEWEAR REIMB 2019 PER GENERAL UNIT MOU	300.00
169677		NATIONWIDE RETIREMENT SOLUTIONS	20190621		001-0000-204.16-00	PAYROLL SUMMARY	5,962.95
169678		NOV PROCESS & FLOW TECH	0049005494	029416	680-8000-454.95-12	SLUDGE PUMP REPAIR	536.25
169679		OFFICE DEPOT	328381645001	029065	001-1900-412.36-00	CITY HALL PAPER	611.11

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169679		OFFICE DEPOT	1251216645001	029065	001-4500-412.36-00	CITY HALL PAPER	277.56
169680		ON TRAC	8936335	029081	001-1400-412.23-04	CITY CLERK/ENGINEERING	3.93
					001-3000-442.23-01	CITY CLERK/ENGINEERING	15.72
169681		ONTIVEROS, CONSUELO & PEDRO	DEC 18- MAY 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2018 -MAY 2019	112.03
169682		PARDUS, CATHY	EYEWEAR 6/2019		670-7000-473.25-10	EYEWEAR REIMBURSEMENT PER GENERAL MOU	300.00
169683		PARS	20190621		001-0000-204.25-00	PAYROLL SUMMARY	1,825.16
169684		PARTS AUTHORITY METRO, LLC	062-484484	029322	702-3800-480.38-52	#831 BRAKE ROTOR	125.42
			091-149365	029322	702-3800-480.40-02	SHOP- COOLER	3,448.00
			091-153492	029322	702-3800-480.48-52	MICRO-V BELT	18.88
169685		PETTY CASH CUSTODIAN - POLICE	3338		001-2200-421.36-00	VELCRO FOR COMPUTERS WALMART - LIZA KESTER	24.60
			3339		001-2200-421.23-05	PARKING FOR LT. AVILA COURT DEPOSITION-L.A. 4/2	38.50
			3340		001-2200-421.36-00	SUPPLIES FOR DB PER SGT BENNETT	25.29
			3341		001-2200-421.36-00	USB DRIVE-OFFICER SMITH CASE # 19-699	25.84
			3342		001-2200-421.36-00	LOCKER KEYS FOR VOLUNTEER PER SGT KELLY	4.00
169686		PRUDENTIAL OVERALL SUPPLY	22802411	029184	761-3110-480.25-02	FSR UNIFORMS 5/21	33.92
			22806269	029184	761-3110-480.25-02	FSR UNIFORMS	33.92
			22813527	029184	100-4900-431.25-02	STREET UNIFORMS	14.50
			22813529	029184	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22813540	029184	761-3110-480.25-02	FSR UNIFORMS 6/11	33.92
			22813541	029184	670-7000-473.25-02	ELEC UNIFORM SERVICE	171.16
			22817109	029184	670-7000-473.25-02	ELEC UNIFORM SERVICE	140.16
169687		PUBLIC AGENCY RETIREMENT SERVICES	41078		001-1900-412.33-11	PARS PLN ID#PH-ARS05A SVC PERIOD 20190430	300.00
169688		QUINTANILLA, ANGELA	DEC 18- MAY 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE DEC 2018 -MAY 2019	93.12
169689		RED HAWK SERVICES	19-1110	029234	670-7000-473.90-15	REPAIR BACK GATE-CITY YAR	288.85
169690		RIV. CO. CLERK RECORDER	APN 540-020-023		001-2710-442.23-07	RELEASE PEND/LIEN BY GOVT 1462 W WILSON	8.00
169691		RIV. CO. COMMUNITY HEALTH AGENCY	IN0152013		001-4000-461.41-04	789 N SAN GORGONIO ACCT#AR007865 FA0037667	842.00
			IN0152016		680-8000-454.41-04	5949 BRECKINRIDGE AVE ACCT#AR0078662 FA0037673	842.00
			IN0152018		660-6300-471.41-04	3854 W WESTWARD AVE ACCT#AR0078664 FA0037675	842.00
			IN0152019		660-6300-471.41-04	9700 BANNING CANYON RD ACT#AR0078665 FA 0037676	842.00
			IN0152151		001-2200-421.41-04	125 E RAMSEY ST ACCT#AR0078669 FA0037679	1,105.00
			IN152017		680-8000-454.41-04	3750 W WESTWARD AVE ACCT#AR0078663 FA0037674	842.00
169692		RIV. CO. SHERIFF'S DEPT.	DC CLASS 7/3/19		001-2200-421.23-06	A. CHACON - TUITION OC CLASS - BCTC 7/3/19	39.00
			P SP CLS 7/3/19		001-2200-421.23-06	D. SERRANO-TUITION PEP SPRY CLS BCTC 7/3/19	39.00
169693		ROBLEE, DAVID	TUIT RMB 6/19		001-1300-412.25-09	BALANCE OF TUITION REIMB PER GENERAL UNIT MOU	191.29
169694		SIRCHIE FINGER PRINT LABORATORIES	0498585 IN	029490	001-2200-421.36-62	EVIDENCE SUPPLIES	418.54
169695		SOUTH COAST AIR QUALITY	5601		673-7000-473.90-15	AQMD GAS TURBINE EMERGENCY-CITY YARD	2,678.69
169696		SOUTHERN CALIFORNIA JOINT POLE	20285		670-7000-473.27-11	MAY 2019 MONTHLY DUES	719.27
169697		STAPLES BUSINESS ADVANTAGE	3415720932	029099	660-5100-445.36-00	OFFICE SUPPLIES- HIGHLIGH	91.46
			3415029414	029099	001-4000-461.36-09	OFFICE SUPPLIES	19.17
			3415347961	029099	660-6300-471.36-00	TONER/ELECT. DUSTERS	102.00
					670-7000-473.36-00	TONER/ELECT. DUSTERS	218.78
			3415802345	029099	660-6300-471.36-00	THERMAL POUCHES	39.10
					670-7000-473.36-00	THERMAL POUCHES	39.10
169698		TERMINIX COMMERCIAL	384916289	029492	001-2200-421.23-24	PEST CONTROL PD	698.40
			386252393	029492	001-3200-412.23-24	OUTDOOR VERMIN TRAPS	100.00
			386326185	029492	670-7000-473.23-24	1 YR SERVICE PEST CONTROL	465.60
169699		THE SOCO GROUP, INC.	0675122 IN		702-3800-480.36-11	REGULAR UNLEADED GAS DELIVERED 5/24/2019	21,836.13
			0675423 IN		702-3800-480.36-11	ULS DIESEL-CLEAR DELIVERED 5/24/19	2,987.67
169700		TIME WARNER CABLE	COMM CTR 6/2019		001-2060-446.26-09	789 N SAN GORGONIO 6/1/2019-6/30/2019	20.74
			SR CTR 6/2019		001-2060-446.26-09	769 N SAN GORGONIO 6/1/2019-6/30/2019	20.74
169701		TURBO DATA SYSTEMS INC	40130	029543	001-2200-421.23-45	APRIL CITATIONS PROCESS	521.27
			40331	029543	001-2200-421.23-45	MAY CITATIONS PROCESS	290.42
169702		UNDERGROUND SERVICE ALERT	19050FEE2462		100-4900-431.30-13	CA STATE FEE-REG COSTS JUNE 2019	17.48
					660-6300-471.45-08	CA STATE FEE-REG COSTS JUNE 2019	17.47
					670-7000-473.45-02	CA STATE FEE-REG COSTS JUNE 2019	17.48
			520190039		100-4900-431.30-13	56 NEW TICKETS JUNE 2019	34.13
					660-6300-471.45-08	56 NEW TICKETS JUNE 2019	34.13
					670-7000-473.45-02	56 NEW TICKETS JUNE 2019	34.14

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169703		UTILITY TREE SERVICE	65M02119	028387	670-7000-473.23-17	TREE TRIMMING W/E 6/8/19	4,488.00
169704		VELA, ARTURO	REIMB 6/2019		001-3000-442.36-07	LION'S PARK GRANT MEETING REFRESHMENTS	37.14
169705		VERIZON WIRELESS	9834286898		001-1200-412.26-05	CITY MANAGER CELL MAY 2,2019 -JUN 1, 2019	309.50
					001-1400-412.26-05	FINANCE CELL MAY 2,2019 -JUN 1, 2019	27.42
					001-2200-421.26-05	POLICE DEPT CELLS MAY 2,2019 -JUN 1, 2019	807.77
					001-2210-421.26-05	DISPATCH CELL MAY 2,2019 -JUN 1, 2019	29.32
					001-2740-442.26-05	CODE ENFORCEMENT CELL MAY 2,2019 -JUN 1, 2019	78.73
					001-2800-441.26-05	PLANNING DEPT CELL MAY 2,2019 -JUN 1, 2019	51.54
					001-3000-442.26-05	ENGINEERING CELL MAY 2,2019 -JUN 1, 2019	74.42
					001-3200-412.26-05	BLDG MAINTENANCE CELL MAY 2,2019 -JUN 1, 2019	27.42
					001-4000-461.26-05	COMMUNITY SRVCS CELL MAY 2,2019 -JUN 1, 2019	260.21
					100-4900-431.26-05	STREET DEPT CELL MAY 2,2019 -JUN 1, 2019	127.28
					610-5300-434.26-05	TRANSIT CELLS MAY 2,2019 -JUN 1, 2019	128.67
					610-5850-434.26-05	DIAL-A-RIDE CELL MAY 2,2019 -JUN 1, 2019	34.53
					660-6300-471.26-05	WATER DEPT CELL MAY 2,2019 -JUN 1, 2019	525.78
					670-7000-473.26-05	ELECTRIC DEPT CELL MAY 2,2019 -JUN 1, 2019	879.19
					680-8000-454.26-05	WASTEWATER CELL MAY 2,2019 -JUN 1, 2019	114.09
					702-3800-480.26-05	FLEET CELL MAY 2,2019 -JUN 1, 2019	80.04
					703-3700-480.26-05	INFORMATION SERVICES CELL MAY 2,2019 -JUN 1, 2019	153.64
					761-3110-480.26-05	METER SERVICES CELL MAY 2,2019 -JUN 1, 2019	143.67
169706		WELDOR'S SUPPLY AND STEEL	111504	029519	670-7000-473.45-05	NITROGEN GAS	65.79
169707		WELLS FARGO CARD SERVICES INC	9811 4796 MAY19		001-2200-421.41-52	ALBERTSON'S - 5/01/2019 EXPLORERS REFRESHMENTS	15.94
						COSTCO - 4/29/2019 PORTABLE 2TB HARD DRIVES	140.38
						COSTCO PORTABLE 2TB HARD DRIVES	70.03
						DOMINO'S PIZZA - 5/01/19 EXPLORERS MEETING PIZZA	32.81
169708		WESCO DISTRIBUTION, INC	268242		670-0000-131.00-00	HIGH VOLTAGE SIGNS PO NUM 029180	446.09
169709		WILLDAN FINANCIAL SERVICES	010-41140	027623	001-1900-412.33-11	DEV IMPACT FEE STUDY NOV 24,2018 - MAR 31,2019	1,444.50
			010-41169	027623	001-1900-412.33-11	DEV IMPACT FEE STUDY APR 28,2019 - MAY 31,2019	1,134.00
169710		YOUNGBLOOD & ASSOCIATES	3844A	029473	001-1300-412.33-11	POLYGRAPH EXAM FEE	225.00
169711		ZASADIL, STEPHEN	1605	029476	670-7000-473.23-06	EMPLOYEE CPR TRAINING	675.00
169712		A JUMP N PARTY, INC	PO29559	029559	001-4000-461.36-09	JULY 4TH EVENT SUPPLIES	2,990.00
169713		ACOM SOLUTIONS, INC	020119 IN		001-1900-412.33-11	DIGITIZED SIGNATURES FOR CHECK PROCESSING	330.00
169714		ADAMSON POLICE PRODUCTS	INV1015948	029393	001-2200-421.36-01	SPECIAL DEPT. SUPPLIES	6,425.35
169715		ADVANCE WORKPLACE STRATEGIES INC	405130	029108	001-1300-412.33-32	JUNE DRUG TESTING CHRGS	102.00
169716		ALBERT A. WEBB ASSOCIATES	152067		002-0000-222.30-27	PEER REV SERV FOR ENV DOC RESO 2018-27 PO# 29335	18,302.50
					002-2800-351.36-01	PEER REV SERV FOR ENV DOC RESO 2018-27 PO# 29335	(18,302.50)
				029335	002-2800-441.33-05	PEER REV SERV FOR ENV DOC RESO 2018-27	18,302.50
169717		ALL STAR ELITE SPORTS	1851	029188	001-4010-461.25-02	LIFEGUARD SHIRTS/TANKS	637.01
169718		AMAZON CAPITAL SERVICES	1KWV-NG4J-16D9		001-0000-201.10-00	SALES TAX - PO# 29499 ORG INV DATE 5/31/2019	(34.87)
				029499	001-2200-421.33-11	DVR VIDEO SECURITY SYST ORG INV DATE 5/31/2019	484.86
			1MQV-49PC-P1M		001-0000-201.10-00	SALES TAX	(3.42)
				029475	001-1200-412.36-00	HEADPHONES/FOOTREST	47.52
			1RTC-PKJG-D7C9		001-0000-201.10-00	SALES TAX PO# 29499 ORG INV DATE 5/28/2019	(12.39)
				029499	001-2200-421.33-11	SPECIAL DEPT ORDER	172.29
169719		ARAUZA, JOSE A	000080863		001-0000-218.22-22	UB CR REFUND-FINALS 000001272	139.08
169720		AREIAS, CALEB	MILEAGE 6/2019		001-4000-461.25-05	ROOSEVELT WILLIAMS PARK SUMMER CLASSES	7.83
169721		ARNOLD, LARRY J	000042834		001-0000-218.22-22	UB CR REFUND-FINALS 000023040	43.13
169722		ARROW STAFFING SERVICE	107417		761-3100-480.33-11	SANTANA,GRACE W/E 5/11/19 UTILITY BILLING	687.23
			107505		761-3100-480.33-11	SANTANA,GRACE W/E 5/18/19 UTILITY BILLING	724.71
			107556		761-3100-480.33-11	SANTANA, GRACE W/E 5/2/19 UTILITY BILLING	799.68
			107714		001-1900-412.23-27	CARROLL, GARY W/E 6/8/19 FINANCE	1,222.00
			107715		761-3100-480.33-11	SANTANA, GRACE W/E 6/8/19 UTILITY BILLING	980.75
			107761		001-1900-412.23-27	CARROLL, GARY W/E 6/15 FINANCE	1,222.00
169723		ARROYO BACKGROUND INVESTIGATIONS	1990		001-1300-412.33-11	BACKGROUNG INVESTIGATIONS	1,230.00
			1996		001-1300-412.33-11	BACKGROUNG INVESTIGATIONS	900.00
169724		ARTISTIC MAINTENANCE, INC.	0168272 IN	029190	111-4900-432.30-01	LMD LANDSCAPE PLANTING	3,285.00
169725		AT&T CALNET 2	000031126427		001-2200-421.26-05	BAN # 9391063769 MAY 1,2019 - MAY 31,2019	659.86
169726		AT&T CALNET 2	000031125579		001-2200-421.26-05	BAN # 9391060200 MAY 1,2019 - MAY 31,2019	388.02

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169727		AT&T CALNET 2	000013126683		001-2200-421.26-05	BAN # 9391064350 MAY 1,2019 - MAY 31,2019	210.05
169728		AT&T MOBILITY	992351038AMAY19		001-2200-421.26-05	A#992351038 FAN#02391479 APR 12,2019 - MAY 11,2019	1,099.52
169729		ATWORK FRANCHISE, INC	021694		702-3800-480.23-27	PERKINS, ERICA W/E 6/23	334.71
169730		B & H FOTO & ELECTRONICS CORP	199051930	029530	001-4000-461.36-09	YAMAHA P.A. SYSTEM	323.30
					001-4010-461.36-09	YAMAHA P.A. SYSTEM	323.20
					001-4020-461.36-09	YAMAHA P.A. SYSTEM	323.20
169731		BABCOCK LABORATORIES, INC	BF90091-0030	029259	660-6300-471.23-32	DIQUAT,ASBESTOS,ALPHA	650.00
			BF90144-0030	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	36.00
			BF90188-0030	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BF90491-0030	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			BF90493-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BF90495-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	225.00
			BF90530-0030	029259	660-6300-471.23-32	VARIOUS SAMPLES	843.00
169732		BANNING TECH KNOW	0000092027		001-0000-218.22-22	UB CR REFUND-FINALS 000018312	18.01
169733		BEAUMONT SAFE & LOCK	71026	029066	001-4000-461.36-00	32 DUPLICATE KEYS	75.43
			71004	029066	001-4000-461.36-02	EXTRACT BROKEN KEY	64.00
			71029	029066	702-3800-480.38-52	DUPLICATE KEYS	51.72
			71013 A	029066	001-3200-412.36-00	ORIGINAL KEYS	21.55
169734		BEAUMONT, CITY OF	2018 56		610-5800-351.35-80	BUS TICKET RECONCILIATION MARCH 2018	265.20
			2018 57		610-5800-351.35-80	BUS TICKET RECONCILIATION APRIL 2018	301.99
			2018 58		610-5800-351.35-80	BUS TICKET RECONCILIATION MAY2018	261.32
			2018-71		610-5800-351.35-80	BUS TICKET RECONCILIATION JUNE 2018	155.74
			2018-74A		610-5800-351.35-80	BUS TICKET RECONCILIATION JUNE 2018	1.02
			2018-76		610-5800-351.35-80	BUS TICKET RECONCILIATION JULY 2018	256.84
			2018 87		610-5800-351.35-80	BUS TICKET RECONCILIATION AUGUST 2018	261.87
			2018 94		610-5800-351.35-80	BUS TICKET RECONCILIATON SEPTEMBER 2018	215.61
			2019-07		610-5800-351.35-80	BUS TICKET RECONCILIATION OCTOBER 2018	249.26
			2019 15		610-5800-351.35-80	BUS TICKET RECONCILIATION NOVEMBER 2018	280.48
			2019 19		610-5800-351.35-80	BUS TICKET RECONCILIATION DECEMBER 2018	226.62
169735		BENHAR, DIANA T	MAY 2019		001-4000-461.23-15	ZUMBA CLASS INSTRUCTION MAY 2019	338.10
169736		BENNETT, SALWYNNE	DEC 18 - MAY 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FOR DEC18-MAY19	87.78
169737		BERUMEN, EDWARD H	000075767		001-0000-218.22-22	UB CR REFUND-FINALS 000019588	91.13
169738		BLANK, BARBARA	JAN 19 - MAR 19		670-7000-356.38-01	MEDICAL LIFELINE REBATE JAN 2019 - MAR 2019	23.78
			OCT 18 - MAR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2018 -MAR 2019	118.47
169739		BT SUPPLIES WEST	0001393 00	029126	001-3200-412.36-03	JANITORIAL SUPPLIES	3,837.06
169740		CALDERON, SANDRA B	MILEAGE 6/9/19		001-2800-441.25-05	DELIVERY OF PC PACKETS JUNE 5, 2019 MEETING	11.60
169741		CALIFORNIA LAW ENFORCEMENT ASSOC	LAM, A 7/02/19		001-2200-421.23-06	BACKGROUND CHECKS ANGIE LAM 7/02/2019	20.00
169742		CARRILLO CERVANTES, FRANCISCO	000092945		001-0000-218.22-22	UB CR REFUND-FINALS 000050750	7.22
169743		CATANO, PRISCILLA	15919945		001-0000-218.22-20	DAY CAMP REFUND - WEEK 2 SPARROW FIGUEROA	50.00
169744		CDW GOVERNMENT, INC	RKW7151	029175	670-7000-473.89-48	ADO ACRO PRO UPG 2017	1,047.00
			SM0124	029175	001-4000-461.90-48	SERVER REPLACEMENT	2,326.39
			SQL1576	029175	001-2800-441.90-49	ADOBE ACRO PRO OFFICE SPE	378.24
			SQN1022	029175	001-2800-441.89-48	DELL DUAL MONITORS	486.85
			SSR2627	029175	001-2800-441.89-48	VIDEO CARD	94.79
169745		CELIS &, ALMA	000095715		001-0000-218.22-22	UB CR REFUND-FINALS 000014226	61.77
169746		CELL BUSINESS EQUIPMENT (CBE)	0421309 00	029554	702-3200-480.36-00	TONER	111.05
169747		CENTER ELECTRIC	0076	029181	680-8000-454.45-09	SUPPLY WIRE FOR REPAIRS	2,313.29
			0073	029181	680-8000-454.45-09	REPAIRS TO SLUDGE VALVES	2,442.00
169748		CHANG, YONG OK	000092257		001-0000-218.22-22	UB CR REFUND 000014256	60.61
169749		CLA-VAL	773098	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	2,389.85
			773099	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	1,682.01
			773916	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	1,858.99
169750		COACHELLA VALLEY HOMEBUYERS	000095287		001-0000-218.22-22	UB CR REFUND-FINALS 000021160	163.64
169751		CORE AND MAIN, LP	R643260		660-0000-131.00-00	PSI LIQUID GAUGE PO NUM 029094	44.06
169752		COUTS HEATING & COOLING, INC	SRVCE10547	029105	001-3200-412.30-21	A/C REPAIR POLICE DEPARTM	1,802.59
			SRVCE10554	029105	001-3200-412.30-21	A/C REPAIR ELECTRIC SUB S	377.95
169753		CREATIVE BUS SALES INC	5175642	029264	702-3800-480.38-52	#240 MIRROR HEAD	453.82
169754		CREDITRON CORPORATION	MIN0000954		761-3100-480.30-06	HARDWARE MAINTENANCE	192.60

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169754		CREDITRON CORPORATION	MN00000954		761-3100-480.30-17	SOFTWARE MAINTENANCE PC RESTORE	1,457.67
169755		D&C SOUND	D&CSC	029523	001-5400-446.41-86	SOUND SOUND JULY 4TH	750.00
169756		DANIELS TIRE SERVICE	230123510	029041	702-3800-480.30-05	SERVICE CALL & TIRES	214.09
			230123104	029041	702-3800-480.23-49	TIRE DISPOSAL	46.00
			230123701	029041	702-3800-480.38-52	TIRES	2,377.91
169757		DAVIS, TRACY & HENRY W	00002629		001-0000-218.22-22	UB CR REFUND-FINALS 000019848	85.02
169758		DIAMOND HILLS CHEVROLET BUICK GMC	43479	029071	702-3800-480.30-05	#14 CHECK ENGINE LIGHT	87.49
169759		DIRECTV	36257495011		001-2200-421.26-09	ACCT # 038204005 MAY 9,2019 - JUN 8,2019	28.24
			36374005113		001-2200-421.26-09	ACCT # 038204005 JUN 9,2019 - JUL 8,2019	45.92
169760		DOMINIC ROCHA BAND	100	029538	001-5400-446.41-86	MUSIC SVCS JULY 4TH	1,000.00
169761		DUNN, TERRY	1006 FY 2019		702-3800-480.25-01	TOOL REIMBURSEMENT- FY 19 PER IBEW GEN UNIT AGREEMT	1,500.00
169762		EBTEHADJ MALEK INV.	00009285		001-0000-218.22-22	UB CR REFUND-FINALS 000006246	155.90
169763		ENGINEERING RESOURCES OF SO CA	5261.8	029409	001-4000-442.33-53	PLAN CHECK & INSPECTION S	8,524.50
169764		ENTERPRISE FM TRUST	2228HW10		300-4900-431.32-06	CAPITALIZED COST REDCTION 19 FORD F-250XL	6,449.92
			FBN3714151		660-6300-471.32-06	WATER-LEASE PAYMENT 6/1/19-6/30/19	1,620.70
			FBN3714154		100-4900-431.32-06	STREETS-LEASE PAYMENT 6/1/19-6/30/19	777.24
			FBN3730191		001-4000-442.32-06	ENGINEERING-LEASE PAYMENT 6/1/19-6/30/19	806.39
					100-4900-431.32-06	STREETS-LEASE PAYMENT 6/1/19-6/30/19	583.63
					702-3800-480.32-06	FLEET MAINT-LEASE PAYMENT 6/1/19-6/30/19	1,367.27
169765		ESQUEDA, MARGARET	28425-12412 '19		675-7020-473.42-66	ENERGY STAR WINDOW REBATE 11 WINDOWS	415.00
169766		FAST LUBE & TUNE	62007	029146	702-3800-480.30-05	#230 PCV END ASSEMBLY	605.85
169767		FEDEX	6 576-73260	029080	001-2200-421.23-04	EXPRESS DELIVERY SERV	44.48
			6 853-59485	029080	001-2200-421.23-04	EXPRESS DELIVERY SVCS	142.04
169768		FLEET SERVICES INC	05P26767	029053	702-3800-480.38-52	MALE PLUG & FEMALE BODY	43.91
			05P26923	029053	702-3800-480.38-52	HUB CAP	39.75
			05P27242	029053	702-3800-480.38-52	VALVE REBUILD	102.64
			05P27462	029053	702-3800-480.38-52	FIRE EXTINGUISHER	30.71
169769		FREGOSO &, SUSANA	000095675		001-0000-218.22-22	UB CR REFUND-FINALS 000010648	23.25
169770		FRONTIER COMMUNICATIONS	2091884027JUN19		001-4500-412.26-05	209-188-4027 JUN 16 2019-JUL 15 2019	81.56
			2130197968JUN19		001-2200-421.26-05	213-019-7968 JUN 7 2019-JUL 6 2019	308.75
			2131817186JUN19		703-3700-480.30-17	213-181-7186 JUN 19 2019-JUL 18 2019	463.88
			9518491575JUN19		001-2200-421.26-05	951-849-1575 JUN 13 2019-JUL 12 2019	125.04
			9518497124JUN19		001-4500-412.26-05	951-849-7124 JUN 10, 2019-JUL 9, 2019	87.73
			9518497296JUN19		001-4500-412.26-05	951-849-7296 JUN 16 2019-JUL 15 2019	85.05
			9518498256JUN19		001-2200-421.26-05	951-849-8256 JUN 16 2019-JUL 15 2019	1,062.70
			9518499205JUN19		001-4500-412.26-05	951-849-9205 JUN 13, 2019-JUL 12, 2019	85.05
169771		FTOULIS, MIKE	SEP 18 - FEB 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FOR SEP18-FEB19	114.32
169772		GALVEZ, JESSENIA	00006453		001-0000-218.22-22	UB CR REFUND-FINALS 000052852	59.50
169773		GAS COMPANY, THE	032926840020JUN19		001-4000-461.26-06	789 N SAN GORGONIO AVE MAY 16 2019 - JUN 17 2019	27.74
			043927100013JUN19		001-3600-461.26-06	201 W GEORGE MAY 16 2019 - JUN 17 2019	18.78
			060076320063JUN19		001-2400-422.26-06	172 N MURRAY ST MAY 16,2019 - JUN 17,2019	132.37
			077026837513JUN19		001-2200-471.26-06	125 E RAMSEY ST MAY 16,2019 - JUN 17,2019	680.19
			077026837513MY19		001-2200-421.26-06	125 E RAMSEY ST APR 17,2019 - MAY 16,2019	859.42
			091424740073JUN19		001-4050-461.26-06	84 W WILSON ST MAY 16 2019 - JUN 17 2019	105.46
			126629930013JUN19		001-2400-422.26-06	3900 W WILSON ST GAS CHRGS 5/9/19-6/10/19	43.62
			161083443493JUN19		001-4010-461.26-06	749 N SAN GORGONIO AVE MAY 16 2019 - JUN 17 2019	3,844.71
169774		GRAINGER	9187668055	029057	610-5800-434.36-00	SAFETY VEST/GLOVES/TRASH	761.73
					690-9600-453.41-46	SAFETY VEST/GLOVES/TRASH	6,363.13
			9191478412	029057	690-9600-453.41-46	RECYCLING STATION	1,063.00
			9192822246	029057	690-9600-453.41-46	RECYCLING STATION B	1,063.00
169775		H & L CHARTER CO, INC	18976	029525	001-4060-446.42-06	CASINO TRIP FANTASY SPGS.	1,400.00
169776		HAZEN AND SAWYER	200062.001 08	029243	661-6300-471.90-78	PROJECT 2018-02W	1,327.55
					661-6300-471.95-08	PROJECT 2018-02W	4,614.91
169777		HEARON, TIMOTHY & KIMBERLY	000097097		001-0000-218.22-22	UB CR REFUND 000012458	79.63
169778		HOME DEPOT #8987	0021620	029093	660-6300-471.45-08	BUNGEE CORD, PUMP,GLOVES	201.05
169779		HYDROTEX	396242	029145	660-6300-471.35-08	ULTRA-KLEEN DRIP OIL	1,064.73
169780		IMAI &, MARY K	000094194		001-0000-218.22-22	UB CR REFUND-FINALS 000012742	29.22
169781		INLAND EMPIRE MEDIA GROUP, INC	INV46198	029535	001-1210-412.23-01	INLAND EMPIRE MAGAZINE AD	495.00

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169782		INLAND WATER WORKS SUPPLY CO.	S102270[illegible].001		660-6000-471.00-00	SADDLES,COUPLINGS,RINGS PO NUM 029097	423.07
			S102435[illegible].001	029526	660-6300-471.45-16	STAKE WHISKER BUNDLES	323.25
169783		INTERNATIONAL PAVING SVCS	000090089		001-0000-218.22-22	UB CR REFUND-FINALS 000051012	244.27
169784		IRON MOUNTAIN INFORMATION MGMT, LLC	[illegible]	029123	001-4500-412.53-11	REG STORAGE JUN 2019	349.00
169785		ITRON, INC.	[illegible]		701-3110-480.30-06	HARDWARE MAINTENANCE	2,953.47
					701-3110-480.30-17	SOFTWARE MAINTENANCE	3,625.87
169786		J G TUCKER & SON INC	13087	029481	670-7000-473.30-06	CYLINDER CALIFRATION GAS	442.48
					680-8000-454.45-16	CYLINDER CALIFRATION GAS	442.49
169787		L O LYNCH, INC	000065895		001-0000-218.22-22	UB CR REFUND-FINALS 000022782	242.34
169788		LATTIN, BILL	000097493		001-0000-218.22-22	UB CR REFUND-FINALS 000005596	119.87
169789		LEXISNEXIS RISK SOLUTIONS	[illegible]	029214	001-2200-421.30-17	MAY 2019 SUBSCRIPTION	103.00
169790		LITHOPASS PRINTING, FORMS,	4194	029378	001-2800-441.23-02	10 REG ENV FOR PLANNING	184.88
			4365	029403	001-3000-442.23-02	BUSINESS CARDS - KEVIN SI	53.88
			4391	029320	001-4000-461.23-02	FLYERS/POSTERS	76.77
			4392	029320	001-4000-461.23-02	SUMMER FLYERS/POSTER	88.89
			4460	029378	001-2800-441.23-02	BCARDS ADAM RUSH	53.88
169791		MENDOZA-PERRY, MINDY MARIE	000026207		001-0000-218.22-22	UB CR REFUND-FINALS 000039546	176.66
169792		MEYER-EVENSON, PATRICIA	MAY 18 - OCT 18		670-7000-356.38-01	MEDICAL LIFELINE REBATE MAY 2018 - OCT 2018	117.71
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE MAY 2018- OCT 2018	3.86
			NOV 17 - APR 18		670-7000-356.38-01	MEDICAL LIFELINE REBATE NOV 2017 - APR 2018	40.88
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE NOV 2017- APR 2018	1.69
169793		MONTENEGRO, LINDA	000094837		001-0000-218.22-22	UB CR REFUND-FINALS 000055258	76.65
169794		MORGAN, DEIDRA J	MAY 2019		001-4000-461.23-15	TOT TIME INSTRUCTION MAY 2019	122.50
169795		MUNICIPAL CODE CORPORATION	00426799	029048	001-1400-412.53-72	MUNICIPAL CODE UPDATE	3,951.86
169796		O'REILLY AUTO PARTS	2678-194991	029321	702-3800-480.38-52	BAT DISCN	13.32
			2678 196435	029321	702-3800-480.38-52	POWER BELT	21.92
169797		OAK VALLEY REALTY	000099335		001-0000-218.22-22	UB CR REFUND-FINALS 000023526	159.67
169798		OAKES, JOE A	MAY 2019		001-4000-461.23-15	ACRYLIC PAINTING CLASS MAY 2019	91.00
169799		OFFICE DEPOT	326530320001	029064	001-2200-421.36-00	12BXS OF COPY PAPER	426.56
			329786907001 A	029064	001-1700-412.36-00	T2300 PLOTTER CARTRIDGES	103.40
					001-1210-412.36-00	T2300 PLOTTER CARTRIDGES	103.41
					001-2060-446.36-00	T2300 PLOTTER CARTRIDGES	103.41
					701-1700-480.36-00	T2300 PLOTTER CARTRIDGES	103.40
			329786012001	029064	001-1200-412.36-00	T2300 PLOTTER CARTRIDGES	20.68
					001-1210-412.36-00	T2300 PLOTTER CARTRIDGES	20.69
					001-2060-446.36-00	T2300 PLOTTER CARTRIDGES	20.69
					701-3700-480.36-00	T2300 PLOTTER CARTRIDGES	20.66
169800		OGAZ, LUCY	DEC 18 - MAY 19		670-7000-356.38-01	MEDICAL LIFELINE REBATE DEC 2018 - MAY 2019	38.25
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE DEC 2018 -MAY 2019	1.26
169801		PACIFIC LIFT & EQUIPMENT CO	4866A	029425	702-3800-480.30-06	LIFT INSPECTIONS	1,800.00
169802		PARKHOUSE TIRE, INC.	2030171814	029040	702-3800-480.23-49	RECYCLING FEE	432.62
			2030175325	029040	702-3800-480.23-49	TIRES & RECYCLING FEE	7.00
					702-3800-480.38-52	TIRES & RECYCLING FEE	1,452.47
			2030175518	029040	702-3800-480.23-49	RECYCLING FEE	80.00
			2030175617	029040	702-3800-480.23-49	TIRES	7.00
					702-3800-480.38-52	TIRES	514.57
			2030176418	029040	702-3800-480.23-49	TIRES & RECYCLING FEE	10.50
					702-3800-480.38-52	TIRES & RECYCLING FEE	2,787.51
			2030176895	029040	702-3800-480.23-49	RECYCLING FEE	78.66
			2050066516	029040	702-3800-480.38-52	ROADSIDE SERVICE	296.52
			2050066650	029040	702-3800-480.38-52	TIRES	120.23
169803		PARTON, DIANNE ROSE & JAMES	000055289		001-0000-218.22-22	UB CR REFUND-FINALS 000007682	78.98
169804		PARTS AUTHORITY METRO, LLC	041-155243	029322	702-3800-480.36-00	BRAKE CLEANER	25.73
			041-155268	029322	702-3800-480.36-00	RETAIL PACK	5.56
169805		POLLACK, BEVERLY & STEVEN	000076259		001-0000-218.22-22	UB CR REFUND-FINALS 000016840	98.90
169806		PRESS-ENTERPRISE, THE	0011273184	029046	001-2200-421.23-01	PD LEGAL ADVERTISING	546.00
169807		PRICE, JAMES & ANNE	000064744		001-0000-218.22-22	UB CR REFUND-FINALS 000009368	18.60
169808		PRUDENTIAL OVERALL SUPPLY	2281560	029184	660-6300-471.25-02	UNIFORMS - WATER	57.10

City of Banning
Warrant List Detail June 2019

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
169808	[illegible]	PRUDENTIAL OVERALL SUPPLY	22813505	029184	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22813506	029184	001-4000-461.23-16	UNIFORMS, TOWELS, MAT	9.75
					610-5800-434.25-02	UNIFORMS, TOWELS, MAT	68.80
					610-5850-434.25-02	UNIFORMS, TOWELS, MAT	3.89
			22813526	029184	702-3800-480.25-02	FLEET UNIFORMS & TOWELS	30.02
			22817082	029184	660-6300-471.25-02	UNIFORMS - WATER	57.10
			22817084	029184	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22817103	029184	702-3800-480.25-02	FLEET UNIFORMS & TOWELS	30.02
			22817105	029184	100-4900-431.25-02	STREET UNIFORMS	14.50
			22817107	029184	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
169809	[illegible]	QUINN COMPANY	0907205	029091	660-6300-471.30-06	CATERPILLAR PARTS&REPAIRS	4,753.28
169810	[illegible]	RDO EQUIPMENT CO	P18793	029068	702-3800-480.38-52	#609 V-BELT SIDELIGHT	(24.79)
			P19114	029068	702-3800-480.38-52	CREDIT-#609 V-BELT & TENS	(265.96)
			W40608	029068	610-5800-434.30-06	ENGINE DIAGNOSTICS	4,314.58
169811	[illegible]	REAVIS CODE UTILITY SOLUTIONS, LLC	1007	029548	673-7000-473.95-32	ASTERI X3 SURVEY BUNDLE	25,500.00
169812	[illegible]	RECORD GAZETTE, THE	00162091	029044	670-7000-473.23-01	ORDINANCE 1534	73.00
			00165468	029044	001-2800-441.23-01	PHN DOLLAR GENERAL	149.65
			00165469	029044	001-2800-441.23-01	TTM NO 37365	259.15
			00165470	029044	001-2800-441.23-01	PHN GPA 18-2503	175.80
			00165471	029044	001-2800-441.23-01	PHN TR 37474 AD 165471	251.85
			00165472	029044	001-2800-441.23-01	PHN TR 37390 AD 37390	255.50
			00165487	029044	001-2800-441.23-01	PHN ZTA 19-97502 AD165487	219.00
			00165501	029044	001-2800-441.23-01	TTM 36710 AD 165501	171.55
			00165642	029044	001-2800-441.23-01	GPA 19-2501 AD 165642	146.00
			00166101	029044	001-2800-441.23-01	PHN TTM 37390 AD 166101	255.50
			00166103	029044	001-2800-441.23-01	PHN TTM 37474 AD166103	255.50
			00166112	029044	001-2800-441.23-01	PHN TTM 37365 AD 166112	262.80
169813	[illegible]	RECOVERY INNOVATIONS	0000089141		001-0000-218.22-22	UB CR REFUND-FINALS 000008240	217.71
169814	[illegible]	REDLANDS FORD	5356935	029255	702-3800-480.38-52	#240 PULLEY-AUX	659.60
169815	[illegible]	REEVES II, NILES IRWIN	0000022607		001-0000-218.22-22	UB CR REFUND-FINALS 000002614	5.64
169816	[illegible]	RELIABLE WORKPLACE SOLUTIONS	A851647	028519	001-2200-431.30-06	COPIES FOR ADMIN & CODE	60.15
			A851648	028519	001-3200-424.30-06	DB PRINTER COPIES	19.93
169817	[illegible]	RIOS, BERTA	AUG 18 - JAN 19		675-7020-475.42-36	ENERGY ASSISTANCE PROGRAM REBATE FOR AUG18-JAN19	94.91
169818	[illegible]	RISE ABOVE BOXING ACADEMY	1426-4314-REFUND		001-4000-431.25-02	GYM RENTAL REFUND EVENT CANCELLED	200.00
169819	[illegible]	RIV. CO. COMMUNITY HEALTH AGENCY	0403S2010		001-3200-412.41-04	99 E RAMSEY ST-CITY HALL ENVIRO HEALTH PERMIT	842.00
			0809S2012		001-3200-412.41-04	5261 W WILSON-F S WEST ENVIRO HEALTH PERMIT	842.00
			0905S2013		001-3200-412.41-04	3900 W WILSON-FIRE ADMN ENVIRO HEALTH PERMIT	842.00
169820	[illegible]	RIV. CO. FLOOD CONTROL & WATER	FCC0000017197		100-4900-431.23-37	FY 18/19 NPDES COST SHRNG WHITEWATER NPEDES PERMIT	17,771.42
169821	[illegible]	RIVERSIDE, COUNTY OF	MAY 2019		001-2200-421.18-06	MAY 2019 PARKING CITATION	1,012.50
169822	[illegible]	RON'S BEE SERVICE	1518	029052	660-6300-471.23-24	BEE REMOVAL - 3 ADDRESSES	300.00
169823	[illegible]	RUEHLE, TARA SHAWN M	MAY 2019		001-4000-461.23-15	BALLET CLASS INSTRUCTION MAY 2019	259.00
						YOGA CLASS INSTRUCTION MAY 2019	3.50
169824	[illegible]	RUSH, ADAM	MILEAGE 6/5/19		001-2800-441.25-05	MEETING W/SUP HEWITTS RIVERSIDE 6/05/2019	41.00
			REIMB 6/05/19		001-2800-441.42-50	DOWNTOWN COMM CLEAN UP SNACKS & DONUTS	21.05
169825	[illegible]	SGP DESIGN AND PRINT	11239	029329	001-2700-421.23-02	BUSINESS CARDS - MUNOZ, R	25.86
			11256	029329	001-2200-471.23-02	THANK YOU CARDS FOR CHIEF	168.53
			11265	029385	702-3800-480.38-52	CITY LOGO DECALS	290.93
			11283	029329	001-2200-421.23-02	REPRINT-BUSSINESS CARDS MUNOZ, R	25.86
169826	[illegible]	SCCI, INC DBA	171136	029276	660-6300-471.33-11	SAFETY MTG 6/13/19 SILICA	250.00
169827	[illegible]	SCHULZE, DOUG	BA0F2F2B0B4D		001-1200-412.23-05	2019 ICMA ANNUAL CONF OCT 20-23 NASHVILLE, TN	765.00
169828	[illegible]	SHRED-IT USA, LLC	8127486025	029197	001-4500-412.33-11	CITY HALL P/U 5/17,5/31,6	147.00
169829	[illegible]	SHREVE, CARINA & TIM	0000097511		001-0000-218.22-22	UB CR REFUND-FINALS 000023526	61.87
169830	[illegible]	SITEONE LANDSCAPE SUPPLY	89919217-001	029467	660-6300-471.45-16	ROUNDUP LIQUID HERBICIDE	140.08
169831	[illegible]	SMART & FINAL	026160	029045	001-4010-461.36-22	JULY 4TH SUPPLIES	95.89
169832	[illegible]	SMITH, LOIS E	MAY 2019		001-4000-461.23-15	GUITAR CLASS INSTRUCTION MAY 2019	42.00
169833	[illegible]	SO CAL WEST COAST ELECTRIC, INC	23930	029396	001-4010-461.23-14	MAT'L & LABOR 3 CIRCUITS	981.86
169834	[illegible]	SONSRAY MACHINERY LLC	P29096-02	029067	702-3800-480.38-52	CREDIT- ISOLATOR	(67.34)
			P29724-02	029067	702-3800-480.38-52	SENSOR & O-RING	119.21

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
169834		SONSRAY MACHINERY LLC	P29808-02	029067	702-3800-480.38-52	CREDIT- ARMREST KIT	(417.83)
			P29849-02	029067	702-3800-480.38-52	#619 WATER PUMP RADIATOR	345.13
			P30182-02	029067	702-3800-480.38-52	#825 GASKET, BELT	73.75
			P30183-02	029067	702-3800-480.38-52	#825 FILTERS, BALL JOINTS	404.49
			P30230-02	029067	702-3800-480.38-52	COVER FILTER	42.24
			P30234-02	029067	702-3800-480.38-52	CREDIT - BLOCK & FILTER	(126.11)
			P30239-02	029067	702-3800-480.38-52	#824 VALVE, AIR CLEANER,	229.74
			P30842-02	029067	702-3800-480.38-52	#824 SEAL, GEARS, BALL JO	2,980.99
			P30956-02	029067	702-3800-480.38-52	#824 TIE ROD & O-RING	467.97
			P30954-02	029067	702-3800-480.38-52	SEAL RING	30.97
			P31102-02	029067	702-3800-480.38-52	LIGHT ASY	176.50
169835		SOUTH COAST AIR QUALITY	3451613		001-4200-412.41-04	99 E RAMSEY ID#167602 AQMD FEE 7/18-6/19	132.98
			3451613		001-3200-412.41-04	5261 W WILSON ID#167606 AQMD FEE 7/18-6/19	132.98
			3461501		680-8000-454.41-04	3750 W WESTWARD ID#135182 ICE EM GEN-DIESEL	421.02
			3461001		680-8000-454.41-04	3750 W WESTWARD ID#135182 FLAT FEE LAST FY EMISSION	136.40
169836		SOUTHERN CALIFORNIA EDISON	2015215072JUN19		660-6300-471.26-04	WELL 9 7070 PLANT D-5 MAY 14 2019 - JUN 13 2019	11.28
			2015215098JUN19		660-6300-471.26-04	WELL 10 7071 PLANT E-5 MAY 14 2019 - JUN 13 2019	470.31
			2196233040JUN19		660-6300-471.26-04	DEL RITA BOOSTER STATION MAY 14 2019 - JUN 13 2019	41.51
169837		SOUTHERN CALIFORNIA GAS CO	092421004813MY19		702-3800-480.36-61	NATURAL GAS BILL MAY 1,2019 - JUN 1,2019	4,922.00
169838		ST DENIS, ANN	54217-51398/19		670-7010-474.27-60	2019 PV SOLAR EXCESS ELECTRIC OUTPUT 1475 KWH	130.24
169839		STAPLES BUSINESS ADVANTAGE	3410036121	029099	001-2800-441.36-00	OFFICE SUPPLIES	514.90
			3410036122	029099	001-2800-441.36-00	OFFICE SUPPLIES RUBBER BA	5.78
			3416036124	029099	001-2800-441.36-00	OFFICE SUPPLIES	32.30
			3416036125	029099	001-2800-441.36-00	OFFICE SUPPLIES	67.37
169840		STATEWIDE TOWING & RECOVERY, INC	150567	029143	702-3800-480.39-05	#200 BUS TOWING	425.00
			150578	029143	702-3800-480.40-05	#838 PICK UP TRUCK	125.00
169841		STERLING TALENT SOLUTIONS	2798941		001-1400-412.33-11	BACKGROUND SCREENING MAY 2019	93.49
169842		SUPERION	237737		761-3100-480.33-11	PROJECT MANAGEMENT NAVILINE UTILITY BILLING	160.00
			237646		761-3100-480.33-11	PROJECT MANAGEMENT NAVILINE UTILITY BILLING	320.00
			242636	029483	001-4500-412.23-06	LIVE PLAN TRAINING	5,500.00
					600-5100-435.23-06	LIVE PLAN TRAINING	50.00
					610-5800-434.23-06	LIVE PLAN TRAINING	900.00
					660-6300-471.23-06	LIVE PLAN TRAINING	1,000.00
					670-7000-471.23-06	LIVE PLAN TRAINING	1,800.00
					680-8000-454.23-06	LIVE PLAN TRAINING	500.00
					690-9600-453.23-06	LIVE PLAN TRAINING	50.00
					703-4700-480.23-06	LIVE PLAN TRAINING	200.00
169843		TAYLOR, JERRY & SHELLEY	000095837		001-0000-218.22-22	UB CR REFUND-FINALS 000011000	98.93
169844		TELEPACIFIC COMMUNICATIONS	117778171 0		001-2200-421.26-05	PD PHONE SERVICE JUN 16,2019 - JUL 15,2019	666.99
					001-4500-412.26-05	CENTRAL SERVICES PHONE SR JUN 16,2019 - JUL 15,2019	2,514.40
169845		THE SOCO GROUP, INC.	0679524-IN	029310	702-3800-480.36-14	VAL PREMBLUE GEOM-85	755.15
			0682827-00	029310	702-3800-480.36-14	VAL HYD AW 68-55GDR	447.58
			0685169-IN	029310	702-3800-480.36-14	CREDIT- DRUM RETURN	(50.36)
169846		THORNTON, MEL	JAN 19 - JUN 19		670-7000-356.38-01	MEDICAL LIFELINE REBATE JAN 2019 - JUN 2019	4.08
					675-7020-356.38-19	PUBLIC BENEFIT CHARGE REBATE JAN 2019 -JUN 2019	0.11
169847		TIME WARNER CABLE	PD 6/2019		001-2200-421.26-09	125 E RAMSEY ST JUN 1,2019 - JUN 30,2019	92.51
169848		TIME WARNER CABLE	0803112901060119		670-7000-473.26-09	176 E LINCOLN ST- ENTERPR JUN 1,2019 - JUN 30,2019	70.33
169849		TREJO, ALICE	95403-19574-19		675-7020-473.42-66	ENERY STAR WINDOWS REBATE 16 WINDOWS	864.00
169850		UNITED TRANSMISSION EXCHANGE	0177161	029379	702-3800-480.30-05	#233 TRANSMISSION	6,079.16
169851		UTILITY TREE SERVICE	6580-1119	028387	670-7000-473.23-17	TREE TRIMMING W/E 6/1/19	3,366.00
			66805219	028387	670-7000-473.23-17	TREE TRIMMING W/E 6/15/19	4,488.00
169852		VERIZON WIRELESS	9840970725		001-2200-421.26-05	PD ACCT # 570653806-00001 APR 27,2019 - MAY 26,2019	76.02
			9840970729		001-2200-421.26-05	CODE ENFORCEMENT IPADS APR 27,2019 - MAY 26,2019	76.02
169853		WALLACE, COLLEEN	6/20/19		001-1000-411.23-05	COMMUNITY ACTION PARTNSHP WRCOG GENERAL ASSEMBLY	68.67
169854		WALLIS-GRANDE &, MERCEDES N	000085067		001-0000-218.22-22	UB CR REFUND-FINALS 000052928	6.85
169855		WASTE MANAGEMENT OF THE	MAY 2019		690-9600-356.38-04	21% FRANCHISE FEE MAY 2019	(69,331.89)
					690-9600-453.23-10	REFUSE FOR MAY 2019	330,151.86
169856		WATERLINE TECHNOLOGIES, INC	5[illegible]76	029212	001-4010-461.30-12	NIPPLES, COUPLINGS, UNION	461.10

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
169857	[illegible]	WCT PRODUCTS, INC	W7018		660-6300-471.45-11	HEAVY DUTY LIDS	262.83
169858	[illegible]	WEBSTER, DENNIS	DEC 18 - MAY 19		670-7000-356.38-01	MEDICAL LIFELINE REBATE DEC 2018 - MAY 2019	24.14
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE DEC 2018 -MAY 2019	1.19
			NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	144.32
169859	[illegible]	WEST COAST SAND & GRAVEL, INC.	142155	029516	660-6300-471.45-17	RECYCLED CLASS 2 BASE	400.99
169860	[illegible]	YANG, SONG	000025981		001-0000-218.22-22	UB CR REFUND-FINALS 000053374	77.01
169861	[illegible]	ZASTROW, KIM	000097965		001-0000-218.22-22	UB CR REFUND-FINALS 000023020	42.24
9006453	[illegible]	CA. ST. PUBLIC EMPLOYEES	1000000156790816		001-1900-412.33-11	GASB 68 REPORT & CENSUS	2,250.00
9006454	[illegible]	WELLS FARGO BANK	PPE 06/02/19		001-0000-204.10-00	PAYROLL PPE 6/02/2019	344,368.63
9006455	[illegible]	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 06/02/19		001-0000-204.12-00	STATE INCOME TAX PPE 6/02/2019	21,023.38
9006456	[illegible]	INTERNAL REVENUE SERVICE	PPE 06/02/19		001-0000-204.11-00	FEDERAL INCOME TAX PPE 6/02/2019	56,789.90
					001-0000-204.13-00	FICA MEDICARE/FICA REGLR PPE 06/02/2019	84,010.50
9006457	[illegible]	TASC	PPE 06/02/19		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 6/02/2019 PD 6/07/19	3,964.39
					001-0000-204.80-05	DEPENDENT CONTRIBUTIONS PPE 6/02/2019 PD 6/07/19	652.16
					001-0000-204.80-15	INDIVIDUAL CONTRIBUTIONS PPE 6/02/2019 PD 6/07/19	465.57
9006458	[illegible]	WELLS FARGO BANK	PPE 06/02/19		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 6/02/2019 PD 6/07/19	400.00
9006459	[illegible]	CA. ST. PUBLIC EMPLOYEES	PPE 05/19/19		001-0000-204.20-00	RETIREMENT BENEFITS FOR PPE 05/19/2019	87,648.84
9006460	[illegible]	CA. ST. PUBLIC EMPLOYEES	MC 05/23/19		001-0000-204.20-00	RETIREMENT BENEFITS FOR MC 5/23/2019	153.42
9006461	[illegible]	CA. ST. PUBLIC EMPLOYEES	PPE 06/02/19		001-0000-204.20-00	RETIREMENT BENEFITS FOR PPE 6/02/2019 PD 6/07/19	87,983.20
9006462	[illegible]	CALPERS 457 PLAN - 450260	PPE 5/19/19		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 5/19/2019	29,301.04
						CAL PERS 457 LOAN PMTS PPE 5/19/2019	6,132.14
9006463	[illegible]	CALPERS 457 PLAN - 450260	MC 05/23/19		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION MC 05/23/2019	100.00
9006464	[illegible]	CALPERS 457 PLAN - 450260	PPE 6/02/19		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 06/02/2019	28,756.43
						CAL PERS 457 LOAN PMTS PPE 06/02/2019	5,994.19
9006465	[illegible]	WELLS FARGO BANK	PPE 6/16/2019		001-0000-204.10-00	PAYROLL PPE 6/16/2019 PD 6/21/19	431,878.59
9006466	[illegible]	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 6/16/19		001-0000-204.12-00	STATE INCOME TAX PPE 6/16/2019 PD 6/21/19	30,612.10
9006467	[illegible]	INTERNAL REVENUE SERVICE	PPE 6/16/19		001-0000-204.11-00	FEDERAL INCOME TAX PPE 6/16/2019 PD 6/21/19	81,272.28
					001-0000-204.13-00	FICA MEDICARE/FICA REGLAR PPE 6/16/2019 PD 6/21/19	108,985.62
9006468	[illegible]	TASC	PPE 6/16/19		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 6/16/2019 PD 6/21/19	3,970.45
					001-0000-204.80-05	DEPENDENT CONTRIBUTIONS PPE 6/16/2019 PD 6/21/19	652.32
					001-0000-204.80-15	INDIVIDUAL CONTRIBUTIONS PPE 6/16/2019 PD 6/21/19	465.57
9006469	[illegible]	WELLS FARGO CARD SERVICES INC	05 6378 BUDIY		001-0000-201.10-00	SALES TAX TRANSMITTER - 5/28/2019	(106.56)
					001-1000-411.16-07	DOMINO'S PIZZA - 6/11/19 CITY COUNCIL MEAL	46.69
						SMART & FINAL - 6/11/2019 WATER & SNACKS	119.85
						THE HAVEN - 5/28/2019 CITY COUNCIL MEALS	33.45
					001-1200-412.23-01	CONSTANT CONTACT -6/10/19 CITY MANAGER WEEKLY RPRT	20.00
					001-1200-412.23-05	PARKMOBILE PARKING - DOUG SCHULZE	7.35
					001-1200-412.36-07	CONSUELO'S HOMESTYLE-6/21 LUNCH MTNG - AIRPORT CLSR	89.56
					001-1900-412.23-46	WELLS FARGO CARD SRVICES OVER LIMIT FEE	39.00
					001-2060-446.89-56	RADIANT COMMUNICATIONS TRANSMITTER - 5/28/2019	1,609.73
					001-2800-441.36-00	SMART & FINAL - 6/04/2019 DOWNTOWN AD HOC	101.88
					663-6300-471.96-35	AMERICAN AIRLINES ART VELA - WASHINGTON DC	636.69
						EXPEDIA - 6/17/2019 ART VELA - WASHINGTON DC	1,057.47
					703-1700-480.30-17	DIGICERT SSL CERTIFICATE	995.00
					761-3100-480.23-06	SUPER SUBS+ - 6/06/2019 UTILITY BILLING LUNCH/TRN	138.09
9006470	[illegible]	WELLS FARGO BANK	PPE 6/16/19		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 6/16/19 PD 6/21/19	20,079.93
9006471	[illegible]	CA. ST. PUBLIC EMPLOYEES	PPE 6/16/19		001-0000-204.20-00	H MERAZ - RETIRMENT DATE ISSUE PPE 6/16/2019	(946.93)
						RETIREMENT BENEFITS PPE 6/16/2019	89,436.43
9006472	[illegible]	CALPERS 457 PLAN - 450260	PPE 6/16/19		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 6/16/2019	61,529.38
						CAL PERS 457 LOAN PMTS PPE 6/16/2019	6,367.32
Grand Total							4,492,357.60
						Less Voided / Reissued Checks from Prior Period	(29.22)
						Less Voided Checks Prior Period	
						Add Payroll Checks	12,257.03
						Total Remittance for Month	4,504,585.41

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Voided Checks

June 2019

Date	Check	Vendor #	Reason	Amount	Check	Vendor #	Amount
6/27/2019	166426	99001	Vendor lost check	$ 29.22	169780	99001	$ 29.22
TOTALS				**$ 29.22**			**$ 29.22**

Payroll

June 2019

Start	End	Date	Description		Check Total
11780	11798	6/7/2019	WARRANT REGISTER	$	3,814.51
11799	11818	6/21/2019	WARRANT REGISTER	$	8,442.52
			MANUAL CHECK		
TOTALS				**$**	**12,257.03**
	CHECKS USED	**39**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	UNITED STATES TREASURY		11780	125.50
	TRACY YOUNGBLOOD		11781	223.39
	FRANCHISE TAX BOARD		11782	200.00
	FRANCHISE TAX BOARD		11783	228.91
4000-461	GILCHRIST JR, SEAN E	2699	11784	55.08
4000-461	NELSON, AMANDA L	5564	11785	57.85
4000-461	OGLESBY, CODY L	6347	11786	22.03
4000-461	RODRIGUEZ, ALONZO J	7208	11787	33.05
4010-461	FLOYD, ANTHONY P	2394	11788	335.57
4010-461	FLOYD, JASON D	2396	11789	136.28
4010-461	IRVING, MADISON L	3598	11790	284.16
4010-461	LETULLE, PAULMICHAEL	4437	11791	23.20
4010-461	PHILLIPS, KRISTEN G	6557	11792	22.06
4010-461	REEVES, AUBREY N	6787	11793	110.19
4010-461	TRYON, MYKAELA C	8441	11794	703.85
4010-461	WILLIAM HILL, ANDREA C	9074	11795	29.00
	CALIF. STATE DISBURSEMENT UNIT		11796	319.03
5800-434	MCKETHAN, LUCENTHER	2488	11797	711.52
	CALIF. STATE DISBURSEMENT UNIT		11798	193.84
	Total Checks -		19	3,814.51

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	UNITED STATES TREASURY		11799	125.50
	TRACY YOUNGBLOOD		11800	223.39
	FRANCHISE TAX BOARD		11801	200.00
	RIVERSIDE COUNTY SHERIFF-CNTRL		11802	490.34
4000-461	GILCHRIST JR, SEAN E	2699	11803	275.45
4000-461	NELSON, AMANDA L	5564	11804	422.16
4000-461	OGLESBY, CODY L	6347	11805	419.29
4000-461	RODRIGUEZ, ALONZO J	7208	11806	499.08
4000-461	YGLESIAS, STEPHANIE	9272	11807	563.06
4010-461	FLOYD, ANTHONY P	2394	11808	677.02
4010-461	FLOYD, JASON D	2396	11809	471.53
4010-461	IRVING, MADISON L	3598	11810	675.64
4010-461	PHILLIPS, KRISTEN G	6557	11811	325.37
4010-461	REEVES, AUBREY N	6787	11812	730.72
4010-461	TRYON, MYKAELA C	8441	11813	1,150.65
4010-461	WILLIAM HILL, ANDREA C	9074	11814	11.60
	CALIF. STATE DISBURSEMENT UNIT		11815	319.03
5800-434	MCKETHAN, LUCENTHER	2488	11816	497.57
	STATE OF CALIFORNIA - FTB		11817	171.28
	CALIF. STATE DISBURSEMENT UNIT		11818	193.84
	Total Checks -		20	8,442.52

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director

MEETING DATE: August 27, 2019

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

RECOMMENDATION:

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

WARRANT SUMMARY:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	169862 - 170131	$ 2,183,317.86	
Voided / Reissue Check		$ 974.10	
Check Total			$ 2,182,343.76
Wires Total	1010		$ 1,512,045.09
ACH payments:	9006473 - 9006492		
Payroll Direct Deposit 7/5/2019		$ 460,477.58	
Payroll Direct Deposit 7/19/2019		$ 448,037.12	
Other Payments		$ 3,673,329.39	
ACH Total			$ 4,581,844.09
Payroll Checks:	11819 - 11858		
Payroll - Regular 7/5/2019		$ 7,735.04	
Payroll - Regular 7/19/2019		$ 9,413.96	
Payroll Check Total			$ 17,149.00
Total Warrants Issued for July 2019			$ 8,293,381.94

ATTACHMENTS:

- Fund List
- Warrant List July 2019
- Warrant List Detail July 2019
- Voided Check Log – July 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 July 2019

Warrant Number	Vendor Name	Warrant Amount
1010	RIVERSIDE PUBLIC UTILITIES	1,512,045.09
169862	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,181.63
169863	ICMA RETIREMENT TRUST 457	1,745.87
169864	NATIONWIDE RETIREMENT SOLUTIONS	6,341.50
169865	PARS	1,842.56
169866	ARROW STAFFING SERVICE	1,940.35
169867	ATWORK FRANCHISE, INC	1,073.87
169868	BANNING POLICE OFFICERS ASSOC	1,950.00
169869	BENHAR, DIANA T	863.80
169870	BLUE SHIELD OF CALIFORNIA	73,020.66
169871	CALIFORNIA LAW ENFORCE ASSN	588.00
169872	CAMPA, ERIC	3,806.24
169873	DIVISION OF THE STATE ARCHITECT	203.20
169874	DOBBINS, DEANN LOUISE	70.00
169875	FAUSTO, MARIA	87.57
169876	FRONTIER COMMUNICATIONS	1,176.61
169877	GAS COMPANY, THE	70.75
169878	HERNANDEZ, CARLA	192.15
169879	HUERTA JR., GILBERT	70.00
169880	I.B.E.W. LOCAL 47	7,983.44
169881	I.B.E.W. LOCAL 47 (PAC)	44.00
169882	KAISER FOUNDATION HEALTH	49,440.35
169883	LOS ANGELES COUNTY AUDITOR CONTR	675.00
169884	MANERI SIGN COMPANY INC.	974.10
169885	PETTY CASH CUSTODIAN - POLICE	10.99
169886	PETTY CASH CUSTODIAN-COMM SVCS	65.20
169887	PETTY CASH CUSTODIAN-SR CENTER	97.12
169888	PRE-PAID LEGAL SERVICES, INC	218.23
169889	PUBLIC ENTITY RISK MANAGEMENT	1,118,622.25
169890	RAFFEL, RICHARD & ELAINE	119.96
169891	RIVERSIDE UNIVERSITY HEALTH SYSTEM	800.00
169892	RUEHLE, TARA SHAWN M	63.00
169893	SAN BERNARDINO PUBLIC EMPLOYEES	1,246.48
169894	SMITH, LOIS E	42.00
169895	SUN LIFE FINANCIAL	20,715.19
169896	SUPERION	80.00
169897	U.S. BANK	3,327.50
169898	UNITED STATES POSTAL SERVICE	5,000.00
169899	URBAN FUTURES INCORPORATED	1,750.00
169900	WELLS FARGO CARD SERVICES INC	303.46
169901	WESTERN RIVERSIDE REGIONAL	33.39
169902	BANNING CHAMBER OF COMMERCE	5,000.00
169903	AILA, GREBELL	123.77
169904	ALLIANT INSURANCE SERVICES, INC	7,808.00
169905	ANIXTER, INC	4,396.20
169906	ATG AUTOMOTIVE TRAINING GROUP	418.00
169907	BANNING CHAMBER OF COMMERCE	75.00
169908	BANNING HIGH SCHOOL	140.00
169909	BENNETT, MICHAEL	2,025.00
169910	CALIFORNIA WATER ENVIRONMENT	651.00
169911	CALIFORNIA, STATE OF	245.00
169912	CCMF	400.00
169913	CHACON, ARTHUR	12.00
169914	CHASTAIN, CHRISTINE	3,364.99

City of Banning
Warrant List July 2019

Warrant Number	Vendor Name	Warrant Amount
169915	COLONIAL INSURANCE	19,696.09
169916	DESTEFANO JR, FRED	116.61
169917	DOBBINS, DEANN LOUISE	14.00
169918	EDGELL, ANNIE	140.59
169919	ENZ, BARBARA	149.90
169920	ERE INVESTMENT	221.05
169921	FERRELLGAS	519.34
169922	FISHER, ROBERT	621.00
169923	FRED PRYOR SEMINARS	128.00
169924	FRONTIER COMMUNICATIONS	110.23
169925	GAS COMPANY, THE	201.35
169926	GONZALEZ, TRISTAN D	41.11
169927	GOVERNMENTJOBS.COM, INC	8,230.95
169928	GRAVES & KING LLP	2,858.59
169929	HAAKER EQUIPMENT COMPANY	8,592.94
169930	HAWK, MARGARET	95.62
169931	HERNANDEZ, CARLA	157.50
169932	HOPKINS, VICKI	99.38
169933	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,222.84
169934	ICMA RETIREMENT TRUST 457	1,745.87
169935	JIMENEZ, LINDA	17.00
169936	JUNG &, JOHNNY JH	1,358.30
169937	KB PROPERTIES	140.63
169938	KUE, GER	82.67
169939	LIEBERT CASSIDY WHITMORE	5,624.00
169940	LIZARDI, GEMA D & JOSE SALAS	2.21
169941	LOFTIS, MILDRED	94.27
169942	MARTIN, VALERIA	300.00
169943	MOORE JR, PAUL	314.18
169944	MORENO, ANGELA	86.90
169945	MORENO, JOSE	142.67
169946	MORENO, JOSEPH	46.76
169947	NATIONWIDE RETIREMENT SOLUTIONS	6,341.66
169948	NOLASCO, PAMELA	7.00
169949	NOV PROCESS & FLOW TECH	8,811.79
169950	PARS	2,145.13
169951	PAYPRO ADMINISTRATORS	222.00
169952	RANCHO PASEO MEDICAL GROUP	1,075.00
169953	RECINOS, MINERVA	14.86
169954	RELIABLE WORKPLACE SOLUTIONS	579.20
169955	RIV. CO. CLERK RECORDER	8.00
169956	ROWELL, JOYCE	147.04
169957	SANDERS, LAMONTE R	213.12
169958	SAYESKI, CHRISTOPHER	5.47
169959	SENTRY ESCROW SERVICE INC	20.00
169960	SILVER & WRIGHT, LLP	2,481.00
169961	SKINNER, DEBORAH & ROY	116.82
169962	SOUTH COAST AIR QUALITY	1,752.31
169963	SOUTHERN CALIFORNIA EDISON	62.48
169964	SOUTHERN CALIFORNIA GAS CO	3,263.84
169965	SOUTHERN CALIFORNIA JOINT POLE	745.62
169966	SPIDAWEB LLC	1,730.00
169967	STONE, IDA	78.73
169968	SUEZ BANNING	62,182.00

City of Banning
Warrant List July 2019

Warrant Number	Vendor Name	Warrant Amount
169969	SUPERION	88,588.76
169970	SWH 2017-1 IH BORROWER LP	132.39
169971	THESIER, DEREK	992.00
169972	TIME WARNER CABLE	115.19
169973	TREMBLY, CHRIS	325.00
169974	VAKOC, BARBARA	22.87
169975	VELA, ARTURO	670.74
169976	VERIZON WIRELESS	501.39
169977	VULCAN MATERIALS	5,269.69
169978	WALLACE, COLLEEN	66.99
169979	WASTE MANAGEMENT OF THE	272,696.74
169980	WILLDAN FINANCIAL SERVICES	771.45
169981	ZARATE, OCTAVIO	135.75
169982	A-Z BUS SALES, INC. (COLTON)	29.01
169983	ACE	435.00
169984	ACOM SOLUTIONS, INC	3,494.00
169985	ADVANCE WORKPLACE STRATEGIES INC	907.00
169986	AIRWAVE COMMUNICATIONS ENTERPRISES	1,262.55
169987	AL'S KUBOTA TRACTOR	157.47
169988	ALBERT A. WEBB ASSOCIATES	2,758.50
169989	ALL STAR GLASS, INC.	909.41
169990	ALLEN REBUILT, INC	1,246.00
169991	ALTEC INDUSTRIES, INC.	361.25
169992	AMAZON CAPITAL SERVICES	364.59
169993	ANIXTER, INC	4,432.18
169994	ARROW STAFFING SERVICE	3,421.60
169995	ARROYO BACKGROUND INVESTIGATIONS	2,700.00
169996	AVILA, SOL	3,509.75
169997	AVILA, VINCENT	4,026.82
169998	BABCOCK LABORATORIES, INC	1,583.00
169999	BATTERY SYSTEMS, INC	205.81
170000	BEAUMONT DO IT BEST HOME CENTER	618.13
170001	BIO-TOX LABORATORIES	777.00
170002	BLAIS & ASSOCIATES, INC	997.50
170003	BROUSSEAU, JOHN A	31.90
170004	BURLINGTON SAFETY LABORATORY	2,194.50
170005	C A P E ACCOUNTING	50.00
170006	CA. ST. BOARD OF EQUAL. - FUEL	481.50
170007	CALDERON, SANDRA B	11.60
170008	CALIFORNIA ASSOCIATION OF CODE	95.00
170009	CALIFORNIA DEPT OF TAX AND FEE ADMN	8,128.61
170010	CALIFORNIA-NEVADA J.A.T.C.	1,250.00
170011	CALIFORNIA, STATE OF	1,326.00
170012	CALOLYMPIC GLOVE & SAFETY CO, INC	175.82
170013	CARAHSOFT TECHNOLOGY CORPORATION	2,842.39
170014	CDW GOVERNMENT, INC	8,563.13
170015	CHAPLIN, LINDA	115.87
170016	CHARLES ABBOTT ASSOCIATES, INC	52,253.65
170017	CHEMSEARCH	617.07
170018	CIVICPLUS	14,591.98
170019	CLA-VAL	30,136.35
170020	CONSOLIDATED ELECTRICAL	1,922.49
170021	COOPERATIVE PERSONNEL SVCS.	8,009.69
170022	CORELOGIC INFORMATION SOLUTIONS INC	66.68

City of Banning
Warrant List July 2019

Warrant Number	Vendor Name	Warrant Amount
170023	COUNSELING TEAM INTERNATIONAL, THE	700.00
170024	COUTS HEATING & COOLING, INC	4,775.00
170025	COZAD & FOX, INC	1,454.70
170026	CREATIVE BUS SALES INC	149.40
170027	D&M JOB INC.	43.10
170028	DIAMOND ENVIRONMENTAL SERVICES	300.80
170029	DIAMOND HILLS CHEVROLET BUICK GMC	264.92
170030	ELDER, SHELLY	54.57
170031	ELITE FIRE PROTECTION	291.72
170032	ESTRADA, BLANCA	219.34
170033	FACTORY MOTOR PARTS	151.40
170034	FAST LUBE & TUNE	555.59
170035	FEDEX	28.07
170036	FERGUSON, PRAET & SHERMAN	3,071.00
170037	FLEET SERVICES INC	37.00
170038	FOX OCCUPATIONAL MEDICAL CENTER	215.00
170039	FRONTIER COMMUNICATIONS	802.22
170040	FRONTIER COMMUNICATIONS	1,941.87
170041	FRONTIER COMMUNICATIONS	1,843.92
170042	FRONTIER COMMUNICATIONS	2,004.84
170043	FUN EXPRESS	632.83
170044	GAS COMPANY, THE	73.46
170045	HOANG &, MINH VAN	4.73
170046	HOME DEPOT #8987	699.14
170047	INLAND WATER WORKS SUPPLY CO.	3,419.45
170048	INNER-TITE CORP	1,159.39
170049	INNOVATIVE FEDERAL STRATEGIES	3,500.00
170050	JIMENEZ, LINDA	1,165.00
170051	JON'S FLAGS & POLES	566.59
170052	KUSTOM SIGNALS, INC	749.84
170053	LESLIE'S POOL SUPPLIES INC.	838.21
170054	LITHOPASS PRINTING, FORMS,	1,141.97
170055	LOZANO SMITH LLP	1,446.90
170056	LSA ASSOCIATES, INC	2,840.00
170057	MAILFINANCE, INC	524.47
170058	MANERI SIGN COMPANY INC.	975.92
170059	MCKETHAN, CYNTHIA	34.22
170060	MERCHANTS BUILDING MAINTENANCE, LLC	900.00
170061	MERLIN JOHNSON CONSTRUCTION, INC	216.00
170062	MICHAEL BAKER INTERNATIONAL, INC	2,860.00
170063	MONTROSE ENVIROMENTAL GROUP, INC	9,430.00
170064	MST BACKFLOW	531.84
170065	MUNICIPAL CODE CORPORATION	450.00
170066	MYERS & SONS HI-WAY SAFETY INC.	5,210.79
170067	NAPA AUTO PARTS	233.11
170068	NCEM, LLC	80.33
170069	O'REILLY AUTO PARTS	42.50
170070	OFFICE DEPOT	313.43
170071	ON TRAC	7.86
170072	ONE SOURCE DISTRIBUTORS	7,596.38
170073	ONLINE INFORMATION SERVICES	206.72
170074	P&P UNIFORMS	1,467.27
170075	PARDEE HOMES	618.45
170076	PARKING & PROPERTY ID	338.20

City of Banning
Warrant List July 2019

Warrant Number	Vendor Name	Warrant Amount
170077	PARTS AUTHORITY METRO, LLC	3,287.65
170078	PDQ.COM CORPORATION	900.00
170079	PLAYHOUSE BOWL ASSOCIATION, INC.	12,500.00
170080	PRESS-ENTERPRISE, THE	107.10
170081	PRUDENTIAL OVERALL SUPPLY	176.40
170082	PUBLIC ENTITY RISK MANAGEMENT	2,414.00
170083	PUMPING SOLUTIONS INC	1,336.44
170084	R.F. MACDONALD CO	4,378.31
170085	RANCHO PASEO MEDICAL GROUP	250.00
170086	RECORD GAZETTE, THE	102.20
170087	RED HAWK SERVICES	4,800.00
170088	RIV. CO. CLERK RECORDER	8.00
170089	RON'S BEE SERVICE	100.00
170090	ROW TRAFFIC SAFETY, INC	624.13
170091	SANDERS, ROBERT	162.16
170092	SERRANO, DIANA	12.00
170093	SERVICE SCAPE	11,708.00
170094	SHRED-IT USA, LLC	186.76
170095	SIEMENS INDUSTRY, INC	1,439.83
170096	SKILLS, INC	3,120.00
170097	SMART & FINAL	755.98
170098	SMITH, BRANDON	3,546.34
170099	SO CAL WEST COAST ELECTRIC, INC	157.50
170100	SOUTH COAST AIR QUALITY	4,820.95
170101	SOUTHERN CALIFORNIA EDISON	113.12
170102	STAPLES BUSINESS ADVANTAGE	2,272.59
170103	STATE WATER RESOURCES CONTROL	120.00
170104	STERLING TALENT SOLUTIONS	377.64
170105	STUART, DAMON	250.00
170106	SUPERION	420.89
170107	SWAINS ELECTRIC	3,282.26
170108	TA, HAI	126.27
170109	TANGENT COMPUTER	1,000.00
170110	TERMINIX COMMERCIAL	733.32
170111	TETRA TECH INC.	1,025.20
170112	THE GEORGE A STRAIN TRUST	222.20
170113	THESIER, DEREK	1,000.00
170114	TIME WARNER CABLE	866.59
170115	TIME WARNER CABLE	70.33
170116	TORRES, CESAR	279.85
170117	UNDERGROUND SERVICE ALERT	204.33
170118	UNITED SITE SERVICES OF CA, INC.	355.89
170119	USABLUEBOOK	559.88
170120	UTILITY TREE SERVICE	12,342.00
170121	VERIZON WIRELESS	3,931.24
170122	VULCAN MATERIALS	1,553.57
170123	WALLACE, COLLEEN	34.34
170124	WEST COAST SAND & GRAVEL, INC.	1,266.80
170125	WHENEVER COMMUNICATIONS, LLC	278.85
170126	WILDLIFE CONTROL SERVICE INC	795.00
170127	YOUNG, CARLA	45.90
170128	YOUNGBLOOD & ASSOCIATES	600.00
170129	YOUNGBLOOD, CHELSE	79.71
170130	ZENDEJAS, SARAH	50.00

City of Banning
Warrant List July 2019

Warrant Number	Vendor Name	Warrant Amount
170131	ZENNER PERFORMANCE METERS, INC	5,966.12
9006473	WELLS FARGO BANK	460,477.58
9006474	CA. ST. EMPLOYMENT DEV. DEPT.	27,467.59
9006475	INTERNAL REVENUE SERVICE	168,588.04
9006476	WELLS FARGO CARD SERVICES INC	4,258.58
9006477	WELLS FARGO CARD SERVICES INC	3,229.49
9006478	TASC	5,348.21
9006479	WELLS FARGO BANK	300.00
9006480	CALPERS 457 PLAN - 450260	35,506.79
9006481	CA. ST. PUBLIC EMPLOYEES	96,383.39
9006482	CA. ST. PUBLIC EMPLOYEES	946.94
9006483	WELLS FARGO BANK	448,037.12
9006484	CA. ST. EMPLOYMENT DEV. DEPT.	29,977.37
9006485	INTERNAL REVENUE SERVICE	175,915.42
9006486	TASC	5,529.19
9006487	CA. ST. PUBLIC EMPLOYEES	1,688,133.00
9006488	CA. ST. PUBLIC EMPLOYEES	1,319,225.00
9006489	CA. ST. PUBLIC EMPLOYEES	4,942.00
9006490	CA. ST. PUBLIC EMPLOYEES	1,647.00
9006491	WELLS FARGO BANK	300.00
9006492	CA. ST. PUBLIC EMPLOYEES	105,631.38
Grand Total		8,277,207.04

Less Voided / Reissued Checks from Prior Period	(974.10)
Less Voided Checks Prior Period	
Add Payroll Checks	17,149.00
Total Remittance for Month	8,293,381.94

City of Banning
Warrant List Detail July 2019

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1010	7/[illegible]/2019	RIVERSIDE PUBLIC UTILITIES	218		670-7000-331.20-01	INTEREST REV - JUN 2019 RECEIVED DURING PERIOD	(2,515.30)
					670-7000-456.38-10	ENERGY REVENUE - JUN 2019 RECEIVED DURING PERIOD	(8,164.21)
					670-7000-456.38-17	CRR REVENUE - JUN 2019 RECEIVED DURING PERIOD	(11,957.95)
					670-7000-456.38-20	TRANS REVENUE - JUN 2019 RECEIVED DURING PERIOD	(58,430.53)
					670-7010-473.27-09	S & D EXPENSE - JUN 2019 PAID DURING PERIOD	51,024.00
					670-7010-473.27-50	CAPACITY EXP - JUN 2019 PAID DURING PERIOD	760,205.38
					670-7010-473.27-60	ENERGY EXPENSE - JUN 2019 PAID DURING PERIOD	226,973.08
					670-7010-473.27-70	TRANS EXPENSE - JUN 2019 PAID DURING PERIOD	549,136.34
					670-7010-473.33-02	LEGAL EXPENSE - JUN 2019 PAID DURING PERIOD	5,774.28
169862	7/[illegible]/2019	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190705		001-0000-204.80-10	PAYROLL SUMMARY	2,181.63
169863	7/[illegible]/2019	ICMA RETIREMENT TRUST 457	20190705		001-0000-204.16-00	PAYROLL SUMMARY	1,745.87
169864	7/[illegible]/2019	NATIONWIDE RETIREMENT SOLUTIONS	20190705		001-0000-204.16-00	PAYROLL SUMMARY	6,341.50
169865	7/[illegible]/2019	PARS	20190705		001-0000-204.25-00	PAYROLL SUMMARY	1,842.56
169866	7/11/2019	ARROW STAFFING SERVICE	107782		761-3100-480.33-11	SANTANA, GRACE W/E 6/15 UTILITY BILLING	718.35
			107830		001-1900-412.23-27	CARROLL, GARY W/E 6/22 FINANCE DEPT	1,222.00
169867	7/11/2019	ATWORK FRANCHISE, INC	081691		761-3100-480.33-11	STEINER, CHANDRA W/E 6/23 UTILITY BILLING	1,073.87
169868	7/11/2019	BANNING POLICE OFFICERS ASSOC	JUNE 2019		001-0000-204.50-00	POLICE OFFICER ASSOC DUES FOR JUNE 2019	1,950.00
169869	7/11/2019	BENHAR, DIANA T	JUNE 2019		001-4000-461.23-15	AQUA ZUMBA CLASS INSTRCTR JUNE 2019	543.90
						ZUMBA CLASS INSTRUCTOR JUNE 2019	319.90
169870	7/11/2019	BLUE SHIELD OF CALIFORNIA	JULY 2019		001-0000-204.31-00	HEALTH INSURANCE PREMIUMS JULY 2019	73,020.66
169871	7/11/2019	CALIFORNIA LAW ENFORCE ASSN	JULY 2019		001-0000-204.80-13	POLICE LTD PREMIUMS JULY 2019	588.00
169872	7/11/2019	CAMPA, ERIC	PC LOAN 7/2019		001-0000-116.21-03	EMPLOYEE LOAN - BPOA UNIT 2 YEAR TERM	3,806.24
169873	7/11/2019	DIVISION OF THE STATE ARCHITECT	2019 QTR 4		001-0000-223.26-00	AB 1379 FEES - 2ND QTR APR 1,2019 - JUN 30,2019	203.20
169874	7/11/2019	DOBBINS, DEANN LOUISE	MAY 2019		001-4000-461.23-15	SPECIAL NEEDS INSTRUCTOR MAY 2019	70.00
169875	7/11/2019	FAUSTO, MARIA	000091795		001-0000-218.22-22	UB CR REFUND 000046166	87.57
169876	7/11/2019	FRONTIER COMMUNICATIONS	2090560495JUL19		001-4500-412.26-05	209-056-0495 JUN 28,2019 - JUL 27,2019	920.78
			9518493260JUL19		001-4500-412.26-05	951-849-3260 JUN 28,2019 - JUL 27,2019	255.83
169877	7/11/2019	GAS COMPANY, THE	156848151760JN19		001-4500-412.26-06	99 E RAMSEY ST MAY 16,2019 - JUN 17,2019	70.75
169878	7/11/2019	HERNANDEZ, CARLA	MAY 2019		001-4000-461.23-15	KARATE INSTRUCTOR MAY 2019	192.15
169879	7/11/2019	HUERTA JR., GILBERT	JUNE 2019		001-4000-461.23-15	SHAOLIN KUNG-FU CLASS INS JUNE 2019	70.00
169880	7/11/2019	I.B.E.W. LOCAL 47	JUNE 2019		001-0000-204.53-00	GEN/UTILITY UNION DUES JUNE 2019	7,983.44
169881	7/11/2019	I.B.E.W. LOCAL 47 (PAC)	JUNE 2019		001-0000-204.80-01	PAC DUES FOR JUNE 2019	44.00
169882	7/11/2019	KAISER FOUNDATION HEALTH	JULY 2019		001-0000-204.31-00	KAISER PREMIUM GROUP 101565-0002	44,309.97
						KAISER PREMIUM GROUP 101565-0006	5,130.38
169883	7/11/2019	LOS ANGELES COUNTY AUDITOR CONTR	19MED284		001-2200-421.33-31	GSR KITS ANALYZED CASE 18-482 REQ BY DB	675.00
169884	7/11/2019	MANERI SIGN COMPANY INC.	00005487		100-4900-431.89-54	STREET SIGNS PO 29254	974.10
169885	7/11/2019	PETTY CASH CUSTODIAN - POLICE	3343		001-2200-421.36-07	VINCE AVILA DONUT DELITE ARCOPPS	10.99
169886	7/11/2019	PETTY CASH CUSTODIAN-COMM SVCS	3406		001-4050-461.36-65	PARTY CITY CRAFT SUPPLIES & ACTIVITY	11.27
			3407		001-4050-461.36-65	ANA SANDOVAL -DOLLAR TREE BINGO SUPPLIES 6/06/2019	24.29
			3408		001-4050-461.36-65	ANA SANDOVAL -DOLLAR TREE BINGO SUPPLIES 6/14/2019	24.64
			3409		001-4050-461.36-00	AMANDA MORGAN -LITHOPASS 5 PAGE FAX/SCAN 5/30/19	5.00
169887	7/11/2019	PETTY CASH CUSTODIAN-SR CENTER	3363		001-4000-461.36-09	RITE-AID DAY CAMP SUPPLS 5/16/2019	6.20
			3364		690-9600-453.41-46	H MERAZ - AMAZON 5/14/19 LABELS FOR WE RUN EVENT	13.99
			3365		001-4020-461.36-09	DOLLAR TREE 5/30/2019 DAY CAMP SUPPLIES	18.64
			3366		001-4050-461.36-65	DOLLAR TREE 5/30/2019 BINGO PRIZES	24.67
			3367		690-9600-453.41-46	H MERAZ -DOLLAR TREE 5/17 SUPPLIES FUN RUN	8.62
			3368		001-4000-461.23-02	LITHOPASS 6/14/2019 5 PAGE FAX	5.00
			3369		001-4000-461.36-09	A HOLLIS - FOX CINEPLEX 6/27/19 STAFF ADMISSION	20.00
169888	7/11/2019	PRE-PAID LEGAL SERVICES, INC	JUNE 2019		001-0000-204.80-07	PREMIUMS FOR JUNE 2019	218.23
169889	7/11/2019	PUBLIC ENTITY RISK MANAGEMENT	CRIME 2019-20		700-5040-480.29-04	CRIME COVERAGE INSURANCE 2019 - 2020 PREMIUM	2,336.00
			ERMA 2019-20		700-5040-480.29-03	ERMA EMPLOYMENT PRACTICES 2019 - 2020 DEPOSIT PREM	155,132.00
			GEN LIA 1986-87		700-5040-480.29-03	GENERAL LIABILITY INS 1986-87 POLICY YR ASSESS	46,028.00
			GEN LIA 2019-20		700-5040-480.29-03	GENERAL LIABILITY INSURNC 2019 - 2020 DEPOSIT PREM	463,355.00
			PROPRTY 2019-20		700-5040-480.29-01	PROPERTY PROGRAM INSURNCE 2019 - 2020 PREMIUM	222,936.00
			W/C 2019-20/Q1		700-0000-101.12-00	WORKERS' COMP INSURANCE JULY 1,2019 - SEP 30,2019	168,097.75
					700-5020-480.29-08	WRKRS COMP INSRNCE POOL JULY 1,2019 - SEP 30,2019	60,737.50
169890	7/11/2019	RAFFEL, RICHARD & ELAINE	000093293		001-0000-218.22-22	UB CR REFUND 000005586	119.96
169891	7/11/2019	RIVERSIDE UNIVERSITY HEALTH SYSTEM	2003		001-2200-421.33-31	SEX ASSAULT EXAM MAY '19 CASE 19-1014 REQ BY DB	800.00

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
169892	[illegible]	RUEHLE, TARA SHAWN M	JUNE 2019		001-4000-461.23-15	BALLET CLASS INSTRUCTOR JUNE 2019	63.00
169893	[illegible]	SAN BERNARDINO PUBLIC EMPLOYEES	JUNE 2019		001-0000-204.51-00	SBPEA DUES FOR JUNE 2019	1,246.48
169894	[illegible]	SMITH, LOIS E	JUNE 2019		001-4000-461.23-15	GUITAR CLASS INSTRUCTOR JUNE 2019	42.00
169895	[illegible]	SUN LIFE FINANCIAL	JULY 2019		001-0000-204.14-00	LTD-STD INSURANCE PREMIUM JULY 2019	7,830.16
					001-0000-204.30-00	LIFE INSURANCE PREMIUMS JULY 2019	5,852.06
					001-0000-204.32-00	DENTAL INSURANCE PREMIUMS JULY 2019	7,032.97
169896	[illegible]	SUPERION	212476		761-3100-480.33-11	PROJECT MANAGEMENT 2 JUN 2 - JUN 8, 2019	80.00
169897	[illegible]	U.S. BANK	5407273		675-4900-431.65-08	ADMIN FEES - FAIR OAKS 06/01/2019 - 05/31/2020	3,327.50
169898	[illegible]	UNITED STATES POSTAL SERVICE	POSTAGE REFILL		001-4500-412.23-04	POSTAGE FOR METER	5,000.00
169899	[illegible]	URBAN FUTURES INCORPORATED	CD-2019-56		005-1210-412.33-11	TABS REF BONDS SER 2016 FISCAL YEAR END 6/30/18	1,750.00
169900	[illegible]	WELLS FARGO CARD SERVICES INC	MH 4780 JUN19		001-2200-421.23-04	FEDEX OFFICE	91.94
					001-2200-421.21-05	RPS RIVERSIDE METERS M HAMNER - PARKING FEE	5.00
					001-2200-421.23-46	WELLS FARGO CARD SRVCES FINANCE CHARGE	5.89
						WELLS FARGO CARD SRVCES LATE FEE	39.00
					001-2200-421.41-92	XENIA PACIFIC TABLECLOTHE - RECRUITMNT	161.63
169901	[illegible]	WESTERN RIVERSIDE REGIONAL	2271 W RAMSEY		001-0000-223.24-00	MSHCP RESIDENTIAL PERMIT # 18-693	33.39
169902	[illegible]	BANNING CHAMBER OF COMMERCE	6/1/2019		001-5400-446.41-39	SPONSORSHIP-QTRLY BILLING 2018/2019	5,000.00
169903	[illegible]	AILA, GREBELL	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	123.77
169904	[illegible]	ALLIANT INSURANCE SERVICES, INC	1112704		700-5040-480.29-05	AIRPORT LIABILITY INS PRE EFF 6/30/2019 - 6/30/2020	7,808.00
169905	[illegible]	ANIXTER, INC	4279679-00		670-0000-131.00-00	WIRE 1/0 TRIPLEX PO NUM 029177	4,396.20
169906	[illegible]	ATG AUTOMOTIVE TRAINING GROUP	151891		702-3800-480.23-06	HYBRID SYSTEMS DIAGNOSTIC TRAINING	418.00
169907	[illegible]	BANNING CHAMBER OF COMMERCE	1640		001-1060-411.23-05	WALLACE, COLLEEN 6/19/19 BANNING CC BREAKFAST	15.00
						WELCH, ART 6/19/19 BANNING CC BREAKFAST	15.00
					001-1200-412.23-05	SCHULZE, DOUG 6/19/19 BANNING CC BREAKFAST	15.00
					001-2200-421.23-05	HAMNER, MATT 6/19/19 BANNING CC BREAKFAST	15.00
					001-2800-441.23-05	RUSH, ADAM 6/19/19 BANNING CC BREAKFAST	15.00
169908	[illegible]	BANNING HIGH SCHOOL	700		001-2200-421.41-20	SCHOOL YEARBOOKS 18-19	140.00
169909	[illegible]	BENNETT, MICHAEL	TUITION 6/2019		001-1300-412.25-09	TUITION REIMBURSEMENT PER BPOA MOU	2,025.00
169910	[illegible]	CALIFORNIA WATER ENVIRONMENT	ID 0003374-8120		660-6300-471.23-03	ERNEST FLOYD - COLL MAINT GRADE 1 8/1/19-7/31/20	87.00
						ERNEST FLOYD - MEMBERSHIP CWEA DUES 4/1/19-3/31/20	188.00
			ID 0003520-5720		660-6300-471.23-03	SERGIO MADRIGAL - MBRSHP CWEA MBRSHP 9/19-8/20	188.00
			ID 0003520-3120		660-6300-471.23-03	CALEB NAASZ CWEA DUES 9/1/19-8/31/20	188.00
169911	[illegible]	CALIFORNIA, STATE OF	349991		001-1300-412.33-11	JUNE 2019 LIVE SCANS	245.00
169912	[illegible]	CCMF	CCMF 2019-2020		001-1200-412.23-03	DOUG SCHULZE CCMF MBRSHIP 2019-2020	400.00
169913	[illegible]	CHACON, ARTHUR	MEAL 7/03/19		001-2200-421.23-06	OC PEPPER SPRAY CLASS 7/03/2019 RIVERSIDE, CA	12.00
169914	[illegible]	CHASTAIN, CHRISTINE	BA1917		700-5040-480.40-02	FULL & FINAL SETTLEMENT LIABILITY CLAIM	3,364.99
169915	[illegible]	COLONIAL INSURANCE	3279614-0701250		001-0000-204.30-00	TERM LIFE PREMIUM JUNE 2019	2,222.32
					001-0000-204.80-02	CANCER PREMIUMS JUNE 2019	1,730.61
					001-0000-204.80-03	UNIVERSAL LIFE PREMIUMS JUNE 2019	3,016.05
					001-0000-204.80-09	ACCIDENT PREMIUMS JUNE 2019	3,204.18
					001-0000-204.80-11	SUPPLEMENTAL DISABILITY JUNE 2019	6,356.04
					001-0000-204.80-12	CRITICAL ILLNESS PREMIUMS JUNE 2019	1,529.90
					001-0000-204.80-16	HOSPITAL CONFINEMENT PREM JUNE 2019	1,636.99
169916	[illegible]	DESTEFANO JR, FRED	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	116.61
169917	[illegible]	DOBBINS, DEANN LOUISE	JUNE 2019		001-4000-461.23-15	SPECIAL NEEDS INSTRUCTOR JUNE 2019	14.00
169918	[illegible]	EDGELL, ANNIE	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019-JUN 2019	140.59
169919	[illegible]	ENZ, BARBARA	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	149.90
169920	[illegible]	ERE INVESTMENT	000093791		001-0000-218.22-22	UB CR REFUND-FINALS 000007304	221.05
169921	[illegible]	FERRELLGAS	1105833732	028717	660-6300-471.36-08	PROPANE	519.34
169922	[illegible]	FISHER, ROBERT	TUITION 6/21/19		001-1300-412.25-09	CRIMINAL JUSTICE POLICY (BCJ563) PER BPMA MOU	621.00
169923	[illegible]	FRED PRYOR SEMINARS	BARSTOW, C		660-6300-471.23-06	BARSTOW, CINDY REGISTRTN AUG 14-15, 2019	128.00
169924	[illegible]	FRONTIER COMMUNICATIONS	951849677 JUL19		001-2200-421.26-05	951-849-6777 JUL 1,2019 - JUL 31, 2019	110.23
169925	[illegible]	GAS COMPANY, THE	133023590007 JN19		600-5100-435.26-06	408 S HATHAWAY - AIRPORT 5/22/19 - 6/21/19	21.78
			19499362408 JN19		001-3600-461.26-06	176 E LINCOLN ST MAY 23, 2019-JUN 24,2019	22.45
					100-4900-411.26-06	176 E LINCOLN ST MAY 23, 2019-JUN 24,2019	22.45
					660-6300-471.26-06	176 E LINCOLN ST MAY 23, 2019-JUN 24,2019	44.89
					670-7000-473.26-06	176 E LINCOLN ST MAY 23, 2019-JUN 24,2019	44.89
					702-3800-480.26-06	176 E LINCOLN ST MAY 23, 2019-JUN 24,2019	44.89

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169926		GONZALEZ, TRISTAN D	000080973		001-0000-218.22-22	UB CR REFUND-FINALS 000055288	41.11
169927		GOVERNMENTJOBS.COM, INC	I0929447		001-1300-412.30-17	GOVERNMENTJOBS.COM SUB EFF 7/12/2019 - 7/11/2020	1,575.00
						INSIGHT ENTERPRISE EFF 7/12/2019 - 7/11/2020	6,655.95
169928		GRAVES & KING LLP	1905.0010135-02		700-5040-480.33-11	DEFENSE COSTS BA1823 SERVICES THRU 5/24/19	2,858.59
169929		HAAKER EQUIPMENT COMPANY	C62479	029444	680-8000-454.45-16	WATER SPRAY HAND GUN	199.60
			W54184	029059	702-3800-480.38-52	VACTOR TRUCK REPAIR	8,393.34
169930		HAWK, MARGARET	SEP 18 - FEB 19		670-7000-356.38-01	MEDICAL LIFELINE REBATE SEP 2018 - FEB 2019	92.97
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE SEP 2018 -FEB 2019	2.65
169931		HERNANDEZ, CARLA	JUNE 2019		001-4000-461.23-15	KARATE INSTRUCTOR JUNE 2019	157.50
169932		HOPKINS, VICKI	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	99.38
169933		IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190719		001-0000-204.80-10	PAYROLL SUMMARY	2,222.84
169934		ICMA RETIREMENT TRUST 457	20190719		001-0000-204.16-00	PAYROLL SUMMARY	1,745.87
169935		JIMENEZ, LINDA	MEAL 7/10/19		001-2200-421.23-06	LA CLEAR CLASS 7/10/2019 CITY OF COMMERCE	17.00
169936		JUNG &, JOHNNY JH	000063709		001-0000-218.22-22	UB CR REFUND-FINALS 000004246	1,358.30
169937		KB PROPERTIES	000099077		001-0000-218.22-22	UB CR REFUND-FINALS 000008202	140.63
169938		KUE, GER	005437987		001-0000-204.16-00	457 LOAN REFUND	82.67
169939		LIEBERT CASSIDY WHITMORE	1479196		700-5040-480.33-11	ERC MEMBERSHIP 7/19-6/20	5,624.00
169940		LIZARDI, GEMA D & JOSE SALAS	000095237		001-0000-218.22-22	UB CR REFUND-FINALS 000015432	2.21
169941		LOFTIS, MILDRED	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	94.27
169942		MARTIN, VALERIA	EYEWEAR 7/2019		001-1900-412.25-10	EYEWEAR REIMBURSEMENT PER GENERAL MOU	225.00
					761-3100-480.25-10	EYEWEAR REIMBURSEMENT PER GENERAL MOU	75.00
169943		MOORE JR, PAUL	000065359		001-0000-218.22-22	UB CR REFUND-FINALS 000007490	314.18
169944		MORENO, ANGELA	NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	86.90
169945		MORENO, JOSE	NOV 18 - APR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE NOV 2018 -APR 2019	142.67
169946		MORENO, JOSEPH	000095517		001-0000-218.22-22	UB CR REFUND-FINALS 000003350	46.76
169947		NATIONWIDE RETIREMENT SOLUTIONS	20190719		001-0000-204.16-00	PAYROLL SUMMARY	6,341.66
169948		NOLASCO, PAMELA	JUNE 2019		001-4000-461.23-15	YOGA INSTRUCTOR JUNE 2019	7.00
169949		NOV PROCESS & FLOW TECH	004903806	029416	680-8000-454.95-12	SLUDGE PUMP SERVICE/PARTS	8,811.79
169950		PARS	20190719		001-0000-204.25-00	PAYROLL SUMMARY	2,145.13
169951		PAYPRO ADMINISTRATORS	51600		001-1300-412.33-11	JUNE 2019 COBRA ADMIN	222.00
169952		RANCHO PASEO MEDICAL GROUP	05012019		001-1300-412.33-32	MAY 2019 PRE-EMPLOYMENT EXAMS	1,075.00
169953		RECINOS, MINERVA	000048551		001-0000-218.22-22	UB CR REFUND-FINALS 000005600	14.86
169954		RELIABLE WORKPLACE SOLUTIONS	AR74525	029565	610-5800-434.23-02	BW/COLOR COPIES/PRINTS	82.38
			AR75761	029565	610-5800-434.23-02	SVC, CONTRACT BW/COLOR	80.51
			AR76770	029565	610-5800-434.23-02	SVC.CONTRAC BW/COLOR	89.50
			AR77907	029565	610-5800-434.23-02	SVC. CONTRACT BW/COLOR	80.20
			AR79072	029565	610-5800-434.23-02	SVC. CONTRACT BW/COLOR	77.54
			AR80324	029565	610-5800-434.23-02	SVC.CONTRACT BW/COLOR	92.93
			AR81646	029565	610-5800-434.23-02	SVC. CONTRACT BW/COLOR	76.14
169955		RIV. CO. CLERK RECORDER	APN 541-043-010		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV VACANT LOT	8.00
169956		ROWELL, JOYCE	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	147.04
169957		SANDERS, LAMONTE R	000049343		001-0000-218.22-22	UB CR REFUND-FINALS 000012018	213.12
169958		SAYESKI, CHRISTOPHER	005437987-1		001-0000-204.16-00	457 LOAN REFUND	5.47
169959		SENTRY ESCROW SERVICE INC	ESC DEP 7/18/19		674-7000-473.96-33	APN 534-152-025 ESCROW PER RESO 2019-86	20.00
169960		SILVER & WRIGHT, LLP	25698		700-5300-480.33-04	LEGAL SERVICES MAY 2019	2,481.00
169961		SKINNER, DEBORAH & ROY	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	116.82
169962		SOUTH COAST AIR QUALITY	3447548		680-8000-454.41-04	3750 W WESTWARD AVE AQMD FEE- JUL 18 - JUN 19	139.63
			3482598		702-3800-480.41-04	176 E LINCOLN AV-AQMD FEE EM ELEC GEN DIESEL	918.86
			3482600		600-5100-435.41-04	200 S HATHAWAY-AQMD FEE AVGAS STORAGE & DISPENSE	421.02
			3483693		702-3800-480.41-04	176 E LINCOLN AVE AQMD FEE- JUL 18 - JUN 19	136.40
			3483697		600-5100-435.41-04	200 S HATHAWAY - AQMD FEE JUL 2018 - JUN 2019	136.40
169963		SOUTHERN CALIFORNIA EDISON	201195881GJUL19		670-7000-473.26-04	HIGH LAND HOME RD/S/O 6/1/19 - 7/1/19	62.48
169964		SOUTHERN CALIFORNIA GAS CO	092121104811JN19		702-3800-480.36-61	NATURAL GAS BILL JUNE 1, 2019-JULY 1, 2019	3,263.84
169965		SOUTHERN CALIFORNIA JOINT POLE	20418		670-7000-473.22-11	JUNE 2018 MONTHLY DUES	745.62
169966		SPIDAWEB LLC	247		670-7000-473.89-49	DESIGN SOFTWARE RENEWAL SUBSCRIPT 7/1/19-6/30/20	1,730.00
169967		STONE, IDA	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	78.73
169968		SUEZ BANNING	201937112	029272	680-8000-454.24-38	MONTHLY O&M FEE - JUNE	62,182.00
169969		SUPERION	236386		001-1300-412.30-17	SUPERION YEARLY MAINT RENEWAL 7/01/19 - 6/30/20	5,626.87

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169969		SUPERION	240485		001-1900-412.30-17	SUPERION YEARLY MAINT RENEWAL 7/01/19 - 6/30/20	18,181.47
					001-1910-412.30-17	SUPERION YEARLY MAINT RENEWAL 7/01/19 - 6/30/20	9,832.80
					001-2700-442.30-17	SUPERION YEARLY MAINT RENEWAL 7/01/19 - 6/30/20	11,843.41
					001-2800-441.30-17	SUPERION YEARLY MAINT RENEWAL 7/01/19 - 6/30/20	5,726.33
					670-7000-473.30-17	SUPERION YEARLY MAINT RENEWAL 7/01/19 - 6/30/20	6,614.41
					761-3100-480.30-17	SUPERION YEARLY MAINT RENEWAL 7/01/19 - 6/30/20	30,763.47
169970		SWH 2017-1 IH BORROWER LP	000098263		001-0000-218.22-22	UB CR REFUND-FINALS 000007514	132.39
169971		THESIER, DEREK	MEAL 7/10/19		001-2200-421.23-06	LA CLEAR CLASS 7/10/2019 CITY OF COMMERCE	17.00
			TUITION 6/2019		001-1300-412.25-09	HOMELAND SECURITY/THEORY PER BPOA MOU	975.00
169972		TIME WARNER CABLE	CITYHALL 7/2019		001-2060-446.26-09	99 E RAMSEY ST 6/25/19 - 7/24/19	115.19
169973		TREMBLY, CHRIS	EYEWEAR 6/19		660-6300-471.25-10	EYEWEAR REIMBURSEMENT UTILITY UNIT MOU	220.00
			TUITION 6/19		001-1300-412.25-09	REIMB EXAM FEE MAY 18,2019 ONTARIO	50.00
						WATER TREATMENT CERT FEE GRADE 1	55.00
169974		VAKOC, BARBARA	000079754		001-0000-218.22-22	UB CR REFUND-FINALS 000053636	22.87
169975		VELA, ARTURO	TRAVEL 7/2019		663-6300-471.96-35	TRAVEL REIMBURSEMENT WASHINGTON, DC 6/30-7/06	670.74
169976		VERIZON WIRELESS	9832808753		670-7000-473.26-05	ACCT # 972157141-00001 MAY 24,2019 - JUN 23,2019	14.04
			9832919243		670-7000-473.26-05	ACCT #271004536-00001 MAY 27,2019 - JUN 26,2019	19.25
			9832927598		670-7000-473.26-05	ACCT #371004536-00001 MAY 27,2019 - JUN 26,2019	19.16
			9832961432		670-7000-473.26-05	ACCT# 771004535-00001 MAY 27,2019 - JUN 26,2019	432.89
			9832969803		670-7000-473.26-05	ACCT #871004535-00001 MAY 27,2019 - JUN 26,2019	16.05
169977		VULCAN MATERIALS	240432	029562	660-6300-471.45-17	FINANCE CHARGE-COLD MIX	124.59
			240845	029562	660-6300-471.45-17	FINANCE CHARGE	54.59
			253801	029562	660-6300-471.45-17	FINANCE CHARGE	52.82
			72071116	029562	660-6300-471.45-17	COLD MIX ASPHALT	1,574.88
			72137543	029562	660-6300-471.45-17	COLD MIX ASPHALT	1,995.58
			72223401	029562	660-6300-471.45-17	COLD MIX ASPHALT	1,467.23
169978		WALLACE, COLLEEN	MILEAGE 7/8/19		001-1000-411.23-05	COMMUNITY ACTION PARTSHIP RIVERSIDE JULY 8,2019	17.17
						LOCC - TEMECULA, CA JULY 8,2019	49.82
169979		WASTE MANAGEMENT OF THE	JUNE 2019		690-9600-356.38-95	21% FRANCHISE FEES JUNE 2019	(72,489.01)
					690-9600-453.23-10	REFUSE FOR MONTH OF JUNE 2019	345,185.75
169980		WILLDAN FINANCIAL SERVICES	010-31087		375-4900-431.33-19	FAIR OAKS RANCH AD#2004-1 JULY 2019 - SEP 2019	771.45
169981		ZARATE, OCTAVIO	000099373		001-0000-218.22-22	UB CR REFUND-FINALS 000046166	135.75
169982		A-Z BUS SALES, INC. (COLTON)	01P681262	029680	702-3800-480.38-52	SPRING TORSION	29.01
169983		ACE	141179	029715	702-3800-480.38-52	ALTERNATOR REBUILD	435.00
169984		ACOM SOLUTIONS, INC	0201747 IN		001-1900-412.33-11	SOFTWARE RENEWAL 09/01/2019 - 08/31/2020	3,494.00
169985		ADVANCE WORKPLACE STRATEGIES INC	403506	029108	001-1300-412.33-32	JUNE DRUG TESTING CHRGS	67.00
			404937	029732	001-1300-412.33-32	DOT MTR CARR MEMBERSHIP	840.00
169986		AIRWAVE COMMUNICATIONS ENTERPRISES	6867	028397	001-2200-421.30-08	PD COMM SYSTEM	1,262.55
169987		AL'S KUBOTA TRACTOR	148836	029082	100-4900-431.30-06	MAINTENANCE TUNE UP	157.47
169988		ALBERT A. WEBB ASSOCIATES	192566	028227	451-3600-461.90-69	LIONS PARK ENVIRONMENTAL	1,700.00
			192584	029025	100-4900-431.93-21	PROJECT # ST18G1	1,058.50
169989		ALL STAR GLASS, INC.	IC1024374	029147	702-3800-480.30-05	WINDSHIELD REPAIR	290.20
			IC1024375	029147	702-3800-480.30-05	#242 DRIVERS SIDE WINDOW	256.68
			IC1024811	029147	702-3800-480.30-05	#23 BACK WINDOW	362.53
169990		ALLEN REBUILT, INC	5364	029162	702-3800-480.30-05	#824 TILT CYLINDERS	1,246.00
169991		ALTEC INDUSTRIES, INC.	5040887	029056	702-3800-480.30-05	#623 UNIT INOPERABLE	361.25
169992		AMAZON CAPITAL SERVICES	1111-134M-GXF7		001-0000-201.10-00	SALES TAX	(1.46)
				029100	670-7000-473.36-00	WALL CLOCKS/FRAMES	46.05
			1NMF-GGQ4-FFJD		001-0000-201.10-00	SALES TAX	(24.80)
				029563	001-2200-421.36-00	TONER FOR RECORDS	344.80
169993		ANIXTER, INC	4201547-01	029441	670-7000-473.45-16	GROUND SET KIT	4,432.18
169994		ARROW STAFFING SERVICE	107921		001-1900-412.23-27	CARROLL, GARY W/E 6/29 FINANCE	1,222.00
			107979		001-1900-412.23-27	CARROLL, GARY W/E 7/06 FINANCE DEPT	977.60
			108036		001-1900-412.23-27	CARROLL, GARY W/E 7/13 FINANCE DEPT	1,222.00
169995		ARROYO BACKGROUND INVESTIGATIONS	2006	029619	001-1300-412.33.11	PD BACKGROUND CHECKS	2,700.00
169996		AVILA, SOL	PC LOAN 7/2019		001-0000-416.21-02	EMPLOYEE COMPUTER LOAN GENERAL UNIT MOU	3,509.75
169997		AVILA, VINCENT	PC LOAN 7/2019		001-0000-416.21-03	EMPLOYEE COMPUTER LOAN BPMA UNIT MOU	4,026.82
169998		BABCOCK LABORATORIES, INC	IR91004-0010	029259	680-8000-454.21-32	EQUIPMENT MAINT & REPAIR	305.00

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169998		BABCOCK LABORATORIES, INC	BF91178-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BF91202-0030	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
			BF91205-0030	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			BF91377-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	45.00
			BF91378-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	90.00
			BF91844-0030	029259	660-6300-471.23-32	COLIFORMS P/A BYMMO/MUG	165.00
			BF91885-0030	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	36.00
			BF91887-0030	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			BF92409-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BF92442-0030	029259	660-6300-471.23-32	GENERAL PHYISCAL ANALYSIS	54.00
			BF92441-0030	029259	680-8000-454.23-32	TOTAL DISSOLVED SOLIDS	20.00
			BG90086-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BG90087-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	165.00
			BG90088-0030	029259	660-6300-471.23-32	COLIFORMS P/A BY MMO/MUG	60.00
			BG90305-0030	029259	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	54.00
169999		BATTERY SYSTEMS, INC	4898333	029144	702-3800-480.38-52	FLEET BATTERIES	205.81
170000		BEAUMONT DO IT BEST HOME CENTER	473139	029051	100-4900-431.36-00	5/8" COUPLING	4.91
			473308	029051	100-4900-431.36-00	POWER BITS	10.76
			473377	029051	100-4900-431.36-00	DECK SCREWS	31.24
			473500	029051	702-3800-480.36-00	HAND SOAP	21.53
			473535	029051	702-3800-480.38-52	TRIMMER LINE	10.75
			473545	029051	702-3800-480.38-52	MOTOR PULLEY	16.69
			473591	029051	100-4900-431.36-00	SHOP TOWELS, CLEANING SUP	36.37
			474174	029051	100-4900-431.36-00	PVC COUPLING	1.27
			474018	029051	001-3200-412.36-00	STATION 89 M6 FILTER	9.68
			474076	029051	100-4900-431.36-00	PIPE & VALVE BOX	50.07
			474174	029051	001-3200-412.30-02	FLEET DEP. BOX, STRAP, &	15.88
			474388	029597	001-3600-461.30-16	1/2 BRASS CAP	3.54
			474412	029588	001-3600-461.36-00	TAPE, CLNR.,TIES,EXT CORD	120.08
			474649	029597	001-3600-461.36-00	BATTERY, KEY, KEY RING	15.80
			474806	029588	001-4000-461.30-02	CLEANING SUPPLIES	92.28
			475062	029597	001-3600-461.36-00	PEST CTRL. & ORANGE FLAGS	24.76
					001-4000-461.36-00	PEST CTRL. & ORANGE FLAGS	11.84
			475080	029588	001-4000-461.30-02	FILTER	12.48
			475119	029597	001-3600-461.30-16	WIRE MARKER	15.07
			475139	029588	001-4000-461.36-00	7' FBGL STEPLADDER	113.13
170001		BIO-TOX LABORATORIES	37994	029216	001-2200-421.33-31	BLOOD ANALYSIS	265.00
			37995	029216	001-2200-421.33-31	BLOOD ANALYSIS	43.50
			38092	029216	001-2200-421.33-31	BLOOD ANALYSIS	43.50
			38134	029216	001-2200-421.33-31	BLOOD ANALYSIS	425.00
170002		BLAIS & ASSOCIATES, INC	06-2019-BN1	029460	100-4900-431.35-11	CARL MOYER MEMORIAL GRANT	997.50
170003		BROUSSEAU, JOHN A	000083995		001-0000-218.22-22	UB CR REFUND-FINALS 000011630	31.90
170004		BURLINGTON SAFETY LABORATORY	62790	029149	670-7000-473.45-16	TEST BLANKETS & GLOVES	2,194.50
170005		C A P E ACCOUNTING	07826		001-2200-421.23-04	CUNNING, ALISON / RENEWAL	50.00
170006		CA. ST. BOARD OF EQUAL. - FUEL	2019 QTR 2		702-3800-480.41-04	UNDERGROUND STORAGE TANK FEE - APR 2019 - JUN 2019	481.50
170007		CALDERON, SANDRA B	MILEAGE 7/10/19		001-2800-441.25-05	REGULAR PC MEETING 71019 DELIVER AGENDA PACKETS	11.60
170008		CALIFORNIA ASSOCIATION OF CODE	300010369		001-2740-442.23-05	SERRANO, DIANA / MBRSHP CALENDAR YEAR 2019	95.00
170009		CALIFORNIA DEPT OF TAX AND FEE ADMN	2019 QTR 2		670-7010-473.27-08	QUARTERLY ENERGY TAXES APRIL 2019 - JUNE 2019	8,128.61
170010		CALIFORNIA-NEVADA J.A.T.C.	2142		670-7000-473.23-06	JUAN PICABEA TUITION APR - JUN 2019, 3RD YEAR	1,250.00
170011		CALIFORNIA, STATE OF	372341	029112	001-2200-421.33-94	APRIL LIVESCANS	1,116.00
			375997	029151	001-2200-421.33-31	CHP BLOOD ALCOHOL ANA	140.00
			376046	029151	001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS	70.00
170012		CALOLYMPIC GLOVE & SAFETY CO, INC	578407-1	029479	660-6300-471.45-16	SAFETY VEST	87.91
					670-7000-473.25-02	SAFETY VEST	87.91
170013		CARAHSOFT TECHNOLOGY CORPORATION	IN660000	029540	001-1910-412.23-03	DOCUSIGN FOR PURCHASING	2,842.39
170014		CDW GOVERNMENT, INC	RLJ0314	029175	761-3100-480.89-48	PLANTONICS HEADSET	257.35
			RXQ0500	029564	148-2200-421.90-48	SURFACE TABLETS	968.33
			SBH8171	029564	148-2200-421.90-48	SURFACE TABLETS	2,149.70

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170014		CDW GOVERNMENT, INC	[illegible]	029564	148-2200-421.90-48	SERVICE ADAPTER BY IT	117.82
			[illegible]	029564	148-2200-421.90-48	APPLE IPADS FOR CODE	730.46
			[illegible]	029564	148-2200-421.90-48	CASES FOR CODE IPADS	89.20
			[illegible]	029564	148-2200-421.90-48	HARD DRIVE READER	109.81
			[illegible]	029564	148-2200-421.90-48	(7) SURFACE PRO'S COVERS	1,068.95
			[illegible]	029564	148-2200-421.90-48	IT DEPT MEMORY MODULES	924.64
			[illegible]	029175	001-1910-412.89-48	SCANNER FOR PURCHASING	769.09
			[illegible]	029618	670-7000-473.89-48	LAPTOP	1,377.78
170015		CHAPLIN, LINDA	000097389		001-0000-218.22-22	UB CR REFUND-FINALS 000050620	115.87
170016		CHARLES ABBOTT ASSOCIATES, INC	[illegible]	028718	001-2700-442.33-11	B & S SERVICES MAY 2019	10,155.45
			[illegible]	028250	001-4000-442.33-53	CONSULTING SERVICE	2,813.25
			[illegible]	028718	001-2700-442.33-11	B & S SERVICES JUNE 2019	39,284.95
170017		CHEMSEARCH	[illegible]	029487	100-4900-431.38-54	CHEMSTRIP AEROSOL	573.77
			[illegible]	029487	100-4900-431.38-54	SAFETY GLASSES	43.30
170018		CIVICPLUS	[illegible]	029743	703-3700-480.30-17	CITY WEBSITE	14,591.98
170019		CLA-VAL	[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	1,287.55
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	2,413.27
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	528.43
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	3,029.47
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	1,611.50
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	4,923.28
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	634.46
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	671.52
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	932.75
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	2,215.40
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	1,270.65
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	596.53
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	1,026.68
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR & PARTS	3,342.51
			[illegible]	028914	661-6300-471.95-09	VALVE REPAIR AND PARTS	5,652.35
170020		CONSOLIDATED ELECTRICAL	0954-471001	029085	001-3200-412.30-02	12 AWG PSH-IN & 4 LAMP FO	537.69
			0954-472010	029085	001-3200-412.30-02	DU RNG N-CNT VOLT TSTR	257.23
			0954-472116	029085	001-3200-412.30-02	32W LAMP	1,127.57
170021		COOPERATIVE PERSONNEL SVCS.	INV[illegible]		001-1300-412.41-16	ADMINISTRATIVE SRVCS DIR PROJECT L4653	7,194.06
			INV[illegible]		001-1300-412.41-16	PARKS & REC DIRECTOR PROJECT L4672	815.63
170022		CORELOGIC INFORMATION SOLUTIONS INC	81968758	029225	001-3000-442.30-17	ENGINEERING METROSCAN	66.68
170023		COUNSELING TEAM INTERNATIONAL, THE	72781		700-5040-480.23-07	JUNE 2019 EMPLOYEE SUPPRT	700.00
170024		COUTS HEATING & COOLING, INC	SRVCE08691	029105	001-3200-412.30-21	A/C REPAIR CITY YARD	295.00
			SRVCE08741	029105	001-3200-412.30-21	A/C REPAIR BANNING PD	1,425.00
			SRVCE10465	029105	001-3200-412.30-21	A/C REPAIR BANNING PD	545.00
			SRVCE10564	029105	001-3200-412.30-21	A/C REPAIR BANNING PD	535.00
			SRVCE10614	029105	001-3200-412.30-21	A/C REPAIR BANNING PD	1,975.00
170025		COZAD & FOX, INC	17301	029463	840-9500-490.90-07	DEMO & PARKING LOT IMPROV	1,454.70
170026		CREATIVE BUS SALES INC	5176859	029625	702-3800-480.38-52	BUS PARTS 243	149.40
170027		D&M JOB INC.	4461	029686	670-7000-473.23-02	BUSINESS CARDS	43.10
170028		DIAMOND ENVIRONMENTAL SERVICES	0002093497	029478	001-5400-446.41-86	CLASSIC RESTROOM-SANITIZE	300.80
170029		DIAMOND HILLS CHEVROLET BUICK GMC	652683	029071	702-3800-480.30-05	PAD KIT	132.46
			653059	029698	702-3800-480.38-52	PAD KIT #54	132.46
170030		ELDER, SHELLY	000095191		001-0000-218.22-22	UB CR REFUND-FINALS 000014292	54.57
170031		ELITE FIRE PROTECTION	48402	029050	001-4000-461.30-02	AUTO. SYSTEM MAINT.	291.72
170032		ESTRADA, BLANCA	000099363		001-0000-218.22-22	UB CR REFUND-FINALS 000055578	219.34
170033		FACTORY MOTOR PARTS	106-302047	029155	702-3800-480.38-52	BRAKE LINING/ROTOR ASY	374.00
			106-302087	029155	702-3800-480.38-52	BRAKE ROTER KIT & LINING	1,185.40
			106-304240	029155	702-3800-480.38-52	CR- ROTOR ASY- BRAKE	(142.06)
			106-305632	029155	702-3800-480.38-52	CR- BRAKE LINING,SHOE	(430.35)
			106-305633	029155	702-3800-480.38-52	CR-BRAKE LINING	(459.79)
			106-305634	029155	702-3800-480.38-52	CR - BRAKE CALIPER ASY	(111.72)
			106-305635	029155	702-3800-480.38-52	CR - BRAKE LINING KIT	(53.02)

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170033		FACTORY MOTOR PARTS	106-305636	029155	702-3800-480.38-52	CR - BRAKE LINING KIT	(53.02)
			106-305637	029155	702-3800-480.38-52	CR - BRAKE LINING KIT	(88.48)
			106-305638	029155	702-3800-480.38-52	CR-BRAKE ROTOR/LINING	(1,974.99)
			109-442915	029155	702-3800-480.38-52	BRAKE CALIPER ASY	111.72
			12-3098291	029155	702-3800-480.38-52	BRAKE LINING/BRAKE PAD	300.97
			12-3098594	029155	702-3800-480.38-52	BRAKE ASY & ROTOR ASY	332.41
			12-3098596	029155	702-3800-480.38-52	BRAKE LINING KIT	40.92
			12-3099040	029155	702-3800-480.38-52	BRAKE ROTOR ASY	58.12
			12-3099043	029155	702-3800-480.38-52	BRAKE ROTOR ASY/LINING	1,061.29
170034		FAST LUBE & TUNE	54931	029146	702-3800-480.30-05	#833 AIR BAG CLOCK SPRING	555.59
170035		FEDEX	6 603-97268	029626	670-7000-473.23-04	SHIPMENT FROM INNER-TITE	28.07
170036		FERGUSON, PRAET & SHERMAN	22862	029166	001-2200-421.33-11	LEGAL SERVICES	1,184.00
			22882	029166	001-2200-421.33-11	LEGAL SERVICES	1,887.00
170037		FLEET SERVICES INC	05P30975	029677	702-3800-480.38-52	CLAMP, FLEX TUBE 243	37.00
170038		FOX OCCUPATIONAL MEDICAL CENTER	107984		001-1300-412.33-32	JUNE 2019 PRE-EMPLOYMENT EXAMS AND DRUG SCREENINGS	95.00
			107985		100-4900-431.33-32	COTTAGE, GREG DOT EXAM	40.00
					610-5800-434.33-32	LASKO, ROBERT DOT EXAM	40.00
					660-6300-471.33-32	FROST, JEFF DOT EXAM	40.00
170039		FRONTIER COMMUNICATIONS	209188402?JUL19		001-4500-412.26-05	209-188-4027 JUL 16,2019 - AUG 15,2019	83.08
			213019796?JUL19		001-2200-421.26-05	213-019-7968 JUL 7, 2019 - AUG 6, 2019	308.75
			951849453?JUL19		001-2200-421.26-05	951-849-4533 JUL 4, 2019 - AUG 3, 2019	51.83
			951849712?JUL19		001-4500-412.26-05	951-849-7124 JUL 10,2019 - AUG 9,2019	90.97
			951849729?JUL19		001-4500-412.26-05	951-849-7296 JUL 16,2019 - AUG 15,2019	88.29
			951849920?JUL19		001-4500-412.26-05	951-849-9205 JUL 13,2019 - AUG 12,2019	88.29
			951922026?JUL19		001-4500-412.26-05	951-922-0262 JUL 4, 2019 - AUG 3,2019	91.01
170040		FRONTIER COMMUNICATIONS	209188591?JUN19		001-2200-421.26-05	201-188-5918 MAY 28, 2019-JUN 27,2019	45.83
					001-2400-422.26-05	201-188-5918 MAY 28, 2019-JUN 27,2019	27.75
					001-4500-412.26-05	201-188-5918 MAY 28, 2019-JUN 27,2019	1,058.84
					660-6300-471.26-05	201-188-5918 MAY 28, 2019-JUN 27,2019	515.05
					670-7000-473.26-05	201-188-5918 MAY 28, 2019-JUN 27,2019	233.12
					702-3800-480.26-05	201-188-5918 MAY 28, 2019-JUN 27,2019	61.28
170041		FRONTIER COMMUNICATIONS	209188591?SEP17		001-2200-421.26-05	201-188-5918 AUG 28,2017-SEP 27,2017	45.70
					001-4500-412.26-05	201-188-5918 AUG 28,2017-SEP 27,2017	1,033.23
					660-6300-471.26-05	201-188-5918 AUG 28,2017-SEP 27,2017	486.96
					670-7000-473.26-05	201-188-5918 AUG 28,2017-SEP 27,2017	219.39
					702-3800-480.26-05	201-188-5918 AUG 28,2017-SEP 27,2017	58.64
170042		FRONTIER COMMUNICATIONS	209188591?JUL19		001-2200-421.26-05	209-188-5918 JUN 28, 2019-JUL 27,2019	45.83
					001-2400-422.26-05	209-188-5918 JUN 28, 2019-JUL 27,2019	56.98
					001-4500-412.26-05	209-188-5918 JUN 28, 2019-JUL 27,2019	1,071.90
					660-6300-471.26-05	209-188-5918 JUN 28, 2019-JUL 27,2019	530.06
					670-7000-473.26-05	209-188-5918 JUN 28, 2019-JUL 27,2019	236.90
					702-3800-480.26-05	209-188-5918 JUN 28, 2019-JUL 27,2019	63.17
170043		FUN EXPRESS	696886142-01		001-0000-201.10-00	SALES TAX	(49.04)
				029187	001-4050-461.36-65	SENIOR DECORCATIONS	681.87
170044		GAS COMPANY, THE	0550268200?JUN19		001-2400-422.26-06	172 N. MURRAY ST GAS CHRGS 6/17/19-7/17/19	52.60
			1266249300?JUN19		001-2400-422.26-06	3900 W WILSON ST GAS CHRGS 6/10/19-7/10/19	20.86
170045		HOANG &, MINH VAN	000088571		001-0000-218.22-22	UB CR REFUND-FINALS 000007622	4.73
170046		HOME DEPOT #8987	1022915	029093	001-3200-412.36-00	KEYPAD LEVER	128.22
			2022806	029093	001-3200-412.36-00	ZONE TIMER	45.22
			4012973	029093	001-3200-412.30-01	PVC PIPING & VALVES	25.84
			6974276	029093	660-6300-471.30-02	TRIM BOARD, PANES	244.03
					660-6300-471.45-16	TRIM BOARD, PANES	99.00
			7014007	029093	001-3200-412.30-02	STRAPS, WIRE CONNECTORS,	88.00
			8023335	029093	001-3200-412.36-00	SURGE PROTECTOR, CUTTER,	68.83
170047		INLAND WATER WORKS SUPPLY CO.	5102829.001	029097	660-6300-471.45-16	FLANGE, COMBO VALVE	1,102.82
			5102829.002	029097	660-6300-471.45-16	MALE IRON CORP STOP	2,316.63
170048		INNER-TITE CORP	137990	029505	670-7000-473.45-11	ANTI ROTATION KEYS	1,159.39
170049		INNOVATIVE FEDERAL STRATEGIES	062019	029354	001-1000-411.33-11	FEDERAL LOBBYING SERVICES	1,400.00

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170049	[illegible]	INNOVATIVE FEDERAL STRATEGIES	062019	029354	660-6300-471.33-11	FEDERAL LOBBYING SERVICES	1,400.00
					670-7010-473.33-11	FEDERAL LOBBYING SERVICES	350.00
					680-8000-454.33-11	FEDERAL LOBBYING SERVICES	350.00
170050	[illegible]	JIMENEZ, LINDA	2019 TUITN BAL		001-1300-412.25-09	REMAINING BAL - BPOA MOU	1,165.00
170051	[illegible]	JON'S FLAGS & POLES	F80758	029038	001-3200-412.36-00	4X6 FLAGS & ORANGE WIND	566.59
170052	[illegible]	KUSTOM SIGNALS, INC	564165	029567	148-2200-421.30-05	UNIT DVR REPAIR	254.84
			564166	029567	148-2200-421.30-05	UNIT DVR REPAIR ORG INV DATE 5/28/19	257.16
			564167	029567	148-2200-421.30-05	UNIT DVR REPAIR	237.84
170053	[illegible]	LESLIE'S POOL SUPPLIES INC.	01062 01-002461	029186	001-4010-461.36-08	POOL CHEMICALS	838.21
170054	[illegible]	LITHOPASS PRINTING, FORMS,	3678	029077	761-3100-480.23-02	BLUE DOOR HANGERS	247.83
			3713	029077	761-3100-480.23-02	MUNICIPAL UTILITY SLIPS	204.54
			4548	029403	660-6300-471.23-02	2018 CCR REPORTS	646.50
			4555	029077	610-5800-434.23-02	FARE TICKETS PADS OF 25	43.10
170055	[illegible]	LOZANO SMITH LLP	2083614		700-5040-480.33-11	SERVICES THRU JUN 30,2019	1,446.90
170056	[illegible]	LSA ASSOCIATES, INC	166301	028750	001-3000-442.33-11	PROJECT 0COB1701.0000	185.00
			166325	029449	001-3000-442.33-53	HIGHLAND SPRINGS AVE DRIV	2,655.00
170057	[illegible]	MAILFINANCE, INC	N7767476	029352	001-4500-412.32-06	POSTAGE MACHINE JUL-OCT	524.47
170058	[illegible]	MANERI SIGN COMPANY INC.	40005997	029254	100-4900-431.89-54	STREET SIGNS	975.92
170059	[illegible]	MCKETHAN, CYNTHIA	MILEAGE 7/12/19		610-5800-434.25-05	DOT PHYSICAL EXAM 7/12/19	34.22
170060	[illegible]	MERCHANTS BUILDING MAINTENANCE, LLC	519230	029189	001-4000-461.33-18	COMMUNITY CENTER JANITORI	300.06
					001-4050-461.33-18	COMMUNITY CENTER JANITORI	299.97
					610-5800-434.33-18	COMMUNITY CENTER JANITORI	299.97
170061	[illegible]	MERLIN JOHNSON CONSTRUCTION, INC	061104	028910	660-6300-471.45-06	WELDING SERVICES	216.00
170062	[illegible]	MICHAEL BAKER INTERNATIONAL, INC	1091693	029248	661-6300-471.95-09	BANNING ALTITUDE VALVES	2,860.00
170063	[illegible]	MONTROSE ENVIROMENTAL GROUP, INC	INV1173676	029266	680-8000-454.90-78	PROJECT 2018-03WW	9,430.00
170064	[illegible]	MST BACKFLOW	5-17-19	029215	660-6300-471.45-08	BACKFLOWS TEST&CERTIFY	531.84
170065	[illegible]	MUNICIPAL CODE CORPORATION	00128048	029661	001-1400-412.33-72	MUNICODE ADMIN SUPPORT	450.00
170066	[illegible]	MYERS & SONS HI-WAY SAFETY INC.	90321	029521	660-6300-471.45-16	ORANGE CONES	2,605.40
					670-7000-473.45-16	ORANGE CONES	2,605.39
170067	[illegible]	NAPA AUTO PARTS	093428	029135	702-3800-480.38-52	FUEL CAP TETHER	19.92
			095285	029135	702-3800-480.38-52	PRESSURE WASHER HOSE	105.58
			096522	029620	702-3800-480.38-52	BUS HOSE CLAMP	44.06
			096606	029620	702-3800-480.38-52	V-BELT	63.55
170068	[illegible]	NCEM, LLC	000098461		001-0000-218.22-22	UB CR REFUND-FINALS 000021846	80.33
170069	[illegible]	O'REILLY AUTO PARTS	2678-201449	029614	702-3800-480.38-52	CABIN FILTER #54	20.98
			2678-201861	029614	702-3800-480.38-52	QUILL COMBO PATCH TIRE	15.28
			2678-201929	029614	702-3800-480.38-52	TEMP SENDER	6.24
170070	[illegible]	OFFICE DEPOT	334777101001	029065	670-7000-473.36-00	COPY PAPER	248.83
			334176380001	029064	703-3700-480.36-00	CORDED OPTICAL MOUSE	64.60
170071	[illegible]	ON TRAC	8948691	029669	001-1400-412.23-04	CITY CLERK SHIPPING	7.86
170072	[illegible]	ONE SOURCE DISTRIBUTORS	SG160421.001		670-0000-131.00-00	DEADEND ASSEMBLY PO NUM 029179	7,596.38
170073	[illegible]	ONLINE INFORMATION SERVICES	927170	028974	761-3100-480.30-17	APRIL 2019 ONLINE BILL	206.72
170074	[illegible]	P&P UNIFORMS	419723/4	029360	001-2210-421.36-04	UNIFORM FOR M.KNIGHT	205.77
			419821/4	029360	001-2740-442.36-04	UNIFORM FOR CODE SERRANO	400.75
			419851/4	029360	203-2200-446.36-04	UNIFORM FOR VOL MORENO	102.33
			420093/4	029360	001-2210-421.36-04	UNIFORM FOR M.KNIGHT	23.69
			420134/4	029360	001-2210-421.36-04	UNIFORM FOR P.STONE	171.29
			420135/4	029360	001-2210-421.36-04	UNIFORM FOR M.KNIGHT	171.29
			420142/4	029360	001-2210-421.36-04	UNIFORM FOR C.SERRANO	252.09
			C04753/4	029360	001-2740-442.36-04	UNIFORM CODE D.SERRANO	140.06
170075	[illegible]	PARDEE HOMES	DEP REF		660-0000-222.00-00	DEPOSIT REFUND TT # 37298 WATER SUPPLY VERIFICATION	618.45
170076	[illegible]	PARKING & PROPERTY ID	44299	029575	001-2200-421.33-11	ZIPBAGS PROTECTORS	338.20
170077	[illegible]	PARTS AUTHORITY METRO, LLC	062 530765	029322	702-3800-480.38-52	#621 MICRO V-BELT	31.88
			062 546061	029322	702-3800-480.38-52	IGNITION SWITCH	24.09
			062 546745	029322	702-3800-480.38-52	#831 IGNITION SWITCH	16.62
			062 549524	029322	702-3800-480.38-52	#812 FUEL FILTER	6.90
			062-553226	029322	702-3800-480.38-52	#601 AIR FILTER	180.14
			062 552787	029322	702-3800-480.38-52	SUS CONTROL	192.96

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			062-591938	029322	702-3800-480.38-52	#55 ROTOR	234.92
			062-592507	029322	702-3800-480.38-52	AIR FILTER	16.11
			062-597034	029322	702-3800-480.38-52	#110 TRANS FILTER	12.31
			062-597584	029322	702-3800-480.38-52	TRANS FILTER	12.31
			062-610298	029622	702-3800-480.38-52	#48 AIR FILTER	11.15
			062-610327	029622	702-3800-480.38-52	KIT-BRAKE 1	47.30
			062-631797	029622	702-3800-480.38-52	#21 12V AGM SEALED	173.42
			062-634377	029622	702-3800-480.38-52	DK 9A48 BATTERY	186.33
			062-637536	029622	702-3800-480.38-52	EXT WEAR PAD #02	56.63
			062-637565	029622	702-3800-480.38-52	#609 TRUCK BELT	34.85
			063-643248	029622	702-3800-480.38-52	#241 BRAKE	47.30
			091-027594	029322	702-3800-480.38-52	12V PASS BATTERY-CREDIT	(47.41)
			091-027792	029322	702-3800-480.38-52	CREDIT - REM ALTERNATOR	(76.37)
			091-027827	029322	702-3800-480.38-52	CREDIT - STEERING GEAR	(107.75)
			091-027883	029322	702-3800-480.38-52	CREDIT - 12V PASS BATTERY	(23.71)
			091-027924	029322	702-3800-480.38-52	CREDIT - IGNITION SWITCH	(40.71)
			091-028331	029322	702-3800-480.38-52	CREDIT - 12V PASS BATTERY	(23.71)
			091-028332	029322	702-3800-480.38-52	CREDIT - V CORE	(98.39)
			091-028333	029322	702-3800-480.38-52	CREDIT - 12 AGM SEALED BA	(23.71)
			091-028402	029322	702-3800-480.38-52	CREDIT - 12V PASS BATTERY	(153.36)
			091-028595	029622	702-3800-480.38-52	CREDIT - 12V AGN SEALED	(99.33)
			091-154369	029322	702-3800-480.38-52	#902 12V PASS BATTERY	246.18
			091-155099	029322	702-3800-480.38-52	#831 OXYGEN SENSOR	30.98
			091-155156	029322	702-3800-480.38-52	#831 IGNITION SWITCH	16.62
			091-155339	029322	702-3800-480.38-52	#831 IGNITION COIL	28.98
			091-155351	029322	702-3800-480.38-52	#831 HVAC BLOWER	20.11
			091-156415	029322	702-3800-480.38-52	#601 OIL FILTER, HYDRAULI	10.51
			091-156482	029322	702-3800-480.38-52	#621 OIL FILTER	38.34
			091-156977	029322	702-3800-480.36-00	DYE LEAK DETECT	32.76
			091-156978	029322	702-3800-480.38-52	#23 AIR FILTER	8.23
			091-156979	029322	702-3800-480.38-52	#23 AIR & OIL FILTER	15.10
			091-157021	029322	702-3800-480.38-52	#23 CABIN FILTER	6.68
			091-157300	029322	702-3800-480.38-52	#838 NEW STARTER	125.85
			091-157386	029322	702-3800-480.36-00	MINTYVAC	145.46
			091-157388	029322	702-3800-480.36-00	INFLATOR GUAGE	39.58
			091-157456	029322	702-3800-480.23-06	86 TRAINING 2	525.00
			091-157797	029322	702-3800-480.38-52	SHOE & LINING	32.83
			091-157798	029322	702-3800-480.38-52	SHOE & LINING	32.83
			091-157915	029322	702-3800-480.38-52	#601 CABIN FILTER	15.19
			091-157975	029322	702-3800-480.38-52	#55 OIL FILTER	4.08
			091-158035	029322	702-3800-480.38-52	#242 OIL FILTER	38.34
			091-158103	029322	702-3800-480.38-52	#619 12 VOLT BATTERY	280.96
			091-158169	029322	702-3800-480.38-52	FUEL FILTER	11.38
			091-158170	029322	702-3800-480.38-52	AIR & OIL FILTER	13.67
			091-158210	029322	702-3800-480.38-52	#03 12 VOLT BATTERY	122.09
			091-158216	029322	702-3800-480.38-52	12 VOLT PASS BATTERY	23.71
			091-158218	029322	702-3800-480.38-52	#13 12 AGM SEALED BATTERY	173.42
			091-158287	029322	702-3800-480.38-52	#03 12V AGM SEALED BATTER	173.42
			091-158318	029622	702-3800-480.38-52	FILTERS	14.46
			091-158678	029622	702-3800-480.38-52	#48 FILTERS - OIL/FUEL	24.94
			091-158691	029622	702-3800-480.38-52	FILTERS - CABIN & AIR	14.91
			091-158699	029622	702-3800-480.38-52	OIL FILTER #48	3.94
			091-158759	029622	702-3800-480.38-52	#48 OIL DRAIN PLUG	15.71
			091-158784	029622	702-3800-480.36-00	SHOP BATTERY	11.48
			091-158856	029622	702-3800-480.38-52	BARRICADE CARBU #907	10.02
			091-158871	029622	702-3800-480.36-00	BARRICADE FUEL	3.22
			091-158883	029622	702-3800-480.38-52	FILTERS - CABIN/OIL/AIR	20.48
			091-158981	029622	702-3800-480.38-52	#02 OIL FILTER	8.17

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			091-159035	029622	702-3800-480.38-52	FILTERS	7.49
			091-159486	029622	702-3800-480.38-52	12V AGM SEALED BATTERY	173.42
			091-159501	029622	702-3800-480.38-52	FILTER & PARTS	82.88
			091-159715	029622	702-3800-480.36-00	LUBRICANTS FLEET	22.41
			091-159875	029622	702-3800-480.36-00	COOLANT	71.05
170078		PDQ.COM CORPORATION	3452W	029747	703-3700-480.89-49	INSTALL SOFTWARE	900.00
170079		PLAYHOUSE BOWL ASSOCIATION, INC.	CONCERTS 2019		001-5400-446.41-59	FUNDING EVENINGS IN PARK RESOLUTION 2017-76	12,500.00
170080		PRESS-ENTERPRISE, THE	0011285345	029046	100-4900-431.23-01	IFB# 19-038 RAMSEY STREET	107.10
170081		PRUDENTIAL OVERALL SUPPLY	22817084	029184	001-4000-461.23-16	TRANSIT UNIFORM SERVICE	9.75
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	68.80
					610-5850-434.25-02	TRANSIT UNIFORM SERVICE	3.89
			22817108	029184	761-3110-480.25-02	FSR UNIFORMS 6/18/19	33.92
			22824432	029705	702-3800-480.23-16	SHOP UNIFORM SERVICE	12.12
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.90
			22826456	029705	702-3800-480.23-16	SHOP SERVICE FLEET	12.12
					702-3800-480.25-02	FLEET SERVICE FLEET	17.90
170082		PUBLIC ENTITY RISK MANAGEMENT	2019-20DWR		700-5040-480.29-10	DEADLY WEAPON REPONSE INSURANCE PREMIUM	1,140.00
			CYBER 2019-20		700-5040-480.29-03	CYBER INSURANCE PREMIUM 2019 - 2020	1,274.00
170083		PUMPING SOLUTIONS INC	3036811	029542	660-6300-471.45-06	BRACKETS	1,336.44
170084		R.F. MACDONALD CO	I209873		660-0000-131.00-00	VARIOUS KITS/HOSE,VALVE PO NUM 029448	4,378.31
170085		RANCHO PASEO MEDICAL GROUP	06012019		001-1300-412.33-32	JUNE PRE-EMPLOYMENT EXAM DRUG SCREENING	250.00
170086		RECORD GAZETTE, THE	00165870	029044	001-1900-412.23-01	ORDINANCE 1545	102.20
170087		RED HAWK SERVICES	19-1116	029234	001-3200-412.30-01	REPAIR OF BANNING AIRPORT FENCING	4,800.00
170088		RIV. CO. CLERK RECORDER	APN 541-103-012		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV 376 N FAY ST	8.00
170089		RON'S BEE SERVICE	1540	029052	660-6300-471.23-24	BEE REMOVAL	100.00
170090		ROW TRAFFIC SAFETY, INC	16351	029084	100-4900-431.30-09	STOP SIGNS	624.13
170091		SANDERS, ROBERT	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	162.16
170092		SERRANO, DIANA	MEAL 7/03/19		001-2200-421.23-06	OC PEPPER SPRAY CLASS 7/03/2019 RIVERSIDE, CA	12.00
170093		SERVICE SCAPE	BAN-M-519	029242	001-3600-461.23-29	MONTHLY LANDSCAPE MAINT.	5,854.00
			BAN-M-619	029242	001-3600-461.23-29	MONTHLY LANDSCAPE MAINT.	5,854.00
170094		SHRED-IT USA, LLC	8127267269	029197	001-2200-421.23-07	PD SHRED IT	186.76
170095		SIEMENS INDUSTRY, INC	5610172594	028207	100-4900-431.30-09	MONTHLY TRAFFIC SIGNAL MA	630.00
			5610175090	028207	100-4900-431.30-09	MONTHLY TRAFFIC SIGNAL MA	630.00
			5620023462	028207	100-4900-431.30-09	MONTHLY TRAFFIC REPAIRS	179.83
170096		SKILLS, INC	3082	029528	670-7000-473.23-06	RUBBER GLOVE TRAINING	3,120.00
170097		SMART & FINAL	021589	029560	001-4010-461.36-22	POOL SNACK BAR SPLS.	446.58
			026167	029560	001-4010-461.36-22	POOL SNACK BAR SPLS.	309.40
170098		SMITH, BRANDON	WEAPON LOAN '20		001-0000-116.21-01	EMPLOYEE GUN LOAN BPOA MOU 23.6	3,546.34
170099		SO CAL WEST COAST ELECTRIC, INC	23929		001-3200-412.30-02	COUNCIL CHAMBERS REPAIR P.O. # 029396	157.50
170100		SOUTH COAST AIR QUALITY	3447548		680-8000-454.41-04	AQMD FEE JUL 18 - JUN 19 3750 W WESTWARD AVE	132.98
			3451024		001-2200-421.41-04	AQMD FEE JUL 18 - JUN 19 125 E RAMSEY ST #157320	132.98
			3451617		001-3200-412.41-04	789 N SAN GORGONIO AQMD FEE 7 /18-6/19	139.63
			3482566		680-8000-454.41-04	2242 E CHARLES ST #20252 ICE / BOILER / SEWAGE TRM	4,278.96
			3483618		680-8000-454.41-04	2242 E CHARLES ST #20252 FLAT FEE LAST FY EMISSION	136.40
170101		SOUTHERN CALIFORNIA EDISON	201521504JFEB19		660-6300-471.26-04	WELL 11, 7072 PLANT E-5 FEB 12,2019 - MAR 14,2019	44.91
			201521504JJA19A		660-6300-471.26-04	WELL 11, 7072 PLANT E-5 JAN 11,2019 - FEB 12,2019	68.21
170102		STAPLES BUSINESS ADVANTAGE	3411591341	029099	600-5100-435.36-00	HANGING FILES & CELL BATT	85.45
			3413380399	029568	001-2200-421.36-00	RECORDS & ADMIN SUPPLIES	284.15
			3413720929	029568	001-2200-421.36-00	RECORDS SUPPLIES	26.93
			3414442756	029568	001-2200-421.36-00	RECORDS DEPT SUPPLIES	24.28
			3414442757	029568	001-2200-421.36-00	RECORDS DPT SUPPLIES	24.28
			3414442758	029568	001-2200-421.36-00	RECORDS DEPT SUPPLIES	30.05
			3414442759	029568	001-2200-421.36-00	RECORDS DEPT SUPPLIES	30.05
			3414442760	029568	001-2200-421.36-00	RECORDS SUPPLIES	21.64
			3414442761	029568	001-2200-421.36-00	RECORDS DEPT SUPPLIES	279.84
			3414519570	029568	001-2200-421.36-00	RECORDS DEPT SUPPLIES	8.47
			3415029415	029568	001-2200-421.36-00	CODE DEPT SUPPLIES	380.19
			3416460738	029099	680-8000-454.36-00	OFFICE SUPPLIES	141.10

City of Banning
Warrant List Detail July 2019

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
			3416607456	029099	001-2800-441.36-00	OFFICE SUPPLIES	29.50
			3416607459	029099	001-2800-441.36-00	OFFICE SUPPLIES	24.78
			3416607460	029099	680-8000-454.36-00	OFFICE SUPPLIES	200.94
			3417023546	029099	001-2700-442.36-00	OFFICE SUPPLIES	18.03
			3417023547	029099	001-2700-442.36-00	OFFICE SUPPLIES	14.75
			3417106471	029099	001-1900-412.36-00	OFFICE SUPPLIES	30.72
					001-1910-412.36-00	OFFICE SUPPLIES	31.55
			3417171512	029099	001-1400-412.36-00	FOLDERS/COFFEE/TABS	165.69
			3417658792	029099	670-7000-473.36-00	BINDER CLIPS/STAMP/PENCIL	47.10
			3417658797	029099	660-6300-471.36-00	OFFICE SUPPLIES	201.65
			3417658798	029099	001-1900-412.36-00	OFFICE SUPPLIES	171.45
170103		STATE WATER RESOURCES CONTROL	DPR24891-2019		660-6300-471.41-04	JASON L VALDEZ - GRADE T2 OPERATOR CERT RENEWAL	60.00
			DPR30519-2019		660-6300-471.41-04	CHRISTOPHER THORNTON - T2 OPERATOR CERT RENEWAL	60.00
170104		STERLING TALENT SOLUTIONS	7843658		001-1300-412.33-11	JUNE 2019 BACKGROUND SCRN	377.64
170105		STUART, DAMON	EYEWEAR 7/2019		670-7000-473.25-10	EYEWEAR REIMBURSEMENT UTILITY MOU	250.00
170106		SUPERION	236383	029306	761-3100-480.23-52	APRIL 2019 TRANS MANAGER	248.37
			241768	029306	761-3100-480.23-52	MAY 2019 TRANS MANAGER	172.52
170107		SWAINS ELECTRIC	808001	029404	660-6300-471.45-06	REBUILD 25 HP MOTOR	1,654.21
			808002	029404	660-6300-471.45-06	REBUILD 25 HP MOTOR	1,628.05
170108		TA, HAI	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	126.27
170109		TANGENT COMPUTER	SI099717	029662	703-3700-480.30-17	SPAM FILTER	1,000.00
170110		TERMINIX COMMERCIAL	386214002	029492	001-3200-412.23-24	CITY HALL-PEST CONTROL	733.32
170111		TETRA TECH INC.	51459411	028737	660-6300-471.45-06	GROUNDWATER AUDIT	1,025.20
170112		THE GEORGE A STRAIN TRUST	000098647		001-0000-218.22-22	UB CR REFUND-FINALS 000027628	222.20
170113		THESIER, DEREK	2019 TUITN BAL		001-1300-412.25-09	REMAINING BAL-2019 TUITN BPOA MOUT	1,000.00
170114		TIME WARNER CABLE	CORPYARD 7/19		670-7000-473.26-07	ETHERNET / 176 E LINCOLN JUN 25,2019 - JUL 24,2019	823.84
			FIRE ADM 7/19		001-2400-422.26-09	3900 W WILSON ST CABLE TV 7/1/19-7/31/19	5.30
			FS89 7/2019		001-2400-422.26-09	172 N MURRAY ST CABLE TV 7/1/19-7/31/19	37.45
170115		TIME WARNER CABLE	088811201070119		670-7000-473.26-09	BUSINESS TV - CITY YARD 7/1/19 - 7/31/19	70.33
170116		TORRES, CESAR	000091965		001-0000-218.22-22	UB CR REFUND-FINALS 000000978	279.85
170117		UNDERGROUND SERVICE ALERT	19DSBFEF3071		100-4900-431.30-13	CA STATE FEE - REG COSTS JULY 2019	17.47
					660-6300-471.45-08	CA STATE FEE - REG COSTS JULY 2019	17.48
					670-7000-473.45-02	CA STATE FEE - REG COSTS JULY 2019	17.48
			620190039		100-4900-431.30-13	86 NEW TICKETS JULY 2019	50.63
					660-6300-471.45-08	86 NEW TICKETS JULY 2019	50.64
					670-7000-473.45-02	86 NEW TICKETS JULY 2019	50.63
170118		UNITED SITE SERVICES OF CA, INC.	114-8769521	029577	001-4000-461.36-09	ADA PORTA POTTIES	355.89
170119		USABLUEBOOK	937573		660-0000-131.00-00	CHLORINE SENSOR PO NUM 029561	559.88
170120		UTILITY TREE SERVICE	66M45419	028387	670-7000-473.23-17	TREE TRIMMING W/E 6/22/19	4,488.00
			67F92519	028387	670-7000-473.23-17	TREE TRIMMING W/E 6/29/19	4,488.00
			67P61019	028387	670-7000-473.23-17	TREE TRIMMING W/E 7/6/19	3,366.00
170121		VERIZON WIRELESS	9843250987		001-1200-412.26-05	CITY MANAGER CELL JUN 2, 2019 - JUL 1, 2019	311.95
					001-1900-412.26-05	FINANCE CELL JUN 2, 2019 - JUL 1, 2019	27.42
					001-2200-421.26-05	POLICE DEPT CELLS JUN 2, 2019 - JUL 1, 2019	804.69
					001-2210-421.26-05	DISPATCH CELL JUN 2, 2019 - JUL 1, 2019	27.70
					001-2740-442.26-05	CODE ENFORCEMENT CELL JUN 2, 2019 - JUL 1, 2019	81.89
					001-2800-441.26-05	PLANNING DEPT CELL JUN 2, 2019 - JUL 1, 2019	51.07
					001-3000-442.26-05	ENGINEERING CELL JUN 2, 2019 - JUL 1, 2019	78.38
					001-3200-412.26-05	BUILDING MAINT CELL JUN 2, 2019 - JUL 1, 2019	31.33
					001-4000-461.26-05	COMMUNITY SRVCS CELL JUN 2, 2019 - JUL 1, 2019	260.08
					100-4900-431.26-05	STREETS CELL JUN 2, 2019 - JUL 1, 2019	125.48
					610-5800-434.26-05	TRANSIT CELLS JUN 2, 2019 - JUL 1, 2019	130.05
					610-5850-434.26-05	DIAL-A-RIDE CELL JUN 2, 2019 - JUL 1, 2019	35.71
					660-6300-471.26-05	WATER DEPT CELL JUN 2, 2019 - JUL 1, 2019	571.34
					670-7000-473.26-05	ELECTRIC DEPT CELL JUN 2, 2019 - JUL 1, 2019	890.00
					680-8000-454.26-05	WASTEWATER CELL JUN 2, 2019 - JUL 1, 2019	114.41
					702-4800-480.26-05	FLEET CELLS JUN 2, 2019 - JUL 1, 2019	80.78
					703-3700-480.26-05	INFORMATION SRVCS CELL JUN 2, 2019 - JUL 1, 2019	154.26

City of Banning
Warrant List Detail July 2019

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
170121	[illegible]	VERIZON WIRELESS	9833256987		761-3110-480.26-05	METER SERVICES CELL JUN 2, 2019 - JUL 1, 2019	154.70
170122	[illegible]	VULCAN MATERIALS	72244716	029562	660-6300-471.45-17	COLD MIX ASPHALT	1,553.57
170123	[illegible]	WALLACE, COLLEEN	MILEAGE 7/18/19		001-1000-411.23-05	CAP MEETING - RIVERSIDE JULY 2019	34.34
170124	[illegible]	WEST COAST SAND & GRAVEL, INC.	148867	029516	660-6300-471.45-17	RECYCLED BASE, FILL SAND	1,266.80
170125	[illegible]	WHENEVER COMMUNICATIONS, LLC	9408-177557	029373	703-3700-480.30-19	SATELLITE PHONES	278.85
170126	[illegible]	WILDLIFE CONTROL SERVICE INC	WL2910	029421	001-3600-461.23-24	PEST CONTROL - JUNE	795.00
170127	[illegible]	YOUNG, CARLA	REIMBRSMNT 7/19		670-7000-473.36-07	STAFF MEETING REFRESHMENT WALMART	45.90
170128	[illegible]	YOUNGBLOOD & ASSOCIATES	3894A	029735	001-1300-412.33-11	POLICE ASST POLYGRAPH	300.00
			3899A	029735	001-1300-412.33-11	POLICE OFCR POLYGRAPH	300.00
170129	[illegible]	YOUNGBLOOD, CHELSE	REIMB 7/11/19		001-2200-421.36-00	BEST BUY SUPPLIES FOR PD FLEET DEPT	79.71
170130	[illegible]	ZENDEJAS, SARAH	12329-756'19		675-7020-473.42-41	ENERGY STAR PROD REBATE DISHWASHER	50.00
170131	[illegible]	ZENNER PERFORMANCE METERS, INC	0047444-IN		660-0000-131.00-00	ZENNER WATER METERS PO NUM 029098	5,966.12
9006473	[illegible]	WELLS FARGO BANK	PPE 6/30/19		001-0000-204.10-00	PAYROLL PPE 6/30/2019	460,477.58
9006474	[illegible]	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 6/30/19		001-0000-204.12-00	STATE INCOME TAX PPE 6/30/2019	27,467.59
9006475	[illegible]	INTERNAL REVENUE SERVICE	PPE 6/30/19		001-0000-204.11-00	FEDERAL INCOME TAX PPE 6/30/2019	62,845.56
					001-0000-204.13-00	FICA MEDICARE / FICA REGL PPE 6/30/2019	105,742.48
9006476	[illegible]	WELLS FARGO CARD SERVICES INC	TJ 2930 JUL19		001-0000-201.10-00	SALES TAX LIFEGUARD HIP PACK	(0.36)
						SALES TAX LIFEGUARD ITEMS	(6.56)
					001-1300-412.23-01	AMERICAN PUBLIC WORKS JOB AD- WATER ANALYST	325.00
						BROWN AND VALDWELL JOB AD- WATER ANALYST	200.00
						YOURMEMBERSHIP CAREERS JOB AD- WATER ANALYST	449.00
					001-1900-412.23-46	WELLS FARGO FINANCE CHARGES	80.39
						WELLS FARGO LATE FEE	39.00
						WELLS FARGO OVER LIMIT FEE	39.00
					001-1910-412.23-03	C A P P O - MEMBERSHIP LILIANA MASCORRO	130.00
					001-2210-421.23-06	RIVERSIDE SHERIFF BCTC PATRICIA CASTILLO - DISPA	380.07
						RIVERSIDE SHERIFF N SORIANO DISPATCH TRNING	380.07
					001-4010-461.25-02	SWIM OUTLET.COM LIFEGUARD ITEMS	650.50
						SWIMOUTLET.COM LIFEGUARD HIP PACK	38.79
					001-4010-461.36-09	SWIM OUTLET.COM LIFEGUARD ITEMS	650.49
						SWIMOUTLET.COM LIFEGUARD HIP PACK	38.79
					703-3700-480.30-17	CBI* EASEUS SOFTWARE VIRUS PROTECTION	839.40
					761-3100-480.23-03	I C W A - GROUP.COM GINA BOEHM MEMBERSHIP	25.00
9006477	[illegible]	WELLS FARGO CARD SERVICES INC	TM 6336 JUL 19		670-7000-473.23-05	ALLIANZ GLOBAL ASSIST BEN COFFEY - CAR RENTAL	45.00
						HOT WIRE BEN COFFEY - CAR RENTAL	469.44
						HOTELS.COM BEN COFFEY - EUIC	838.66
						UNITED AIRLINES BEN COFFEY - EUIC FLIGHT	326.60
					670-7000-473.23-06	E U C I - BEN COFFEY REGS JUL 24-25, 2019 DENVER,CO	1,195.00
					670-7000-473.36-07	RIO RANCH MARKET TRAINING LUNCHEON	56.91
					670-7000-473.42-50	SUZANN'S FLOWERS CONDOLENCE FLOWERS	65.62
					670-7000-473.45-16	HARBOR FREIGHT TOOLS - ELECTRIC DEPT	194.32
			TM6336 JUL 19		670-7000-473.36-07	SMART & FINAL SAFETY MEETING REFRESHMNT	37.94
9006478	[illegible]	TASC	PPE 6/30/2019		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 6/30/2019 PD 7/05/19	4,115.97
					001-0000-204.80-05	DEPENDENT CARE CONTRBTNS PPE 6/30/2019 PD 7/05/19	766.66
					001-0000-204.80-15	INDIVIDUAL CONTRIBUTIONS PPE 6/30/2019 PD 7/05/19	465.58
9006479	[illegible]	WELLS FARGO BANK	PPE 6/30/2019		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 6/30/2019 PD 7/05/19	300.00
9006480	[illegible]	CALPERS 457 PLAN - 450260	PPE 6/30/2019		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 6/30/2019 PD 7/05/19	29,567.25
						CAL PERS 457 LOAN PMTS PPE 6/30/2019 PD 7/05/19	5,939.54
9006481	[illegible]	CA. ST. PUBLIC EMPLOYEES	PPE 6/30/19		001-0000-204.20-00	RETIREMENT BENEFITS FOR PPE 6/30/2019	96,383.39
9006482	[illegible]	CA. ST. PUBLIC EMPLOYEES	PPE 6/30/19		001-0000-204.20-00	RETIREMENT BENEFITS-MERAZ FOR PPE 6/30/2019	946.94
9006483	[illegible]	WELLS FARGO BANK	PPE 7/14/19		001-0000-204.10-00	PAYROLL PPE 7/14/2019	448,037.12
9006484	[illegible]	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 7/14/19		001-0000-204.12-00	STATE INCOME TAX PPE 7/14/2019 PD 7/19/19	29,977.37
9006485	[illegible]	INTERNAL REVENUE SERVICE	PPE 7/14/19		001-0000-204.11-00	FEDERAL INCOME TAX PPE 7/14/2019 PD 7/19/19	70,871.18
					001-0000-204.13-00	FICA MEDICARE/FICA REGLR PPE 7/14/2019 PD 7/19/19	105,044.24
9006486	[illegible]	TASC	PPE 7/14/19		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 7/14/2019 PD 7/19/19	4,296.95
					001-0000-204.80-05	DEPENDENT CARE CONTRBTNS PPE 7/14/2019 PD 7/19/19	766.66
					001-0000-204.80-15	INDIVIDUAL CONTRIBUTIONS PPE 7/14/2019 PD 7/19/19	465.58
9006487	[illegible]	CA. ST. PUBLIC EMPLOYEES	10000005710821		001-0000-151.40-10	SET UP PREPAID EXPENSE UAL MISC CLASSIC 1ST-FY20	1,688,133.00

City of Banning
Warrant List Detail July 2019

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9006488	7/24/2019	CA. ST. PUBLIC EMPLOYEES	1000000015710831		001-0000-151.40-10	SET UP PREPAID EXPENSE UAL SAFETY CLSSC 1ST-FY20	1,319,225.00
9006489	7/25/2019	CA. ST. PUBLIC EMPLOYEES	1000000015710840		001-0000-151.40-10	SET UP PREPAID EXPENSE UAL SAFETY PEPRA - FY20	4,942.00
9006490	7/25/2019	CA. ST. PUBLIC EMPLOYEES	1000000015710851		001-0000-151.40-10	SET UP PREPAID EXPENSE UAL SAFETY CLASSIC 2-FY20	1,647.00
9006491	7/26/2019	WELLS FARGO BANK	PPE 7/14/19		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 7/14/2019 PD 7/19/19	300.00
9006492	7/31/2019	CA. ST. PUBLIC EMPLOYEES	PPE 7/14/19		001-0000-204.20-00	PERS ADJ - EE WITHHELD CD PPE 7/14/2019	128.46
						PERS ADJ - FY19 ER BEN AD PPE 7/14/2019	(385.82)
						RETIREMENT BENEFITS PPE 7/14/2019 PD 7/19/19	105,888.74
Grand Total							8,277,207.04
						Less Voided / Reissued Checks from Prior Period	(974.10)
						Less Voided Checks Prior Period	
						Add Payroll Checks	17,149.00
						Total Remittance for Month	8,293,381.94

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Voided Checks

July 2019

Date	Check	Vendor #	Reason		Amount	Check	Vendor #		Amount
7/11/2019	169298	7490	Vendor didn't receive payment	$	974.10	169884	7490	$	974.10
TOTALS				**$**	**974.10**			**$**	**974.10**

Payroll

July 2019

Start	End	Date	Description		Check Total
11819	11836	7/3/2019	WARRANT REGISTER	$	7,735.04
11837	11858	7/18/2019	WARRANT REGISTER	$	9,413.96
TOTALS				**$**	**17,149.00**
	CHECKS USED	40			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	UNITED STATES TREASURY		11819	125.50
	TRACY YOUNGBLOOD		11820	223.39
	FRANCHISE TAX BOARD		11821	200.00
4000-461	GILCHRIST JR, SEAN E	2699	11822	513.35
4000-461	NELSON, AMANDA L	5564	11823	527.34
4000-461	OGLESBY, CODY L	6347	11824	600.50
4000-461	RODRIGUEZ, ALONZO J	7208	11825	503.80
4000-461	YGLESIAS, STEPHANIE	9272	11826	562.69
4010-461	FLOYD, ANTHONY P	2394	11827	458.01
4010-461	FLOYD, JASON D	2396	11828	356.06
4010-461	IRVING, MADISON L	3598	11829	643.74
4010-461	PHILLIPS, KRISTEN G	6557	11830	397.07
4010-461	REEVES, AUBREY N	6787	11831	678.51
4010-461	TRYON, MYKAELA C	8441	11832	869.47
4010-461	WILLIAM HILL, ANDREA C	9074	11833	391.46
	CALIF. STATE DISBURSEMENT UNIT		11834	319.03
	STATE OF CALIFORNIA - FTB		11835	171.28
	CALIF. STATE DISBURSEMENT UNIT		11836	193.84
	Total Checks -		18	7,735.04

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	UNITED STATES TREASURY		11837	125.50
	TRACY YOUNGBLOOD		11838	223.39
	FRANCHISE TAX BOARD		11839	200.00
3100-480	BRANDON, KATHY M	911	11840	.00
4000-461	GILCHRIST JR, SEAN E	2699	11841	517.64
4000-461	NELSON, AMANDA L	5564	11842	424.28
4000-461	OGLESBY, CODY L	6347	11843	587.40
4000-461	RODRIGUEZ, ALONZO J	7208	11844	561.60
4000-461	YGLESIAS, STEPHANIE	9272	11845	394.05
4010-461	CABRERA, KRISTA E	1002	11846	146.34
4010-461	CENTNER, AMELIA C	1282	11847	23.89
4010-461	FLOYD, ANTHONY P	2394	11848	548.05
4010-461	FREY, RAYMOND M	2507	11849	617.60
4010-461	IRVING, MADISON L	3598	11850	821.33
4010-461	PHILLIPS, KRISTEN G	6557	11851	315.24
4010-461	REEVES, AUBREY N	6787	11852	406.16
4010-461	ROMERO, JADE P	7212	11853	627.85
4010-461	TRYON, MYKAELA C	8441	11854	934.64
	CALIF. STATE DISBURSEMENT UNIT		11855	319.03
5800-434	GREEN, NATASHA D	2765	11856	1,254.85
	STATE OF CALIFORNIA - FTB		11857	171.28
	CALIF. STATE DISBURSEMENT UNIT		11858	193.84
	Total Checks -		22	9,413.96

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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: **August 27, 2019**

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

RECOMMENDATION:

That City Council receive and file Cash, Investment and Reserve Report for **June 30, 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	$ 3,655.00
	Checking and Savings Accounts	$ 13,647,708.45	$ 16,126,183.20
Investments			
	LAIF	$ 41,390,764.64	$ 41,390,764.64
	Brokerage	$ 26,836,882.80	$ 26,840,227.19
Total Funds Under Control of the City		**$ 81,879,510.89**	**$ 84,360,830.03**
Funds Under Control of Fiscal Agents			
US Bank			
	Restricted Bond Project Accounts	$ 15,241,083.15	$ 15,250,635.71
	Restricted Bond Accounts	$ 5,384,262.74	$ 5,384,320.48
Union Bank			
	Restricted Funds	$ 992,128.53	$ 881,127.60
Total Funds Under Control of Fiscal Agents		**$ 21,617,474.42**	**$ 21,516,083.79**
Total Funds		**$ 103,496,985.31**	**$ 105,876,913.82**

RESTRICTED, ASSIGNED, COMMITTED AND RESERVED SUMMARY:

Description		Prior Month		Current Month
Total Funds	**$**	**103,496,985.31**	**$**	**105,876,913.82**
Restricted Funds		40,270,627.64	$	40,023,960.55
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	**$**	**68,560,885.18**	**$**	**68,314,218.09**
Operating Cash - Unrestricted Reserves	**$**	**34,936,100.13**	**$**	**37,562,695.73**
Less Accounts held in Investments	$	26,836,882.80	$	26,840,227.19
Liquid Cash	$	8,099,217.33	$	10,722,468.54

ATTACHMENTS:

- Cash, Investment and Reserve Report June 2019
- Investment Report June 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

City of Banning
Cash, Investment & Reserve Balances - June 30, 2019

Cash & Investments Institution/Investment Type	May 2019 Balance	June 2019 Balance
Funds Under Control of the City:		
Petty Cash / Cash on Hand	$ 4,155.00	$ 3,655.00
	$ 4,155.00	$ 3,655.00
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$ 13,236,833.34	$ 15,708,234.34
Bank of America - Parking Citations - XXXXXXXX 8776	$ 93,583.63	$ 96,254.82
Bank of America - Airport Visa - XXXXXXXX 7548	$ 232,048.73	$ 236,481.24
Bank of America - CNG Charge Acct XXXXXXXX 5594	$ 85,242.75	$ 85,212.80
	$ 13,647,708.45	$ 16,126,183.20
State of California, Local Agency Investment Fund		
City of Banning XX-XX-050	$ 41,390,764.41	$ 41,390,764.41
Successor Agency XX-XX-001	$ 0.23	$ 0.23
	$ 41,390,764.64	$ 41,390,764.64
% of Investments in LAIF (Maximum 40% allowed per Investment Policy)	61%	61%
US Bank		
City of Banning Custody Account XXXXX6000		
Government Agencies		
First American Government Oblig Fd Cl D 31846V401 Market Value #3802 $2,117,717.19	$ 2,114,372.80	$ 2,117,717.19
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		
F N M A 3135GOP49 Market Value $2,994,300 Maturity 8/28/2019	$ 2,955,090.00	$ 2,955,090.00
F H L M C M T N 3134GBJ52 Market Value $2,995,440 Maturity 9/27/2019	$ 3,000,000.00	$ 3,000,000.00
F H L M C M T N 3134GBL83 Market Value $2,991,240 Maturity 3/27/2020	$ 3,000,000.00	$ 3,000,000.00
F N M A M T N 3136G4PP2 Market Value $2,992,530 Maturity 10/26/2020	$ 3,000,000.00	$ 3,000,000.00
Federal Home Loan Bks 3130ADFV9 Market Value $2,998,980 Maturity 1/29/2021	$ 2,967,420.00	$ 2,967,420.00
Federal Farm Credit Bks 3133EKFJ0 Market Value $5,800,000 Maturity 4/5/2021	$ 5,800,000.00	$ 5,800,000.00
Federal Farm Credit Bks 3133EKFK7 Market Value $4,000,120 Maturity 7/5/2022	$ 4,000,000.00	$ 4,000,000.00
	$ -	$ -
	$ 26,836,882.80	$ 26,840,227.19
Total Funds Under Control of the City	$ 81,879,510.89	$ 84,360,830.03
Funds Under Control of Fiscal Agents:		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$ 1,516,542.28	$ 1,518,929.80
2005 Wastewater Project Fund Bond - 792143006	$ 3,271,698.81	$ 3,272,532.41
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$ 2,780,107.09	$ 2,784,483.87
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$ 7,672,734.97	$ 7,674,689.63
Restricted Project Funds Available	$ 15,241,083.15	$ 15,250,635.71
2015 Electric Revenue Bond-Escrow Fund - 277248000/262685001		
Wastewater System Improvement Project Fund Bond 1989 Escrow Account for AC 94627350- 792145000	$ -	$ -
Water System Improvement Project 1989 Escrow Acct AC 94627340 - 792146000	$ -	$ -
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	$ 2,428,543.76	$ 2,428,543.76
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-78958201	$ 40,020.74	$ 40,030.94
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-78958203	$ 186,557.68	$ 186,605.21
BUA Wastewater Enterprise Lease Revenue Bonds Series 2005 Reserve Fund - 7912143004	$ 523,623.18	$ 523,623.18
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund-277166004 Market Value	$ 2,205,497.50	$ 2,205,497.50
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Cost of Issuance - 277166006	$ -	$ -
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$ 19.88	$ 19.89
Bond Funds Held with Fiscal Agent - Restricted	$ 5,384,262.74	$ 5,384,320.48
Union Bank of California:		
CAISO - City of Banning XXXXX6994	$ 113,522.93	$ 113,744.07
City of Banning - XXXXX5920 - RPU	$ 878,605.60	$ 767,383.53
Funds Held with Fiscal Agent - Restricted	$ 992,128.53	$ 881,127.60
Total Funds Under Control of Fiscal Agents	$ 21,617,474.42	$ 21,516,083.79
Grand Total	$ 103,496,985.31	$ 105,876,913.82

Reserve Balances Description	Balance
RESTRICTED FUNDS	
Restricted Project Funds	$ 15,250,635.71
Bond Funds Held with Fiscal Agents	$ 5,384,320.48
CASIO - City of Banning 6731036994	$ 113,744.07
City of Banning - 6736305920 - RPU	$ 767,383.53
Customer Deposit Accounts	$ 1,590,198.80
Capital Facility Fees (Funds 400, 410,420, 421,430, 661, & 681)	$ 16,499,729.10
Parking Citations	$ 96,254.82
Airport	$ 236,481.24
CNG	$ 85,212.80
	$ 40,023,960.55
ASSIGNED FUNDS - SPECIFIC PURPOSE	
Workers Compensation - PERMA	$ 300,000.00
Capital Replacement	$ 1,500,000.00
Debt Service Payments	$ 6,884,911.34
	$ 8,684,911.34
COMMITTED FUNDS - SPECIFIC PURPOSE	
General Fund - Emergency Contingency 25% (Minimum req. $1,500,000, Max 25% Operating Budget GF)	$ 4,528,172.25
	$ 4,528,172.25
AVAILABLE FUND BALANCE RESERVES	
Electric Rate Stabilization Fund	$ 6,723,446.60
Electric Operational Fund	$ 3,361,723.30
BUA Water Fund	$ 1,197,964.30
BUA Wastewater Fund	$ 378,339.40
Self Insurance Fund	$ 500,000.00
Designated, Unreserved	
Mining Tax Collected	$ 979,274.00
PEG Reserve	$ 133,104.35
Litigation Contingency	$ 179,189.00
Gas Tax & Police Reward	$ 189,325.00
CalPERS Liability	$ 500,000.00
Compensated Absences	$ 934,808.00
	$ 15,077,173.95
Operating Cash	
Balance Available for Daily Operations	$ 37,562,695.73
Less Amount held in investments	$ 26,840,227.19
Liquid Cash	$ 10,722,468.54
Grand Total	$ 105,876,913.82
UNRESTRICTED RESERVES	$ 37,562,695.73

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

Prepared by Suzanne Cook
Administrative Services Department / Finance

City of Banning
Report of Investments
June 2019

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Ratting	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	Pooled Investment	N/A	N/A	N/A	N/A	N/A	$ 41,390,764.41	2.428	100.17118	$ 41,461,616.71	60.7%
	Successor Agency	Pooled Investment	N/A	N/A	N/A	N/A	N/A	$ 0.23	0.000		0.23	0.0%
								$ 41,390,764.64			**$ 41,461,616.94**	**60.7%**
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	$ 2,117,717.19	1.830	100.000	$ 2,117,717.19	3.1%
	F N M A	US Government Issue	3135G0P49	AA+	Aaa	7/26/2018	8/28/2019	$ 2,955,090.00	1.000	99.810	$ 2,994,300.00	4.3%
	F H L M C M T N	US Government Issue	3134GBJ52	AA+	Aaa		9/27/2019	$ 3,000,000.00	1.500	99.848	$ 2,995,440.00	4.4%
	F H L M C M T N	US Government Issue	3134GBJ83	AA+	Aaa		3/27/2020	$ 3,000,000.00	1.600	99.708	$ 2,991,240.00	4.4%
	F N M A M T N	US Government Issue	3136G4PP2	AA+	Aaa		10/26/2020	$ 3,000,000.00	1.750	99.751	$ 2,992,530.00	4.4%
	Federal Home Loan Bks	US Government Issue	3130ADFV9	AA+	Aaa	7/26/2018	1/29/2021	$ 2,967,420.00	2.250	99.966	$ 2,998,980.00	4.3%
	Federal Farm Credit Bks	US Government Issue	3133EKFJ0	AA+	Aaa	4/5/2019	4/5/2021	$ 5,800,000.00	2.490	100.000	$ 5,800,000.00	8.5%
	Federal Farm Credit Bks	US Government Issue	3133EKFK7	AA+	Aaa	4/5/2019	7/5/2022	$ 4,000,000.00	2.600	100.003	$ 4,000,120.00	5.9%
								$ 26,840,227.19			**$ 26,890,327.19**	**39.3%**
Total Investments								**$ 68,230,991.83**			**$ 68,351,944.13**	**100.0%**

Prepared by: Suzanne Cook
Administrative Services Department / Finance

CALIFORNIA STATE TREASURER
FIONA MA, CPA

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/24/19	2.41	2.44	166
06/25/19	2.40	2.44	167
06/26/19	2.41	2.44	168
06/27/19	2.41	2.44	169
06/28/19	2.40	2.44	174
06/29/19	2.40	2.44	174
06/30/19	2.39	2.44	173
07/01/19	2.40	2.40	180
07/02/19	2.40	2.40	180
07/03/19	2.39	2.40	182
07/04/19	2.39	2.40	182
07/05/19	2.39	2.40	182
07/06/19	2.39	2.40	182
07/07/19	2.39	2.39	182
07/08/19	2.39	2.39	179
07/09/19	2.39	2.39	179
07/10/19	2.39	2.39	178
07/11/19	2.38	2.39	179
07/12/19	2.38	2.39	179
07/13/19	2.38	2.39	179
07/14/19	2.38	2.39	179
07/15/19	2.38	2.39	176
07/16/19	2.38	2.39	178
07/17/19	2.38	2.39	179
07/18/19	2.37	2.39	180
07/19/19	2.37	2.39	179
07/20/19	2.37	2.39	179
07/21/19	2.37	2.39	179
07/22/19	2.37	2.38	179
07/23/19	2.37	2.38	177
07/24/19	2.37	2.38	178

*Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Performance Report

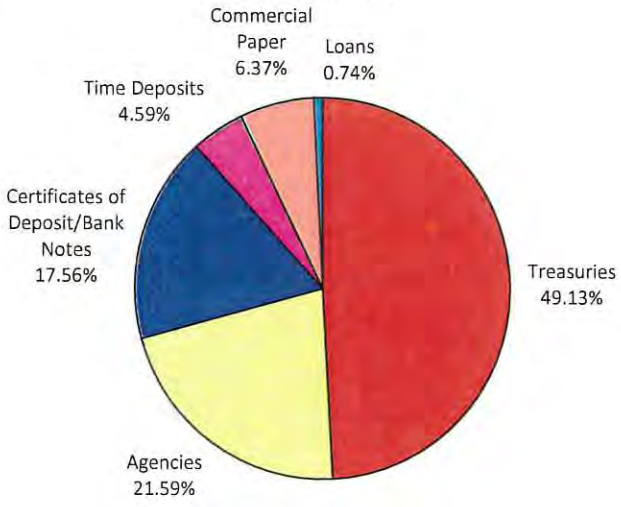
Quarter Ending 06/30/19

Apportionment Rate:	2.57
Earnings Ratio:	.00007028813234525
Fair Value Factor:	1.001711790
Daily:	2.39%
Quarter to Date:	2.44%
Average Life:	173

PMIA Average Monthly Effective Yields

June 2019	2.428
May 2019	2.449
Apr 2019	2.445

Pooled Money Investment Account Portfolio Composition 06/30/19 $105.7 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 07/24/2019

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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: **August 27, 2019**

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

RECOMMENDATION:

That City Council receive and file Cash, Investment and Reserve Report for **July 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	$ 3,655.00	$	3,655.00
	Checking and Savings Accounts	$ 16,126,183.20	$	12,048,368.27
Investments				
	LAIF	$ 41,390,764.64	$	41,655,255.18
	Brokerage	$ 26,840,227.19	$	26,938,260.40
Total Funds Under Control of the City		**$ 84,360,830.03**	**$**	**80,645,538.85**
Funds Under Control of Fiscal Agents				
US Bank				
	Restricted Bond Project Accounts	$ 15,250,635.71	$	15,259,729.56
	Restricted Bond Accounts	$ 5,384,320.48	$	5,383,824.86
Union Bank				
	Restricted Funds	$ 881,127.60	$	1,774,204.98
Total Funds Under Control of Fiscal Agents		**$ 21,516,083.79**	**$**	**22,417,759.40**
Total Funds		**$ 105,876,913.82**	**$**	**103,063,298.25**

RESTRICTED, ASSIGNED, COMMITTED AND RESERVED SUMMARY:

Description		Prior Month		Current Month
Total Funds	**$**	**105,876,913.82**	**$**	**103,063,298.25**
Restricted Funds		40,023,960.55	$	39,202,587.01
Assigned Funds - Specific Purpose		8,684,911.34	$	8,969,200.65
Committed Funds - Specific Purpose		4,528,172.25	$	4,785,065.00
Fund Balance Reserves		15,077,173.95	$	15,183,797.25
Total Restricted, Assigned, Committed and Reserv	**$**	**68,314,218.09**	**$**	**68,140,649.91**
Operating Cash - Unrestricted Reserves	**$**	**37,562,695.73**	**$**	**34,922,648.34**
Less Accounts held in Investments	$	26,840,227.19	$	26,938,260.40
Liquid Cash	$	10,722,468.54	$	7,984,387.94

ATTACHMENTS:

- Cash, Investment and Reserve Report July 2019
- Investment Report July 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

City of Banning
Cash, Investment & Reserve Balances - July 31, 2019

Cash & Investments	June 2019	July 2019
Institution/Investment Type	Balance	Balance
Funds Under Control of the City:		
Petty Cash / Cash on Hand	$ 3,655.00	$ 3,655.00
	$ 3,655.00	$ 3,655.00
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$ 15,708,234.34	$ 11,623,200.70
Bank of America - Parking Citations - XXXXXXXX 8776	$ 96,254.82	$ 97,924.07
Bank of America - Airport Visa - XXXXXXXX 7548	$ 236,481.24	$ 242,127.45
Bank of America - CNG Charge Acct XXXXXXXX 5594	$ 85,212.80	$ 85,116.05
	$ 16,126,183.20	$ 12,048,368.27
State of California, Local Agency Investment Fund		
City of Banning XX-XX-050	$ 41,390,764.41	$ 41,655,254.95
Successor Agency XX-XX-001	$ 0.23	$ 0.23
	$ 41,390,764.64	$ 41,655,255.18
% of Investments in LAIF (Maximum 40% allowed per Investment Policy)	61%	61%
US Bank		
City of Banning Custody Account XXXXX6000		
Government Agencies		
First American Government Oblig Fd Cl D 31846V401 Market Value #3802 $215,750.40	$ 2,117,717.19	$ 215,750.40
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		
F N M A 3135GOP49 Market Value $2,997,300 Maturity 8/28/2019	$ 2,955,090.00	$ 2,955,090.00
F H L M C M T N 3134GBJ52 Market Value $2,996,970 Maturity 9/27/2019	$ 3,000,000.00	$ 3,000,000.00
F H L M C M T N 3134GBL83 Market Value $2,989,680 Maturity 3/27/2020	$ 3,000,000.00	$ 3,000,000.00
F N M A M T N 3136G4PP2 Market Value $2,988,450 Maturity 10/26/2020	$ 3,000,000.00	$ 3,000,000.00
Federal Home Loan Bks 3130ADFV9 Market Value $2,991,750 Maturity 1/29/2021	$ 2,967,420.00	$ 2,967,420.00
Federal Farm Credit Bks 3133EKFJ0 Market Value $5,800,000 Maturity 4/5/2021	$ 5,800,000.00	
F H L M C M T N 3134GTYP2 Market Value $1,991,420 Maturity 4/1/2022		$ 2,000,000.00
Federal Home Loan Bks 3130AGNX9 Market Value $5,800,000 Maturity 7/10/2023		$ 5,800,000.00
Federal Farm Credit Bks 3133EKFK7 Market Value $3,986,360 Maturity 7/5/2022	$ 4,000,000.00	$ 4,000,000.00
	$ -	$ -
	$ 26,840,227.19	$ 26,938,260.40
Total Funds Under Control of the City	$ 84,360,830.03	$ 80,645,538.85
Funds Under Control of Fiscal Agents:		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$ 1,518,929.80	$ 1,521,186.83
2005 Wastewater Project Fund Bond - 792143006	$ 3,272,532.41	$ 3,273,339.32
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$ 2,784,483.87	$ 2,788,621.44
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$ 7,674,689.63	$ 7,676,581.97
Restricted Project Funds Available	$ 15,250,635.71	$ 15,259,729.56
2015 Electric Revenue Bond-Escrow Fund - 277248000/262685001		
Wastewater System Improvement Project Fund Bond 1989 Escrow Account for AC 94627350- 792145000	$ -	$ -
Water System Improvement Project 1989 Escrow Acct AC 94627340 - 792146000	$ -	$ -
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	$ 2,428,543.76	$ 2,428,543.76
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-78958201	$ 40,030.94	$ 40,040.81
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-78958203	$ 186,605.21	$ 186,099.72
BUA Wastewater Enterprise Lease Revenue Bonds Series 2005 Reserve Fund - 7912143004	$ 523,623.18	$ 523,623.18
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund-277166004 Market Value	$ 2,205,497.50	$ 2,205,497.50
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Cost of Issuance - 277166006	$ -	$ -
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$ 19.89	$ 19.89
Bond Funds Held with Fiscal Agent - Restricted	$ 5,384,320.48	$ 5,383,824.86
Union Bank of California:		
CAISO - City of Banning XXXXX6994	$ 113,744.07	$ 113,955.32
City of Banning - XXXXX5920 - RPU	$ 767,383.53	$ 1,660,249.66
Funds Held with Fiscal Agent - Restricted	$ 881,127.60	$ 1,774,204.98
Total Funds Under Control of Fiscal Agents	$ 21,516,083.79	$ 22,417,759.40
Grand Total	$ 105,876,913.82	$ 103,063,298.25

Reserve Balances	
Description	Balance
RESTRICTED FUNDS	
Restricted Project Funds	$ 15,259,729.56
Bond Funds Held with Fiscal Agents	$ 5,383,824.86
CASIO - City of Banning 6731036994	$ 113,955.32
City of Banning - 6736305920 - RPU	$ 1,660,249.66
Customer Deposit Accounts	$ 1,673,277.91
Capital Facility Fees (Funds 400, 410,420, 421,430, 661, & 681)	$ 14,686,382.13
Parking Citations	$ 97,924.07
Airport	$ 242,127.45
CNG	$ 85,116.05
	$ 39,202,587.01
ASSIGNED FUNDS - SPECIFIC PURPOSE	
Workers Compensation - PERMA	$ 300,000.00
Capital Replacement	$ 1,500,000.00
Debt Service Payments	$ 7,169,200.65
	$ 8,969,200.65
COMMITTED FUNDS - SPECIFIC PURPOSE	
General Fund - Emergency Contingency 25% (Minimum req $1,500,000, Max 25% Operating Budget GF)	$ 4,785,065.00
	$ 4,785,065.00
AVAILABLE FUND BALANCE RESERVES	
Electric Rate Stabilization Fund	$ 6,797,759.00
Electric Operational Fund	$ 3,398,879.50
BUA Water Fund	$ 1,187,660.30
BUA Wastewater Fund	$ 383,798.10
Self Insurance Fund	$ 500,000.00
Designated, Unreserved	
Mining Tax Collected	$ 979,274.00
PEG Reserve	$ 133,104.35
Litigation Contingency	$ 179,189.00
Gas Tax & Police Reward	$ 189,325.00
CalPERS Liability	$ 500,000.00
Compensated Absences	$ 934,808.00
	$ 15,183,797.25
Operating Cash	
Balance Available for Daily Operations	$ 34,922,648.34
Less Amount held in investments	$ 26,938,260.40
Liquid Cash	$ 7,984,387.94
Grand Total	$ 103,063,298.25
UNRESTRICTED RESERVES	$ 34,922,648.34

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

Prepared by Suzanne Cook
Administrative Services Department / Finance

City of Banning
Report of Investments
July 2019

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Ratting	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	Pooled Investment	N/A	N/A	N/A	N/A	N/A	$ 41,655,254.95	2.379	100.17118	$ 41,726,560.00	60.7%
	Successor Agency	Pooled Investment	N/A	N/A	N/A	N/A	N/A	$ 0.23	0.000		0.23	0.0%
								$ 41,655,255.18			**$ 41,726,560.23**	**60.7%**
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	$ 215,750.40	1.770	100.000	$ 215,750.40	0.3%
	F N M A	US Government Issue	3135G0P49	AA+	Aaa	7/26/2018	8/28/2019	$ 2,955,090.00	1.000	99.910	$ 2,997,300.00	4.3%
	F H L M C M T N	US Government Issue	3134GBJ52	AA+	Aaa		9/27/2019	$ 3,000,000.00	1.500	99.899	$ 2,996,970.00	4.4%
	F H L M C M T N	US Government Issue	3134GBL83	AA+	Aaa		3/27/2020	$ 3,000,000.00	1.610	99.656	$ 2,989,680.00	4.4%
	F N M A M T N	US Government Issue	3136G4PP2	AA+	Aaa		10/26/2020	$ 3,000,000.00	1.760	99.615	$ 2,988,450.00	4.4%
	Federal Home Loan Bks	US Government Issue	3130ADFV9	AA+	Aaa	7/26/2018	1/29/2021	$ 2,967,420.00	2.260	99.725	$ 2,991,750.00	4.3%
	Federal Farm Credit Bks	US Government Issue	3133EKFK7	AA+	Aaa	4/5/2019	7/5/2022	$ 4,000,000.00	2.290	99.659	$ 3,986,360.00	5.8%
	F H L M C M T N	US Government Issue	3134GTYP2	AA+	Aaa	7/1/2019	4/1/2022	$ 2,000,000.00	2.010	99.571	$ 1,991,420.00	2.9%
	Federal Home Loan Bks	US Government Issue	313AGNX9	AA+	N/A	7/10/2019	7/10/2023	$ 5,800,000.00	2.200	100.000	$ 5,800,000.00	8.5%
								$ 26,938,260.40			**$ 26,957,680.40**	**39.3%**
Total Investments								**$ 68,593,515.58**			**$ 68,684,240.63**	**100.0%**

Prepared by: Suzanne Cook
Administrative Services Department / Finance

CALIFORNIA STATE TREASURER
FIONA MA, CPA

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
07/08/19	2.39	2.39	179
07/09/19	2.39	2.39	179
07/10/19	2.39	2.39	178
07/11/19	2.38	2.39	179
07/12/19	2.38	2.39	179
07/13/19	2.38	2.39	179
07/14/19	2.38	2.39	179
07/15/19	2.38	2.39	176
07/16/19	2.38	2.39	178
07/17/19	2.38	2.39	179
07/18/19	2.37	2.39	180
07/19/19	2.37	2.39	179
07/20/19	2.37	2.39	179
07/21/19	2.37	2.39	179
07/22/19	2.37	2.38	179
07/23/19	2.37	2.38	177
07/24/19	2.37	2.38	178
07/25/19	2.37	2.38	175
07/26/19	2.37	2.38	176
07/27/19	2.37	2.38	176
07/28/19	2.37	2.38	176
07/29/19	2.37	2.38	179
07/30/19	2.37	2.38	178
07/31/19	2.37	2.38	182
08/01/19	2.36	2.38	188
08/02/19	2.36	2.38	188
08/03/19	2.36	2.38	188
08/04/19	2.36	2.38	188
08/05/19	2.36	2.38	186
08/06/19	2.36	2.38	183
08/07/19	2.36	2.38	182

*Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Performance Report

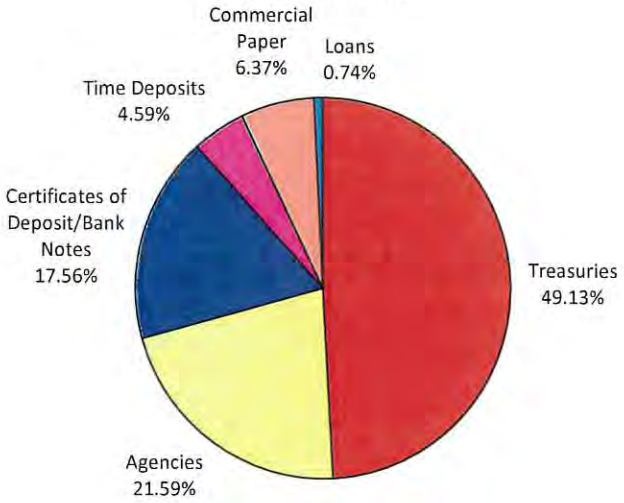
Quarter Ending 06/30/19

Apportionment Rate:	2.57
Earnings Ratio:	.00007028813234525
Fair Value Factor:	1.001711790
Daily:	2.39%
Quarter to Date:	2.44%
Average Life:	173

PMIA Average Monthly Effective Yields

July 2019	2.379
June 2019	2.428
May 2019	2.449

Pooled Money Investment Account Portfolio Composition 06/30/19 $105.7 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 08/07/2019

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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: **August 27, 2019**

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

RECOMMENDED ACTION:

This is informational only; receive and file report.

GOAL STATMENT:

The purpose of presenting the attached Public Works Capital Improvement Project (CIP) 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

Approved by:

Doug Schulze
City Manager

ATTACHMENTS:

1. CIP Status List

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	1 Month Look Ahead Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2014-03	Hargrave/Ramsey Street Intersection	Design	5/26/2015	8/10/2015	99%	PS& E are 100% complete. Right of way documents accepted by Council and recorded by County. Water Main Replacement Plan completed. SCE has completed their design and has submitted a relocation agreement	Working with SCE to substantiate costs for relocating SCE's poles.	Finalize relocation agreement with SCE.	City Council to accept relocation agreement. Bid project.	-	$ 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.	Right of way acquisition.	Right of way acquisition.	Complete right-of-way acquisition. Bid project.	-	$ 254,512
Streets	ATPL-5214(012)	ATP Bicycle/Pedestrians Safe Routes to School	Construction	4/23/2019	5/22/2019	80%	Project awarded on 4/23/19. PO issued and project kicked off. Surveying and staking completed. Portion of Ramsey widenning for the bike lane completed. Remove and replace ramps and sidewalk completed.	Backfill AC pavement slots adjacent to curb ramps. Construct stamp concrete. Cat track and remove conflicting striping. Install striping and signing for bike lanes; refresh existing striping; refresh existing red curbs and install new red curbs.	Final punch list items.	City Council acceptance of project and file of Notice of Completion with the County. Release of retention to the contractor.	10/1/19	$ 875,000
Streets	STPL 5214 (011)	Ramsey Street, from Hargrave St. to west of Hathaway St.	PS&E, Construction	-	-	100%	PS&E are 100% 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	STPL 5214 (011)	Ramsey Street, from Hargrave St. to west of Hathaway St.	Construction	-	-	-	Project bid out. Scheduled for award on 8/27/19					
Streets	2019-05	Street Rehabilitation at Various Locations	PS&E, Construction					Preparing PS&E and Bid Documents	Bidding		9/15/19	$ 1,500,000
Streets		Sun Lakes Blvd Extension	General Plan Amendment (IS/MND)	7/9/2019		-	Contract awarded	Processing purchase order	Project kick off			
Parks	2017-03	Lions Park Multi Purpose Fields	Design	7/11/2017	9/5/2017	100%	SWPPP, WQMP and Project Plans & Technical Specifications completed. Submitted a Statewide Park Development and Community Revitalization Program grant. Grant awards are expected to be announced December, 2019.				-	$ 77,798
Water	Part of 2014-03	Hargrave Waterline - Williams to Hoffer	Design	Part of Hargrave/Ramsey Intersection contract	5/16/2018	100%	100% PS&E	See project 2014-03			6/30/19	
Water	2018-02W	New Domestic Water Well C8	Design	9/10/2018	9/24/2018	15%	Evaluation of Water Resources in Cabazon Storage Unit; Technical Memo; Amendment to Complete a Well Siting Study; Reviewed Well Siting Study	Prepare Specifications for Rehab and Testing of Well M9	Finalize specs; Bid Well Rehab and Testing of Well M9	Award contract for Well M9 Rehab and Testing;	6/30/20	$ 671,296
Water	2018-07W	Altitude Valve for Southwest Reservoir	Construction	6/11/2019	7/10/2019	10%	Reviewed bid results. Council award. Contract Execution and Purchase Order. Kickoff meeting. Submittals Review	Submittals Review, including Potholing data	Revise design to fit field conditions	Procurement of long-lead-time items. Construction	12/31/19	$ 175,000
Water	2018-08W	Advanced Metering Infrastructure (AMI) Water Meter Conversion	Pilot Study	-	-	-	Installation of Meters and Collector (AMI Reader); configuration of meter reading software. Pilot study completed with successful results.	-	-	-	-	$ -
Water	2018-08W	Advanced Metering Infrastructure (AMI) Water Meter Conversion	Construction				Pilot Study	Council approval for the purchase of AMR meters and AMI equipment scheduled for 8/27	Process purchase order.	Order AMR meters and AMI equipment and begin installation.		$ 2,136,050
Wastewater	2018-03WW	Nitrogen Removal Feasibility Study	Planning	9/25/2018	10/4/2018	55%	Evaluation of Treatment Technologies. Workshop provided to City Council and public.	Assess Groundwater impacts; Capacity Assessment of Existing Plant	Additional Investigations, Sampling; Final Report and Recommendations	Salt and Nutrient Management Plan	10/31/19	$ 351,669
Water	2019-01W	Pelton Wheel and Well Repairs	Construction	12/11/2018	1/9/2019	65%	Removalof Equipment at Wells M4, M5, M8. Brushing and bailing of Well 9; sonar-jetting of Well 9; Well 9 pump break-down and inspection; Re-installation of Well 9 pump	Well MP-1 Repairs	Removal and Inspection of Pelton Wheel;	Repair of Pelton Wheel	9/30/19	$ 179,885
Wastewater	2019-04WW	Iron Sponge Media Replacement	Construction	3/26/2019	TBD	2%	Council Award; Contract and P.O.	Kickoff Meeting	Review Submittals	Replace Media; Project Closeout	10/31/19	$ 40,437
LMD	2017-12	Landscape Maintenance District No.1 Redesign	Design	-	7/10/2017	100%	Reviewed conceptual plans, Field work, staff provided RW Park Specs and current costs to the consultant.	Final review of plans.	Submit mylars for signature and final cost estimate.	TBD	6/1/19	$ 22,993
Buildings	2019-07	Design of Demolition and Parking Lot Improvements on San Gorgonio Avenue	Design	2/26/2019	4/25/2019	25%	Kickoff meeting, topo and boundary survey, county record research and parking lot layout concepts	Property record search for parcel merger, continue with design in preparation for first submittal. Utility research.	Property record search for parcel merger, continue with design in preparation for first submittal	First submittal for City review	12/1/19	$ 59,960

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

Category	Project #	Project	Phase	Council Award Date	Project Kickoff	% Completed	Tasks Completed	Current Tasks	1 Month Look Ahead Tasks	Future Tasks	Tentative Completion Date	Project Budget
Non-potable		Well NP-1	Design	N/A - Pardee Project	6/5/2018	25%	Conceptual Design; Well Rehab; Capacity Recommendation; Pipeline 60% Design, Site Layout	30% Design for Well	60% Design for Well; 100% Design for Pipeline	90% Design for Well; 100% PS&E; Environmental; Bid	12/31/19	DIF Credits, TBD
Non-potable		Irrigation Pipeline Phase 1 Segments B, D1 and D2	Redesign and Permitting	N/A - Pardee Project	6/5/2018	50%	Kickoff Meeting; Submitted Encroachment Permit to Caltrans; Re-design of Segment C (renamed Segment D due to new alignment); Survey; 60% Design	90% Design	100% Design	Finalize PS&E; Construction Bid	12/31/19	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-Sizing 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 Lions Park peak demands	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental;	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	12/31/19	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; Hydraulic Modeling	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; 30% Design	Phase 1 ESA; Site Acquisition	60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	12/31/19	DIF Credits, TBD
Water		Well C4 Generator	Design and Pre-Purchase	N/A - Pardee Project	3/26/2019	15%	Kickoff Meeting; Specifications and Site Layout	Bid the Pre-Purchase of Generator	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Construction Bid	3/31/20	DIF Credits, TBD
Wastewater		New Pump at Westward Lift Station	Design	N/A - Pardee Project	3/26/2019	90%	Kickoff Meeting; Preliminary Specs; Finalized Specs	Bid the Project	Award Contract	Complete Pump Replacement	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	Ramsey Street Force Main and Gravity Main Design	Identification of Existing Deficiencies; Survey and Utility Potholing; Preliminary Design for New Sewer Trunk Mains and Force Main; 60% Design; 90% Design; 100% PS&E; Construction Bid	12/31/19	DIF Credits, TBD

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution No. 2019-101, Approving the Third Amendment to the Contractual Services Agreement with Siemens Industry, Inc. for two additional years beginning September 1, 2019 and ending August 31, 2021 and increasing the agreement amount to establish a not to exceed budget of $25,000 for each year**

RECOMMENDED ACTION:

Adopt Resolution No. 2019-101:

1. Approving the Third Amendment to the Contractual Services Agreement with Siemens Industry, Inc. for two additional years beginning September 1, 2019 and ending August 31, 2021 and increasing the agreement amount to establish a not to exceed budget of $25,000 for each year.

2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Third Amendment to the Agreement with Siemens Industry, Inc.

3. Authorizing the City Manager or his designee to execute the Third Amendment to the Agreement with Siemens Industry, Inc.

4. Authorizing the Deputy City Clerk to certify to the adoption of this Resolution and shall cause the certified resolution to be filed in the book of original resolutions.

BACKGROUND:

The City of Banning owns traffic signals and related devices (e.g. signal controllers, poles and lights, video detection, loop detectors and battery backup systems) at the following locations:

- Ramsey Street and Hargrave Street
- Ramsey Street and Sunset Avenue
- Ramsey Street and 4th Street
- Ramsey Street and 8th Street
- Ramsey Street and 22nd Street
- Ramsey Street and San Gorgonio Avenue
- Ramsey Street and Highland Springs Avenue (50% shared with Beaumont)
- Wilson Street and Mountain Avenue
- Wilson Street and Highland Springs Avenue (50% shared with Beaumont)

In June of 2016, staff solicited proposals for annual traffic signal maintenance and repair services. Based on responses, in July of 2016, Siemens Industry, Inc. was awarded an agreement in the amount of $25,000 for the period beginning September 1, 2016 through August 31, 2017. Per the terms of the agreement, based on annual satisfactory review, the agreement included a renewal option which included extending the agreement four (4) additional single year periods in the amount not to exceed $25,000 for each additional option year. During the first term of the agreement, an approximate amount of $15,354.46 was exhausted. This was the first year of a possible five-year agreement.

Following a satisfactory performance review of the services provided during the first year, the First Amendment was executed extending the term through August 31, 2018 and establishing a budget of $25,000 for the additional period. This was the second year of a possible five-year agreement. During the second year of the agreement, an approximate amount of $20,984.86 was exhausted.

Upon completion of the second year, services were once again evaluated and determined satisfactory; therefore; the Second Amendment was processed extending the term to August 31, 2019 which included establishing a budget not to exceed $25,000 for the additional period. This represents the third year of a possible five-year agreement. During the Second Amendment, to date an estimated amount of $19,706.27 has been exhausted. This figure does not include maintenance expenses for July and August of this contract term as these amounts are not known at this time. To date, the agreement aggregate beginning September 1, 2016 to current is $56,045.59.

Per the existing agreement, two (2) additional years in the amount of $25,000 for each option year remains. Staff determined that Siemens Industry, Inc. continues to provide satisfactory services; therefore, respectfully requests the approval of City Council to extend the term of the agreement for the remaining two (2) years and establishing a budget of $25,000 for each year.

If approved, this agreement will be valid for a total of five years with services ending August 31, 2021. Upon completion of the extended term, staff will solicit proposals for future services.

JUSTIFICATION:

For the safety of the public the traffic signals must be inspected and maintained on a regular basis. The Public Works Department does not have the required staff needed to provide traffic signal inspection and maintenance services; therefore, it is necessary to retain a service provider.

Currently, Siemens Industry, Inc. provides the City with an acceptable level of service at affordable rates; therefore, staff recommends the approval of the Third Amendment. If approved, the Third Amendment will extend the term to August 31, 2021 and establish a not to exceed budget in the amount of $25,000 per option year.

FISCAL IMPACT:

The proposed Third Amendment will be funded by the Street Division Operational Budget, Account No. 100-4900-431.30-09 (Repair/Maintenance Traffic Signals) in an amount not to exceed $25,000 for each option year.

ALTERNATIVES:

Do not approve as presented and discontinue services. Staff would proceed with a new RFP to obtain the required services. With this option, there would be an interruption in services.

ATTACHMENTS:

1. Resolution No. 2019-101
2. Request for Proposals (RFP) dated June 27, 2016
3. Draft Third Amendment

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-__

RESOLUTION 2019-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY, INC. FOR TWO ADDITIONAL YEARS BEGINNING SEPTEMBER 1, 2019 AND ENDING AUGUST 31, 2021 AND INCREASING THE AGREEMENT AMOUNT TO ESTABLISH A NOT TO EXCEED BUDGET OF $25,000 FOR EACH YEAR

WHEREAS, the City of Banning owns and maintains nine (9) traffic signals and related devices (e.g. signal controllers, poles and lights, video detection, loop detectors and battery backup systems); and

WHEREAS, in June of 2016, staff solicited proposals for annual traffic signal maintenance and repair services and based on responses, in July of 2016, Siemens Industry, Inc. was awarded an agreement in an amount not to exceed $25,000 for the period beginning September 1, 2016 through August 31, 2017; and

WHEREAS, per the terms of the agreement, based on annual satisfactory review, a renewal option is available allowing for the extension of the agreement for four (4) additional single year periods in the amount not to exceed $25,000 for each additional year; and

WHEREAS, a First Amendment was executed extending the term through August 31, 2018 and establishing a budget of $25,000 for the option period; and

WHEREAS, the Second Amendment was processed extending the term to August 31, 2019 which included establishing a budget not to exceed $25,000 for the option period; and

WHEREAS, on August 27, 2019, City Council approved an extension of the agreement through August 31, 2021 including the increase of compensation not to exceed $25,000 for each option year; and

WHEREAS, the Third Amendment will be funded by the Street Division Operational Budget, Account No. 100-4900-431.30-09 (Repair/Maintenance Traffic Signals) in an amount not to exceed $25,000 for each year.

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-XX, approving the Third Amendment to the Contractual Services Agreement with Siemens Industry, Inc for two additional services years beginning September 1, 2019 and ending August 31, 2021 and increasing the agreement amount not to exceed $25,000 per year.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. Accordingly, the City Council hereby authorizes and directs the City Manager or his designee to execute the Third Amendment to the Agreement.

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 27th day of August, 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 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Request for Proposals (RFP) dated June 27, 2016

Request for Proposals (RFP)
for
Traffic Signal Annual
Maintenance & Repair Services

Responses Due:
City of Banning
Public Works Department
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130

Public Works Department
June 27, 2016

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1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified firms to provide maintenance and repair services for nine (9) traffic signals throughout the City of Banning including two (2) signals that are shared with the neighboring City of Beaumont. The City is considering awarding a contract to begin on or about September 1, 2016, for a term of ten (10) months with the option to renew the contract for four (4) additional single year periods upon satisfactory annual review and approval. In addition to maintenance and repair services, a traffic signal asset inventory assessment is required.

1.2 BACKGROUND INFORMATION

The City was incorporated in 1913 and is a growing residential community in west-central Riverside County. The City is a full services General Law City responsible for operating nine (9) traffic signals throughout the City located at the following intersections:

- Ramsey Street & Hargrave Street
- Ramsey Street & Sunset Avenue
- Ramsey Street & 4th Street
- Ramsey Street & 8th Street
- Ramsey Street & 22nd Street
- Ramsey Street & San Gorgonio Avenue
- Ramsey Street & Highland Springs Avenue (50% Shared)
- Wilson Street & Mountain Avenue
- Wilson Street & Highland Springs Avenue (50% Shared)

In addition to maintaining and repairing traffic signals at the above intersections, it is necessary for the City to obtain a traffic signal asset inventory assessment for all existing traffic signal equipment.

2.0 SCOPE OF WORK

The Scope of Work for these services includes routine monthly traffic signal maintenance services with call-outs and repairs occurring on an as needed basis. In addition, the contractor is required to prepare a traffic signal asset inventory assessment. The Contractor shall furnish all labor, tools, materials, and equipment to provide traffic signal monthly maintenance. All work shall be done in a thorough and workmanlike manner to

the satisfaction of the Director of Public Works/City Engineer and comply will all Federal, State and local regulations. It is the responsibility of the Contractor to ensure the compliance of the City. All work shall not be considered complete until verified by the Director of Public Works/City Engineer or his designee.

2.1 ROUTINE MONTHLY MAINTENANCE SERVICES

A. The Contractor shall have the duty to provide daily/monthly complete traffic signal repair/maintenance reports for all intersection listed herein.

B. The Contractor shall perform a monthly maintenance inspection, during daylight hours, of all traffic signals. Such inspection shall be both visual and operational and shall include, but not limited to, the operation of all traffic signal related equipment.

C. When additional traffic signals are accepted by the City, the City and Contractor shall negotiate a fair and reasonable cost to compensate the Contractor for new assigned work.

D. Invoicing for the monthly maintenance of traffic signals shall be submitted on a monthly basis.

E. The Contractor shall maintain all traffic signal systems, at no additional cost to the City, in such a way as to:

1. Guarantee proper coverage and full working capability.
2. Make whatever adjustments may be necessary to prevent equipment malfunctions.

F. Replacement of traffic signal components shall be with originally installed materials of the same size and quality. Substitutions must be approved by the City Engineer in writing prior to installation.

2.2 CALL-OUTS AND REPAIRS ON AN AS NEEDED BASIS

A. Contractor shall establish a budget for each call-out/repair services on an as needed basis based on time and rates of the personnel performing the sub-tasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at the completion of the services, then the phases of the performance and percentage of payment due shall be provided as a project proposal to the Director of Public Works/City Engineer or his designee for approval.

B. All traffic signal repairs, unless in an emergency repair situation, shall be approved by the Director of Public Works/City Engineer prior to the commencement of work. In non-emergency situations, the City will respond or give approval within a reasonable time, prior to the Contractor performing any work.

C. Contractor shall provide all proper documentation for purchases and labor on a monthly repairs and call-outs basis. Expenditures will be recorded and reimbursed by the City on a monthly basis.

D. The contractor shall furnish all labor, tools, materials, and equipment to provide traffic signal repair services.

E. The Contractor shall be available Twenty-Four (24) hours per day, Seven (7) days per week to respond to all emergencies call-outs and repairs within two (2) hours of notification.

F. The Contractor shall provide a proposed list of repairs to the Director of Public Works or his designee for approval prior to the commencement of any work.

2.3 TRAFFIC SIGNAL ASSET INVENTORY ASSESSMENT

Contractor shall conduct an inventory assessment of all traffic signals and equipment to the City. The assessment shall identify existing traffic signals and equipment creating an asset management plan for the City which shall include an equipment replacement plan, life expectancy, provide equipment recommendations and cost estimates. This assessment shall be updated throughout the contract period, as necessary, to maintain current information.

2.4 INSPECTIONS

A. The City shall inspect the work of the Contractor to insure adequacy of maintenance and methods of performing the work are in compliance with the contract. This shall not relieve the Contractor of any duty. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in a manner agreed upon the Director of Public Works/City Engineer and Contractor.

B. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any unsafe circumstances, as well as, any unsafe practices. The Director of Public Works/City Engineer shall be notified immediately of any unsafe condition that requires correction.

C. The Contractor shall inspect all work sites for hazards, or potential hazards on a monthly basis.

D. During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions found, and the action taken.

E. The Contractor shall cooperate fully with the City of Banning in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the City Engineer within five (5) days following the occurrence.

F. The Contractor shall file a monthly statement with the City Engineer reporting all system malfunctions, damage and obstructions, noting when corrective action was taken and certifying that all traffic signal systems are functioning properly.

G. The Contractor shall inspect the operation of the traffic signal system monthly for any malfunctions. In addition to regular testing, all traffic signal systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

2.5 ADDITIONAL WORK

A. The Director of Public Works/City Engineer may authorize the Contractor to perform additional work. Additional work shall be defined as work not included as part of these specifications with exception to additional traffic signals that may be added.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials cost. No work shall commence without written authorization from the Director of Public Works/City Engineer, or his designee. In the event that conditions exist where there is imminent danger of injury to the public or damage to property, the Director of Public Works/City Engineer may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate to the City Engineer for written approval.

C. The cost estimate for additional work shall consist of the following element:

   a. Wholesale cost of materials including sales tax plus a maximum ten percent (10%).

   b. Base cost of labor plus a maximum of fifteen percent (15%)

D. All additional work shall commence on the specified date established and shall diligently proceed until completion.

E. Upon completion of the additional work, the Director of Public Works/City Engineer or his designee shall be notified so that the work may be verified.

F. The Contractor shall submit an invoice for compensation which shall not exceed the written estimate. The contractor's invoice shall be subject to audit and review by the City prior to payment.

G. The City of Banning reserves the right to repair and/or contract with a third party to perform such additional work.

2.6 SAFETY

A. The Contractor shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment,

machines and materials or other hazards consequential or related to the work. The Contractor shall have sole responsibility for complying with all local, County, State or other legal requirements.

B. The Director of Public Works /City Engineer or his designee, reserves the right to issue restraint, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

C. The Contractor shall conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Director of Public Works/City Engineer or his designee.

2.7 WORK SCHEDULE

A. The Contractor shall accomplish all normal traffic signal maintenance required under this contract between the hours of 7:00 AM and 6:00 PM, Monday through Friday. The Public Works Director/City Engineer may grant, on an individual basis, permission to perform contract maintenance during other hours. No maintenance functions that generate excess noise, which would cause annoyance to residents, shall commence before 8:00 AM. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract, and submit such schedule to the Director of Public Works/City Engineer for approval.

B. Within ten (10) days after the start of the maintenance contract, the Contractor shall submit to the City Engineer weekly detailed job schedule, names and titles of all persons working on the project. Materials to be used on any site shall be approved by the City Engineer or his representative. The Director of Public Works/City Engineer shall be notified within five (5) working days of any deviation from this schedule or material usage.

C. The Contractor shall maintain and keep current a report form that records all on-going, seasonal, and additional work maintenance functions performed on a daily basis by the Contractor's personnel. Said report shall be in a form and content acceptable to the Director of Public Works/City Engineer and shall be submitted to the City of Banning, Public Works Department. The monthly payment will not be made until such report is received by the Director of Public Works/City Engineer.

2.8 TRAFFIC SIGNAL CONTROLLER BOOK

A. Contractor shall furnish and maintain a controller logbook inside each controller cabinet in a waterproof packet.

B. A controller schedule for each controller shall be submitted to the Director of Public Works City Engineer for review and approval within two (2) weeks after the start date of the Maintenance Contract.

C. This controller schedule shall be entered into the logbook upon approval. An entry shall be made in the logbook each time a controller program is checked, or a setting is changed.

D. All changes in the controller schedule shall be submitted and approved by the City Engineer prior to implementation of the requested change.

E. The log book shall record the date of the controller program check or change, the results of the program check or reasons for a program change, and the name and initials of the person responsible for the check or change.

F. Upon completion or termination of the Contract Agreement, the logbook shall become the property of the City of Banning.

2.9 EMERGENCY CALLS

A. The Contractor shall have the capability to receive and shall respond immediately to calls of an emergency nature Twenty-Four (24) hours per day, Three Hundred Sixty-Five (365) days per week. Emergency calls shall be determined by the City. The City Manager, Assistant City Manager, Director of Public Works/City Engineer, Police Chief or Public Works Superintendent are designated authorized City employees that are designated to classify a situation/repair as an emergency.

B. If the Contractor cannot be reached within two (2) hours the City will deduct from the monthly billing the cost of City forces, or other sources used to address the situation and make repairs.

2.10 COMPENSATION

Contractor to submit Bid Schedule attached as Exhibit "A" and provide a rate schedule for call-outs and repair services including technician, equipment and material rates.

3.0 CONTRACTOR QUALIFICATIONS

3.1 QUALIFICATIONS AND UNDERSTANDING

Each Contractor must provide the following information about their company so the City can evaluate the Contractor's stability and ability to support the commitments set forth in response to the RFP. It is imperative the Contractor's proposal fully address all aspects of the RFP providing a detailed scope of services and specialties that reflects the firm's understanding of the City's requirements. The proposal must provide the City Staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements.

The Contractor shall outline their company's (or team's) background, including:

- How long the company has been in business, plus a brief description of the company history, size and organization.
- Contractor qualifications to complete the scope of services and a statement of understanding of the work involved to complete this assignment.
- The location of the firm's office(s) and the location of the primary staff to be assigned to this contract.

3.2 PROJECT TEAM

Each Contractor must provide the following information about their project team.

- The proposal shall identify the principal and support staff to be assigned to the City and staff's qualifications, training, and certifications to perform services.
- Identify and list key individuals proposed for the project team. Describe the responsibilities of the individuals and extent of involvement with the project.
- All key personnel listed should have current names, titles and telephone numbers and be listed on at least one of the supplied client references who are familiar with work performed by the individual in a similar capacity. References will be contacted as part of the selection process.

3.3 REFERENCES

The Contractor shall supply a <u>minimum of 3 references</u> from agencies with projects of similar nature. Each reference shall contain:

- Client name and contact information
- Project description
- Role of key project team members.
-

4.0 <u>PROPOSAL SUBMISSION AND REQUIREMENTS</u>

4.1 RFP TIME SCHEDULE

• Request for Proposal Available	Mon., June 27, 2016
• Request for Information Deadline	Wed., July 7, 2016
• Proposals Due by 4:00 p.m.	Thurs., July 14, 2016
• Final Selection (Tentative)	Tues., August 23, 2016
• Notice to Proceed (Tentative)	Fri., Sept, 30, 2016

4.2 NUMBER OF COPIES AND DELIVERY

Four (4) hardcopies and one (1) electronic on a USB flash drive of the proposal shall be submitted to the following address:

City of Banning
City Clerk's Office
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220

No late, emailed, or faxed proposal will be accepted.

The proposal title, Contractor's name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Thursday, July 14, 2016 at 4:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the scope of work shall be submitted to Holly Stuart, Management Analyst at the address above or via e-mail at hstuart@ci.banning.ca.us.

4.3 FORMAT AND CONTENT

Proposals shall be printed on 8 ½" X 11" paper, single sided in a 10 point Arial font and be limited to 25 pages excluding the cover letter, resumes and any appended information.

Proposals should address the following items in order of appearance:

Cover letter

The cover letter shall be provided which explains the firm's interest. The letter shall contain name/address/phone number of the person who will serve as the primary contact person.

Qualifications of Firm/Project Team

Provide names, titles and responsibilities of key personnel who will be responsible for the management of the services. Include qualifications, resumes, experience of each, and length of time with the firm.

References

Give at least three (3) references for services and projects of similar nature, including at least three (3) references for projects completed during the past five years. Include the name and organization, a brief summary of the work and general outcome and the name and telephone number of a responsible contact person.

Fee Proposal: One set in a separate sealed envelope

The Fee Schedule in a separate envelope shall be broken down as follows:

- Responding firms shall provide a fee proposal listing hourly billing rates for each technique class, in addition to, clerical and administrative support services. Indicate increment of billing time associated with billing by hourly rate.

- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, reimbursable rates, etc., shall be included in the proposal and its "Not to Exceed" Fee schedule. Proposals should be prepared in a straight forward manner.
- A "Not to Exceed" fee for all services. Man-hours and billing rates per classification of personnel will be indicated for each task and/or subtask.
- Provide a complete list of costs per task and/or subtask and a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal.
- A current hourly Fee Schedule for Fiscal Year 2016/2017 and classification of personnel for the firm, along with the type of work they and any Sub-Contractors will perform, is also required.
- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, etc., shall be included in the proposal and its "Not to Exceed" Fee schedule. Proposals should be prepared in a straight forward manner.

4.4 PROPOSAL EVALUATION

Proposals may be evaluated based on the following criteria:

- Responsiveness to the RFP.
- Contractor qualifications, project understanding, and overall experience.
- Results of reference checks.
- Proposal Fee.

5.0 CONTRACT REQUIREMENTS AND SUBMITTALS

5.1 CITY OF BANNING REQUIREMENTS

The Contract may be presented to Council for approval. Please provide a copy of the attached City agreement to your legal team and insurance provider, if you are selected for Final Evaluation. This will expedite the process. A purchase order will not be granted until the contract is signed and all insurance requirements are satisfied.

ATTACHMENT A
BID SCHEDULE – TRAFFIC SIGNAL ANNUAL MAINTENANCE AND REPAIR SERVICES

ITEM NO	DESCRIPTION OF ITEM	MONTHLY UNIT PRICE	ANNUAL PRICE
1.	Ramsey Street & Hargrave Street Routine Monthly Maintenance Services		
2.	Ramsey Street & Sunset Avenue Routine Monthly Maintenance Services		
3.	Ramsey Street & 4th Street Routine Monthly Maintenance Services		
4.	Ramsey Street & 8th Street Routine Monthly Maintenance Services		
5.	Ramsey Street & 22nd Street Routine Monthly Maintenance Services		
6.	Ramsey Street & San Gorgonio Avenue Routine Monthly Maintenance Services		
7.	Ramsey Street & Highland Springs Avenue Routine Monthly Maintenance Services**		
8.	Wilson Street & Mountain Avenue Routine Monthly Maintenance Services		
9.	Wilson Street & Highland Springs Avenue Routine Monthly Maintenance Services**		
10.	Traffic Signal Asset Inventory Assessment	N/A	

TOTAL BID AMOUNT IN FIGURES - SCHEDULE $_____

TOTAL BID AMOUNT IN WORDS – SCHEDULE I: _____

(**Bidder shall provide price for monthly maintenance; however, this location is a shared expense with the neighboring City of Beaumont. The City of Banning will fund 50% of the costs associated with the location and the City of Beaumont will fund 50% of the costs)

ATTACHMENT B

INSURANCE REQUIREMENTS

SAMPLE CITY AGREEMENT

The City of Banning will require the following to approve insurance for your contract:

1) Limits of insurance:

   (a) General Liability insurance with limits of not less than $1,000,000 for bodily injury and property damage; $1,000,000 for personal and advertising injury; $2,000,000 products and completed operations aggregate and $2,000,000 general aggregate
   (b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage
   (c) Professional Liability insurance with limits of liability of not less than $1,000,000 per claim/occurrence and $2,000,000 aggregate **(only required if contract involves the rendering of a professional service)**
   (d) Workers' Compensation insurance as required by law
   (e) Employer's Liability insurance with limits of liability of not less than $1,000,000, each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit

2) Certificate holder should appear as follows:

   City of Banning
   Attn: **(insert name of contract person)**
   99 E. Ramsey Street
   Banning, CA 92220-4837

3) The certificate of insurance should read "The City of Banning, its officers, officials, employees and agents are additional insured as respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance as respects to the City of Banning, its officers, officials, employees and agents.

4) Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance **(including ongoing operations and completed operations)**. The additional insured should read, "The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis".

5) Additional insured endorsement for Auto Liability insurance. The additional insured should read, "The City of Banning, its officers, officials, employees and agents."

6) Waiver of subrogation endorsement for Workers' Compensation insurance should read, "the City of Banning, its officers, officials, employees and agents."

7) The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

Should you have any questions with respect to the foregoing, please do not hesitate in contacting Pam D'Spain at pdspain@ci.banning.ca.us or (951)-922-3126.

Thank you.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN THE CITY OF BANNING AND

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ___ day of _____, 2016 by and between the City of Banning, a general law city ("City") and _____.("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a request for proposals or invitation for bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, 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 and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor 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. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor 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 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work in Contractor's bid proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contractor's bid proposal and/or this Agreement, the terms of this Agreement shall govern. The Contractor's bid proposal shall be escrowed with a neutral third party mutually agreed upon by the parties.

1.3 Compliance with Law.

Contractor 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.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in

Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.6 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and

guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations ("DIR"), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, 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 Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the

Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 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 Contractor 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 _____(the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention;, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3. City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction

and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

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.

Contractor 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 Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, 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 Contractor 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 shall extend the time for performance in accordance with the procedures set forth in Section 1.10. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of

any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor 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 Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor 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 Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor 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 Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor 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 Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or

services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will

hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.4 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

5.6 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies, certified copies of accurate payroll records

in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing the public access to the books and records if a public request for such records is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor 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. Contractor 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, Contractor agrees that if Contractor 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 Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials hereby deemed "works made for hire" for the City. .

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor 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 County.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor is in default, the

City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor 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 Contractor'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.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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 Contractor 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, Contractor must file a claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____N/A_____ ($_____) 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 Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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 Contractor.

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other

necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor 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 Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor 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, 99 East Ramsey Street, City of Banning, California 92220 and in the case of the Contractor, 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. All correspondence relating to this Agreement shall be serialized consecutively.

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 Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING

_____
Michael Rock, City Manager

ATTEST:

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David J. Aleshire, City Attorney

CONTRACTOR:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

_____

_____

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following services including all labor, tools, equipment and materials necessary to perform the specified for the City properties specified in Exhibit "C" beginning _____ and ending _____:

A.
B.
C.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

VI. The following provisions of the Agreement are revised as shown below.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks beginning _____ and ending _____:

	LOCATION	QTY	MONTHLY RATE	TOTAL
A.				
B.				
C.				
D.				
E.				
	Total			

II. Payments will be made based upon the satisfactory completion of the task.

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 2.3.

IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $_____, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

II. Contractor shall deliver the following tangible work products to the City by the following dates.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

ATTACHMENT 3
Draft Third Amendment

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00013) FOR TRAFFIC SIGNAL MONTHLY INSPECTIONS AND MAINTENANCE SERVICES BY AND BETWEEN CITY OF BANNING AND SIEMENS MOBILITY, INC.

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR TRAFFIC SIGNAL MONTHLY INSPECTIONS AND MAINTENANCE SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **SIEMENS MOBILITY, INC.**, a Delaware Corporation ("Consultant") is effective as of _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 1, 2016 ("Agreement") whereby Consultant agreed to perform Traffic Signal Monthly inspections and Maintenance Services for an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00). Pursuant to Section 7, City had the option to renew the Agreement for an additional 4 terms of 1 year each. The contract sum for each option to extend is Twenty-Five Thousand Dollars ($25,000.00).

B. On September 1, 2017, City and Consultant executed Amendment No. 1, which authorized the exercise of the first option to renew the Agreement for an additional one-year term, ending on August 31, 2018, and the increase in compensation for services provided under the Agreement for an additional Twenty-Five Thousand Dollars ($25,000.00).

C. On September 1, 2018, City and Consultant executed Amendment No. 2, which authorized the exercise of the second option to renew the Agreement for an additional one-year term, ending on August 31, 2019, and the increase in compensation for services provided under the Agreement Twenty-Five Thousand Dollars ($25,000.00).

D. City and Consultant now desire to amend the Agreement in accordance with this Amendment No. 3 to exercise the third option to renew the Agreement for an additional one-year term, ending on August 31, 2020, and to include additional compensation for the extended contract term in an amount of Twenty-Five Thousand Dollars ($25,000.00).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

   (a) Section 1-C of the Agreement is amended to provide that Consultant's total compensation for the period from August 31, 2019 through August 31, 2020 Twenty-Five Thousand Dollars ($25,000.0) for a new total contract amount of One Hundred Thousand Dollars ($100,000.00).

(b) Section 7 – "Term" of the agreement is hereby amended to extend the Agreement term to August 31, 2020.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Professional Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of tie or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority**. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Daryl Betancur, Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

NAME: DATE
TITLE:

NAME: DATE
TITLE:

Tax ID No.

Two signatures are required if a corporation

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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:	**August 27th, 2019**
SUBJECT:	**Police Department Statistics for June and July 2019**

RECOMMENDED ACTION:

Receive and File June and July 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. June 2019 Statistics
2. July 2019 Statistics

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

BANNING POLICE DEPARTMENT
JUNE, 2019

CRIME	Jun-19	Jun-18	% CHGE	YTD-19	YTD-18	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	1	2	-50%
Rape	2	3	-33%	10	14	-29%
Robbery	2	2	0%	12	13	-8%
Assaults Agg/Simp	41	20	105%	122	127	-4%
Burglary	13	26	-50%	73	112	-35%
Vehicle Theft	11	6	83%	78	54	44%
Larceny	21	17	24%	94	118	-20%
OTHER						
Narcotics	7	14	-50%	49	154	-68%
DUI	2	2	0%	12	14	-14%
T/C Non-Injury	18	16	13%	117	114	3%
T/C Injury	5	4	25%	27	28	-4%
T/C Fatal	0	0	0%	1	2	-50%
Citations	95	279	-66%	979	1503	-35%
Total Incidents	2855	3001	-5%	16325	18114	-10%

ATTACHMENT 2

BANNING POLICE DEPARTMENT
JULY, 2019

CRIME	Jul-19	Jul-18	% CHGE	YTD-19	YTD-18	% CHGE
PART 1 CRIMES						
Homicide	0	1	-100%	1	3	-67%
Rape	0	0	0%	10	14	-29%
Robbery	2	2	0%	14	15	-7%
Assaults Agg/Simp	25	42	-40%	147	169	-13%
Burglary	22	21	5%	95	133	-29%
Vehicle Theft	18	7	0%	96	61	57%
Larceny	22	18	22%	116	136	-15%
OTHER						
Narcotics	18	22	-18%	67	176	-62%
DUI	2	1	100%	14	15	-7%
T/C Non-Injury	15	13	15%	132	127	4%
T/C Injury	8	3	167%	35	31	13%
T/C Fatal	0	0	0%	1	2	-50%
Citations	181	287	-37%	1160	1790	-35%
Total Incidents	3145	3505	-10%	19470	21619	-10%

CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Chief Todd Hopkins**
PREPARED BY:	**Laurie Sampson, Executive Assistant**
MEETING DATE:	**August 27, 2019**
SUBJECT:	**Receive and File Fire Department Statistics for June and July 2019**

RECOMMENDED ACTION:

Receive and file Fire Department statistics for June and July 2019.

BACKGROUND:

The Fire department provides statistics to the public and City Council upon request.

JUSTIFICATION:

N/A

FISCAL IMPACT:

None

OPTIONS:

1. Receive and File

ATTACHMENTS:

1. Fire Statistics for June 2019
2. Fire Statistics for July 2019

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

Fire Department Statistics
June 2019

CAL FIRE/Riverside County Fire Department

Unit Response Statistics *

*The numbers provided on this report are actual Unit Responses and not Incident Counts. To obtain Incident Counts use the Incident Report.

Shawn C. Newman

Fire Chief

8/9/2019

Report Provided By: Riverside County Fire Department

Communications and Technology Division

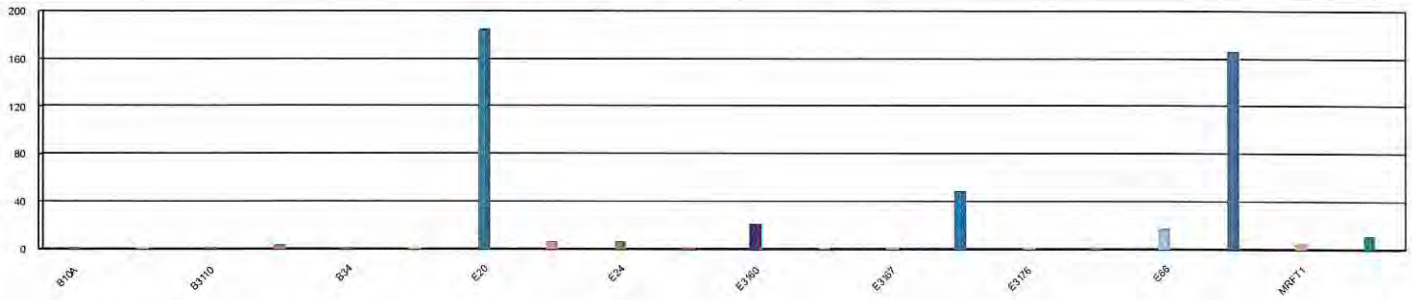
GIS Section

Please refer to Map and Unit Responses by Battalion, Station, and Jurisdiction

Incidents Reported for the month of June,2019 and City of Banning and Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)

*Incidents are shown based on the units that responded.

Unit Response Activity



False Alarm	47
Haz Mat	1
Medical	362
Other Fire	3
Public Service Assist	11
Ringing Alarm	2
Standby	5
Traffic Collision	34
Wildland Fire	12
Incident Total:	**477**
Transport Total:	**19**
Dry Runs:	**458**

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	Average	% 0 to 5 min
328	136	4.5	68.8%

***CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.**

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

*Incidents are shown based on the units that responded.

Unit Responses by Battalion, Station and Jurisdiction

		False Alarm	Haz Mat	Medical	Other Fire	Public Service Assist	Ringing Alarm	Standby	Traffic Collision	Wildland Fire	Total
City of Banning	B10A	0	0	0	0	0	0	0	1	0	1
	B12B	0	0	0	0	0	0	0	0	1	1
	B3110	0	0	0	0	0	0	0	0	1	1
	B3116	2	0	0	0	0	0	0	1	0	3
	B34	1	0	0	0	0	0	0	0	0	1
	B9B	0	0	0	0	0	0	0	1	0	1
	E20	12	1	154	0	3	1	2	10	1	184
	E22	1	0	4	0	0	0	0	0	1	6
	E24	0	0	3	0	0	0	0	3	0	6
	E26	0	0	1	0	0	0	0	0	0	1
	E3160	4	0	13	0	0	0	0	3	1	21
	E3166	0	0	1	0	0	0	0	0	0	1
	E3167	0	0	0	0	0	0	0	0	1	1
	E3170	10	0	29	0	3	1	0	5	1	49
	E3176	0	0	1	0	0	0	0	0	0	1
	E33	0	0	1	0	0	0	0	0	0	1
	E66	2	0	10	0	2	0	0	2	1	17
	E89	14	0	134	3	2	0	3	6	4	166
	MRFT1	0	0	2	0	0	0	0	2	0	4
	MS66	1	0	9	0	1	0	0	0	0	11
Grand Total		47	1	363	3	11	2	5	34	12	477

Unit Transports

		Total
City of Banning	E20	7
	E66	1
	E89	11
	Sub Total	19
Grand Total		19

*The numbers provided on this report may reflect multiple unit responses to a single incident.

Last Updated 8/9/2019 3:

*Incidents are shown based on the units that responded.

Unit Medical Responses by Definition (Continued)

			Continued Medical	
			Medical Diff Breathing	Medical Fall
City of Banning	Station 20 Beaumont	E20	5	6
		E3160	0	1
		E3166	0	1
		E3170	0	2
		E89	0	1
		MS66	0	1
		Total	5	12
	Station 89 Banning	E20	0	2
		E89	6	3
		Total	6	5
Grand Total			11	17

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

*Incidents are shown based on the units that responded.

Unit Medical Responses by Definition (Continued)

Unit Responses by Jurisdiction

		False Alarm	Haz Mat	Medical	Other Fire	Public Service Assist	Ringing Alarm	Standby	Traffic Collision	Wildland Fire	Total
City of Banning	B10A	0	0	0	0	0	0	0	1	0	1
	B12B	0	0	0	0	0	0	0	0	1	1
	B3110	0	0	0	0	0	0	0	0	1	1
	B3116	2	0	0	0	0	0	0	1	0	3
	B34	1	0	0	0	0	0	0	0	0	1
	B9B	0	0	0	0	0	0	0	1	0	1
	E20	12	1	154	0	3	1	2	10	1	184
	E22	1	0	4	0	0	0	0	0	1	6
	E24	0	0	3	0	0	0	0	3	0	6
	E26	0	0	1	0	0	0	0	0	0	1
	E3160	4	0	13	0	0	0	0	3	1	21
	E3166	0	0	1	0	0	0	0	0	0	1
	E3167	0	0	0	0	0	0	0	0	1	1
	E3170	10	0	29	0	3	1	0	5	1	49
	E3176	0	0	1	0	0	0	0	0	0	1
	E33	0	0	1	0	0	0	0	0	0	1
	E66	2	0	10	0	2	0	0	2	1	17
	E89	14	0	134	3	2	0	3	6	4	166
	MRFT1	0	0	2	0	0	0	0	2	0	4
	MS66	1	0	9	0	1	0	0	0	0	11
	Sub Total	47	1	362	3	11	2	5	34	12	477
Grand Total		47	1	362	3	11	2	5	34	12	477

*The numbers provided on this report may reflect multiple unit responses to a single incident.

Last Updated 8/9/2019 3:

*Incidents are shown based on the units that responded.

Unit Responses by Supervisorial District - Summary

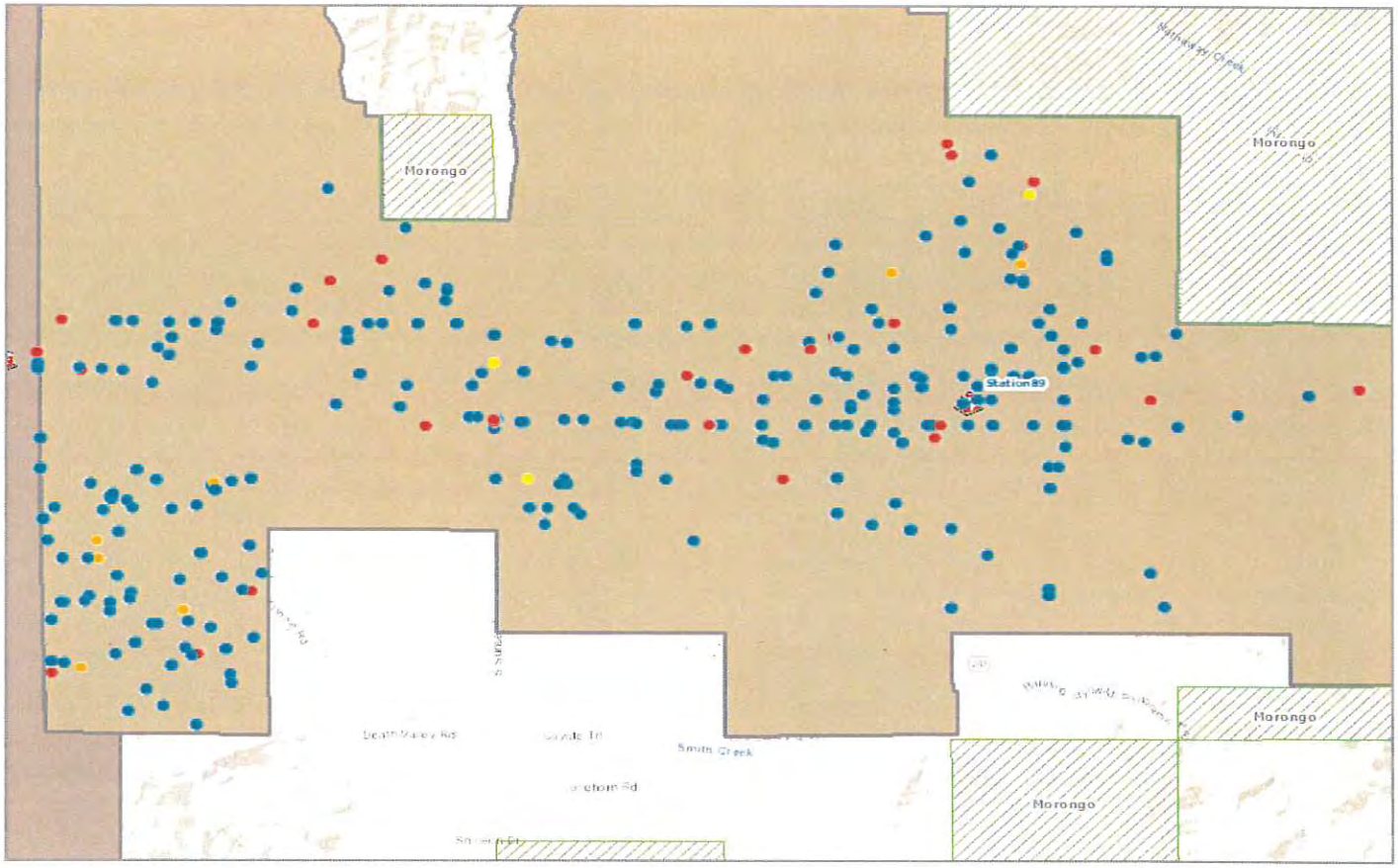
		False Alarm	Haz Mat	Medical	Other Fire	Public Service Assist	Ringing Alarm	Standby	Traffic Collision	Wildland Fire	Total
District 5 JEFF HEWITT	City of Banning	47	1	362	3	11	2	5	34	12	477
	Total	47	1	362	3	11	2	5	34	12	477
Grand Total		47	1	362	3	11	2	5	34	12	477

*The numbers provided on this report may reflect multiple unit responses to a single incident.

Last Updated 8/9/2019 3:

*Incidents are shown based on the units that responded.

MONTH = 6 and YEAR = 2019 and CITYNAME = 'Banning' and UnitStatus = 'Active'



***The numbers provided on this report may reflect multiple unit responses to a single incident.**

Last Updated 8/9/2019 3:

*Incidents are shown based on the units that responded.

ATTACHMENT 2

Fire Department Statistics

July 2019

CAL FIRE/Riverside County Fire Department

Unit Response Statistics *

*The numbers provided on this report are actual Unit Responses and not Incident Counts. To obtain Incident Counts use the Incident Report.

Shawn C. Newman

Fire Chief

8/9/2019

Report Provided By: Riverside County Fire Department

Communications and Technology Division

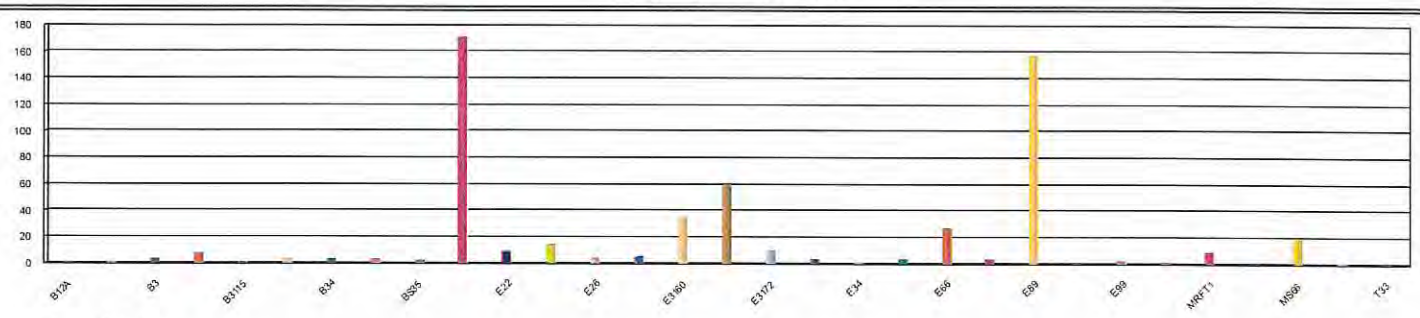
GIS Section

Please refer to Map and Unit Responses by Battalion, Station, and Jurisdiction

Incidents Reported for the month of July,2019 and City of Banning and Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)

*Incidents are shown based on the units that responded.

Unit Response Activity



Com Fire	21
False Alarm	46
Medical	358
Multi-Fam Dwelling Fire	9
Other Fire	9
Public Service Assist	20
Res Fire	20
Rescue	12
Ringing Alarm	5
Standby	1
Traffic Collision	47
Wildland Fire	14
Incident Total:	**562**
Transport Total:	**21**
Dry Runs:	**541**

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	Average	% 0 to 5 min
403	149	4.4	71.7%

***CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.**

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

*Incidents are shown based on the units that responded.

Unit Responses by Battalion, Station and Jurisdiction

		Com Fire	False Alarm	Medical	Multi-Fam Dwelling	Other Fire	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Wildland Fire	Total
City of Banning	B12A	0	0	0	0	0	0	0	1	0	0	0	0	1
	B12B	0	0	0	0	0	0	0	0	0	0	1	0	1
	B3	1	0	0	0	0	0	1	0	0	0	1	0	3
	B3113	0	1	0	1	1	0	1	0	0	0	2	2	8
	B3115	1	0	0	0	0	0	0	0	0	0	0	0	1
	B3116	1	1	0	0	0	0	0	1	0	0	0	0	4
	B34	0	0	0	0	0	0	1	1	0	0	0	1	3
	B9A	1	0	0	0	0	0	1	0	0	0	0	1	3
	BS35	0	0	0	0	0	0	1	1	0	0	0	0	2
	E20	2	7	142	1	0	7	2	1	1	0	7	1	171
	E22	2	2	3	1	0	0	1	0	0	0	0	0	9
	E24	1	2	3	1	0	0	2	0	0	0	4	1	14
	E26	0	0	2	0	0	1	0	0	0	0	1	0	4
	E3	0	1	4	0	0	0	0	0	0	0	0	0	5
	E3160	1	7	10	1	4	2	1	1	1	0	5	2	35
	E3170	1	12	29	1	1	6	1	1	2	0	4	2	60
	E3172	0	1	9	0	0	0	0	0	0	0	0	0	10
	E33	0	0	0	0	0	2	0	1	0	0	0	0	3
	E34	0	0	0	0	0	0	0	1	0	0	0	0	1
	E63	1	0	2	0	0	0	0	0	0	0	0	0	3
	E66	2	2	16	1	0	0	2	0	0	0	4	0	27
	E78	2	0	0	0	0	0	1	0	0	0	0	0	3
	E89	1	9	122	1	3	1	2	0	1	1	12	4	157
	E9	0	0	1	0	0	0	0	0	0	0	0	0	1
	E99	0	0	2	0	0	0	0	0	0	0	0	0	2
	HM234	0	0	0	0	0	0	0	1	0	0	0	0	1
	MRFT1	2	0	3	0	0	0	2	0	0	0	2	0	9
	MS25	0	0	1	0	0	0	0	0	0	0	0	0	1
	MS66	1	1	9	1	0	1	1	1	0	0	4	0	19
	Q2	1	0	0	0	0	0	0	0	0	0	0	0	1
	T33	0	0	0	0	0	0	0	1	0	0	0	0	1
Grand Total		21	45	358	9	5	20	20	12	5	1	47	14	562

Unit Transports

		Total
City of Banning	E20	6
	E3170	2
	E89	19
	Sub Total	27

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

*Incidents are shown based on the units that responded.

	Total
Grand Total	21

Unit Medical Responses by Definition

Unit Medical Responses by Definition (Continued)

			Continued Medical	
			Medical Diff Breathing	Medical Fall
City of Banning	Station 20 Beaumont	E20	5	6
		E3170	0	2
		E3172	0	2
		Total	5	10
	Station 89 Banning	E20	1	1
		E3170	3	0
		E3172	0	1
		E66	2	0
		E89	5	3
		Total	11	5
Grand Total			16	15

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

*Incidents are shown based on the units that responded.

Unit Medical Responses by Definition (Continued)

Unit Responses by Jurisdiction

		Com Fire	False Alarm	Medical	Multi-Fam Dwelling	Other Fire	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Wildland Fire	Total
City of Banning	B12A	0	0	0	0	0	0	0	1	0	0	0	0	1
	B12B	0	0	0	0	0	0	0	0	0	0	1	0	1
	B3	1	0	0	0	0	0	1	0	0	0	1	0	3
	B3113	0	1	0	1	1	0	1	0	0	0	2	2	8
	B3115	1	0	0	0	0	0	0	0	0	0	0	0	1
	B3116	1	1	0	0	0	0	0	1	0	0	0	0	3
	B34	0	0	0	0	0	0	1	1	0	0	0	1	3
	B9A	1	0	0	0	0	0	1	0	0	0	0	1	3
	BS35	0	0	0	0	0	0	1	1	0	0	0	0	2
	E20	2	7	142	1	0	7	2	1	1	0	7	1	171
	E22	2	2	3	1	0	0	1	0	0	0	0	0	9
	E24	1	2	3	1	0	0	2	0	0	0	4	1	14
	E26	0	0	2	0	0	1	0	0	0	0	1	0	4
	E3	0	1	4	0	0	0	0	0	0	0	0	0	5
	E3160	1	7	10	1	4	2	1	1	1	0	5	2	35
	E3170	1	12	29	1	1	6	1	1	2	0	4	2	60
	E3172	0	1	9	0	0	0	0	0	0	0	0	0	10
	E33	0	0	0	0	0	2	0	1	0	0	0	0	3
	E34	0	0	0	0	0	0	0	1	0	0	0	0	1
	E63	1	0	2	0	0	0	0	0	0	0	0	0	3
	E66	2	2	16	1	0	0	2	0	0	0	4	0	27
	E78	2	0	0	0	0	0	1	0	0	0	0	0	3
	E89	1	9	122	1	3	1	2	0	1	1	12	4	157
	E9	0	0	1	0	0	0	0	0	0	0	0	0	1
	E99	0	0	2	0	0	0	0	0	0	0	0	0	2
	HM234	0	0	0	0	0	0	0	1	0	0	0	0	1
	MRFT1	2	0	3	0	0	0	2	0	0	0	2	0	9

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

Last Updated 8/9/2019 3:

*Incidents are shown based on the units that responded.

		Com Fire	False Alarm	Medical	Multi-Fam Dwelling	Other Fire	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Wildland Fire	Total
City of Banning	MS25	0	0	1	0	0	0	0	0	0	0	0	0	1
	MS66	1	1	9	1	0	1	1	1	0	0	4	0	19
	Q2	1	0	0	0	0	0	0	0	0	0	0	0	1
	T33	0	0	0	0	0	0	0	1	0	0	0	0	1
	Sub Total	21	46	358	9	9	20	20	12	5	1	47	14	582
Grand Total		21	46	358	9	9	20	20	12	5	1	47	14	582

Unit Responses by Supervisorial District - Summary

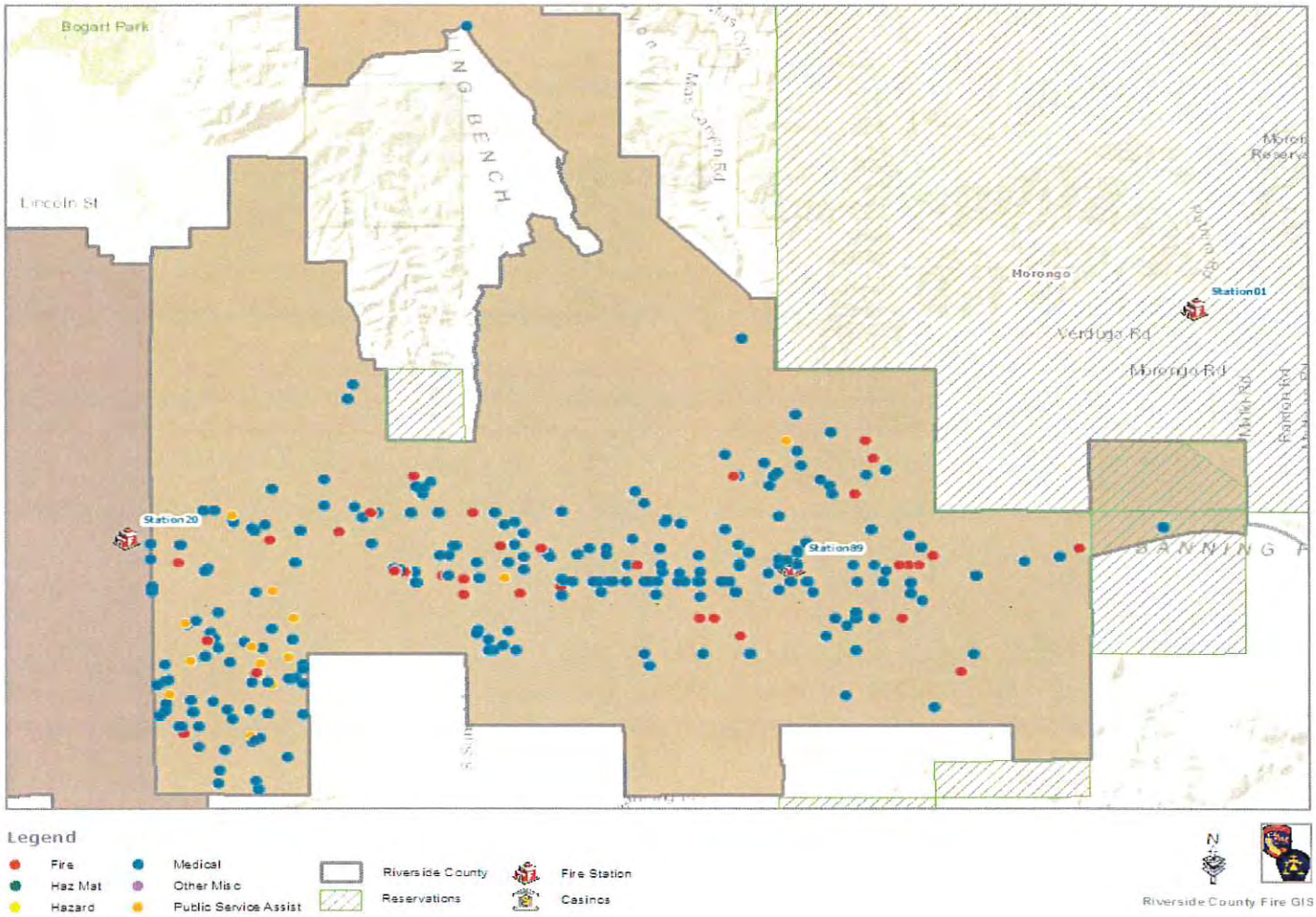
		Com Fire	False Alarm	Medical	Multi-Fam Dwelling	Other Fire	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Wildland Fire	Total
District 5 JEFF HEWITT	City of Banning	21	46	358	9	9	20	20	12	5	1	47	14	582
	Total	21	46	358	9	9	20	20	12	5	1	47	14	582
Grand Total		21	46	358	9	9	20	20	12	5	1	47	14	582

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

Last Updated 8/9/2019 3:

*Incidents are shown based on the units that responded.

MONTH = 7 and YEAR = 2019 and CITYNAME = 'Banning' and UnitStatus = 'Active'



*The numbers provided on this report may reflect multiple unit responses to a single incident.

Last Updated 8/9/2019 3:

*Incidents are shown based on the units that responded.

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Adam B. Rush, Community Development Director

MEETING DATE: August 27, 2019

SUBJECT: ADOPT ORDINANCE NO. 1543, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING THE ZONE CHANGE 18-3503 TO ALLOW THE REZONING OF 7.04-ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LDR) TO HIGH DENSITY RESIDENTIAL (HDR) FOR THE ASSOCIATED DEVELOPMENT OF AN 80-UNIT APARTMENT COMPLEX. (APN's 534-283-011, 534-283-014). (SECOND READING AND ADOPTION)

RECOMMENDED ACTION:

Staff recommends that the City Council waive further reading and adopt Ordinance No. 1543, an Ordinance of the City Council of the City of Banning, California approving Zone Change 18-3503 to allow the rezoning of 7.04-acres of land from Low Density Residential (LDR) to High Density Residential (HDR) for the associated development of an 80-unit apartment complex.

APPLICANT INFORMATION:

John and Diana Hanna
16197 Krameria Avenue
Riverside, CA 92504

PROJECT BACKGROUND:

On April 3, 2019, the Planning Commission conducted a dully noticed public hearing and recommended adoption of the Mitigated Negative Declaration and approval of the proposed project.

The proposed Project was scheduled before the City Council, for a Public Hearing, on the May 14, 2019 Agenda. The Council cited several concerns regarding the proposed density, the request for a general plan amendment and zone change, and amenities proposed on-site.

In addition, the future extension of Wilson Street is required to be integrated into the site plan. This road extension was not identified during the Design Review process. As such, the Project was continued to the June 11, 2019 City Council Agenda.

The applicant requested a continuance, from the June 11, 2019 Agenda to the July 9, 2019 agenda to allow additional time to prepare an updated site plan.

The project proponent has submitted two conceptual site plans for staff review. Based upon feedback provided by the Council, the acceptance of additional public testimony, and staff comments, the project will be required to update the site plan with revised engineering and amendments to the required technical documents (e.g., Hydrology, Drainage, Water Quality, Grading, Landscaping, etc.).

On Tuesday, July 2, 2019 the applicant submitted updated preliminary grading, drainage reports and plans, hydrology, and water quality. In addition, the applicant has prepared and submitted updated landscaping, conceptual site plans, elevations, fencing and lighting plans. These plans have been reviewed by City staff and updated Conditions of Approval have been issued, July 9, 2019.

On Wednesday, July 9, 2019, the City Council adopted for the first reading, Ordinance 1543 along with the associated project, Mitigated Negative Declaration and Mitigation Monitoring Report and Program.

PROJECT DESCRIPTION:

The applicant is proposing a General Plan Amendment (GPA) and Zone Change to change the zoning and Land Use Designation (LUD) from Low Density Residential (LDR) (0-5 DU/AC) to High Density Residential (HDR) (11-18 DU/AC) and a Design Review Application for the construction of an 80-unit apartment complex with Club House, Swimming Pool, and All Purpose Recreation Court on 7.04 acres of land located south of East Hoffer Street and west of North Hathaway Street (APN's 534-283-011, 534-283-014).

ENVIRONMENTAL DETERMINATION:

California Environmental Quality Act (CEQA)

The proposed General Plan Amendment 18-2504, Zone Change 18-3503 and Design Review 18-7011 are considered a "project" as defined by the California Environmental Quality Act (CEQA) (Public Resources Code § 2100 et seq.). An Initial Study/EA 18-

1508) has been prepared and made available for public review beginning on March 8, 2019 and closing on March 28, 2019.

Based upon analysis contained in the Initial Study, staff determined that any potentially significant effects on the environment would be reduced to less than significant levels by mitigation measures incorporated in the Initial Study and that the preparation of a Mitigated Negative Declaration (MND) was appropriate. All mitigation measures are carried forward into project Conditions of Approval. A Mitigation Monitoring Report and Program (MMR)) has also been prepared, as required by CEQA.

FISCAL IMPACT:

The proposed project was processed at the applicant's expense and approval of the project will likely have a positive financial impact to the City of Banning through the increase in the assessed land value for the subject parcel. However, a Fiscal Analysis has not been conducted on the Project.

OPTIONS:

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

ATTACHMENTS:

1. City Council Ordinance No. 1543

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Ordinance 1543

ORDINANCE 1543

CEDAR HILLS APARTMENTS (THE PROJECT) ORDINANCE 1543 ADOPTING ZONE CHANGE 18-3503 LAND FROM LOW DENSITY RESIDENTIAL (LDR) TO HIGH DENSITY RESIDENTIAL (HDR), CITY COUNCIL RESOLUTION 2019-84A ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING REPORT AND APPROVING GENERAL PLAN AMENDMENT 18-2504 AND DESIGN REVIEW 18-7001 FOR THE PROPOSED DEVELOPMENT OF A 80-UNIT APARTMENT FACILITY AND ASSOCIATED INFRASTRUCTURE ON 7.04 ACRES OF LAND WITHIN THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DISTRICT (APN 534-283-011 AND 534-283-014)

WHEREAS, an application for General Plan Amendment 18-2504, Zone Change 18-3503, Design Review 18-7011, and Environmental Assessment 18-1508 to permit the development of a proposed 80-Unit Apartment Complex (collectively, the "Project"), has been duly filed by:

Project Applicant/Owner:	John and Diana Hanna
Project Location:	In the northeastern portion of the City south of East Hoffer Street, and west of North Hathaway Street, in the City of Banning, California
APNs:	534-283-011, 534-283-014
Lot Area:	7.04 acres;

WHEREAS, Zone Change No. 18-3503 is the subject of this Ordinance;

WHEREAS, in accordance with Banning Municipal Code Sections 17.64.050, 17.116.030, and 17.56.040, on April 3, 2019, the Planning Commission held a public hearing at which interested parties had an opportunity to testify in support of, or opposition to, the Project, and at which the Planning Commission adopted Resolution 2019-05 by a 5-0-0 vote, recommending that the City Council approve General Plan Amendment 18-2504, Zone Change No. 18-3503, and Design Review 18-7011;

WHEREAS, in accordance with Government Code Sections 65355, 65856, and 65090 and Banning Municipal Code Section 17.68.020.B., on May 3, 2019, the City gave public notice, by advertisement in the Record Gazette Newspaper, and by mailing to the owner of the subject real property, the owner's duly authorized agent, the Applicant, and

the property owners within 300 feet of the Project site, of a public hearing concerning the Project;

WHEREAS, 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 Zone Change 18-3503; and

WHEREAS, in accordance with Banning Municipal Code Sections 17.64.040, 17.116.040, and 17.56.040, and Government Code Sections 65355 and 65856, on May 14, 2019, the City Council held a public hearing at which interested parties had an opportunity to testify in support of, or opposition to, the Project, and at which the City Council considered the Project, which hearing was continued to June 11, 2019 and to July 9, 2019 and closed on July 9, 2019.

NOW THEREFORE, the City Council of the City of Banning does ordain as follows:

SECTION 1. California Environmental Quality Act Findings.

The City Council of the City of Banning does hereby make the following environmental findings and determinations in connection with the approval of the Project:

A. Pursuant to the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code § 21000 *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. § 15000 *et seq.*) and City's local CEQA Guidelines (collectively, the "Guidelines"), City staff prepared an Initial Study of the potential environmental effects of the approval of the Project. Based upon the findings contained in that Study, a Mitigated Negative Declaration (MND) is proposed for adoption. The MND public review period ran for 20 days; a total of three comment letters were received.

B. The City prepared written responses to all comments received on the MND during the comment period and those responses to comments are incorporated into the Final MND, which Final MND was prepared in accordance with CEQA, is on file with the City Planning Division, and is incorporated herein by this reference. The responses to public agency comments were delivered to each public agency commenter on or about April 3, 2019, which is at least ten (10) days prior to any certification of the Final MND.

C. On May 14, 2019; June 11, 2019; and July 9, 2019 the City Council conducted a duly noticed public hearing to consider the Project and the Final Mitigated Negative Declaration (MND), reviewed the staff report, accepted and considered public testimony. Based upon the evidence presented at the hearing, including the staff report and oral testimony, the City Council, by separate City Council Resolution 2019-84A, certified the Final MND, adopted findings pursuant to CEQA for the Project as set forth in the City Council Resolution 2019-84A, and adopted a Mitigation Monitoring Report and Program ("MMRP") for the Project.

D. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including CEQA, and all other requirements for notice, public hearings, findings, votes and other procedural matters.

E. The custodian of records for the Final MND, MMRP, and all other materials that constitute the record of proceedings upon which the City Council's decision was based, including, without limitation, staff reports, all of the materials that comprise and support the Final MND and the staff reports, is the Planning Division of the City of Banning. Those documents are available for public examination during normal business hours at the City of Banning, Community Development Department, Planning Division, 99 E. Ramsey Street, Banning, California 92220.

SECTION 2. Findings for Approval of Zone Change 18-3503.

The City Council of the City of Banning hereby finds and determines that Zone Change 18-3503 should be approved because:

Finding No. 1: The proposed Zone Change 18-3503 is consistent with the goals and policies of the General Plan.

Finding of Fact: The Project is consistent with the General Plan Land Use Element Policy 1, which states: "The land use map shall provide a range of housing densities while considering land use compatibility with non-residential land uses," and Policy 2, which states: "Projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected." The Project will be consistent with both policies as the development provides for High-Density Residential near an Industrial Zone, which acts as a buffer between the Low-Density Residential to the north and west of the Project site and the Project will be compatible with the existing High-Density Residential development adjacent to and south of the Project site, thereby closely matching the neighborhood character.

Finding No. 2: The proposed Zone Change 18-3503 is internally consistent with the Zoning Ordinance.

Finding of Fact: The proposed Project is not anticipated to result in exceeding, either cumulatively or individually, any applicable level of service standards. Pursuant to the Project's Conditions of Approval, the proposed Project will be constructed in conformance with City standards and specifications.

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

Finding of Fact: See findings of fact in Section 1 of this Ordinance.

SECTION 3: CITY COUNCIL ACTION - Approval of Zone Change 18-3503.

Based on the foregoing, the City Council of the City of Banning hereby approves Zone Change 18-3503, amending the Zoning Classification for real property located south of East Hoffer Street and west of North Hathaway Street (APNs: 534-283-011 and 532-283-014) from Low Density Residential (LDR) to High Density Residential (HDR). This approval of Zone Change 18-3503 is conditioned upon the City Council's adoption of a resolution approving General Plan Amendment 18-2504 and Design Review 18-7011.

SECTION 4. CERTIFICATION, 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 proceedings of the City Council at which time the same is passed and adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated.

PASSED, APPROVED AND ADOPTED this 27th day of August, 2019.

_____
Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Daryl A. Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin Ennis, Assistant City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl A. Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance No. 1543 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 27th day of August, 2019 and was adopted at a regular meeting of the City Council of the City of Banning held on the 27th day of August, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

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

ATTACHMENT 2
Notice of Determination

CITY OF BANNING

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
99 EAST RAMSEY STREET, BANNING, CA 92220
TEL.: (951) 922-3125

NOTICE OF DETERMINATION

FROM: CITY OF BANNING
Community Development Department
Planning Division
99 East Ramsey Street
Banning, CA 92220

TO: ☐ OFFICE OF PLANNING AND RESEARCH
P.O. Box 3044
Sacramento, CA 95812-3044

☒ COUNTY CLERK
County of Riverside
2720 Gateway Drive
Riverside, CA 92507

SUBJECT: *Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code*

State Clearinghouse Number (if submitted to Clearinghouse):
Project Title: Design Review 18-7011, General Plan Amendment 18-2504 and Zone Change 18-3503
Project Applicant: John & Diana Hanna
Lead Agency Contact Person: Adam Rush **Area Code/Telephone:** (951) 922-3152

Project Location (include County): The project is located south of East Hoffer Street and west of North Hathaway Street in the City of Banning, County of Riverside, State of California 92220 (APN's 534-283-011 and 014).

Project Description: The applicant proposed to construct a 80-Unit Apartment Complex on 7.08 acres of land consisting of 910 square foot 2-bedroom 2-bath apartments. The site will consist of three-16-unit buildings and four-8-unit buildings, a swimming pool, club house and multi-use court.

This is to advise that the City of Banning's City Council approved the above-described project on August 27, 2019, and made the following determinations:

1. The project [☐will ☐ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation Measures [☒ were ☐were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒was ☐was not] adopted for this project.
5. A Statement of Overriding Considerations [☐was ☒was not] adopted for this project.
6. Findings [☒were ☐were not] made pursuant to the provisions of CEQA.

This is to certify that the final Initial Study, and Mitigation Monitoring Report and Program, with comments and responses and record of project approval is available to the General Public at:

City of Banning Community Development, 99 East Ramsey Street, Banning, CA 92220 or on the City of Banning webpage: *http://www.banning.ca.us*

Signature:_____ **Date:** 8/27/19 **Title:** Community Development Director
Date received for filing at OPR: _____

ATTACHMENT 3
Proof of Publication

NOTICE OF PUBLIC HEARING AND NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, CONSIDERATION OF GENERAL PLAN AMENDMENT 18-2504 AND ZONE CHANGE 18-3503 TO CHANGE THE ZONING FROM LOW DENSITY RESIDENTIAL (LDR 0-5 DU/AC) TO HIGH DENSITY RESIDENTIAL (HDR 11-18 DU/AC), DESIGN REVIEW 18-7011 TO CONSIDER THE CONSTRUCTION OF A 96 UNIT APARTMENT COMPLEX ON APROXIMATELY 7.08 ACRES OF LAND, AND ENVIRONMENTAL ASSESSMENT 18-1508, AND CONSIDERATON OF ORDINANCE 1543, LOCATED AT THE SOUTHWWESTERLY CORNER OF EAST HOFFER STREET AND NORTH HATHAWAY STREET IN THE CITY OF BANNING, CALIFORNIA (APN 534-283-011, 534-283-014)

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on **Tuesday, May 14, 2019, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California,** to consider the proposed project. The subject parcel is located generally south of East Hoffer Street and west of North Hathaway Street.

Information regarding the Mitigated Negative Declaration, General Plan Amendment, Zone Change and Design Review can be obtained by contacting the City's Community Development Department, Planning Division 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.banningca.gov/.

All parties interested in speaking either in support of or in opposition to this item are invited to attend the hearing, or to send their written comments to the **Community Development Department, Planning Division, City of Banning at 99 E. Ramsey Street, P.O. Box 998, Banning, California, 92220**.

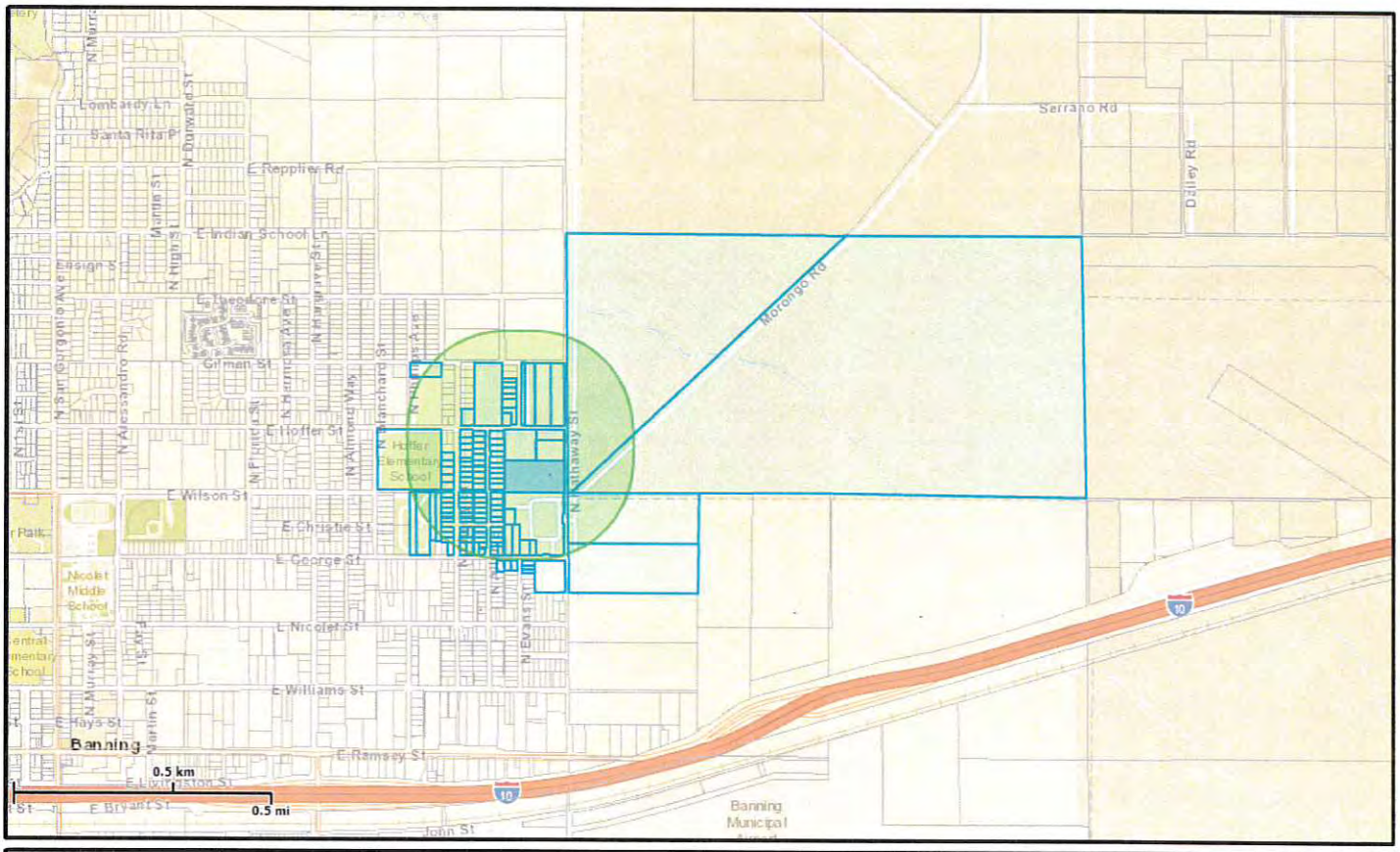
If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council takes action on the proposal; or, you or someone else raised 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 Rush
Community Development Director

Dated: May 1, 2019
Publish: May 3, 2019

APNs 534-283-011, 534-283-014



1" = 1,505 ft	1000' radius map	04/02/2019	N W E S	BANNING, CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information

96 Unit Apartment Complex

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on April 24, 2018,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers 534-283-011, 014 for

Company or Individual's Name RCIT - GIS,

Distance buffered 300'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE: GIS Analyst

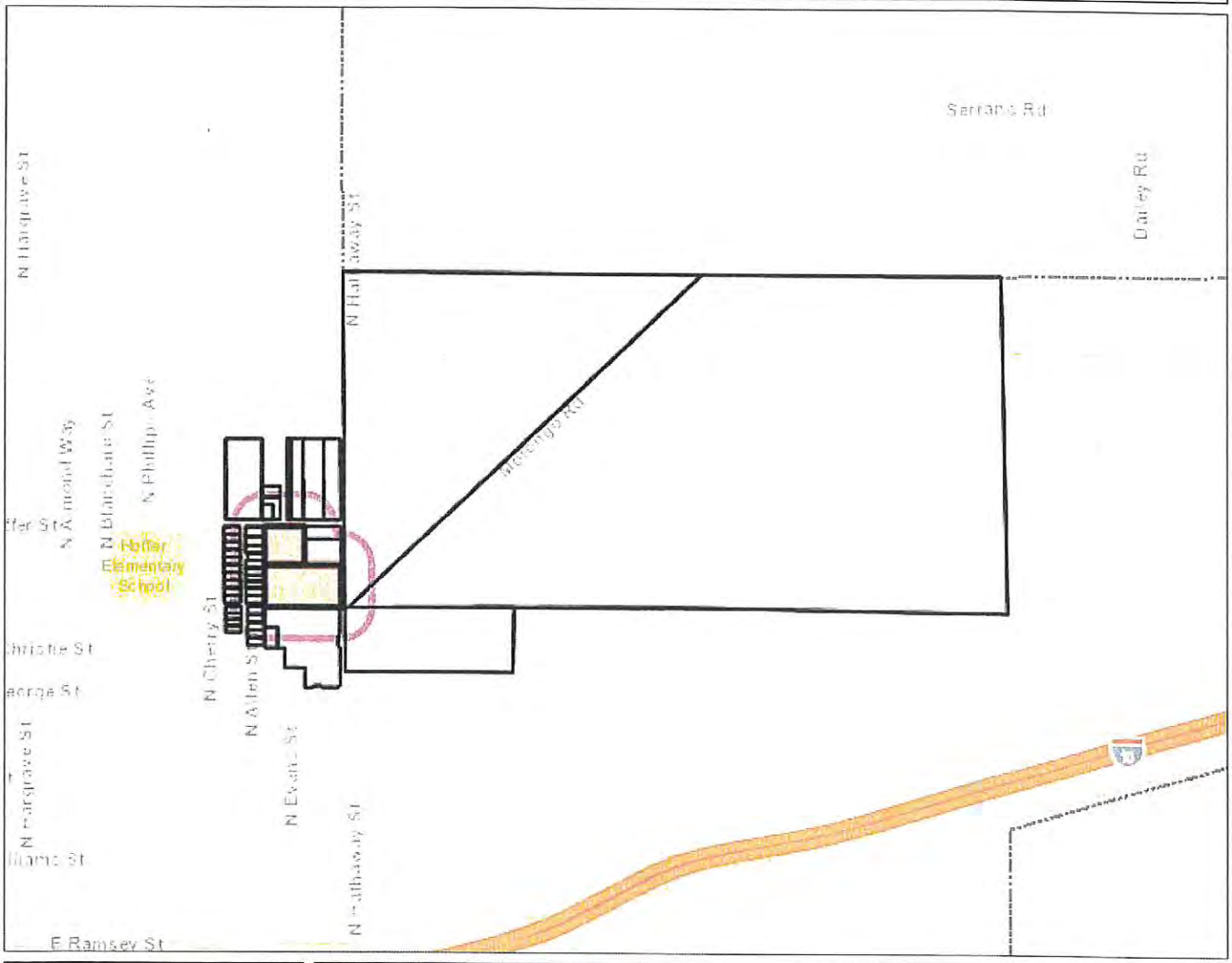
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

Riverside County GIS

APN: 534-283-011, 014 (300 feet buffer)





Legend

- County Boundary
- Cities
- World Street Map

Notes

RCIT

0 1,505 3,009 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 4/24/2018 3:05:21 PM

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534283010
PAUL R COMON
SHIRLEY R COMON
23845 S HAWTHORNE BLV
TORRANCE CA 90505

534283009
PAUL R COMON
SHIRLEY R COMON
23845 S HAWTHORNE BLV
TORRANCE CA 90505

534283007
FORTUNATO ACOSTA NUNEZ
P O BOX 1344
INDIO CA 92202

534283008
JOSE G MARTINEZ
1467 MALAGA DR
SAN JACINTO CA 92583

534283016
MIGUEL OROZCO
YESENIA PENA
966 N ALLEN ST
BANNING CA. 92220

534283011
GAP FUND
2894 S COAST HIGHWAY NO 1
LAGUNA BEACH CA 92651

534272017
JUAN RAMIREZ
RAMONA RAMIREZ
1453 E HOFFER ST
BANNING CA. 92220

534272016
GLEN HARK
GARRETT M HARK
ANGELA M GONZALEZ

1075 N EVANS ST
BANNING CA. 92220

534283017
JOHN O EASTON
986 N ALLEN ST
BANNING CA. 92220

534283006
BRENT J BUMPUS
882 N ALLEN ST
BANNING CA. 92220

534283003
MICHAEL NIKRAVESH
DORIS NIKRAVESH
12501 CHANDLER BL STE 204
VALLEY VILLAGE CA 91607

534272018
GABRIEL CASTILLO ROBLES
504 N 6TH ST
BANNING CA 92220

532110001
MUTH HOLDINGS
5100 CAMPUS DR STE 200
NEWPORT BEACH CA 92660

541055023
BANNING FAM HOUSING PARTNERS LTD
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LAGUNA BEACH CA 92651

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541052012
KRYSTAL PEREZ CRUZ
C/O PMB 132
300 S HIGHLAND SPGS NO 6C
BANNING CA 92220

541052010
VALENTIN BENZOR
755 N ALLEN ST
BANNING CA. 92220

541055004
JESUS ROJAS
JUAN BERMUDEZ
P O BOX 712462
LOS ANGELES CA 90071

541052011
KRYSTAL PEREZ CRUZ
C/O PMB 132
300 S HIGHLAND SPGS NO 6C
BANNING CA 92220

541055003
ESTELA SANCHEZ
750 N ALLEN ST
BANNING CA. 92220

541055006
HAILIN LI
848 WINSTON AVE
SAN MARINO CA 91108

541052009
COBRA 28 NO 4
C/O C/O SWARANJIT S NIJJAR
4900 SANTA ANITA NO 2C
EL MONTE CA 91731

541055005
FEBE D LORIO
688 N ALLEN
BANNING CA 92220

541055002
TIMOTHY MORROW
774 N ALLEN ST
BANNING CA. 92220

534273007
MATICH CORP
1596 HARRY SHEPPARD BLV
SAN BERNARDINO CA 92408

534272009
L G BANNING
5762 MOUNTAIN VIEW AVE
YORBA LINDA CA 92886

534273006
MATICH CORP
P O BOX 10
HIGHLAND CA 92346

534282020
SANTIAGO ARCINIEGA LLAMAS
JACQUELINE STOKES
985 N ALLEN ST
BANNING CA. 92220

534283012
QUYEN TRINH
NANCY PHUNG TRINH
38657 CLEARBROOK DR
MURRIETA CA 92563

534283013
JUSTINO DOMINGUEZ
8944 FELIPE AVE
MONTCLAIR CA 91763

534282018
BRANDA M NAVA
945 N ALLEN ST
BANNING CA 92220

534283014
GAP FUND
2894 S COAST HIGHWAY NO 1
LAGUNA BEACH CA 92651

534282014
JOHN EDWARD VEGA
875 N ALLEN ST
BANNING CA. 92220

534282012
DAVID OLMEDO
JAREL ESMERALDA OLMEDO
839 N ALLEN ST
BANNING CA. 92220

534282016
MIGUEL SANJUAN
LORI SANJUAN
11361 VICILIA ST
GARDEN GROVE CA 92841

534283018
JESUS Y ALVARADO
VIRGINIA R ALVARADO
6448 CARMELWOOD DR
CITRUS HEIGHTS CA 95621

534273003
MATICH CORP
1596 HARRY SHEPPARD BLV
SAN BERNARDINO CA 92408

534282019
VERONICA ENRIQUEZ
ARTURO ENRIQUEZ GARCIA
P O BOX 1579
BANNING CA 92220

534273002
MATICH CORP
1596 HARRY SHEPARD BLV
SAN BERNARDINO CA 92408

534282017
LYNN J BOWER
5753G SANTA ANA CYN 538
ANAHEIM CA 92807

534282015
FENG YI ZHANG
RUI YING
5062 WILLIAMS PL
LOS ANGELES CA 90032

534282013
ALEJANDRO E RIVAS
MAYRA LOYA
859 N ALLEN ST
BANNING CA. 92220

534282011
MAHMOOD A SALFIE
MOHAMMAD SIDDIQUI
8842 WINDMILL PL
RIVERSIDE CA 92508

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JUAN CARLOS TREJO
AMANDA TREJO
2435 W WESTWOOD AVE
BANNING CA 92220

532030003
USA MORONGO INDIAN RES 532
C/O NONE
0
CA. 0

541055001
REDEVELOPMENT AGENCY CITY OF BANNING
P O BOX 998
BANNING CA 92220

532030004
USA MORONGO INDIAN RES 532
C/O NONE
0
CA. 0

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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**
Sonia Pierce, Senior Planner

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Ordinance No. 1548, An Ordinance of the City Council of the City of Banning, California, Approving the Zone Change from General Commercial (GC) to Industrial (I) and to the Industrial Zoning District for property located at 200 South Eighth Street and 679 West Lincoln Street (APNs: 540-220-013 and 540-220-007). (Second reading and adoption)**

RECOMMENDED ACTION:

Staff recommends that the City Council waive further reading and adopt Ordinance No. 1548, an Ordinance of the City Council of the City of Banning, California, approving the Zone Change from General Commercial (GC) to Industrial (I) and to the Industrial Zoning District for property located at 200 South Eighth Street and 679 West Lincoln Street (APNs: 540-220-013 and 540-220-007).

PROJECT/APPLICANT INFORMATION:

Project Location	200 S. Eighth Street
APN Information:	540-220-013
Project Applicants:	Shawn Lathrom / Andy Birchard 252 W. 4th Street, Suite F Beaumont, CA 92223

Property Owners:	Clyde and Suzanne Birchard / Harry and Elizabeth Reubush PO Box 746 Banning, CA 92220
Project Location	679 W. Lincoln Street
APN Information:	540-220-007
Project Applicants:	Shawn Lathrom / Andy Birchard 252 W. 4th Street, Suite F Beaumont, CA 92223
Property Owners:	Slade A. Lohman and Mary Vrooman Michael and Michelle Agahee 530 Commerce Ave., Suite B Palmdale, CA 93551

FISCAL IMPACT

Future development of the property would result in increased property values and associated increases in property taxes.

OPTIONS:

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

ATTACHMENTS

1. Ordinance No. 1548
2. Proof of Publication Notice

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Ordinance No. 1548

ORDINANCE NO. 1548

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING ZONE CHANGE NO. 18-3502 TO AMEND THE ZONING MAP FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I), IN CONFORMANCE WITH GENERAL PLAN AMENDMENT NO. 18-2503 FOR REAL PROPERTY LOCATED 200 SOUTH EIGHTH STREET (APN: 540-220-013) AND 679 WEST LINCOLN STREET (APN: 540-220-007).

WHEREAS, an application for a Zone Change No. 18-3502 has been duly filed by:

Project Applicant:	Shawn Lathrom / Andy Birchard
Property Owners:	Clyde and Suzanne Birchard / Harry and Elizabeth Reubush
Project Sponsor:	Southern California West Coast Electric, Inc.
Project Location:	200 South Eighth Street
APN Information:	540-220-013
Lot Area:	3.23 acres;

Project Applicant:	Shawn Lathrom / Andy Birchard
Property Owners:	Slade A. Lohman and Mary Vrooman/ Michael and Mary Agahee
Project Sponsor:	Southern California West Coast Electric, Inc.
Project Location:	679 West Lincoln Street
APN Information:	540-220-007
Lot Area:	1.95 acres;

WHEREAS, Zone Change No. 18-3502 is the subject of this Ordinance;

WHEREAS, in accordance with Banning Municipal Code Sections 17.64.050, and 17.116.030, on June 5, 2019, the Planning Commission held a public hearing at which interested parties had an opportunity to testify in support of, or opposition to, the Project, and at which the Planning Commission adopted Resolution No. 2019-12 by a 4-0-0 vote, recommending that the City Council approve General Plan Amendment No. 18-2503, and Zone Change No. 18-3502; and

WHEREAS, in accordance with Government Code Sections 65355, 65856, and 65090 and Banning Municipal Code Section 17.68.020.B., on June 28, 2019, the City gave public notice, by advertisement in the Record Gazette Newspaper, and by mailing to the owner of the subject real property, the owner's duly authorized agent, the Applicant, and the property owners within 300 feet of the Project site, of a public hearing concerning the Project;

WHEREAS, 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 Zone Change No. 18-3502; and

WHEREAS, in accordance with Banning Municipal Code Sections 17.64.040, and 17.116.040, and Government Code Sections 65355 and 65856, on July 9, 2019, the City Council held a public hearing at which interested parties had an opportunity to testify in support of, or opposition to, the Project, and at which the City Council considered the Project.

NOW THEREFORE, the City Council of the City of Banning does ordain as follows:

SECTION 1. California Environmental Quality Act Findings.

The City Council of the City of Banning does hereby make the following environmental findings and determinations in connection with the approval of the Project:

A. CEQA. Planning Division staff has determined that the Project is exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code § 21000, *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. §15000 *et seq.*) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed General Plan Amendment and Zone Change, re-designating and re-classifying certain real property from General Commercial (GC) to Industrial (I), will have a significant effect on the environment. The proposed General Plan Amendment and Zone Change are administrative processes of the City that will not result in direct or indirect physical changes in the environment because further environmental review, if required under CEQA, will be performed as development applications for the Project sites are submitted to the City. The City Council has reviewed the administrative record concerning proposed General Plan Amendment No. 18-2503 and Zone Change No. 18-3502 and the proposed CEQA exemption, and based on its own independent judgment, finds that proposed General Plan Amendment No. 18-2503 and Zone Change No. 18-3502 are exempt from the requirements of CEQA and the CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

B. Multiple Species Habitat Conservation Plan (MSHCP). The Project is not subject to MSHCP as the Project is an existing facility and no development is proposed at this time.

C. On June 28, 2019, the City circulated a Notice of Exemption ("NOE") for public review for the Project to the public and other interested parties for a 10-day comment period, from June 28, 2019, to July 9, 2019. The City did not receive any comment letters.

D. On July 9, 2019, the City Council conducted a duly noticed public hearing to consider the Project and reviewed the staff report, accepted and considered public testimony. Based upon the evidence presented at the hearing, including the staff report

and oral testimony, the City Council, by separate City Council Resolution No. 2019-85, adopted findings pursuant to CEQA for the Project as set forth in Exhibit "A" to City Council Resolution No. 2019-85, and determined an Exemption for the Project as set forth in Exhibit "B" Notice of Exemption (NOE).

F. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including CEQA, and all other requirements for notice, public hearings, findings, votes and other procedural matters.

G. The custodian of records for all materials that constitute the record of proceedings upon which the City Council's decision was based, including, without limitation, staff reports, all of the materials that comprise and support the CEQA Exemption and the staff reports, is the Planning Division of the City of Banning. Those documents are available for public examination during normal business hours at the City of Banning, Community Development Department, Planning Division, 99 E. Ramsey Drive, Banning, California 92220.

SECTION 2. Findings for Approval of Zone Change No. 18-3502.

The City Council of the City of Banning hereby finds and determines that Zone Change No. 18-3502 should be approved because:

Finding No. 1: The proposed Zone Change No. 18-3502 is consistent with the goals and policies of the General Plan.

Finding of Fact: The proposed amendment is consistent with the General Plan Land Use Element Policy which states: "The land–use map shall provide for sufficient lands to provide a large range of products and services to the City and the region while carefully considering compatibility with adjacent residential lands". The zoning classification of Industrial (I) would allow the existing development to be consistent with uses permitted within the Industrial (I) land use designation. The Industrial land use designation is intended to allow light and medium intensity manufacturing operations, warehousing and distribution, and associated offices, and ancillary retail, may also be appropriate.

Finding No. 2: The proposed Zone Change No. 18-3502 is internally consistent with the Zoning Ordinance.

Finding of Fact: The proposed amendment is internally consistent with the Zoning Ordinance. No development is proposed at this time and the existing uses would be brought into compliance with the uses allowed in the Industrial (I) zone.

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

Finding of Fact: See findings of fact in Section 1 of this Ordinance.

SECTION 3: CITY COUNCIL ACTION - Approval of Zone Change No. 18-3502.

Based on the foregoing, the City Council of the City of Banning hereby approves Zone Change No. 18-3502, amending the Zoning Classification for real property located at 200 South Eighth Street and 679 West Lincoln Street (APNs: 540-220-013 and 540-220-007) from General Commercial (GC) to Industrial (I). This approval of Zone Change No. 18-3502 is conditioned upon the City Council's adoption of a resolution approving General Plan Amendment No. 18-2503.

SECTION 4. CERTIFICATION, 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 proceedings of the City Council at which time the same is passed and adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated.

PASSED, APPROVED AND ADOPTED this 27th day of August, 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 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. 1548, was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of July, 2019, and was duly adopted at a regular meeting of said City Council on the 27th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

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

EXHIBIT "A"

(City Council Resolution No. 2019-85)

RESOLUTION 2019-85

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 18-2503 TO AMEND THE GENERAL PLAN LAND USE DESIGNATION OF REAL PROPERTY LOCATED AT 200 SOUTH EIGHTH STREET (APN: 540-220-013) AND 679 WEST LINCOLN STREET (APN: 540-220-007) FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I), AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINE SECTION 15061

WHEREAS, an application for General Plan Amendment No. 18-2503 and Zone Change No. 18-3502 to permit the re-designation and re-classification of two parcels totaling 5.14 acres from General Commercial (GC) to Industrial (I) has been duly filed by:

Project Applicant:	Shawn Lathrom / Andy Birchard
Property Owners:	Clyde and Suzanne Birchard / Harry and Elizabeth Reubush
Project Sponsor:	Southern California West Coast Electric, Inc.
Project Location:	200 South Eighth Street
APN Information:	540-220-013
Lot Area:	3.23 acres;
Project Applicant:	Shawn Lathrom / Andy Birchard
Property Owners:	Slade A. Lohman and Mary Vrooman/ Michael and Mary Agahee
Project Sponsor:	Southern California West Coast Electric, Inc.
Project Location:	679 West Lincoln Street
APN Information:	540-220-007
Lot Area:	1.95 acres;

WHEREAS, the City Council of the City of Banning ("City") adopted the current General Plan on January 31, 2006; and

WHEREAS, California Government Code Section 65358(a) authorizes the City Council to amend the General Plan if it deems to be in the public interest; and

WHEREAS, the City Council has the authority to review and either approve or deny General Plan Amendment 18-2503 for a change in the General Plan from General Commercial to Industrial for the property located at 200 South Eighth Street and 679 West Lincoln Street; and

WHEREAS, in accordance with Chapter 17.68 of the Banning Municipal Code and Government Code Sections 65353, 65355 and 65090, on June 28, 2019 the City gave

public notice by advertisement in the Record Gazette, a newspaper of general circulation within the City of Banning, of holding a public hearing on July 9, 2019, during which proposed General Plan Amendment No. 18-2503 and Zone Change No. 18-3502 (the "Project") would be considered. The public hearing notice was also mailed to the owners of the subject real properties, the Project applicants, and property owners within 300 feet of the Project site on or before June 28, 2019; and

WHEREAS, in accordance with Government Code Sections 65353, on June 5, 2019, the Planning Commission held the noticed public hearing to consider a recommendation to the City Council during which interested parties had an opportunity to testify in support of, or opposition to, proposed General Plan Amendment No. 18-2503 and Zone Change No. 18-3502; and

WHEREAS, the City staff has reviewed General Plan Amendment 18-2503 and Zone Change 18-3502 for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures and recommended that the City Council determine the project to be exempt from the requirements of and the CEQA guidelines pursuant to Section 15061 (b)(3).

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

SECTION 1: California Environmental Quality Act Findings and Multiple Species Habitat Conservation Plan Findings. The City Council of the City of Banning makes the following environmental findings and determinations in connection with the approval of the Project:

A. CEQA. The Project is exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code § 21000, *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. §15000 *et seq.*) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed General Plan Amendment and Zone Change, re-designating and re-classifying certain real property from General Commercial (GC) to Industrial (I), will have a significant effect on the environment. The proposed General Plan Amendment and Zone Change are administrative processes of the City that will not result in direct or indirect physical changes in the environment because further environmental review, if required under CEQA, will be performed as development applications for the Project sites are submitted to the City. The City Council has reviewed the administrative record concerning proposed General Plan Amendment No. 18-2503 and Zone Change No. 18-3502 and the proposed CEQA exemption, and based on its own independent judgment, finds that proposed General Plan Amendment No. 18-2503 and Zone Change No. 18-3502 are exempt from the requirements of CEQA and the CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

B. Multiple Species Habitat Conservation Plan (MSHCP). The Project is not subject to MSHCP as the Project is an existing facility and no development is proposed at this time.

SECTION 2: Findings for Recommendation of Approval of General Plan Amendment No. 18-2503. The City Council of the City of Banning does hereby find and determine that General Plan Amendment No. 18-2503 is approved because:

Finding No. 1: The proposed amendment is internally consistent with the General Plan.

Findings of Fact: Upon City Council approval of the requested General Plan Amendment, the site's land use designation will be changed to Industrial, and the existing development would be consistent with uses permitted within the Industrial land use designation. The Industrial land use designation is intended to allow light and medium intensity manufacturing operations, warehousing and distribution, and associated offices, and ancillary retail, may also be appropriate.

Finding No. 2: That the proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Findings of Fact: The proposed amendment will complement the existing industrial businesses and land uses on West Lincoln Street. As demonstrated in the analysis contained in the Planning Commission staff report dated June 5, 2019, there are no features unique to the site that would create conditions detrimental to the public interest, health, safety, convenience, or welfare of the City.

Finding No. 3: That the proposed amendment would maintain the appropriate balance of land uses within the City.

Findings of Fact: Upon City Council approval of the requested General Plan Amendment, the site's land use designation will be changed to Industrial (I), and the existing development is consistent with uses permitted within the Industrial land use designation. The Industrial land use designation is intended to allow light and medium intensity manufacturing operations, warehousing and distribution, and associated offices, and ancillary retail, may also be appropriate.

Finding No. 4: That in the case of an amendment to the General Plan Land Use Map, the subject parcels (s) is physically suitable (including, but not limited to, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints), for the requested land use designation(s) and the anticipated land use developments(s).

Findings of Fact: The 5.14-acre land area is of currently developed with a recycling center and a vacant warehouse building and has access, existing utilities, and is of adequate size to accommodate a development, subject to compliance with the Banning Municipal Code (BMC). No natural constraints exist to the existing or future development, and no significant adverse environmental impacts are anticipated. Lincoln Street provides suitable access and all necessary utilities are in place within adjacent public rights-of-way. As has been described in the Planning Commission staff report dated June 5, 2019, the site is surrounded by Interstate-10, to the north, a vacant industrial complex to the east, vacant land to the south and vacant land to the west. There is no development proposed at this time. The subject site is basically flat and has been graded in the past, thus no unique physical features or vegetation will be affected by the proposed Project.

SECTION 3: **CITY COUNCIL ACTION** - Approval of General Plan Amendment 18-2503 and Zone Change 18-3502: Based on the foregoing, the City Council of the City of Banning hereby approves General Plan Amendment 18-2503 to amend the land use designation of two parcels totaling 5.14 acres, and developed with a recycling center and a vacant warehouse building, located at 200 S. Eighth Street and 679 W. Lincoln Street (APNs: 540-220-013 and 540-220-007) from General Commercial (GC) to Industrial (I), consistent with the General Plan Amendment attached hereto as Exhibit "A," and subject to the Conditions of Approval attached hereto as Exhibit "B" and Notice of Exemption (NOE) attached hereto as Exhibit "C".

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 9th day of July, 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

[THIS SPACE INTENTIONALLY LEFT BLANK]

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-85 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 9th day of July 2019.

AYES: Happe, Wallace, Andrade, & Welch

NOES: None

ABSTAIN: None

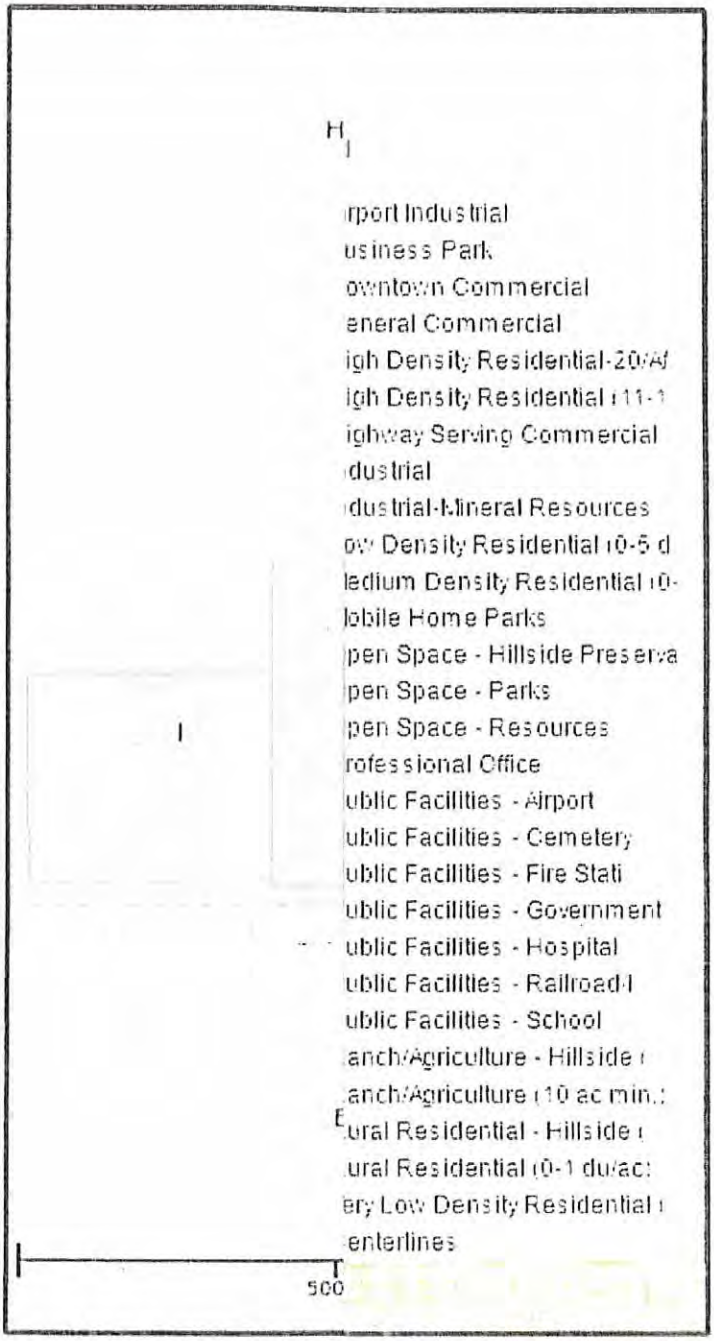
ABSENT: Peterson

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

Exhibit "A"

General Plan Amendment No. 18-3502

(See Attachment No. 5)

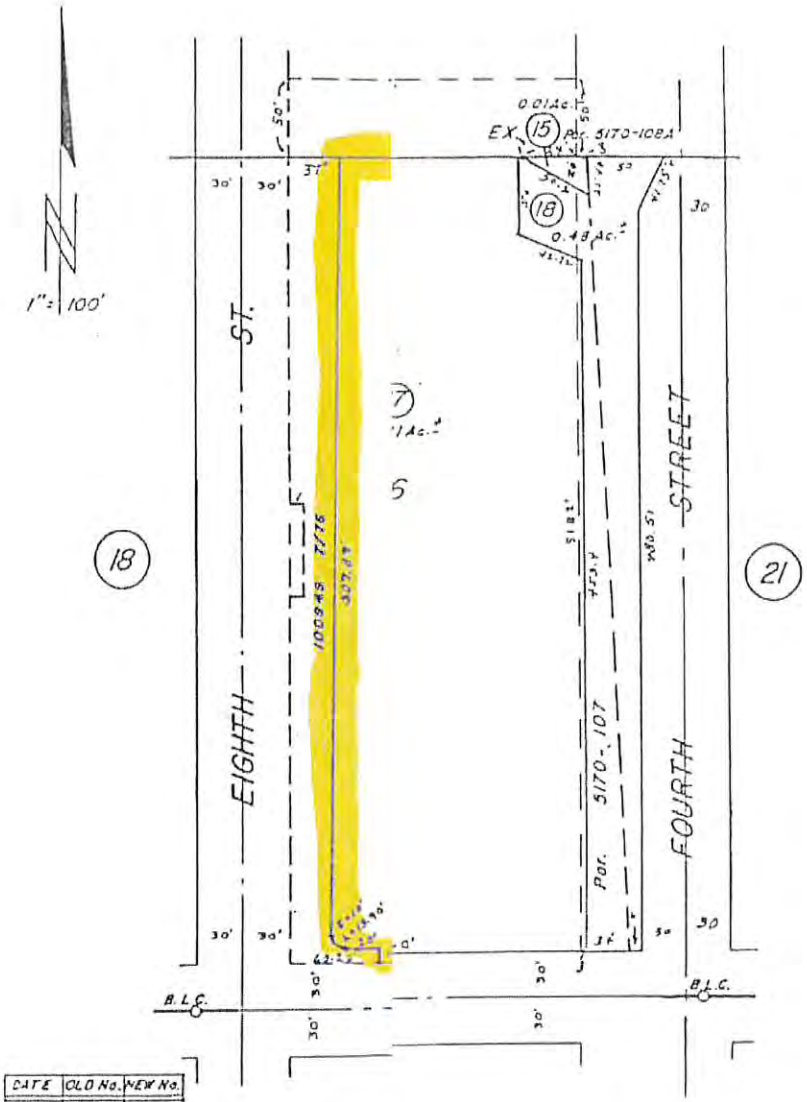


1" = 376 ft

This map represents a visure of complete accuracy please contact Banning st

540 ?

T.C.



DATE	OLD No.	NEW No.
1/74	010	011
7/72	11	12
1/76	006	13, ST.
7/74	12	14, 15
11/76	F-ST, 14	16
3/77	16	17, 19

M.

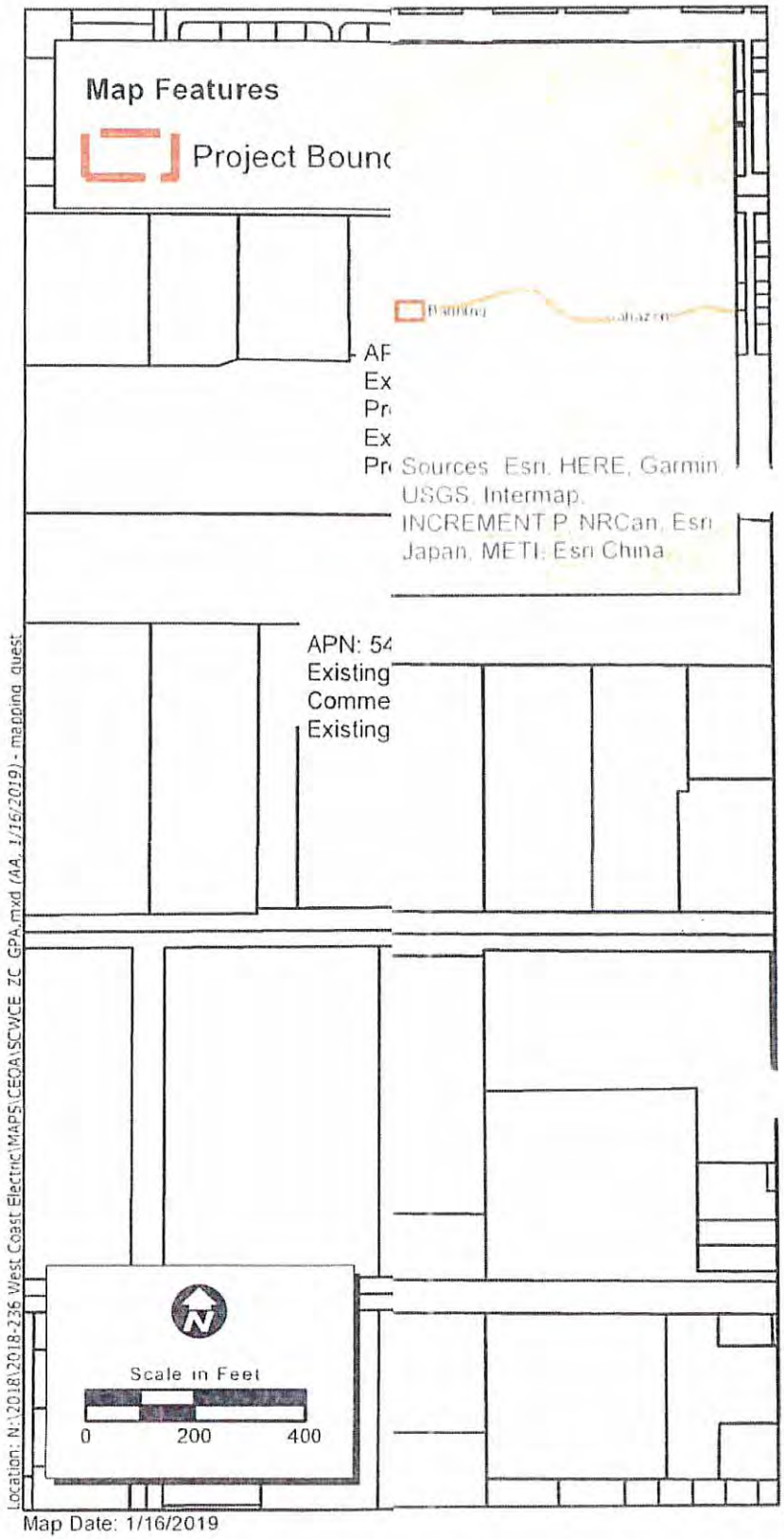
Dat

ASSESSOR'S MAP BK. 540 PG. 22
RIVERSIDE COUNTY, CALIF.

JB

AUGUST 10,

540-22



an Amendment Exhibit

ECORP Consulting, Inc. 2018-236 West Coast Electric

Exhibit "B"

Conditions of Approval

City of Banning

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

Proud History
Prosperous Tomorrow

COMMUNITY DEVELOPMENT
DEPARTMENT

PROJECT #:	General Plan Amendment No. 18-2503 and Zone Change No. 18-3502
SUBJECT:	Conditions of Approval (City Council Resolution No. 2019-___)
APPLICANT:	Shawn Lathrom/ Andy Birchard (Southern California West Coast Electric)
LOCATION:	APNs: 540-220-013 and 540-220-007

EXHIBIT B
to City Council Resolution No. 2019-___

* All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.

Community Development Department

1. The project shall at all times comply with all federal, state, County and City laws, codes, regulations, and standards, including those that relate to hazardous materials.

2. 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.

3. Any future development plans must be submitted to the Planning Commission for a full review, including environmental review, and further review by all applicable jurisdictions, including the Airport Land Use Commission (ALUC), as set forth in the Commission's March 14, 2019 staff report and the Native American Heritage Commission (NAHC).

END

Exhibit "C"

Notice of Exemption (NOE)

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA, 92507

From: (Public Agency): City of Banning
99 East Ramsey Street
Banning, CA, 92220
(Address)

Project Title: General Plan Amendment 18-2503/Zone Change 18-3502 (So Cal West Coast Electric)

Project Applicant: Shawn Lathrom and Andy Birchard

Project Location - Specific:

200 S. 8th St./(APN: 540-220-013) and 679 W. Lincoln St./(APN: 540-220-007)

Project Location - City: Banning Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
The project consists of a General Plan Amendment (GPA) to change the land use from General Commercial (GC) to Industrial (I) and a Zone Change to modify the zoning classification of the same parcels from General Commercial (GC) to Industrial (I)

Name of Public Agency Approving Project: Banning

Name of Person or Agency Carrying Out Project: Shawn Lathrom and Andy Birchard

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: 15061(b)(3)

Reasons why project is exempt:
The project is exempt, under CEQA Guidelines Section 15061(b)(3) (General Rule) (Existing Facilities) because there is no possibility that the proposed General Plan Amendment and Zone Change, re-designating and re-classifying certain real property from General Commercial (GC) to Industrial (I), will not have a significant effect on the environment.

Lead Agency Contact Person: Sonia Pierce Area Code/Telephone/Extension: (951) 922-3152

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?. ☐ Yes ☐ No

Signature: Date: May 31, 2019 Title: Senior Planner

☒ Signed by Lead Agency ☒ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Revised 2011

EXHIBIT "B"

(Notice of Exemption)

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA, 92507

From: (Public Agency): City of Banning
99 East Ramsey Street
Banning, CA, 92220
(Address)

Project Title: General Plan Amendment 18-2503/Zone Change 18-3502 (So Cal West Coast Electric)

Project Applicant: Shawn Lathrom and Andy Birchard

Project Location - Specific:

200 S. 8th St./(APN: 540-220-013) and 679 W. Lincoln St./(APN: 540-220-007)

Project Location - City: Banning Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
The project consists of a General Plan Amendment (GPA) to change the land use from General Commercial (GC) to Industrial (I) and a Zone Change to modify the zoning classification of the same parcels from General Commercial (GC) to Industrial (I)

Name of Public Agency Approving Project: Banning

Name of Person or Agency Carrying Out Project: Shawn Lathrom and Andy Birchard

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: 15061(b)(3)

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Lead Agency Contact Person: Sonia Pierce Area Code/Telephone/Extension: (951) 922-3152

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Date: May 31, 2019 Title: Senior Planner

☒ Signed by Lead Agency ☒ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Revised 2011

ATTACHMENT 2
Notice of Exemption

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA, 92507

From: (Public Agency): City of Banning
99 East Ramsey Street
Banning, CA, 92220
(Address)

Project Title: General Plan Amendment 18-2503/Zone Change 18-3502 (So Cal West Coast Electric)

Project Applicant: Shawn Lathrom and Andy Birchard

Project Location - Specific:

200 S. 8th St./(APN: 540-220-013) and 679 W. Lincoln St./(APN: 540-220-007)

Project Location - City: Banning Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
The project consists of a General Plan Amendment (GPA) to change the land use from General Commercial (GC) to Industrial (I) and a Zone Change to modify the zoning classification of the same parcels from General Commercial (GC) to Industrial (I)

Name of Public Agency Approving Project: Banning

Name of Person or Agency Carrying Out Project: Shawn Lathrom and Andy Birchard

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: 15061(b)(3)

Reasons why project is exempt:
The project is exempt, under CEQA Guidelines Section 15061(b)(3) (General Rule) (Existing Facilities) because there is no possibility that the proposed General Plan Amendment and Zone Change, re-designating and re-classifying certain real property from General Commercial (GC) to Industrial (I), will not have a significant effect on the environment.

Lead Agency Contact Person: Sonia Pierce Area Code/Telephone/Extension: (951) 922-3152

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Date: May 31, 2019 Title: Senior Planner

☒ Signed by Lead Agency ☒ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Revised 2011

ATTACHMENT 3

Proof of Publication

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 AND NOTICE OF EXEMPTION FOR CONSIDERATION OF GENERAL PLAN AMENDMENT 18-2503 AND ZONE CHANGE 18-3502 TO AMEND THE GENERAL PLAN LAND USE DESIGNATION FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I) AND TO CHANGE THE ZONING FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I), TO CONSIDER THE FUTURE CONSTRUCTION FOR INDUSTRIAL USES ON TWO PARCELS TOTALING APROXIMATELY 5.14 ACRES OF LAND LOCATED AT 200 SOUTH EIGHTH STREET AND 679 WEST LINCOLN STREET AT THE NORTHEASTERLY CORNER OF WEST LINCOLN STREET AND SOUTH EIGHTH STREET IN THE CITY OF BANNING, CALIFORNIA (APN 540-220-013, 540-220-007).

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, July 9, 2019, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the proposed project. The subject parcel is located generally at the northeast corner Lincoln Street and Eighth Street (APN 540-220-013 & 540-220-007).

Information regarding the Notice of Exemption, General Plan Amendment and Zone Change can be obtained by contacting the City's Community Development Department, Planning Division 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.banningca.gov/.

All parties interested in speaking either in support of or in opposition to this item are invited to attend the hearing, or to send their written comments to the Community Development Department, Planning Division, City of Banning at 99 E. Ramsey Street, P.O. Box 998, Banning, California, 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its 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: 06/25/2019
Publish: 06/28/2019

Record Gazette
218 N. Murray St.

Proof of Publication

(2015.5 C.C.P.)

166516 GPA 18-2503

State of California)
County of Riverside) **ss.**

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

June 28, 2019

Executed on: 06/28/2019

At Banning , CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Ana Rivera

Signature

NOTICE OF PUBLIC HEARING AND NOTICE OF EXEMPTION FOR CONSIDERATION OF GENERAL PLAN AMENDMENT 18-2503 AND ZONE CHANGE 18-3502 TO AMEND THE GENERAL PLAN LAND USE DESIGNATION FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I) AND TO CHANGE THE ZONING FROM GENERAL COMMERCIAL (GC) TO INDUSTRIAL (I), TO CONSIDER THE FUTURE CONSTRUCTION FOR INDUSTRIAL USES ON TWO PARCELS TOTALING APROXIMATELY 5.14 ACRES OF LAND LOCATED AT 200 SOUTH EIGHTH STREET AND 679 WEST LINCOLN STREET AT THE NORTHEASTERLY CORNER OF WEST LINCOLN STREET AND SOUTH EIGHTH STREET IN THE CITY OF BANNING, CALIFORNIA (APN 540-220-013, 540-220-007).

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Information regarding the Notice of Exemption, General Plan Amendment and Zone Change can be obtained by contacting the City's Community Development Department, Planning Division 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.banningca.gov/. All parties interested in speaking either in support of or in opposition to this item are invited to attend the hearing, or to send their written comments to the Community Development Department, Planning Division, City of Banning at 99 E. Ramsey Street, P.O. Box 998, Banning, California, 92220.

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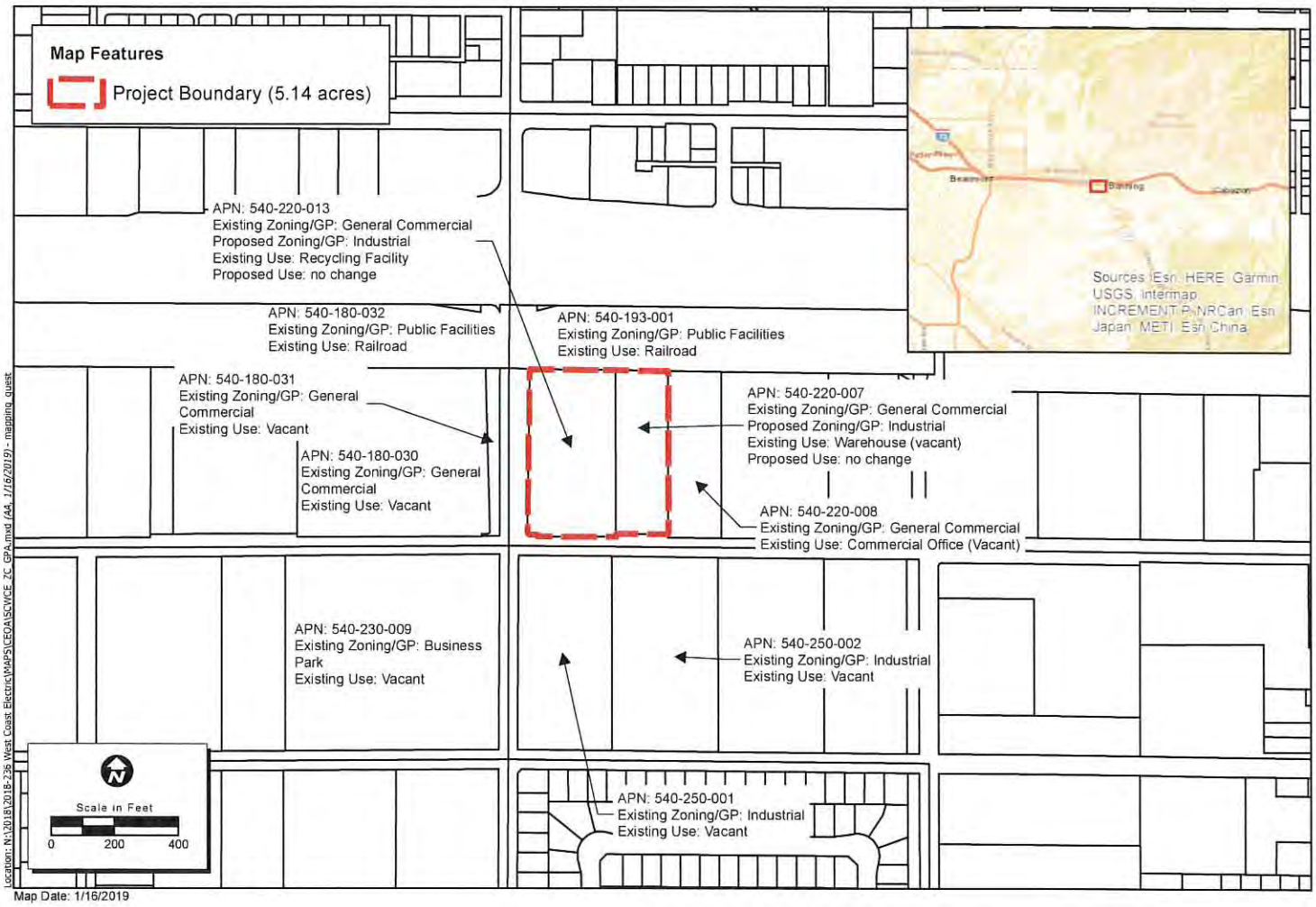
BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA
Adam B. Rush, M.A., AICP
Community Development Director
Dated: 06/25/2019
Publish: 06/28/2019
Published in
The Record Gazette
No. 166516
06/28/2019



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Zone Change/General Plan Amendment Exhibit

2018-236 West Coast Electric

SO CAL West Coast GPA 19-3503 2C 19-3502

540 180 030
Aagaard Gail Selby
3895 Morrow Ln
Chico CA 95928

540 180 031
City Of Banning
Po Box 998
Banning CA 92220

540 180 032
Southern Pacific Transportation
1700 Farnam St 10th #S
Omaha NE 68102

540 180 033
State Of Calif
Po Box 1799
Sacramento CA 95812

540 193 001
Southern Pacific Transportation
1700 Farnam St 10th #S
Omaha NE 68102

540 193 002
State Of Calif
Po Box 1799
Sacramento CA 95812

540 220 007
Slade Lohman
530 Commerce Ave #B
Palmdale CA 93551

540 220 008
Zukaza Trust
23772 Coronel Dr
Mission Viejo CA 92691

540 220 009
40 Bruin Lancaster
12671 High Bluff Dr #150
San Diego CA 92130

540 220 013
Clyde Birchard
Po Box 746
Banning CA 92220

540 230 009
Malloy Partners
556 Malloy Ct
Corona CA 92880

540 250 001
Yellowjacket
430 Cambridge Ave #100
Palo Alto CA 94306

540 250 002
Alejandra Garza
10961 Larch Ave
Bloomington CA 92316

540 250 003
Gustavo Rosales
18004 Santa Ana Ave
Bloomington CA 92316

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Doug Schulze, City Manager

PREPARED BY: Adam B. Rush, Community Development Director

MEETING DATE: August 27, 2019

SUBJECT: AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 15.76 OF THE BANNING MUNICIPAL CODE TO UPDATE PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM TO INCLUDE A PROCESS FOR WRCOG CALCULATION AND COLLECTION OF FEES UNDER THE PROGRAM, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (SECOND READING AND ADOPTION)

RECOMMENDED ACTION:

The City Council approve:

1. Staff recommends that the City Council waive further reading and adopt Ordinance No. 1549, an Ordinance of the City of Banning, amending chapter 15.76 of the Banning Municipal Code to update participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program to include a process for WRCOG calculation and collection of fees under the program; and,

2. Find that in accordance with CEQA Guidelines Section of the California Environmental Quality Act (CEQA) Guidelines that the Transportation Uniform Mitigation Fee (TUMF) Program is not a "project" within the meaning of Section 15378 and Section 15061(b)(3) of the CEQA Guidelines and is therefore exempt from the requirements of CEQA. Ordinance No. 1549 will have no effect on the environment. The adoption of this Ordinance approves and sets forth a procedure for determining fees for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas and is statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15273(a)(4).

APPLICANT INFORMATION

City of Banning
99 East Ramsey Street
Banning, CA 92220

BACKGROUND:

The City is a Member Jurisdiction of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen (18) cities located in Western Riverside County. Acting in concert, the WRCOG Member Jurisdictions approved a plan in 2002-2003 whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development. WRCOG, upon recommendation by the WRCOG Executive Committee, recently adopted a revision to the TUMF calculation and collection process to provide agencies an option in which WRCOG calculates and collects TUMF on behalf of member agencies that elect to delegate the fee calculation and collection to WRCOG.

DISCUSSION:

Member agency staff are currently responsible for calculating and collecting TUMF for all new development within its jurisdiction. TUMF funds are remitted to WRCOG monthly, and in-depth reviews are conducted on an annual basis. On October 1, 2018, WRCOG approved a policy change to the TUMF calculation process to allow member agencies the option to shift responsibility for TUMF calculations and collections to WRCOG in an effort to improve the cost-effectiveness of the process for WRCOG and its member agencies.

The option to delegate the TUMF calculation and collection to WRCOG provides numerous benefits, including a significant reduction in local agency staff time required to calculate and collect the TUMF, elimination of the need for extensive end of the year reviews, and a shift of the responsibility for errors from the member agency to WRCOG. Under the current process, member agency's bear the responsibility for any errors related to TUMF calculations and collections. This update to the process will result in savings to member agency planning and public work resources, in addition to the member agency's finance department resources.

The general process for TUMF calculations by WRCOG will require member agency staff to electronically complete TUMF calculation worksheets, with project-specific details, and submit to WRCOG. WRCOG staff has committed to a 48-hour response time – wherein most calculations will be completed within 48 hours, or additional information will be requested by WRCOG within 48 hours if there are unique project circumstances to consider. WRCOG staff will maintain a database of all credit agreements and the credit agreement process will not change significantly. WRCOG will host a secure, online web portal to provide the option for electronic fee payment by

developers. Developers will also have the option of going to the WRCOG office to make TUMF payments in person. Once a project has paid TUMF, receipt of payment will be forwarded to the developer and applicable member agency staff. Because WRCOG will be responsible for all calculations and collections, member agency staff time required for TUMF monthly reports and annual reviews would be dramatically reduced.

In the event of a TUMF assessment dispute, developers will retain the option to appeal the assessment by WRCOG and pay the TUMF in protest, so that the project can still move forward. The TUMF dispute resolution process will be streamlined, allowing developers to go directly to WRCOG with disputes. Most notably, responsibility for TUMF miscalculations will shift from the member agency to WRCOG, given that the information provided by the member agency is complete and accurate.

WRCOG calculation and collection of TUMF is permissible under the Mitigation Fee Act. Shifting responsibility to WRCOG is not mandatory at this time; thus, member agencies could also retain TUMF calculation and collection responsibility. WRCOG calculation and collection of TUMF would require approval of an updated TUMF Ordinance and could take effect as soon as September of 2019.

FISCAL IMPACT:

There is no negative fiscal impact associated with the adoption of this ordinance. The City's Community Development staff currently dedicates staff time to the collection, processing, and distribution of TUMF to the Western Riverside COG, as well as processing month-end and annual reports for program compliance. Adoption of this ordinance will result in a significant reduction in local agency staff time required to calculate and collect the TUMF, elimination of the need for extensive end-of-the-year reviews, and a shift of the responsibility for errors from the member agency to WRCOG.

ALTERNATIVES:

Not approving the proposed ordinance will default to the current method of TUMF collection. As stated herein, our existing practice of TUMF collection is time consuming and substantial use of valuable staff time.

ATTACHMENTS:

1. Ordinance No. 1549
2. Notice of Exemption (NOE)

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Ordinance No. 1549

ORDINANCE NO. 1549

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 15.76 OF THE BANNING MUNICIPAL CODE TO UPDATE PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM TO INCLUDE A PROCESS FOR WRCOG CALCULATION AND COLLECTION OF FEES UNDER THE PROGRAM, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:

Section 1. Title. This Ordinance shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2019" ("Ordinance").

Section 2. Findings. The City Council finds and determines as follows:

A. The City of Banning ("City") is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the "Regional System") could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development.

B. WRCOG and the City, upon the recommendation of the WRCOG Executive Committee, now desire to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2018.

C. The findings set forth in Ordinance No. 1514 remain true and correct, and by this reference are incorporated into this Ordinance No. 1549 as if set forth in full herein. This Ordinance No. 1549 shall amend and supersede the provisions of Ordinance No. 1514, and to the extent any provisions herein conflict with any provisions of Ordinance No. 1514 or any other ordinance of the City, the City Council finds and determines that it is the intent of the City Council that the provisions herein shall control.

Section 3. Chapter 15.76 ("The Western Riverside County Transportation Uniform Mitigation Fee") of Title 15 ("Building and Construction") of the Banning Municipal Code is hereby amended to read as follows:

"Chapter 15.76

THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE

Sections:

15.76.010 Title.

15.76.020 Definitions.

15.76.030 Establishment of the transportation uniform mitigation fee.

15.76.040 Reimbursements.

15.76.050 Procedures for the levy, collection, and disposition of fees.

15.76.060 Appointment of the TUMF administrator.

15.76.070 Effect.

15.76.010. Title.

This chapter shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2019" ("Ordinance").

15.76.020 Definitions.

For the purpose of this chapter, the following words, terms and phrases shall have the following meanings:

A. "Class 'A' Office" means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'A" Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. "Class 'B' Office" means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'B" Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior

lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

C. "Development Project" or "Project" means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. "Disabled Veteran" means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

E. "Government/public buildings, public schools, and public facilities" mean any owned and operated facilities by a government entity in accordance with subsection (F)(2) of section 15.76.030. A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply only if all of the following conditions are met:

1. The new development being constructed is subject to a long-term lease with a government agency.

2. The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than twenty years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

3. No less than ninety percent of the total square footage of the building is leased to the government agency during the term of deed restriction the long term and any extensions thereof.

4. The new development is constructed at prevailing wage rates.

5. A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

6. Based on the facts and circumstances WRCOG determines that the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

F. "Gross Acreage" means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

G. "Guest Dwellings" and "Detached Second Units" mean, according to the State of California legal definition as follows: (i) the second unit is not intended for sale and may be rented; (ii) the lot is zoned for single-family dwellings; (iii) the lot contains an existing single-family dwelling; (iv) the second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling

and located on the same lot as the existing dwelling; and (v) are ministerially amended by each jurisdiction's local codes.

H. "Habitable Structure" means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

I. "Industrial Project" means any development project that proposes any industrial or manufacturing use allowed in the following Title 17 zoning classifications: Industrial (I), Airport Industrial (AI), Business Park (BP), or Specific Plan, with one of the aforementioned zoning districts used as the base zone.

J. "Long-Term Lease" as used in the TUMF Program, means a lease with a term of no less than twenty years.

K. "Low Income Residential Housing" means "Residential Affordable Units": (A) for:

1. Rental housing, in which the units shall be made available, rented and restricted to "lower income households" (as defined in Health and Safety Code § 50079.5) at an "affordable rent" (as defined in Health and Safety Code § 50053). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at least fifty-five years after the issuance of a certificate of occupancy for new residential development.

2. For-sale housing, in which the units shall be sold to "persons or families of low or moderate income" (as defined in Health and Safety Code § 50093) at a purchase price that will not cause the purchaser's monthly housing cost to exceed "affordable housing cost (as defined in Health and Safety Code § 50052.5). Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five years after the issuance of a certificate of occupancy for the new residential development.

L. "Mixed-Use Development" as used in the TUMF Program, means Developments with the following criteria: (i) three or more significant revenue-producing uses, and (ii) significant physical and functional integration of project components.

M. "Multi-Family Residential Unit" means a development project that has a density of greater than eight (8) residential dwelling units per gross acre.

N. "Non-profit Organization" means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial port of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c) (3) charitable organization as defined by the Internal Revenue Service.

O. "Non-Residential Unit" means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

P. "Recognized Financing District" means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

Q. "Residential Dwelling Unit" means a building or portion thereof used by one family and containing but one kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.

R. "Retail Commercial Project" means any development project that proposes any commercial use not defined as a service commercial project allowed in the following Title 17 zoning classifications: Downtown Commercial (DC), General Commercial (GC), Highway Serving Commercial (HSC), or Specific Plan, with one of the aforementioned zones used as the base zone.

S. "Service Commercial Project" means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices eating/dining facilities, and other uses related to personal or professional services.

T. "Single Family Residential Unit" means each residential dwelling unit in a development that has a density of eight units to the gross acre or less.

U. "TUMF Administrative Plan" means that the TUMF Administration Plan adopted by the WRCOG Execution Committee on May 5, 2003, as amended, setting forth detailed administration procedures and requirements for the TUMF program.

V. "TUMF Participating Jurisdiction" means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

15.76.030 Establishment of the transportation uniform mitigation fee.

A. Adoption of TUMF Schedule. The City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time.

B. Fee Calculation. The fees shall be calculated by WRCOG according to the calculation methodology fee set forth in the WRCOG TUMF Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. In addition to data in the Fee Calculation Handbook, WRCOG Staff may consider the following items when establishing the appropriate fee calculation methodology:

1. Underlying zoning of the site,

2. Land-use classifications in the latest Nexus Study,

3. Project specific traffic studies,

4. Latest Standardized reference manuals such as the Institute of Traffic Engineers Trip Generation Manual,

5. Previous TUMF calculations for similar uses, and

WRCOG staff shall approve final draft credit / reimbursement agreement prior to execution. WRCOG shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided by the City. In case of a conflict between the applicant, WRCOG, and/or the City regarding the fee calculation methodology, the dispute resolution process in the TUMF Administrative Plan will apply.

C. Fee Adjustment. The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Resolution reference is subsection A, above, the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this chapter, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four years after the effective date of this chapter.

D. Purpose. The purpose of the TUMF is to fund those certain improvements to the Regional System as depicted in Exhibit "A" of the ordinance codified in this chapter and identified in the 2016 Nexus Study, Exhibit "B" of the ordinance codified in this chapter.

E. Applicability. The TUMF shall apply to all new development within the City, unless otherwise exempt hereunder.

F. Exemptions. The following types of new development shall be exempt from the provisions of this chapter and the TUMF Administrative Plan:

1. Low income residential housing as described in (k) of section 15.76.020 and in the TUMF Administrative Plan.

2. Government/public buildings, public schools, and public facilities as described in subsection (E) of section 15.76.020 and in the TUMF Administrative Plan. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

3. Development Projects that are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq*, prior to the effective date of Ordinance No. 1344, wherein the imposition of new fees is expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of Ordinance No. 1344, the TUMF shall be imposed.

4. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

5. Guest Dwellings and Detached Second Units as described in subsection (G) of section 15.76.020 and in the Administrative Plan

6. Kennels and Catteries established in connection with an existing single family residential unit.

7. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venues, coffee/snack shops, book stores, for-profit pre-school day-cares, etc., which would be assessed TUMF).

8. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

9. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans."

10. Other uses may be exempt as determined by the WRCOG Executive Committee as further defined in the TUMF Administrative Plan.

G. Credit. Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

1. Regional Tier.

a. Arterial Credits. If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study for the Regional System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.

b. Other Credits. In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.

c. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

2. Local Tier.

a. The local jurisdictions shall compare facilities in local fee programs against the Regional System and eliminate any overlap in its local fee program except where there is a Recognized Financing District has been established.

b. If there is a Recognized Financing District established, the City may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

15.76.040 Reimbursements.

Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Zone Transportation Improvement Program's adopted annually by WRCOG.

15.76.050 Procedures for the levy, collection, and disposition of fees.

A. Authority of the Building Department. The Community Development Director, or his/her designee, is hereby authorized to provide WRCOG with development project specifics for the calculation of TUMF in a manner consistent with the TUMF Administrative Plan.

B. Payment. Payment of the fees shall be as follows:

1. All fees collected hereunder shall be collected by WRCOG for deposit, investment, accounting and expenditure in accordance with the provisions of this chapter, TUMF Administrative Plan, and the Mitigation Fee Act.

2. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "payment date"). However, this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the payment date, the amount of the fee due shall be based on the TUMF fee schedule in place on the payment fate. The fees shall be calculated according to fee schedule set forth in the ordinance codified in this chapter and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

3. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this chapter, not the date the ordinance codified in this chapter was initially adopted. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

4. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

5. Fees shall not be waived.

C. Issuance of Certificate of Occupancy. The City shall not issue a certificate of occupancy for any Development Project until WRCOG has provided written evidence that it has collected the fee.

D. Appeals. Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

E. Reports to WRCOG. The City Manager, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under section 15.76.060.

15.76.060 Appointment of the TUMF administrator.

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to collect all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this chapter and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this chapter shall be contained in the TUMF Administrative Plan. Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances. WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed one percent of the revenue raised by the TUMF Program. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

15.76.070 Effect.

No provisions of this chapter shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This chapter does not create any new TUMF."

Section 4. Environmental Exemption. The City Council hereby determines, in accordance with Section 15061(b) of the California Environmental Quality Act Guidelines (the "CEQA Guidelines") (14 Cal. Code Regs. § 15000 *et seq.*) that the Transportation

Uniform Mitigation Fee Program as described in this Ordinance is not a "project" within the meaning of Section 15378 and Section 15061(b)(3) of the CEQA Guidelines and is therefore exempt from the requirements of CEQA. The Ordinance establishes a funding mechanism for potential transportation improvements and does not approve the construction nor cause the construction of any specific transportation improvements within Riverside County. This Ordinance will have no effect on the environment. Pursuant to CEQA Guidelines Sections 15061(d) and 15062, the City Manager is hereby directed to cause a Notice of Exemption to be prepared, executed, and filed for the foregoing determination in the manner required by law, that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary. In addition, the adoption of this Ordinance approves and sets forth a procedure for determining fees for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas and is statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15273(a)(4).

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the diction of any court of competent jurisdiction, such decision shall not affect the validity or the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions were to be declared invalid or unconstitutional.

Section 6. No Procedural Defenses. The City acknowledges that WRCOG takes the position that jurisdictions that participate in the TUMF program are prohibited from raising procedural defenses, including, without limitation, a statute of limitations, laches, the California Government Tort Claims Act, and necessary parties, in a dispute with WRCOG regarding the matters set forth in this Ordinance.

Section 7. Certification; Effective Date; Publication. The City Clerk shall certify to the adoption of this Ordinance. This Ordinance shall be effective sixty (60) days following its adoption, and within fifteen (15) days after its adoption, the City Clerk shall cause this Ordinance or a summary hereof to be published and or posted as required by law and by the City's ordinances and resolutions.

PASSED, APPROVED, AND ADOPTED on the 27th day of August, 2019.

_____
Art 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. 1549, was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of July, 2019, and was duly adopted at a regular meeting of said City Council on the 27th day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

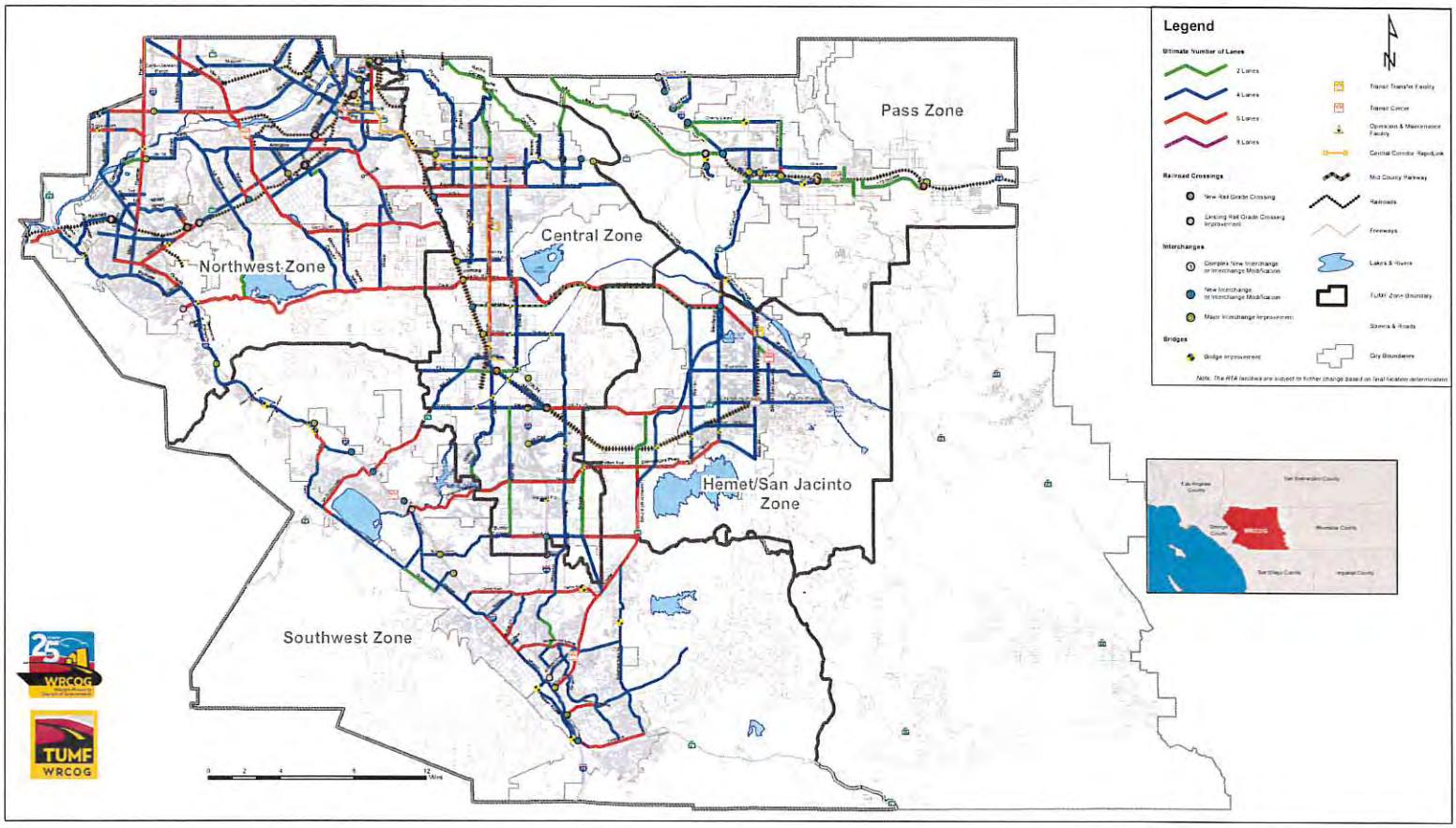
ABSENT:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

EXHIBIT "A"

MAP OF REGIONAL SYSTEM
(Attached)



Regional System of Highways and Arterials (RSHA)

Transportation Uniform Mitigation Fee Program | Figure 4.4

EXHIBIT "B"

NEXUS STUDY
(Attached)

http://www.wrcog.cog.ca.us/DocumentCenter/View/1020/TUMF-2017-Nexus-Study-current?bidId=

ATTACHMENT 2
Notice of Exemption

CITY OF BANNING COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF EXEMPTION
(NOE)

To: Riverside County
Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507

From: City of Banning
Community Development Department
99 E. Ramsey St.
Banning, CA 92220

Subject: Filing of Notice of Exemption (NOE) in compliance with Public Resources Code Section 21083 and 21110.

Project Title

An Ordinance of the City of Banning, Amending Chapter 15.76 to Update Participation in the WRCOG TUMF Program to Include a Process for WRCOG Calculation and Collection of Fees.

N/A	Adam B. Rush, AICP	(951) 922-3131
State Clearinghouse Number	**Lead Agency Contact Person**	**Telephone Number**

Project Location

The administration of the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) is implemented for all residential, commercial, and industrial building permits within the City limits for the City of Banning. All parcels and all Assessor's Parcel Numbers (APN).

Project Description

The City is a Member Jurisdiction of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen (18) cities located in Western Riverside County. Acting in concert, the WRCOG Member Jurisdictions approved a plan in 2002-2003 whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development. WRCOG, upon recommendation by the WRCOG Executive Committee, recently adopted a revision to the TUMF calculation and collection process to provide agencies an option in which WRCOG calculates and collects TUMF on behalf of member agencies that elect to delegate the fee calculation and collection to WRCOG.

The project site is not on a list compiled pursuant to Government Code Section 65962.5.

Public Review Process

This is to advise that the City of Banning has determined that a Notice of Exemption (NOE) is the appropriate CEQA environmental determination for the proposed project. The City has determined, in accordance with Section 15061(b) of the California Environmental Quality Act Guidelines (the "CEQA Guidelines") (14 Cal. Code Regs. § 15000 *et seq.*) that the Transportation Uniform Mitigation Fee Program as described in this Ordinance is not a "project" within the meaning of Section 15378 and Section 15061(b)(3) of the CEQA Guidelines and is therefore exempt from the requirements of CEQA. In addition, the adoption of this Ordinance approves and sets forth a procedure for determining fees for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas and is statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15273(a)(4).

The Notice of Exemption is available for review at the City of Banning Community Development Department office located at 99 E. Ramsey Street, Banning, CA 92220, as well as the Community Development website at www.banningca.gov.

Written comments may be mailed or delivered to the following address:

City of Banning
Community Development Department
99 E. Ramsey St.
Banning, CA 92220

Written comments may be submitted via e-mail to: arush@banningca.gov

Deadline to submit public comments:
August 27, 2019, by 5:00 p.m.

August 27, 2019

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

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CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Doug Schulze, City Manager**
PREPARED BY:	**Tom Miller, Banning Electric Utility Director** **Kevin G. Ennis, City Attorney** **Laurie Sampson, Executive Assistant**
MEETING DATE:	**August 27, 2019**
SUBJECT:	**Ordinance No. 1550 and Resolution No. 2019-99, Providing for Public Works Contracting Pursuant to the Uniform Public Construction Cost Accounting Act, Establishing Dollar Thresholds for Required Approvals of those Contracts, and Making a Determination of Exemption under CEQA**

RECOMMENDED ACTION:

It is recommended the City Council take the following two actions:

(1) Waive further reading and adopt Ordinance No. 1550, An Ordinance of the City of Banning Providing for Public Works Contracting Pursuant to the Uniform Public Construction Cost Accounting Act, Amending Title 3 of the Banning Municipal Code, and Making a Determination of Exemption under CEQA; and

(2) Adopt Resolution No. 2019-92, A Resolution of the City of Banning Electing to become Subject to the Uniform Public Construction Cost Accounting Act.

BACKGROUND:

The City of Banning's Purchasing System Ordinance currently provides that all public project contracts exceeding $5,000 must be contracted for and let pursuant to certain standard provisions of the California Public Contract Code that apply to public works contracts awarded by cities. Those provisions require traditional open, noticed, competitively bid public project contracts to be awarded to the lowest responsible and responsive bidder. (Banning Municipal Code Section 3.24.100, California Public Contract Code Section 20160, et seq.) The term "public projects" generally means the construction, alteration, renovation or repair of City owned structures and facilities. It includes painting and repainting work, but excludes work constituting "maintenance", as specifically defined, of existing facilities.

The goal and purpose of the public project contracting requirement is to provide for an open and competitive system of contracting for public projects so as to ensure that public funds are spent economically. This is achieved through this process because contracts must be awarded to the lowest responsive and responsible bidder rather than to the City's preferred or favored bidder. This process also ensures that all qualified contractors operating in the marketplace have an equal ability to seek and obtain contract work from the City. City staff and officials are precluded from steering public works construction contracts to contractors favored by staff, the Council or the community. This is intended to result in a fair and open contracting marketplace for public works in the City and in California generally, all for the benefit of the public.

This means that if the City seeks to undertake any new improvement or repair projects involving the City's buildings, parks, roads and other publicly owned infrastructure (public works) that are likely to cost over $5,000, a formal public bidding process must be undertaken before a contractor can be selected and the public work undertaken.

However, this low dollar threshold of $5,000, which is set by State law, has been in place in the City of Banning since at least 1965 and has not been adjusted by the State since that time. This low threshold can cause a degree of bureaucratic expense and delay, while not achieving the same degree of cost-efficiencies, openness, and fairness that was originally intended. In addition, the City's Electric Utility Department is interested in streamlining the public contracting process for certain types of public works projects.

On February 26, 2019, the City Council approved a request from the Director of the Banning Electric Utility to exempt purchases of routinely purchased supplies, equipment and materials (as distinguished from public facility construction work) from the City's formal competitive purchasing requirements and to allow those purchases to occur through informal bidding or by negotiated contract. This request was approved through the adoption of Resolution No. 2018-156 and which amended Note 7 of Section 3-105 of Article 2 of the City's Purchasing Policy No. B-30. On May 28, 2019, and pursuant to the revised provisions of the Purchasing Policy, the City Council approved the use of that exemption by the Banning Electric Utility on a blanket basis for the rest of Fiscal Year 2019/20 and for Fiscal Year 2020/21. These actions permit the Banning Electric Utility to purchase routine supplies, equipment and materials, some of which are only available from particular manufacturers and suppliers, directly from known and reliable suppliers without having to publicly bid for those items over the approved period of time.

However, those earlier actions only pertained to purchases of supplies, equipment and materials and did not apply to awarding public project contracts. Therefore, City Staff and the City Attorney's Office have explored additional ways in which the process of contracting for public projects can be streamlined, not only for the Banning Electric Utility, but also for the Public Works Department that oversees the operation of the City's water and wastewater utilities and the Parks Department that oversees public parks in the City.

On Wednesday, July 9, 2019, the City Council adopted for the first reading, Ordinance 1550.

A. Summary of the Uniform Public Construction Cost Accounting Act Procedures

In 1983, the State adopted what is known as the Uniform Public Construction Cost Accounting Act (UPCCAA). The UPCCAA authorizes public entities in California to follow a public contracting approval process that is an alternative to the traditional public contracting system that cities followed. The UPCCAA was enacted to promote uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public agencies in the State. The UPCCAA sets forth a voluntary program available to most public agencies, including cities, and it applies only to public agencies that have opted to be governed by its provisions. The City has not previously elected to be subject to the UPCCAA. If the City elects to become subject to the UPCCAA, the City will no longer be required to adhere to the $5,000 threshold for public project bidding and the City can avail itself to a sliding scale of public bidding procedures, depending on the anticipated cost of the project. The City can also take advantage of certain other differences in the process of awarding contracts for public projects.

In summary, the UPCCAA provides greater flexibility to cities by establishing a sliding scale of formality in the bidding process depending on the dollar amount of the project. It also provides for periodic inflationary adjustment to the dollar thresholds of each of three levels of contracting procedures. Also, and importantly, it contains certain exemptions from public contracting requirements for certain types of City owned utility system work.

The three levels of procedures allowed for under the UPCCAA are summarized as follows:

- The first level is for "public projects" costing $60,000 or less. This first level is referred to "open market" purchases or contracts. Work of that value or less that qualifies as a public project can be undertaken by the City without having to formally advertise or seek quotes or bids from various contractors. The UPCCAA allows cities to undertake these projects by the use of City employees, by force account (already budgeted funds used to pay city employee salaries who do the work), negotiated contract or purchase order. Public project contracts at this level can be awarded to any qualified contractor selected by the City and without the need to publicly advertise or seek bids prior to the award of that contract.

- The second level is known as informal bidding. These procedures would apply to work on public projects that would be valued between $60,001 and $200,000. Note, however, that the UPCCAA provides that if all bids received are in excess of $200,000, the City may, by adoption of a resolution by a four-fifths vote, award the contract, up to $212,000, to the lowest responsible bidder, if it determines the cost estimate of the City was reasonable. Pursuant to Public Contract Code Section 22034, the informal bidding procedures include mailing of a notice inviting informal bids to a list of pre-qualified contractors and/or construction trade journals, not less than ten (10) calendar days before bids are due. The notice describes the project in general terms, ways to obtain more detailed information about the project, and the time and place for submission of bids. The list of pre-qualified contractors would need to be developed in accordance with procedures and standards developed by

the California Uniform Construction Cost Accounting Commission ("Commission"). Alternatively, the City could send the notice out to a range of trade journals, or could send to the pre-qualified list and provide notice in trade journals. Fortunately, the Commission has published and recently updated its "Cost Accounting Policies and Procedures Manual". This Manual provides substantial information and guidance on implementing the specific requirements applicable to informal bidding, and is available on the Commission's website at: https://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf

Whenever possible, contracts awarded using the informal bidding procedures would be based on at least three bids by qualified bidders. Factors considered for the establishment of a list of qualified contractors may include: successful and timely completion by the contractor of projects of similar scope, size and quality; relevant licenses or certifications; available resources, finances and personnel to complete the work; history of claims and actions related to other public projects; and performance history with the City. As presently drafted, and for these levels of public project contracts, the City Manager would be permitted to award the contract to the lowest, responsive and responsible bidder.

- The third level is for formally bid contracts, which applies to contracts for public project work of more than $200,000. The formal bid procedures include the issuance of a notice inviting formal bids that states the time and place for the receiving and opening of sealed bids and distinctly describes the project. The notice must be published in a newspaper of general circulation at least fourteen (14) calendar days before bids are opened. Contracts for formal bids are awarded by the City Council to the lowest responsive and responsible bidder.

The UPCCAA contracting process would apply to the award of contracts for "public projects." A public project is defined as construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased or operated facility. It also includes painting or repainting of any publicly owned, leased or operated facility.

Please note, however, that while the UPCCAA significantly streamlines *public bidding procedures,* other requirements in State law applicable to public works contracts remain in effect. These include, but are not limited to, provisions of the California Labor Code applicable to public works (and maintenance contracts) for contracts exceeding $1,000, such as prevailing wages and contractor registration with the Department of Industrial Relations; payment bonds for contracts over $25,000; and mandatory dispute resolution procedures.

By adopting the City's draft UPCCAA Ordinance, the Departments of the City that undertake and oversee most of the public project contracts would be able to utilize more streamlined public project contracting for "public projects" of $200,000 or less, and could, depending on how the awarding levels are set, avoid having to have the City Council approve certain levels of those specific public works contracts.

Each of the dollar thresholds between the three levels is subject to change and increase over time as the Legislature increases those limits periodically.

It is entirely discretionary should the City Council wish to set the dollar thresholds for open market purchases or informal bidding to lower levels (less than $60,000 and less than $200,000) or to require public project contracts of a lower dollar amount to be awarded only by the City Manager and not Department heads, or awarded by the City Council and not by the City Manager. The draft ordinance allows public projects of $60,000 or less to be awarded by the Director of the Banning Electric Utility or the Director of Public Works, for public project contracts within his or her department, respectively. The draft Ordinance also allows the City Manager to award public project contracts up to $200,000. Only public project contracts greater than $200,000, would require City Council approval under the current draft of the Ordinance.

Another aspect of the adoption of the UPCCAA Ordinance is its exemptions. By becoming subject to the UPCCAA, the City will be able to avail itself of certain exemptions from public bidding that apply only to City owned utility systems. Pursuant to provisions of the UPCCAA, the term "public project" to which the three levels of bidding requirements apply, would only apply in the context of a public project for a City owned utility system if that public project involved "the construction, erection, improvement, or repair of dams, reservoirs, power plants and electrical transmission lines of 230,000 volts or higher." It is anticipated that many routine projects for street light replacement, power pole replacement, electrical line undergrounding, and line replacement would fall into this exemption and, therefore, not be subject to competitive bidding, even if those projects fall within or above one of the bidding levels under the UPCCAA. If the City wants to retain some public bidding requirements on these exempt projects, the City may do so in follow-up revisions or clarifications to the City's Purchasing Policy, in follow-up revisions to the City's Purchasing Systems Ordinance, or in revisions to both documents.

B. Summary of Policy Decisions in the Adoption of a UPCCAA Ordinance

As noted above, the City, in adopting its UPCCAA Ordinance, has discretion to set the dollar amount of the three levels of bidding procedures to levels lower than the maximum amounts set forth in the statute. Therefore, the City Council can elect to set the threshold for informal bidding at less than $60,001 and the threshold for formal bidding at less than $200,001. Similarly, the City Council has discretion to delegate or not delegate awarding authority for contracts under the two lower thresholds to only the City Manager or his or her designee, and to require informal bids and not just formal bids, to be approved by the City Council rather than the City Manager. These are policy decisions to balance the Council's desire to streamline the process while ensuring accountability. Any of these changes would require amendment of the draft Ordinance at the time of its introduction, or prior to consideration of this matter by the Council at a later meeting.

C. Implementation

If the City Council chooses to adopt the draft UPCCAA Ordinance and Resolution, City staff will undertake a review of existing Purchasing Policy provisions that apply to public

facility contracting work so as to ensure consistency between the procedures in the UPCCAA Ordinance and the City's Purchasing Policy. As part of that process, City staff will also consider, and if necessary, propose revisions to the City's Purchasing Policy that provide for appropriate oversight of the contracting process for public facility contracts that are exempt from the UPCCAA process.

D. Alternatives

In addition to the policy decisions noted above, the City Council has the following alternatives:

1. Introduce Ordinance No. 1550, the City's draft UPCCAA Ordinance as presently drafted and adopt and file with the Commission the City's UPCCAA Resolution, electing to have the City become subject to the UPCCAA;

2. Introduce Ordinance No. 1550 with amendments and adopt the City's UPCCAA Resolution;

3. Direct staff to consider further revisions to the draft Ordinance and Resolution and have the draft documents with those revisions brought back for further consideration and potential action at a subsequent meeting; or

4. Leave the City's current public project contracting process in place with no amendments and not adopt the draft UPCCAA Ordinance and Resolution.

CEQA DETERMINATION

City Staff has determined that the adoption of the draft UPCCAA Ordinance and Resolution are actions exempt from the requirements of the California Environmental Quality Act ("CEQA") and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA. The amendments to the City's Purchasing Systems Ordinance and adoption of the proposed Ordinance and Resolution, by which the City elects to become subject to the UPCCAA, do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that the City's adoption of the UPCCAA Ordinance or Resolution will have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACTS

Adoption of the draft UPCCAA Ordinance and Resolution will permit the City to save City staff time in undertaking the process of formally bidding public project contracts between $5,000 and $200,000. It can result in time saved between the point that a public project is budgeted and approved, and the point that a contract for the construction of that project

can be undertaken and completed. This may result in the public projects being completed more quickly. For projects between $5,000 and $60,000, there may be greater uncertainty as to whether the work is let for the lowest cost, as contracts within that lowest of the three levels under the UPCCAA process can be awarded without bids from multiple contractors. For contracts between $60,000 and $200,000 that are awarded under the informal bidding procedures, the quality of prospective contractors may be improved because only pre-qualified contractors will be bidding on those projects. Thus, time and expense in addressing issues the City may encounter with less qualified contractors is likely to be saved. Contracts of more than $200,000 will be awarded in the same manner as currently applies to those contracts.

Adoption of the UPCCAA Ordinance will provide exemptions to public bidding for certain routine work in connection with the City's publicly owned utility systems. This will provide operational efficiencies in the Banning Electric Utility and in the City's water and wastewater, utility systems by allowing the Departments that oversee those utilities to avail themselves of exceptions to the public bidding requirements for many types of routine public project work undertaken by those utilities. Additionally, cost control and savings through bidding and oversight will depend on future revisions and clarifications made to the City's Purchasing Policy and Purchasing Systems Ordinance.

ATTACHMENTS

1. Ordinance No. 1550 (Adopting a UPCCAA Ordinance)
2. Resolution No. 2019-99 (Electing to be subject to the UPCCAA)

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Ordinance No. 1550

(Ordinance to adopt
UPCCAA public contracting procedures)

ORDINANCE NO. 1550

AN ORDINANCE OF CITY OF BANNING PROVIDING FOR PUBLIC WORKS CONTRACTING PURSUANT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT, AMENDING TITLE 3 OF THE BANNING MUNICIPAL CODE AND MAKING A FINDING OF EXEMPTION UNDER CEQA IN CONNECTION THEREWITH

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

Section 1. The City Council makes the following findings in connection with the adoption of this Ordinance:

A. Prior to the enactment of the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, *et seq.* ("the Act"), local agencies in California, including the City of Banning, were required to competitively bid all public projects, as defined, in excess of $5,000 in accordance with the requirements of California Public Contract Code Section 20160, et seq. Further, prior to the Act, a uniform cost accounting standard was unavailable for construction work performed or contracted by or for local public agencies.

B. Pursuant to the Act, the Uniform Construction Cost Accounting Commission, in conjunction with the State Controller, has established uniform public construction cost accounting procedures for implementation by local public agencies electing to be governed by the provisions of the Act in performing or contracting for construction of public projects.

C. The City Council finds and determines that it is in the best interests of the City of Banning to be subject to the provisions of the Act. The benefits to the City include, but are not limited to, availability of alternate bidding procedures allowing the City to perform work costing up to and including $60,000, as may be revised, by force account, and to let contracts by informal procedures for public projects costing up to and including $200,000, as may be revised, or more under specified circumstances.

D. California Public Contract Code Section 22034 requires each public agency that elects to become subject to the uniform construction cost accounting procedures to enact an informal bidding ordinance that complies with the requirements set forth in Section 22034.

E. The City Council intends this ordinance to comply with Public Contract Code Section 22034.

Section 2. The City Council finds and determines that the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, it can be seen with certainty that

there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA. The amendments to the City's Purchasing Systems Ordinance by the adoption of this Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that the City's adoption of this Ordinance will have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Section 3. Section 3.24.020 (Definitions) of Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the Banning Municipal Code is hereby amended to add the following definitions in alphabetical order:

> "'Public project' shall have the meaning ascribed in Section 22002 of the Public Contract Code, as it now exists or may subsequently be amended. The term "public project" is currently defined in Section 22002 of the Public Contract Code to mean any of the following: (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any City owned, leased, or operated facility; (2) Painting or repainting of any City owned, leased, or operated facility; (3) In the case of a City owned utility system, 'public project' shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. 'Public project' includes 'public works project.' For purposes of the definition of 'public project,' the term 'facility' means any plant, building, structure, and ground facility, but does not include the City's public utility systems except for dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. 'Public project' does not include maintenance work. For purposes of the exclusion from 'public project,' the term 'maintenance work' is defined to include all of the following: (1) Routine, recurring, and usual work for the preservation or protection of any City owned or operated facility for its intended purposes; (2) Minor repainting; (3) Resurfacing of streets and highways at less than one inch; (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; (5) Work performed to keep, operate, and maintain City owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher."

> "'Purchasing Policy' means the policy and procedures adopted and amended from time to time by resolution of the City Council, as referenced in and required by Section 3.24.060 B of this Chapter, for purposes of providing specific purchasing and procurement procedures, consistent with State law."

Section 4. Section 3.24.100 (Public Project Bid Procedure) of Chapter 3.24 (Purchasing System) of Title 3 (Revenue and Finance) of the Banning Municipal Code is hereby amended to read as follows:

"**3.24.100 - Public project bid procedure.**

Contracts for public projects shall be awarded consistent with, and pursuant to, the procedures set forth in the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, et seq. ('UPCCAA'), and as set forth below:

A. *Open market purchases and contracts.* The City Manager, his or her designee, or other persons specified in subsection (D) of this Section, may award written contracts for public works projects with a value of $60,000 or less, which amount is the open market purchase limit set forth in Public Contract Code Section 22032(a) as the same may be legislatively adjusted from time to time. Such work may be performed by City employees, or by force account, negotiated contract, or purchase order. All requirements of State law otherwise applicable to public works projects governed by this subsection shall apply to such projects.

B. *Informal solicitation contracts.* The City Manager or his or her designee, may use the procedure set forth in this subsection for public works project contract awards with a value of $200,000 or less, which amount is the informal solicitation limit set forth in Public Contract Code Section 22032(b) as the same may be legislatively adjusted from time to time.

1. The City may maintain a list of all qualified contractors, identified according to categories of work. The criteria for development and maintenance of the contractors list shall be as determined by the California Uniform Construction Cost Accounting Commission.

2. Not less than ten (10) calendar days before bids will be due, the City Manager, his or her designee, or other persons specified in subsection (D) of this Section, shall issue an bid invitation notice by mail, fax, or email to all qualified contractors on the list for the category of work being solicited or to all trade journals specified pursuant to Public Contract Code Section 22036, or both, unless the product or service is proprietary. The notice shall describe the project in general terms and how to obtain more detailed information about the project, and shall state the time and place for submission of bids.

3. All received bids that are timely shall be evaluated by the Public Works Department or the Banning Electrical Utility, depending on whether the project is for the City or for the Banning Electric Utility.

4. The City Manager shall award the contract to the lowest responsive and responsible bidder or shall reject all bids. If all bids are rejected, then the City Council may cancel the procurement, or the City Manager may re-bid the project with or without revisions.

5. If all offers received are in excess of the public works project informal solicitation limit specified in Public Contract Code Section 22032 as the same may be amended, then, by adoption of a resolution by four-fifths vote, and upon determining that the City's cost estimate was reasonable, the City Council may award the contract to the lowest responsive and responsible bidder in an amount up to $212,500, the limit specified in Public Contract Code Section 22034 as the same may be legislatively adjusted from time to time.

C. *Formally bid contracts.* The City Manager, his or her designee, or other persons specified in subsection (D) of this Section, shall use the formal solicitation procedure set forth in the UPCCAA for award of public works project contracts that exceed $200,000, which amount is the formal solicitation threshold amount specified in Public Contract Code Section 22032(c) as the same may be legislatively adjusted from time to time. See Sections 22037, 22038, and 22039.

D. *Award and Execution.* The City Manager or his or her designee is authorized to award and enter into contracts pursuant to subsection A and B of this Section provided there exists an unencumbered appropriation in the fund account against which the expense is to be charged. In addition, the Director of Public Works is authorized to award and enter into contracts pursuant to subsection A of this Section that involve facilities and operations under the direction and control of the Director of Public Works, provided there exists an unencumbered appropriation in the fund account against which the expense is to be charged. In addition, the Director of the Banning Electric Utility is authorized to award and enter into contracts pursuant to subsection A of this Section that involve facilities and operations of the Banning Electric Utility, provided there exists an unencumbered appropriation in the fund account against which the expense is to be charged. Except as set forth in subsection A of this Section, all public project contracts shall be memorialized by both a written contract and a purchase order. Any such purchase order may be executed by the Purchasing Agent or the Administrative Services Director as applicable. All other public project contracts shall be awarded by the City Council, and may be executed by the Mayor or City Manager.

E. *Administration.* Public project contract administration is the responsibility of the Public Works Department for projects of the City except for the Banning Electric Utility and the Department of Parks and Recreation. Public works project contract administration is the responsibility of the Banning Electric Utility Director for projects of the Banning Electric Utility.

Public works project contract administration is the responsibility of the Director of Parks and Recreation for projects of the Parks and Recreation Department.

F. *Delegation of Design Approval Authority.* The City Manager, his or her designee, the Director of Public Works, the Director of Parks and Recreation, and the Director of the Banning Electric Utility, as the case may be, are authorized to approve plans or designs for purposes of design immunity pursuant to Government Code Section 830.6, for all public projects approved by the Public Works Director, the Director of Parks and Recreation, or the Banning Electric Utility Director, respectively, pursuant to subsection D. Nothing in this section is intended to, nor will it, preclude the City Council from separately or additionally approving plans or designs for purposes of design immunity pursuant to Government Code Section 830.6.

G. *Emergency procurements.* In cases of emergency when repair or replacements are necessary, the City may proceed in compliance with Public Contract Code Section 22035, or any successor statute.

H. *Design-Build procurements.* To the extent permitted by the Public Contract Code, the City may utilize Design-Build as an alternate method of procurement for public projects."

Section 5. 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 publish, or cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019

_____
Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Daryl Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
Kevin Ennis, 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 Ordinance No.1550 was duly adopted at a regular meeting of the City Council of the City of Banning held on the _____ day of _____, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

Resolution No. 2019-92

(Resolution Electing to be subject to the UPCCAA)

RESOLUTION NO. 2019-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, prior to the enactment of the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, *et seq.* ("the Act"), local agencies were required to competitively bid all public projects, as defined, in excess of $5,000 in accordance with the requirements of California Public Contract Code Section 20160, et seq. Further, prior to the Act, a uniform cost accounting standard was unavailable for construction work performed or contracted by or for local public agencies; and

WHEREAS, pursuant to the Act, the Uniform Construction Cost Accounting Commission, in conjunction with the State Controller, has established uniform public construction cost accounting procedures for implementation by local public agencies electing to be governed by the provisions of the Act in performing or contracting for construction of public projects; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Banning to be subject to the provisions of the Act. The benefits to the City include, but are not limited to, availability of alternate bidding procedures allowing the City to perform work costing up to and including $60,000, as may be revised, by force account, and to let contracts by informal procedures for public projects costing up to and including $200,000, as may be revised, or more under specified circumstances; and

WHEREAS, California Public Contract Code Section 22030 provides that any city that wishes to utilize the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the uniform construction cost accounting procedures set forth in the Public Contract Code and must notify the State Controller of its election; and

WHEREAS, California Public Contract Code Section 22034 requires each public agency that elects to become subject to the uniform construction cost accounting procedures to enact an informal bidding ordinance that complies with the requirements set forth in Section 22034; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds that all of the facts set forth in the foregoing Recitals are true and correct.

SECTION 2. Pursuant to the authority set forth in the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, *et seq.*, the City of Banning hereby elects to be subject to the uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act and to the policies and procedures manual and cost accounting review procedures established thereunder, as each may be amended from time to time.

SECTION 3. The City Clerk shall notify the State Controller of the City's election pursuant to Section 2, above. The Mayor shall sign and the City Clerk shall certify to the adoption of this Resolution, with said City Clerk causing to file an original Resolution in the book of original resolutions. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED this 9th day of July, 2019

_____
Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Daryl Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
Kevin 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 No. 2019-92 was duly adopted at a regular meeting of the City Council of the City of Banning held on the 9th day of July 2019, by the following vote, to wit:

AYES: Happe, Wallace, Andrade, & Welch

NOES: None

ABSENT: Peterson

ABSTAIN: None

_____

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: **August 27, 2019**

SUBJECT: **Adopt Resolution No. 2019-96, Approving an Addendum to Agreement for the Purchase of Real Property at 1909 E. Ramsey Street (APN: 532-120-011)**

RECOMMENDED ACTIONS:

That the City Council Adopt the Attached Resolution No. 2019-96:

1. Approving "Addendum to Agreement for the Purchase of Real Property at 1909 E. Ramsey Street (APN: 532-120-011)"; and

2. Authorize the City Manager to execute Addendum to Agreement for Purchase and Sale and Escrow Instructions and Certificate of Acceptance for portions of APN 532-120-011; and

3. Authorize Administrative Services Director to make necessary budget adjustments and appropriations for FY 2019.

BACKGROUND:

Under the City's Capital Improvement Program, the Ramsey and Hathaway Street Widening project has concluded design and engineering work. The project, as planned and designed, will improve circulation in this area of the City and will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. Widening will also occur along Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the project will construct a new 12-inch ductile iron water line along Ramsey Street. The construction of the project will require the acquisition of right of way in order to be completed.

City staff has held several meetings to discuss the project with property owners in the area and most would only consider right-of-way dedication in exchange for compensation. Prior to acquisition, the City determined fair market value for the necessary right of way required. Values established through the appraisal process, by a state licensed real estate appraiser provide a justification and amount for establishing compensation in exchange for the right-of-way dedications.

In total, the Hathaway and Ramsey Street Widening project consists of eleven parcels and seventeen separate right of way sections within those parcels. Humberto and Eulogia R. Ramirez, as Co-Trustees of the Humberto and Eulogia R. Ramirez Family Living Trust u/a dated May 29, 2013 ("Ramirez Trust") have previously agreed to terms based upon the appraised value. The total appraised value for the partial acquisition was $11,425.

Need for Change in Previously Approved Terms

In February 2019, the Co-Trustees of the Ramirez Trust filed Bankruptcy, under the United States Bankruptcy Code. In an effort to fully dissolve assets, the Trustee has countered the existing terms with converting the acquisition from a partial to a whole acquisition in the amount of $20,000 (plus City to pay associated escrow and title fees). The appraised value was not in excess of the Trustee's asking price. The parcel in question is approximately 0.35 acres (15,073 sf). The Addendum requires a 15-day closing period from Bankruptcy Court Approval.

Staff is recommending approval of the addendum to the original Purchase and Sale and Escrow Instructions Agreement.

FISCAL IMPACT:

The purchase price is $20,000 plus escrow and title charges not to exceed $2,000 for a total additional expenditure of up to $8,575. Funds to be sourced from Account 841-9500-490.93-30.

ATTACHMENTS:

1. Resolution No. 2019-96
2. Purchase and Sale and Escrow Instructions Agreement – Partially Executed
3. Trustee's Addendum to Agreement for Purchase and Sale and Escrow Instructions

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-96

RESOLUTION 2019-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY INTERESTS FROM THE REAL PROPERTY AT 1909 E. RAMSEY STREET, BANNING (APN 532-120-011)

WHEREAS, the City of Banning seeks to construct the Ramsey-Hathaway Street Improvement Project ("Project") to improve circulation in this area of the City. The Project, as planned and designed, will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. The Project will also widen Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the Project will construct a new 12-inch ductile iron water line along Ramsey Street; and

WHEREAS, the Property requires the acquisition of certain property interests from eleven larger parcels; and

WHEREAS, on November 8, 2018, the City extended to the record owner, Humberto Ramirez and Eulogia R. Ramirez, as Co-Trustees of the Humberto and Eulogia R. Ramirez, as Co-Trustees of the Humberto and Eulogia R. Ramirez Family Living Trust, u/a dated May 29, 2013, a written offer pursuant to Government Code Section 7267.2 to purchase an approximate 2,490 square foot fee portion ("Subject Fee Property") of the real property located at 1909 E. Ramsey Street, Banning, and identified as Riverside County Tax Assessor's Parcel Number 532-120-011 ("Ramirez Family Trust Parcel") for public use, namely public street purposes, drainage, public utilities, and all uses necessary or convenient thereto. The City also offered to purchase an approximate 1,358 square foot temporary construction easement on the Ramirez Family Trust Parcel for a term of nine months ("TCE") to help facilitate the City's construction of the Project. The Subject Fee Property and TCE are more particularly described in the exhibits to the Agreement for Purchase and Sale and Escrow Instructions attached as Attachment 2 to the staff report. The City's offer was based on the fair market value estimate determined by the City's independent appraiser; and

WHEREAS, the record owner has accepted the City's offer to purchase the Subject Fee Property and the TCE; and

WHEREAS, the owner on record filed Bankruptcy in United States Bankruptcy Court in February 2019 and the real property required for the City's project is subject to Bankruptcy proceedings; and

WHEREAS, the Trustee assigned to this Bankruptcy case has countered the previously accepted terms with a purchase price of $20,000 plus escrow and title fees for the entire acquisition of the real property parcel in question (previously partial acquisition), subject to approval by the Bankruptcy Court for the Central District of California, Riverside Division.

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

SECTION 1. The Banning City Council adopts Resolution 2019-96 approving the Agreement for Purchase and Sale and Escrow Instructions between City of Banning and Humberto Ramirez and Eulogia R. Ramirez, as Co-Trustees of the Humberto and Eulogia R. Ramirez, as Co-Trustees of the Humberto and Eulogia R. Ramirez Family Living Trust, u/a dated May 29, 2013 in Connection with the Ramsey-Hathaway Street Improvement Project (Portions of APN 532-120-011) for the purchase of the Subject Fee Property and the TCE for the sum of $11,425. A copy of the Agreement is attached as Attachment 2 to the staff report that accompanies this Resolution. This approval of the Agreement is not an announcement of the City's intent to acquire any other real property interests for the Project and does not commit the City to acquire any other real property interests for the Project.

SECTION 2. The environmental effects of the Project, including the acquisition of the Subject Fee Property and the TCE, were studied as an integral part of the environmental review for the Project. The City Council concurs with City Staff's determination that the Project qualifies as exempt from CEQA pursuant to Section 15103 of the State CEQA Guidelines because the Project involves minor alterations to existing public streets. The City Council directs City staff to file a Notice of Exemption in connection with this Project in accordance with CEQA.

SECTION 3. The City Manager is authorized to execute the Agreement, in substantially the form attached as Attachment 2 to the staff report that accompanies the Resolution, the TCE Agreement in substantially the form attached as an exhibit to the Agreement, Certificate of Acceptance, escrow documents, and any such documents or instruments that are necessary to effect the transfer of property interests contemplated in the Agreement or to memorialize any necessary extension of the term of the TCE as provided for in the TCE Agreement.

SECTION 4. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers to effectuate the property transactions contemplated in the Agreement, including but not limited to the payment of the Purchase Price of $20,000, and escrow-related charges, which are not estimated to exceed $2,000.

SECTION 5. The City Clerk shall certify the adoption of this Resolution and shall cause a certified copy of it to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 27th day of August, 2019.

_____

Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Daryl Betancur, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
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 2019-96, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of August 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Purchase and Sale and Escrow Instructions Agreement- Partially Executed

AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN CITY OF BANNING AND HUMBERTO RAMIREZ AND EULOGIA R. RAMIREZ, AS CO-TRUSTEES OF THE HUMBERTO AND EULOGIA R. RAMIREZ FAMILY LIVING TRUST, U/A DATED MAY 29, 2013 IN CONNECTION WITH RAMSEY-HATHAWAY STREET IMPROVEMENT PROJECT (PORTIONS OF APN 532-120-011)

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE CITY OF BANNING AND HUMBERTO RAMIREZ AND EULOGIA R. RAMIREZ, AS CO-TRUSTEES OF THE HUMBERTO AND EULOGIA R. RAMIREZ FAMILY LIVING TRUST, U/A DATED MAY 29, 2013 IN CONNECTION WITH RAMSEY-HATHAWAY STREET IMPROVEMENT PROJECT (PORTIONS OF APN 532-120-011) ("Agreement") is entered into by and between the CITY OF BANNING, a municipal corporation ("Buyer" or "City"), and ("Seller") and HUMBERTO RAMIREZ AND EULOGIA R. RAMIREZ, AS CO-TRUSTEES OF THE HUMBERTO AND EULOGIA R. RAMIREZ FAMILY LIVING TRUST, U/A DATED MAY 29, 2013 constitutes an agreement to purchase and sell certain real property interests between Seller and Buyer and the joint escrow instructions directed to Sentry Escrow Service, Inc., attention Judy A. Russell, President ("Escrow Holder"). Seller and Buyer are referred to below collectively as the "Parties". The Agreement is effective on the date it is fully executed by the Parties ("Effective Date"). Upon execution of this Agreement by Buyer, Buyer shall promptly deliver a copy of this executed Agreement to Seller.

RECITALS

A. Seller is the owner of that certain real property located at 1909 E. Ramsey Street, in the City of Banning, California, and identified as Riverside County Tax Assessor's Parcel Number 532-120-011 ("Larger Parcel"). The Larger Parcel is approximately 0.35 acres (15,073 square feet) in size and consists of a vacant commercial lot located on the north side of E. Ramsey Street, east of N. Hathaway Street.

B. City seeks to construct the Ramsey-Hathaway Street Improvement Project ("Project") to improve circulation in this area of the City. The Project, as planned and designed, will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. The Project will also widen Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the Project will construct a new 12-inch ductile iron water line along Ramsey Street.

C. City extended to Seller a written offer dated November 8, 2018 pursuant to Government Code Section 7267.2 to purchase in fee an approximate 2,490 square foot portion of the Larger Parcel ("Subject Fee Property") for public use, namely public street purposes, drainage, public utilities, and all uses necessary or convenient thereto in connection with the City's proposed construction of the Project. The approximate 2,490 square foot Subject Fee Property that the City seeks to acquire in fee is described more particularly on Exhibit "A" hereto and depicted on Exhibit "B" hereto, which are incorporated herein by this reference. The City also offered to purchase an approximate 1,358 square foot temporary construction easement for a term of nine months ("TCE") to facilitate the construction of the Project. The approximate 1,358 square foot TCE is

described more particularly on Exhibit "A-1" hereto and depicted on Exhibit "B-1" hereto, which are incorporated herein by this reference.

D. The Parties negotiated City's purchase in fee of the Subject Fee Property and the City's use of the TCE for a term of nine months, and have reached an agreement regarding the terms of the City's purchase of the Subject Fee Property and TCE, subject to ratification by the City Council.

E. The Parties acknowledge that City is authorized to acquire real property by eminent domain for a public use, including public street purposes, and all uses necessary or convenient thereto, including, but not limited to, street, sewer, drainage, and utilities, pursuant to the authority conferred upon the City of Banning by California Constitution Article 1, Section 19, California Government Code Sections 37350, 37350.5, 37351, 40401 and 40404 and California Code of Civil Procedure Section 1230.010 *et seq*. (Eminent Domain Law). The Project is a public use for which City has the authority to exercise the power of eminent domain. The City Council of the City of Banning, as City's governing body, has sole discretion to make the findings required by Code of Civil Procedure Section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure Section 1245.220). If Seller and City had not reached an agreement for City's purchase of the Subject Fee Property and use of the TCE, City staff would have recommended that the City Council consider the adoption of a resolution of necessity authorizing the initiation of eminent domain proceedings to acquire the Subject Fee Property and TCE in accordance with the Eminent Domain Law. The City Council, however, has the exclusive and sole discretion to adopt a resolution of necessity. The adoption of any such resolution of necessity would require City's compliance with applicable law, including Government Code Section 7260 *et seq*. and the Eminent Domain Law. This Agreement is not a commitment or announcement of intent to acquire any other real property interests that City may need for the Project. Seller is solely responsible for consulting its tax advisors or seeking a letter ruling from the Internal Revenue Service regarding the applicability of 26 U.S.C. Section 1033 to Seller's sale of the TCE to the City in connection with the Project. The City makes no express or implied representation regarding the applicability of 26 U.S.C. Section 1033 to this transaction.

F. Seller desires to sell to City the Subject Fee Property and authorize City to use the TCE for a term of nine months, and City desires to purchase the Subject Fee Property and use the TCE for a term of nine months, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference and for other valuable consideration, the sufficiency of which is hereby acknowledged, City and Seller agree as follows.

1. SALE AND PURCHASE PRICE.

1.1 Sale and Purchase. Seller agrees to sell the Subject Fee Property and the TCE to City and City agrees to purchase the Subject Fee Property and TCE upon the terms and conditions hereafter set forth.

a. *Subject Fee Property*. On the Close of Escrow (as defined in Section 3.2 below), Seller agrees to sell in fee to the City the approximate 2,490 square foot Subject Fee

Property described in Exhibit "A" and depicted on Exhibit "B" hereto, and the City agrees to purchase in fee the Subject Fee Property pursuant to a Grant Deed, in the form of which is attached as Exhibit "C" hereto, and incorporated herein by this reference.

b. *Temporary Construction Easement.* Seller further agrees to authorize City to use the approximate 1,358 square foot TCE described on Exhibit "A-1" hereto and depicted on Exhibit "B-1" hereto for a term of nine months to facilitate the City's construction of the Project, including construction of street and drainage improvements in the new right of way area, construction staging purposes, storage of material and equipment, if necessary. City's use of the TCE and an option to extend the TCE for up to an additional six months is subject to the terms of the Temporary Construction Easement Agreement (TCE Agreement), the form of which is attached as Exhibit "D" hereto, and incorporated herein by this reference.

1.2 Purchase Price. The total purchase price ("Purchase Price") for the Subject Fee Property and the TCE is $11,425.00 (Eleven Thousand Four Hundred Twenty-Five Dollars).

2. TITLE AND TITLE INSURANCE.

2.1 General. Title to the Subject Fee Property shall be conveyed by a Grant Deed in the form attached hereto as Exhibit "C".

2.2 Title Insurance. Upon the Opening of Escrow, Escrow Holder will obtain from First American Title Company a title commitment for the Subject Fee Property. Escrow Holder will also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to City and Seller. First American Title Insurance Company, 323 Court Street, San Bernardino, California 92401, Title Officer: Tammy Kerr or Cheryl Campbell ("Title Company") will insure City's interest in the Subject Fee Property at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price ("Title Policy"), with liability in the full amount of the Purchase Price, insuring title to the Subject Fee Property as vested in the City, free and clear of all liens and encumbrances and other matters affecting title to the Subject Fee Property, except title exceptions which Buyer has approved in writing (which shall constitute "Permitted Title Exceptions"). Buyer, in its sole discretion, may request that Title Company insure Buyer's interest in the Subject Fee Property by an ALTA Extended Coverage Form of Title Policy. In such case, Buyer shall pay for the costs of the ALTA Extended Coverage Policy and survey.

2.3 Acts After Date of Agreement. During the period from the date of this Agreement through the Close of Escrow, Seller shall not record or permit to be recorded any document or instrument relating to the Subject Fee Property or physically alter the Subject Fee Property or permit or cause to be altered without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion. Further, Seller agrees not to authorize any other party to use the TCE during the term of the TCE.

3. ESCROW.

3.1 Escrow Holder. The escrow shall be opened with Sentry Escrow Service, Inc. (Attention: Judy A. Russell, President) ("Escrow Holder"), within five (5) business days after the execution of this Agreement by Buyer and Seller depositing an executed copy or executed counterparts of this Agreement with Escrow Holder. This document shall be considered as the escrow instructions between the Parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder. For the purposes of this Agreement, "Opening of Escrow" means the date on which Escrow Holder receives a copy of the fully-executed Agreement or copy of executed counterparts of this Agreement.

3.2 Close of Escrow. For the purposes of this Agreement, "Close of Escrow" shall be the date on which the Grant Deed for the Subject Fee Property in favor of Buyer and the TCE Agreement are recorded in the Official Records of the Riverside County Recorder's Office. Provided all of Seller's and Buyer's obligations to be performed on or before Close of Escrow have been performed and all the conditions to the Close of Escrow set forth in this Agreement have been satisfied, escrow shall close 30 calendar days after the Opening of Escrow ("Closing Date"). All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Close of Escrow. Possession of the Property shall be delivered to Buyer upon the Close of Escrow.

3.3 Seller Required to Deliver. Before the Close of Escrow, Seller shall deposit into escrow the following:

a. A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit "C", duly executed by Seller and acknowledged ("Grant Deed");

b. The executed Temporary Construction Easement Agreement in the form attached hereto as Exhibit "D", duly executed by Seller and acknowledged ("TCE Agreement");

c. A California 593 certificate and federal non-foreign affidavit (with respect to Seller); and

d. Any other documents reasonably required by Escrow Holder or the Title Company to be deposited by Seller to carry out this escrow.

3.4 Buyer Required to Deliver. On or before the Close of Escrow, Buyer shall deposit into escrow the following (properly executed and acknowledged, if applicable):

a. An executed and acknowledged "Certificate of Acceptance" in the form attached to the Grant Deed (attached hereto as Exhibit "C");

b. The executed TCE Agreement in the form attached hereto as Exhibit "D", duly executed by the City;

c. The City covenants and agrees to deposit with Escrow Holder the Purchase Price and such escrow funds as are required within five business days of receiving written

notice from Escrow Holder regarding the confirmation of the completion of the conditions required herein for the Close of Escrow; and

d. Any other documents reasonably required by Escrow Holder to be deposited by Buyer to carry out this escrow.

3.5 Conditions to the Close of Escrow. Escrow shall not close unless and until both Parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. Additionally, Buyer's obligation to proceed with the transaction contemplated by this Agreement is subject to the satisfaction of all of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer:

a. Seller shall have performed all agreements to be performed by Seller hereunder.

b. Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the Purchase Price, showing fee title to the Subject Fee Property to be vested in Buyer subject only to the Permitted Title Exceptions. Escrow Holder will use the proceeds of the Purchase Price to obtain a full reconveyance of any monetary liens encumbering the approximate Subject Fee Property, so that said Subject Fee Property is free and clear of monetary liens and encumbrances at the Close of Escrow. Escrow Holder will obtain final approval from Seller regarding the disbursement of the proceeds prior to disbursing any such proceeds to the holder(s) of the monetary liens encumbering the Subject Fee Property.

c. If any of the conditions to Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less any escrow cancellation charges).

3.6 Recordation of Grant Deed and TCE Agreement; Delivery of Funds and Possession. Upon receipt of the funds and instruments described in Sections 3.3 and 3.4, Escrow Holder shall cause the Grant Deed and TCE Agreement to be recorded in the Office of the County Recorder of Riverside County, California. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less appropriate charges as shown on a preliminary Settlement Statement executed by Buyer and Seller) to Seller, and Seller shall deliver possession of the Subject Fee Property to Buyer free and clear of all occupants. Buyer shall be authorized to use the TCE in accordance with the terms of the TCE Agreement.

3.7 Prorations. Real property taxes for the Subject Fee Property shall not be prorated, but must be paid by Seller for the current tax period. Seller may apply for a refund of property taxes in the event any property taxes paid are allocable to the period after the Close of Escrow and Buyer shall reasonably cooperate therewith. Buyer, as a municipal corporation acquiring property within its jurisdiction, is exempt from property taxes. All property assessments shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations for such assessments shall be determined on the basis of a 365-day

year. Escrow Holder is authorized to pay from the Purchase Price any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds recorded against the Subject Fee Property.

3.8 Costs of Escrow. City will pay for the cost of the Title Policy (or ALTA Extended Coverage if Buyer elects to obtain such extended coverage). City will also pay for escrow fees and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone calls, etc. City will pay for recording the Grant Deed and TCE Agreement, and any documentary or other local transfer taxes, if any, and any recording costs (if any).

3.9 Brokers. Buyer and Seller represent to one another that they have not engaged any broker or finder in connection with the transaction contemplated by this Agreement. Seller shall pay commissions to such broker in accordance with the agreement between Seller and such broker. Each party covenants and agrees that any other broker fee or commission, which may be due or payable in connection with the closing of the transaction contemplated by this Agreement through its dealings with that party, shall be borne solely by that party. Each party agrees to defend, indemnify and hold harmless the other party and its respective employees, agents, representatives, council members, attorneys, successors and assigns, from and against all claims of any agent, broker, finder or other similar party arising from or in connection with its activities relating to the sale of the Property to Buyer.

3.10 Escrow Cancellation Charges. If escrow fails to close through no fault of either party, the City will pay all escrow and title cancellation charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges.

4. PERMISSION TO ENTER/DUE DILIGENCE TESTING. Seller hereby grants to City and City's authorized agents, contractors, consultants, assigns, attorneys, accountants and other representatives an irrevocable license/permission to enter upon the Subject Fee Property for the purpose of making any due diligence testing and other examinations of the Subject Fee Property, including, but not limited to, the right to perform soil and geological tests of the Subject Fee Property and environmental site assessments thereof, that City considers necessary. City will give Seller 48-hours written notice before going on the Subject Fee Property to conduct such due diligence testing. City does hereby indemnify and forever save Seller, Seller's heirs, successors and assigns free and harmless from and against any and all liability, loss, damages, costs, expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Subject Fee Property arising from any accident or other occurrence at the Subject Fee Property in connection with City's due diligence testing and environmental site assessments involving entrance onto the Subject Fee Property pursuant to this Section. If City fails to acquire the Subject Fee Property due to City's default, this license/permission to enter will terminate upon the termination of City's right to purchase said Subject Fee Property. In such event, City will remove or cause to be removed all of its personal property, facilities, tools, and equipment from the Subject Fee Property left in the area comprising the Subject Fee Property in connection with the due diligence testing and restore said area as close to possible to the condition of said area prior to City's due diligence testing. The obligation of City to indemnify Seller for any such damage to the Subject Fee Property arising from the due diligence testing and/or

environmental site assessment and related testing under this Section 4 will survive Close of Escrow or termination of Escrow.

5. REPRESENTATION AND WARRANTIES OF SELLER. Seller hereby represents and warrants to City the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

5.1 That to the best of Seller's knowledge on the Close of Escrow (i) the Subject Fee Property will be free and clear of Hazardous Materials (defined in Section 10.1. below) or toxic substances and waste, including, but not limited to, asbestos; (ii) businesses, if any, on the Subject Fee Property have disposed of their waste in accordance with all applicable statutes, ordinances, and regulations; and (iii) Seller has no notice of any pending or threatened action or proceeding arising out of the condition of the Subject Fee Property or alleged violation of Environmental Laws (defined in Section 10.2. below), health or safety statutes, ordinance, or regulations.

5.2 That Seller is the sole owner of the Subject Fee Property free and clear of all liens, claims, encumbrances, easements, encroachments from adjacent properties, encroachments by improvements or vegetation on the Subject Fee Property onto adjacent property, or rights of way of any nature, other than those that may appear on the title commitment. Seller will not further encumber the Subject Fee Property or allow the Subject Fee Property to be further encumbered prior to the Close of Escrow.

5.3 Neither this Agreement nor anything provided to be done hereunder, including the transfer of the Subject Fee Property to City, violates or will violate any contract, agreement or instrument to which Seller is a party, or which affects the Subject Fee Property, and the Seller's grant to City of the Subject Fee Property pursuant to this Agreement does not require the consent of any party not a signatory hereto.

5.4 Except as disclosed in the title commitment referred to in Section 2.2, there are no claims or liens presently claimed or that will be claimed against the Subject Fee Property by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work performed or commenced prior to the Effective Date. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including reasonable attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Subject Fee Property and arising from work performed or commenced prior to the Close of Escrow.

5.5 There are no written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights, or interest of any nature in and to the Subject Fee Property, TCE, or any part thereof, and no persons have any right of possession to the Subject Fee Property, TCE, or any part thereof. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including attorneys' fees, arising from or relating to any claims by any person or entity claiming rights to possession of any portion of the Subject Fee Property or the TCE.

5.6 Seller has no knowledge of any pending, threatened or potential litigation, action or proceeding against Seller or any other party before any court or administrative tribunal that involves the Subject Fee Property.

6. REPRESENTATIONS AND WARRANTIES OF CITY. City hereby represents and warrants to Seller the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

6.1 City has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.

6.2 City has the power and authority to execute and deliver this Agreement and carry out its obligations hereunder and consummate the transaction contemplated herein.

7. TOTAL CONSIDERATION.

7.1 City's Payment of Purchase Price. City's payment to Seller of the Purchase Price set forth in this Agreement is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of the Subject Fee Property, any improvements located on the Subject Fee Property, use by the City of the TCE for a term of nine months, severance damages, inverse condemnation, precondemnation damages, attorneys' fees, interest, appraisal costs, loss of rents, lost profits, any other damages of every kind and nature suffered by Seller by reason of City's acquisition of the Subject Fee Property and the TCE or the proposed Project for which City is acquiring the Subject Fee Property and TCE, and all costs and expenses whatever in connection therewith.

7.2 No Loss of Business Goodwill. Seller further acknowledges and agrees that Seller will not suffer any loss of goodwill under Code of Civil Procedure Section 1263.510 as a result of City's acquisition of the Subject Fee Property or the construction of the Project because the Larger Parcel is a vacant, unimproved parcel and no business is operated on said parcel. Under Code of Civil Procedure Section 1263.510, the owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, will be compensated for loss of goodwill if the owner proves that (i) the loss is caused by City's acquisition of the property or the injury to the remainder; (ii) the loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill; (iii) compensation for the loss will not be included in payments under Government Code Section 7262; and (iv) compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

7.3 No Relocation Assistance. The Larger Parcel consists of a vacant, unimproved parcel. The City's acquisition of the Subject Fee Property and TCE will not result in the displacement of any person or business. Accordingly, no relocation assistance and benefits pursuant to applicable federal or state relocation laws or regulations, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 *et seq.*), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 *et seq.*), or the Relocation Assistance and Real

Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations) are triggered as a result of the City's acquisition of the Subject Fee Property and TCE in connection with the Project.

8. RELEASES.

8.1 This Agreement is a voluntary agreement and Seller on the Close of Escrow, on behalf of Seller, Seller's successors and assigns, fully releases City, its Council Members, officers, counsel, employees, representatives and agents, from all claims and causes of action by reason of any damage that has been sustained, or may be sustained, as a result of City's efforts to acquire the Subject Fee Property and TCE, or any preliminary steps thereto. Seller further releases and agrees to hold City harmless from any and all claims and causes of action asserted by any party claiming to have rights to possession of any portion of the Subject Fee Property and TCE.

8.2 Seller acknowledges that it may have sustained damage, loss, costs or expenses that are presently unknown and unsuspected, and such damage, loss, costs or expenses that may have been sustained, may give rise to additional damages, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights that Seller may have under California Civil Code Section 1542 as it relates to the releases set forth in this Section 8, or under any statute or common law or equitable principle of similar effect. California Civil Code Section 1542 provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials: M.E.R. City's Initials:_____

Seller's waiver of rights and release of claims set forth above in Section 8.1 and Section 8.2 will not extend to and is not intended to extend to claims related to or alleged to arise out of negligence on the part of City, its agents or contractors, in connection with the physical construction of the Project.

This Section 8 will survive the Close of Escrow.

9. CITY'S CONTINGENCIES. For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Subject Fee Property and TCE will be contingent upon and subject to the occurrence of all of the following (or City's written waiver thereof, it being agreed that City can waive any or all such contingencies) on or before the Close of Escrow:

9.1 That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are all true and correct;

9.2 The delivery to Escrow Holder of all documents pursuant to Sections 3.3 and 3.4 of this Agreement;

9.3 Escrow Holder's commitment to issue, in favor of City, the Policy with liability equal to the Purchase Price showing City's interest in the Subject Fee Property, subject only to the Permitted Title Exceptions; and

9.4 City's approval prior to the Close of Escrow of any due diligence testing, environmental site assessment, soils or geological reports, or other physical inspections of the Subject Fee Property that City might perform prior to the Close of Escrow.

10. CERTAIN DEFINITIONS.

10.1 The term "Hazardous Materials" will mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; asbestos and asbestos-containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 *et seq.*; industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; any substance defined as a "hazardous substance" in California Civil Code Section 2929.5(e)(2) or California Code of Civil Procedure Section 736(f)(3); and any other substance or material regulated by any Environmental Laws.

10.2 The term "Environmental Laws" will mean and include all federal, state and local statutes, ordinances, regulations and rules in effect on or prior to the Effective Date relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. Section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. Section 4321 *et seq.*; the Noise Control Act, 42 U.S.C. Section 4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Resource Conservation and Recovery Act 42 U.S.C. Section 6901 *et seq.*; as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. Section 9601 *et seq.* as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act 15 U.S.C. Section 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. Section 2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 *et seq.*; and state and local

environmental statutes and ordinances, with implementing regulations and rules in effect on or prior to the Effective Date.

11. EVIDENCE IN COURT PROCEEDING. The Parties agree that the total Purchase Price of $11,425.00 or any inference of per square foot value of the Subject Fee Property or TCE based on said Purchase Price will not be admissible as evidence of the fair market value of the Subject Fee Property or TCE in any eminent domain or other proceeding or litigation concerning the Subject Fee Property, or any portion thereof.

12. DEFAULT. In the event of a breach or default under this Agreement by either City or Seller, the non-defaulting party will have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Subject Fee Property and TCE, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if City is the non-defaulting party, City will thereupon promptly receive a refund of all of the deposits it deposited with Escrow Holder, if any, less City's share of any Escrow cancellation charges. Such termination of the Escrow by a non-defaulting party will be without prejudice to the non-defaulting party's rights and remedies at law or equity.

13. NOTICES. All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express or other overnight carrier. Notices will be considered given upon the earlier of (a) personal delivery, (b) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one business day following deposit with Federal Express or other overnight carrier. A copy of all notices will be sent to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

BUYER: City of Banning
99 E. Ramsey Street
Banning, California 92220
Attention: City Manager

COPY TO: Richards, Watson & Gershon
355 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101
Attention: Kevin Ennis, City Attorney

SELLER: Humberto Ramirez and Eulogia R. Ramirez,
as co-Trustees of The Humberto and Eulogia
R. Ramirez Family Living Trust u/a dated
May 29, 2013
410 Avignon Court
Riverside, California 92501-1202

ESCROW HOLDER: Sentry Escrow Service, Inc.
Attention: Judy A. Russell, President
300 S. Highland Springs Ave., #10C
Banning, California 92220
(951)849-4505 or (909)793-3147 (phone)
(951)849-9262 (facsimile)

TITLE COMPANY: First American Title Company
323 Court Street
San Bernardino, California 92401
Attention: Tammy Kerr or Cheryl Campbell

14. MISCELLANEOUS

14.1 Attorneys' Fees. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

14.2 Entire Agreement. This Agreement and the TCE Agreement contain all of the agreements of the Parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the Parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

14.3 Counterparts, Facsimile, and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Facsimile or electronic signatures/counterparts to this Agreement will be effective as if the original signed counterpart were delivered.

14.4 Time of the Essence. Time is of the essence of this Agreement.

14.5 Governing Law. This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein will not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, will be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties will be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.6 Third Parties. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

14.7 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

14.8 Additional Documents. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

14.9 Authority of City Manager. The City Manager may give any and all notices, consents, and terminations hereunder on behalf of the City provided they are in writing. The City Manager may execute the TCE Agreement, Certificate of Acceptance, escrow documents, and any such documents or instruments that are necessary to effect the transfer of property interests contemplated herein.

14.10 Legal Representation. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

14.11 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

14.12 Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

SELLER

Humberto Ramirez and Eulogia R. Ramirez, as Co-Trustees of The Humberto and Eulogia R. Ramirez Family Living Trust u/a dated May 29, 2013

Dated: 2-18/2019

By: _____

Humberto Ramirez, Co-Trustee of The Humberto and Eulogia R. Ramirez Family Living Trust u/a dated May 29, 2013

Dated: 2-18/2019

By: _____

Eulogia R. Ramirez, Co-Trustee of The Humberto and Eulogia R. Ramirez Family Living Trust u/a dated May 29, 2013

See attached acknowledgement →

BUYER
City of Banning, a municipal corporation

Dated: _____

By: _____
Douglas Schulze, City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

_____
Kevin Ennis, City Attorney

Exhibit "A"
Legal Description of Subject Fee Property

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-011

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF RAMSEY STREET, SOUTH 89°07'14" EAST, 165.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN A CORPORATION GRANT DEED TO PETER MARINO RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, NORTH 00°03'38" EAST, 65.01 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET AND THE **POINT OF BEGINNING;**

THENCE, TRAVERSING THE INTERIOR OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, THE FOLLOWING COURSES:

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 162.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 212.00 FEET;

EASTERLY 21.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25";

SOUTH 83°24'49" EAST, 80.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 188.00 FEET, SAID CURVE BEING TANGENT WITH A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

EASTERLY 18.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25" TO SAID PARALLEL LINE;

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 165.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 615.00 FEET;

EASTERLY 177.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°33'15";

NORTH 74°19'31" EAST, 418.31 FEET;

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-011

NORTH 70°54'14" EAST, 68.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET;

NORTHEASTERLY 60.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11.

CONTAINING 2,490 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

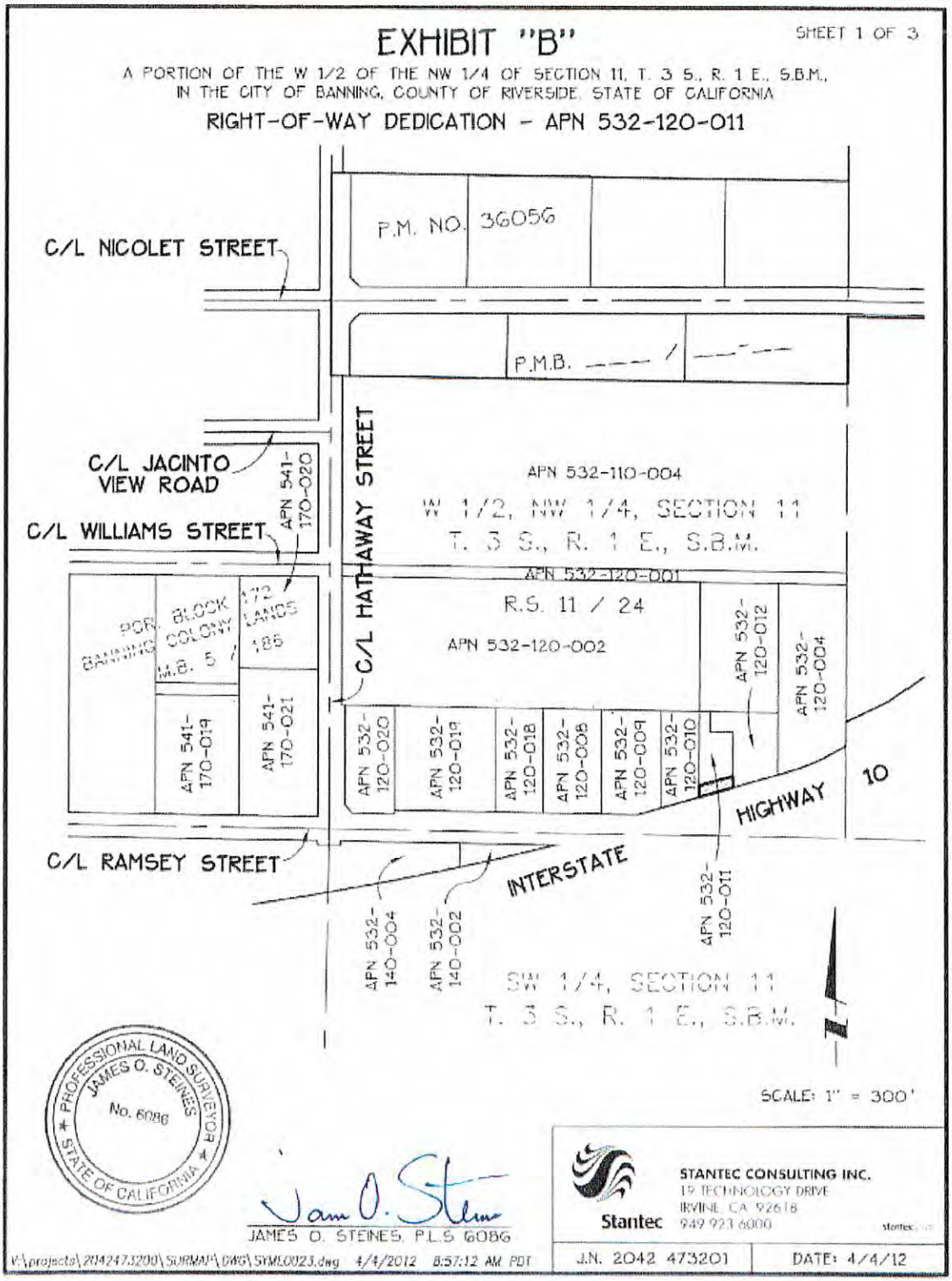


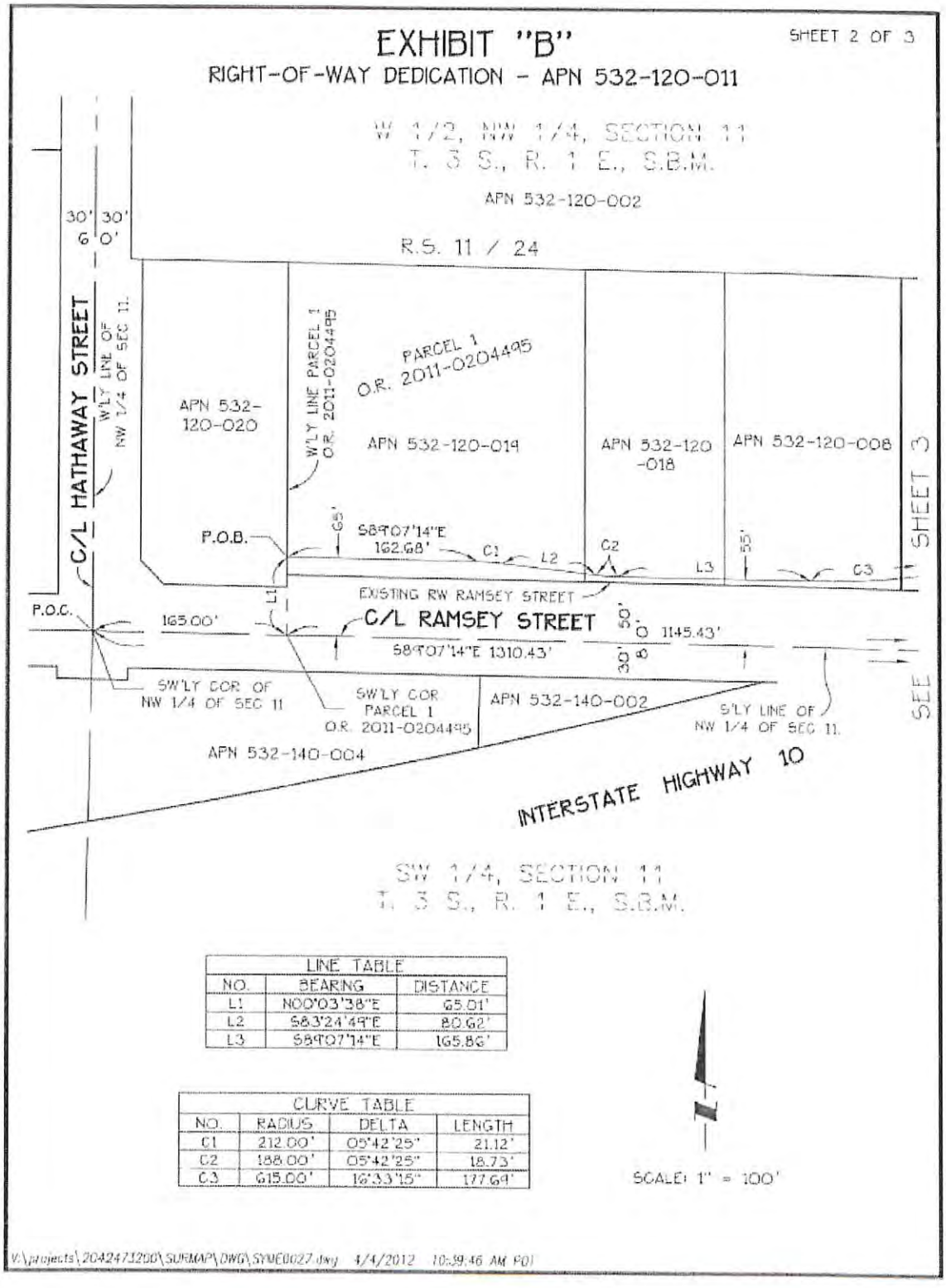
PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

JAMES O. STEINES, P.L.S. 6086

APRIL 4, 2012
J.N. 2042 473201

Exhibit "B"
Depiction of Subject Fee Property





LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°03'38"E	65.01'
L2	S83°24'49"E	80.62'
L3	S89°07'14"E	165.86'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	05°42'25"	21.12'
C2	188.00'	05°42'25"	18.73'
C3	615.00'	16°33'15"	177.69'

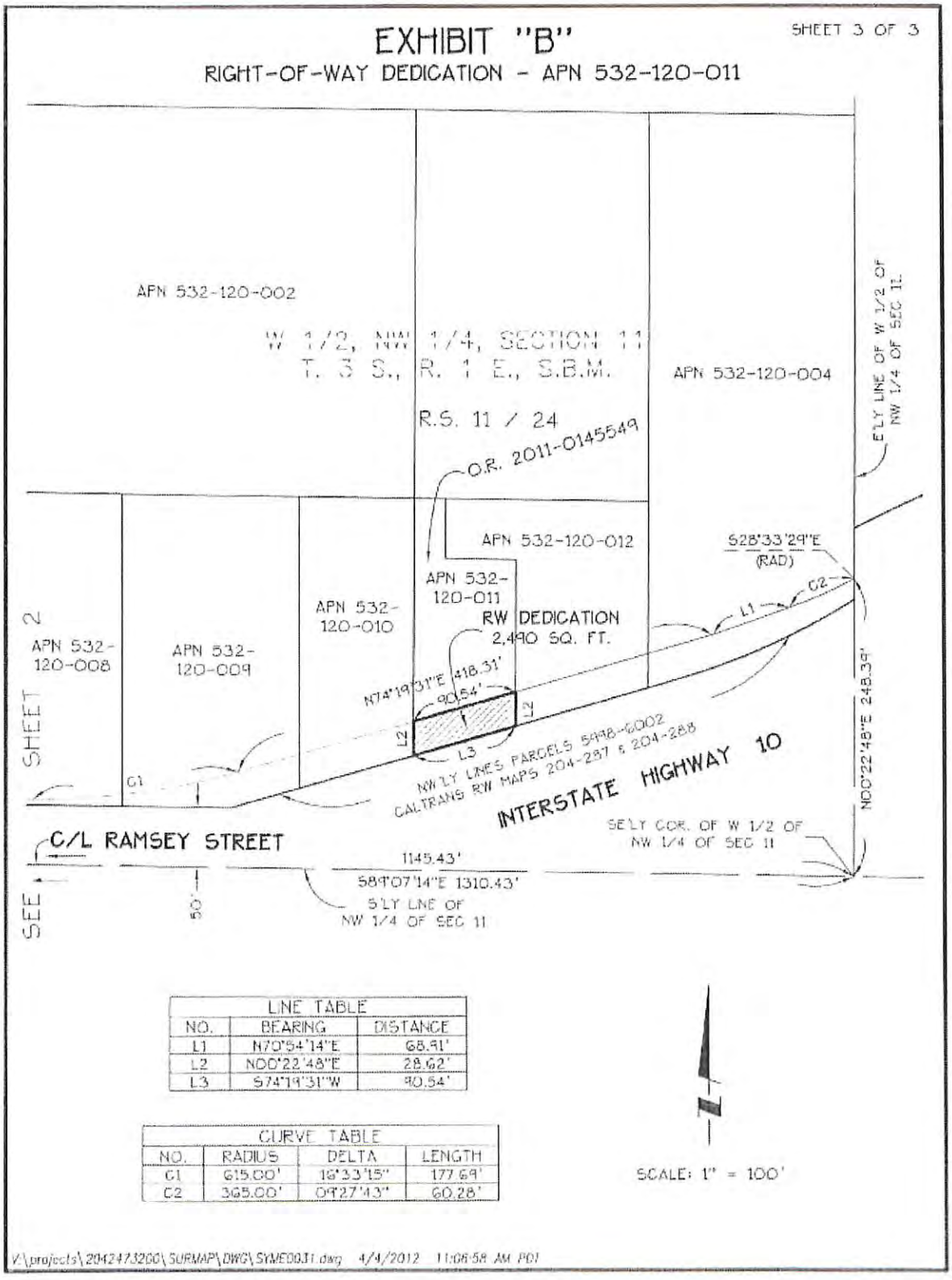


Exhibit "B"
Page 3 of 3

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Exhibit "A-1"
Legal Description of Temporary Construction Easement

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-011

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF HATHAWAY STREET, NORTH 00°03'38" EAST, 1635.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, RECORDED APRIL 10, 2008 AS DOCUMENT NO. 2008-0178325, OFFICIAL RECORDS OF SAID COUNTY, AND THE **POINT OF BEGINNING**;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, SOUTH 89°15'37" EAST, 52.00 FEET TO A LINE PARALLEL WITH AND 52.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 125.99 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 53.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 29.50 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 54.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 99.85 FEET;

THENCE, SOUTH 44°59'49" EAST, 43.56 FEET;
THENCE, SOUTH 00°03'16" EAST, 61.19 FEET;
THENCE, SOUTH 45°00'11" WEST, 40.99 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 126.26 FEET TO THE NORTHERLY LINE OF PARCEL 6 DESCRIBED IN A GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 89°14'00" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 288.84 FEET;

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-011

THENCE, SOUTH 89°56'22" EAST, 2.00 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 69.37 FEET;

THENCE, NORTH 89°56'22" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 105.38 FEET;

THENCE, SOUTH 53°55'49" EAST, 11.13 FEET;
THENCE, SOUTH 00°03'38" WEST, 34.32 FEET;
THENCE, SOUTH 51°09'30" WEST, 12.85 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 219.93 FEET;

THENCE, SOUTH 38°57'16" EAST, 14.30 FEET;
THENCE, SOUTH 00°03'38" WEST, 34.56 FEET;
THENCE, SOUTH 61°37'51" WEST, 10.23 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.62 FEET TO THE SOUTHERLY LINE OF PARCEL 2 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89°07'14" EAST, 9.00 FEET TO A LINE PARALLEL WITH AND 64.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.71 FEET;

THENCE, SOUTH 49°31'47" WEST, 9.21 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 52.53 FEET;

THENCE, SOUTH 01°47'23" WEST, 66.27 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 57.98 FEET;

THENCE, SOUTH 50°12'34" EAST, 21.36 FEET TO A LINE PARALLEL WITH AND 74.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 93.57 FEET TO THE WESTERLY LINE OF PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-011

MAY 9, 2011 AS DOCUMENT NO. 2011-0204495, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°03'38" WEST, 9.00 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 117.32 FEET;

THENCE, NORTH 00°03'38" EAST, 18.99 FEET;
THENCE, SOUTH 89°56'22" EAST, 65.00 FEET;
THENCE, SOUTH 00°03'38" WEST, 20.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 212.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 06°12'06" EAST;

THENCE, EASTERLY 1.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'05";

THENCE, SOUTH 83°24'49" EAST, 70.70 FEET TO THE EASTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495;

THENCE, ALONG SAID EASTERLY LINE, NORTH 00°03'38" EAST, 10.20 FEET;

THENCE, SOUTH 89°56'22" EAST, 42.00 FEET;
THENCE, SOUTH 00°23'37" EAST, 12.72 FEET TO A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 78.89 FEET TO THE WESTERLY LINE OF PARCEL 3 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID WESTERLY LINE, NORTH 00°03'38" EAST, 14.00 FEET TO A LINE PARALLEL WITH AND 69.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 42.66 FEET;

THENCE, SOUTH 81°14'46" EAST, 21.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 604.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 01°48'41" WEST;

THENCE, EASTERLY 86.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°11'48" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 06°23'07" EAST;

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 00°03'38" EAST, 2.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-011

RADIUS OF 602.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 06°24'24" EAST;

THENCE, EASTERLY 59.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'47" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 12°03'11" EAST;

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 72°27'02" EAST, 27.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 14°39'03" EAST;

THENCE, EASTERLY 10.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°01'26";

THENCE, NORTH 74°19'31" EAST, 57.22 FEET;
THENCE, SOUTH 00°03'38" WEST, 4.16 FEET;
THENCE, NORTH 74°19'31" EAST, 35.48 FEET;
THENCE, NORTH 63°02'37" EAST, 56.23 FEET;
THENCE, NORTH 74°19'31" EAST, 12.45 FEET TO THE EASTERLY LINE OF PARCEL 5 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 7.28 FEET;

THENCE, NORTH 74°19'31" EAST, 90.54 FEET TO THE EASTERLY LINE OF SAID LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549;

THENCE, CONTINUING NORTH 74°19'31" EAST, 22.89 FEET;

THENCE, NORTH 82°52'09" EAST, 40.39 FEET;

THENCE, NORTH 74°19'31" EAST, 53.02 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED TO GARY CARLTON AND WENDY CARLTON, TRUSTEES OF THE GARY AND WENDY CARLTON LIVING TRUST, RECORDED MARCH 8, 2006 AS DOCUMENT NO. 2006-0165322, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°22'48" WEST, 2.08 FEET;

THENCE, NORTH 74°19'31" EAST, 36.50 FEET;
THENCE, NORTH 81°52'04" EAST, 42.65 FEET;
THENCE, NORTH 70°54'14" EAST, 45.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 365.00 FEET;

THENCE, NORTHEASTERLY 60.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST;

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-011

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 248.39 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 11 AND THE TERMINUS OF THE REFERENCE LINE.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE RIGHT-OF-WAY DEDICATION TO THE CITY OF BANNING RECORDED _____, AS DOCUMENT NO. _____, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING 1,359 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

MINH A. LE, P.L.S. 8543

MARCH 7, 2018
J.N. 2073 013430

5 OF 5

Exhibit "B-1"

Depiction of Temporary Construction Easement

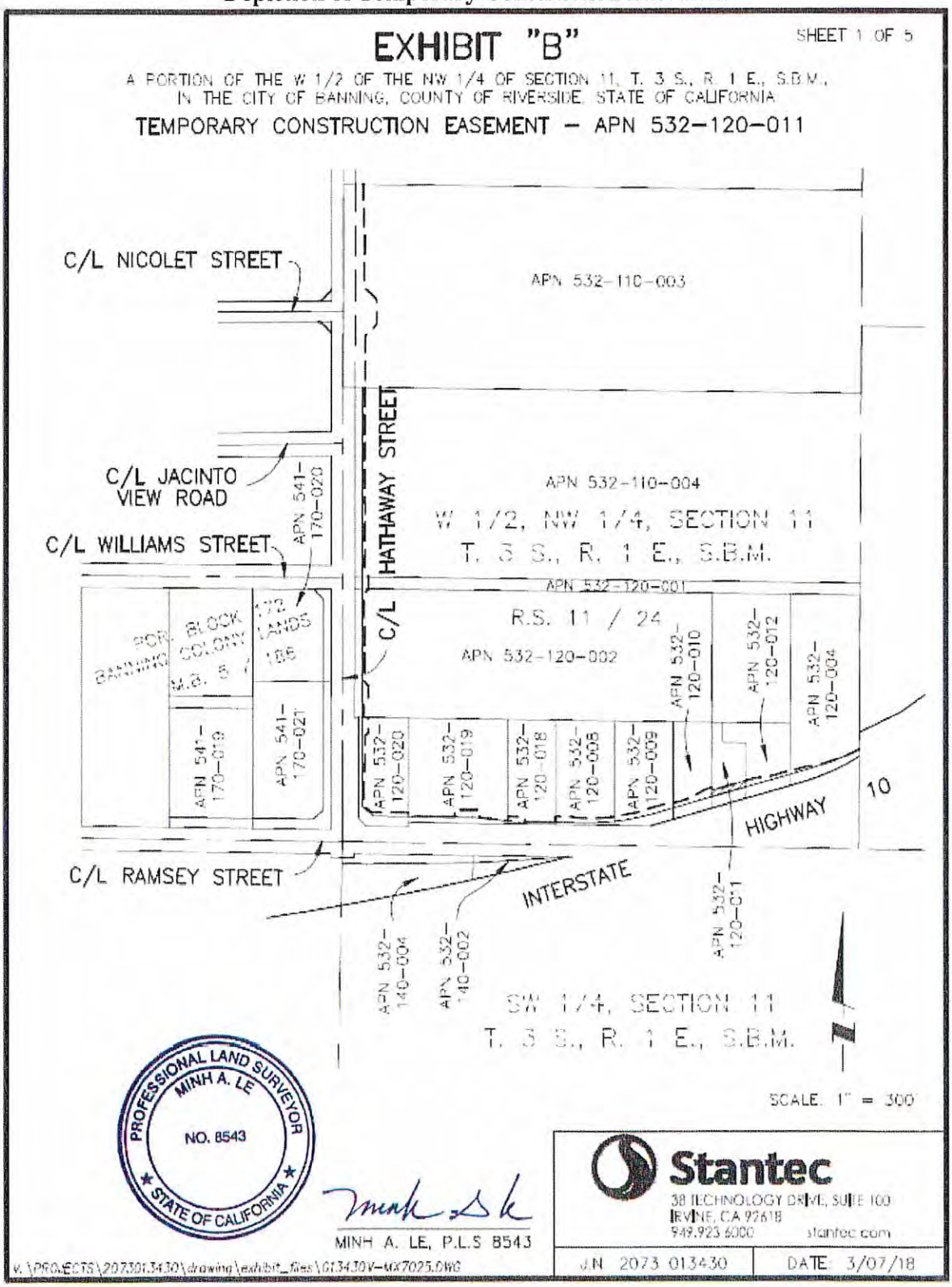
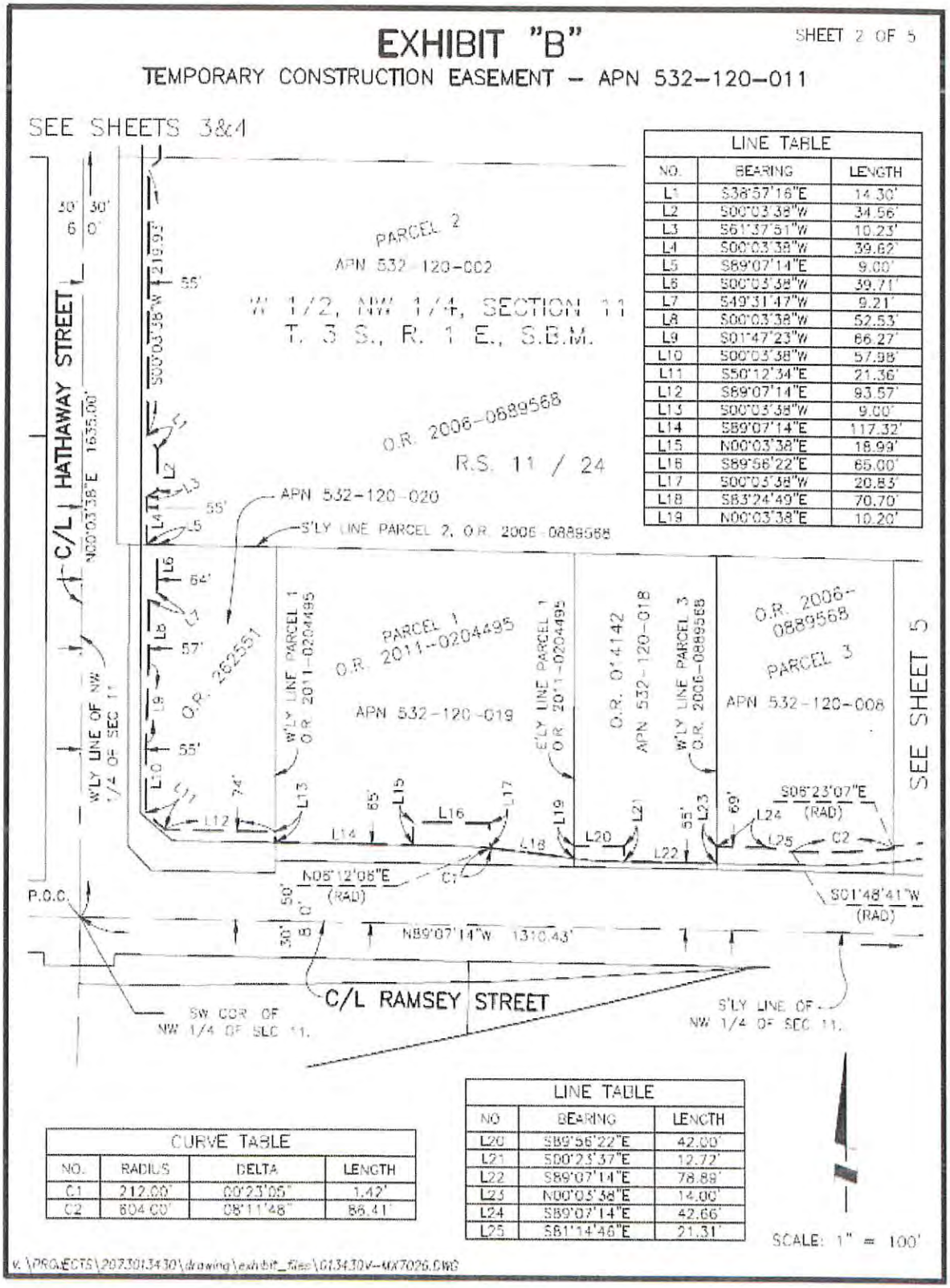


EXHIBIT "B"

SHEET 2 OF 5

TEMPORARY CONSTRUCTION EASEMENT – APN 532–120–011



LINE TABLE		
NO.	BEARING	LENGTH
L1	S38°57'16"E	14.30'
L2	S00°03'38"W	34.56'
L3	S61°37'51"W	10.23'
L4	S00°03'38"W	39.62'
L5	S89°07'14"E	9.00'
L6	S00°03'38"W	39.71'
L7	S49°31'47"W	9.21'
L8	S00°03'38"W	52.53'
L9	S01°47'23"W	66.27'
L10	S00°03'38"W	57.98'
L11	S50°12'34"E	21.36'
L12	S89°07'14"E	93.57'
L13	S00°03'38"W	9.00'
L14	S89°07'14"E	117.32'
L15	N00°03'38"E	18.99'
L16	S89°56'22"E	65.00'
L17	S00°03'38"W	20.83'
L18	S83°24'49"E	70.70'
L19	N00°03'38"E	10.20'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	00°23'05"	1.42'
C2	804.00'	08°11'48"	86.41'

LINE TABLE		
NO	BEARING	LENGTH
L20	S89°56'22"E	42.00'
L21	S00°23'37"E	12.72'
L22	S89°07'14"E	78.89'
L23	N00°05'58"E	14.00'
L24	S89°07'14"E	42.66'
L25	S81°14'46"E	21.31'

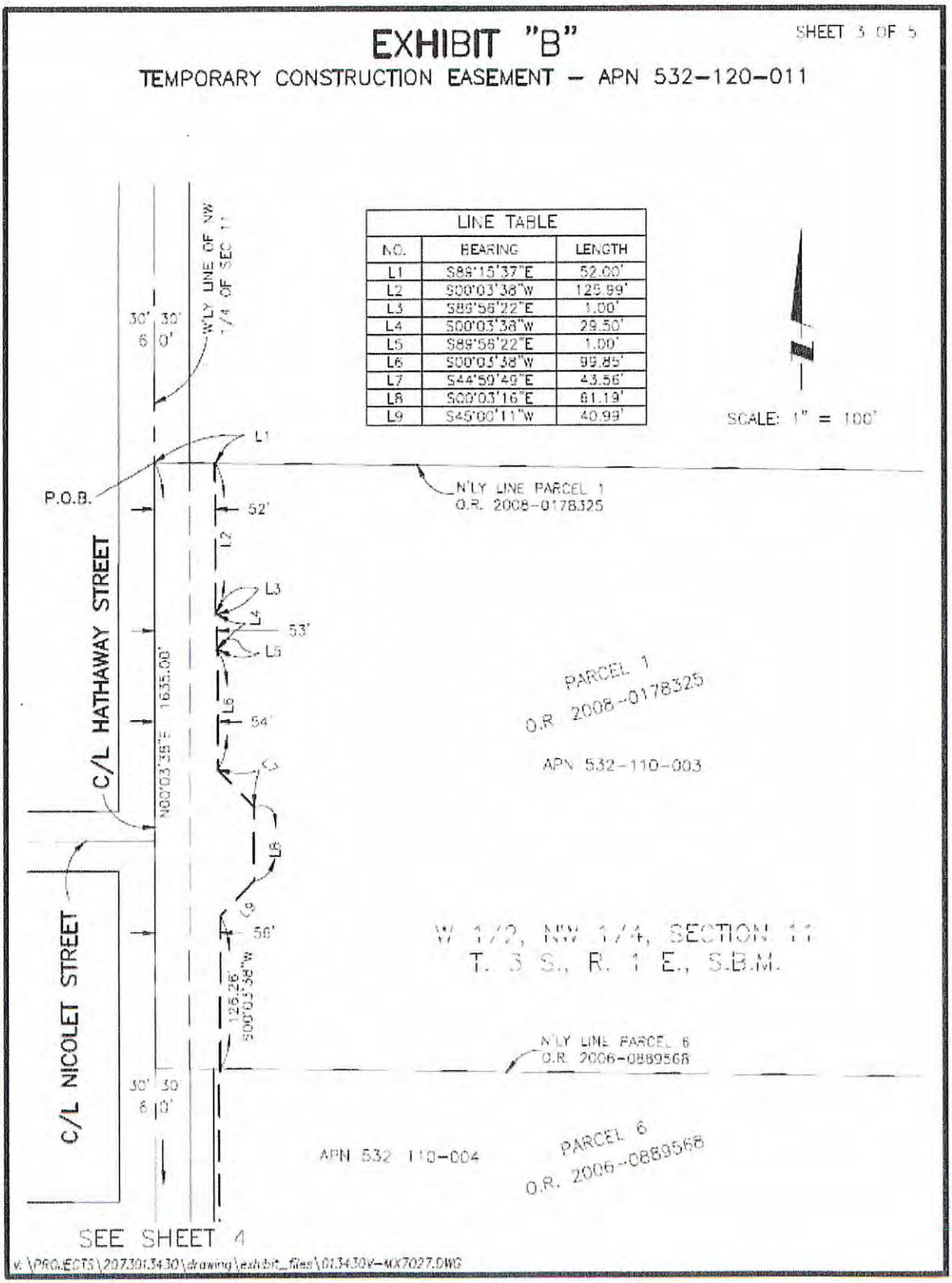
v. \PROJECTS\20730\3430\drawing\exhibit_files\01-3430v-MX7026.DWG

Exhibit "B-1"
Page 2 of 5

EXHIBIT "B"

SHEET 3 OF 5

TEMPORARY CONSTRUCTION EASEMENT – APN 532-120-011



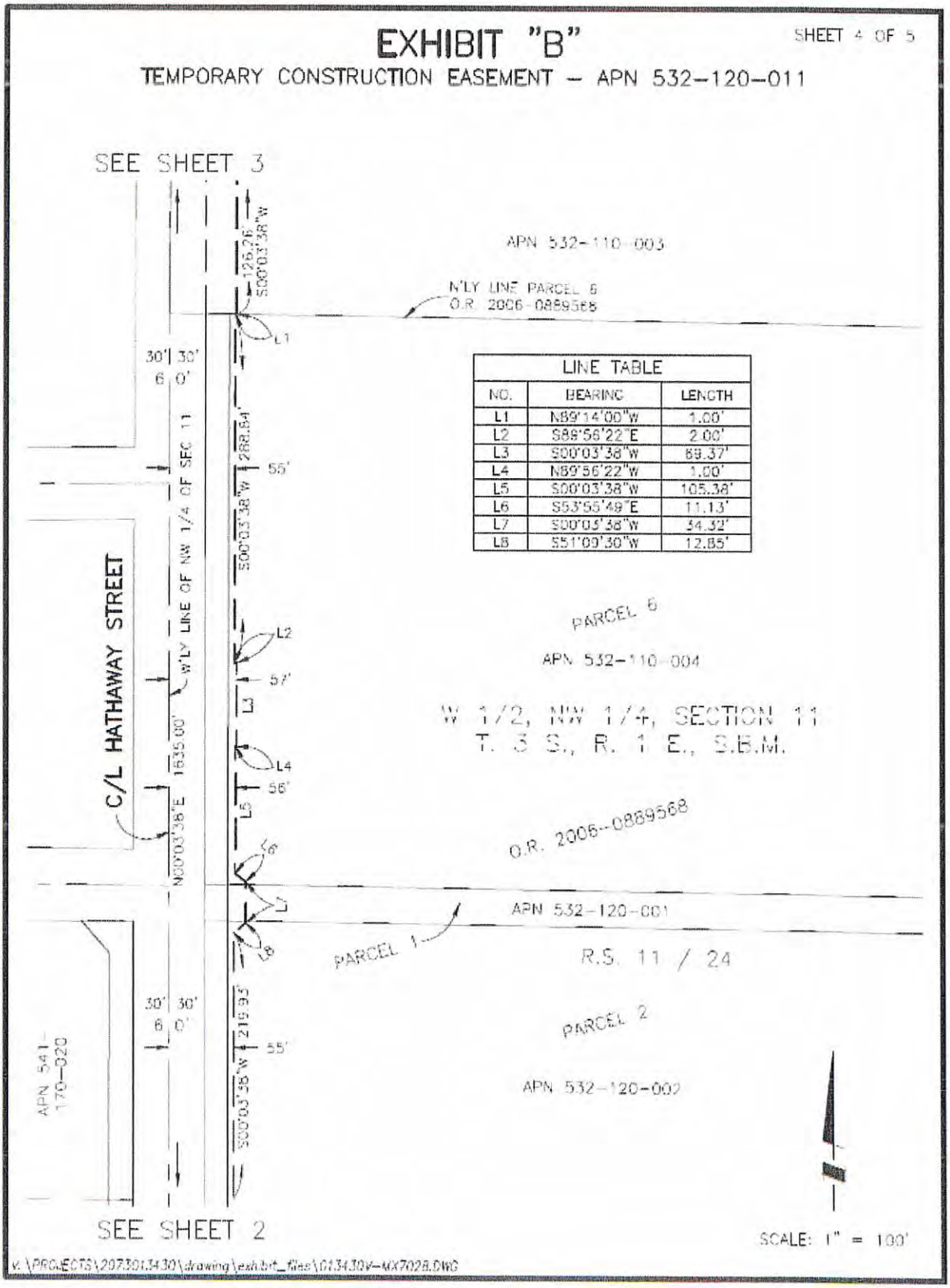


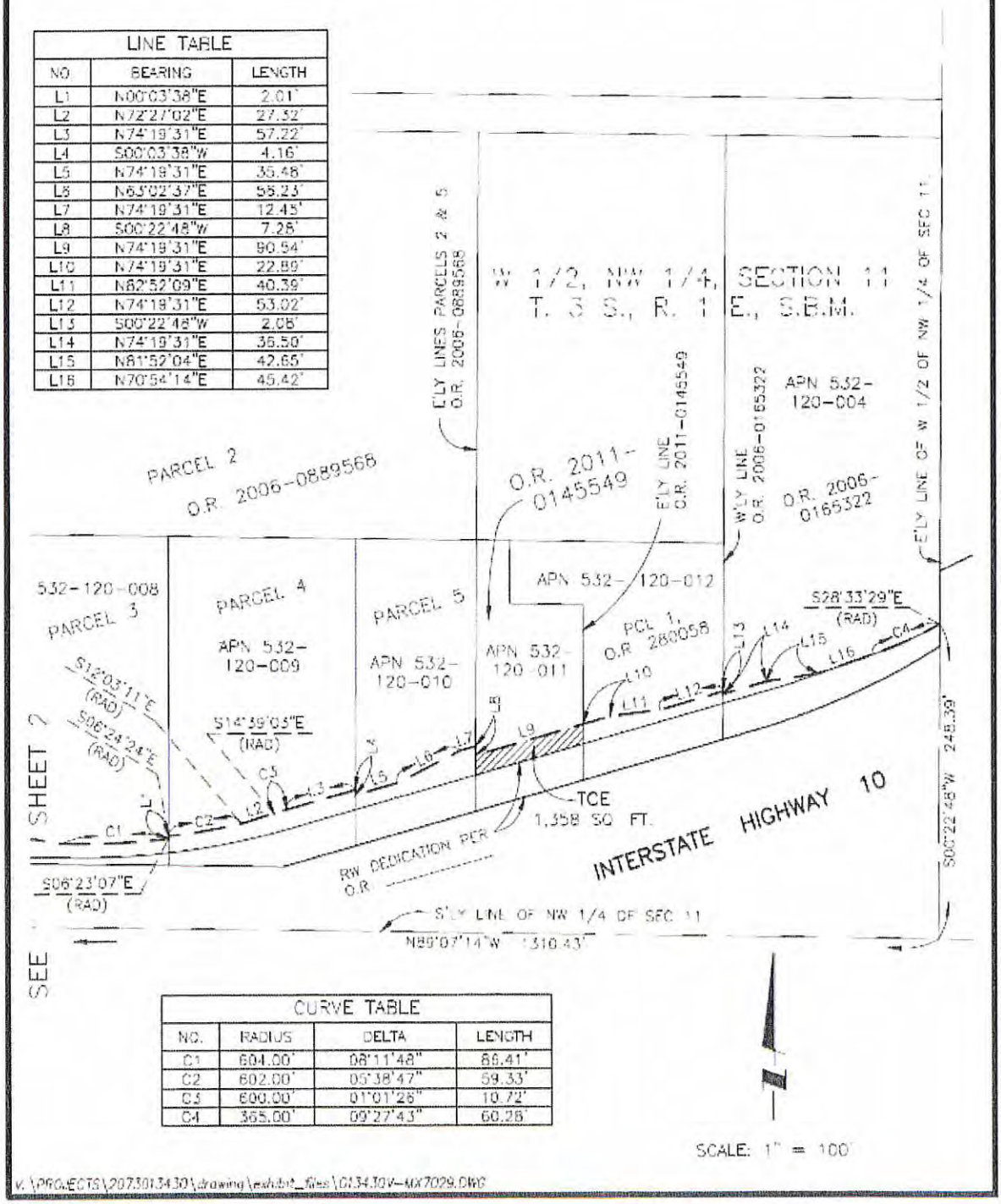
EXHIBIT "B"
SHEET 4 OF 5
TEMPORARY CONSTRUCTION EASEMENT – APN 532-120-011
SEE SHEET 3
APN 532-110-003
N'LY LINE PARCEL 6
O.R. 2006-0889568
LINE TABLE
NO. | BEARING | LENGTH
L1 | N89°14'00"W | 1.00'
L2 | S89°56'22"E | 2.00'
L3 | S00°03'38"W | 69.37'
L4 | N89°56'22"W | 1.00'
L5 | S00°03'38"W | 105.38'
L6 | S53°55'49"E | 11.13'
L7 | S00°05'38"W | 54.32'
L8 | S51°09'30"W | 12.85'
C/L HATHAWAY STREET
W'LY LINE OF NW 1/4 OF SEC 11
N00°03'38"E 1635.00'
S00°03'38"W 126.26'
S00°03'38"W 269.64'
S00°03'38"W 219.93'
30' 30' 6 0'
55'
57'
56'
PARCEL 6
APN 532-110-004
W 1/2, NW 1/4, SECTION 11
T. 3 S., R. 1 E., S.B.M.
O.R. 2006-0889568
APN 532-120-001
PARCEL 1
R.S. 11 / 24
PARCEL 2
APN 532-120-002
APN 541-170-020
SEE SHEET 2
SCALE: 1" = 100'
v:\PROJECTS\29730134.30\drawing\exhibit_files\013430v-MX7028.DWG

EXHIBIT "B"

SHEET 5 OF 5

TEMPORARY CONSTRUCTION EASEMENT – APN 532-120-011

LINE TABLE		
NO	BEARING	LENGTH
L1	N00°03'38"E	2.01'
L2	N72°27'02"E	27.52'
L3	N74°19'31"E	57.22'
L4	S00°03'38"W	4.16'
L5	N74°19'31"E	35.48'
L6	N65°02'37"E	56.23'
L7	N74°19'31"E	12.45'
L8	S00°22'48"W	7.28'
L9	N74°19'31"E	90.54'
L10	N74°19'31"E	22.89'
L11	N82°52'09"E	40.39'
L12	N74°19'31"E	53.02'
L13	S00°22'48"W	2.08'
L14	N74°19'31"E	36.50'
L15	N81°52'04"E	42.65'
L16	N70°54'14"E	45.42'



CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	604.00'	08°11'48"	86.41'
C2	602.00'	05°38'47"	59.33'
C3	600.00'	01°01'26"	10.72'
C4	365.00'	09°27'43"	60.26'

Exhibit "B-1"
Page 5 of 5

Exhibit "C"
Form of Grant Deed

Recording Requested by
and when recorded return to:

CITY OF BANNING
99 E. Ramsey Street
Banning, California 92220
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 532-120-011 [X] Portions

Documentary Transfer Tax $0.00

This Instrument is for the benefit of the City of Banning and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

GRANT DEED

HUMBERTO RAMIREZ AND EULOGIA R. RAMIREZ, AS CO-TRUSTEES OF THE HUMBERTO AND EULOGIA R. RAMIREZ ("Grantors") are the record fee owners of that certain real property located at 1909 E. Ramsey Street, in the City of Banning, California, and identified as Riverside County Tax Assessor's Parcel Number 532-120-011 ("Larger Parcel").

Grantors seek to grant to the CITY OF BANNING, a California municipal corporation, in fee an approximate 2,490 square foot portion of the Larger Parcel described more particularly below ("Subject Fee Property") for public use.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant to the CITY OF BANNING, a municipal corporation ("Grantee") in fee the Subject Fee Property described more particularly on Exhibit "A" and depicted on Exhibit "B", which are attached hereto and incorporated herein by this reference, for public use, namely public street purposes, and all uses necessary or convenient thereto, including but not limited to street, sewer, drainage, and utilities in connection with the Ramsey-Hathaway Street Improvement Project. The Subject Fee Property includes all of the interests of Grantors in and to the Subject Fee Property, including all improvements thereon, and any rights, title, and interest of Grantors in and to adjacent streets, alleys, or rights of way.

IN WITNESS WHEREOF, Grantors have executed this Grant Deed as of the date set forth below.

GRANTORS
Humberto Ramirez and Eulogia R. Ramirez, as co-Trustees of The Humberto and Eulogia R. Ramirez Family Living Trust, u/a Dated May 29, 2013

Dated: _____

By: _____
Humberto Ramirez, Co-Trustee of The Humberto and Eulogia R. Ramirez Family Living Trust, u/a Dated May 29, 2013

Dated: _____

By: _____
Eulogia Ramirez Co-Trustee of The Humberto and Eulogia R. Ramirez Family Living Trust, u/a Dated May 29, 2013

Exhibit "A"
Legal Description of Subject Fee Property

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-011

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF RAMSEY STREET, SOUTH 89°07'14" EAST, 165.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN A CORPORATION GRANT DEED TO PETER MARINO RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495 OF OFFICIAL RECORDS, NORTH 00°03'38" EAST, 65.01 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET AND THE **POINT OF BEGINNING;**

THENCE, TRAVERSING THE INTERIOR OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, THE FOLLOWING COURSES:

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 162.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 212.00 FEET;

EASTERLY 21.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25";

SOUTH 83°24'49" EAST, 80.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 188.00 FEET, SAID CURVE BEING TANGENT WITH A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

EASTERLY 18.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'25" TO SAID PARALLEL LINE;

ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 165.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 615.00 FEET;

EASTERLY 177.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°33'15";

NORTH 74°19'31" EAST, 418.31 FEET;

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION - A.P.N. 532-120-011

NORTH 70°54'14" EAST, 68.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET;

NORTHEASTERLY 60.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11.

CONTAINING 2,490 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

JAMES O. STEINES, P.L.S. 6086

APRIL 4, 2012
J.N. 2042 473201

Exhibit "B"

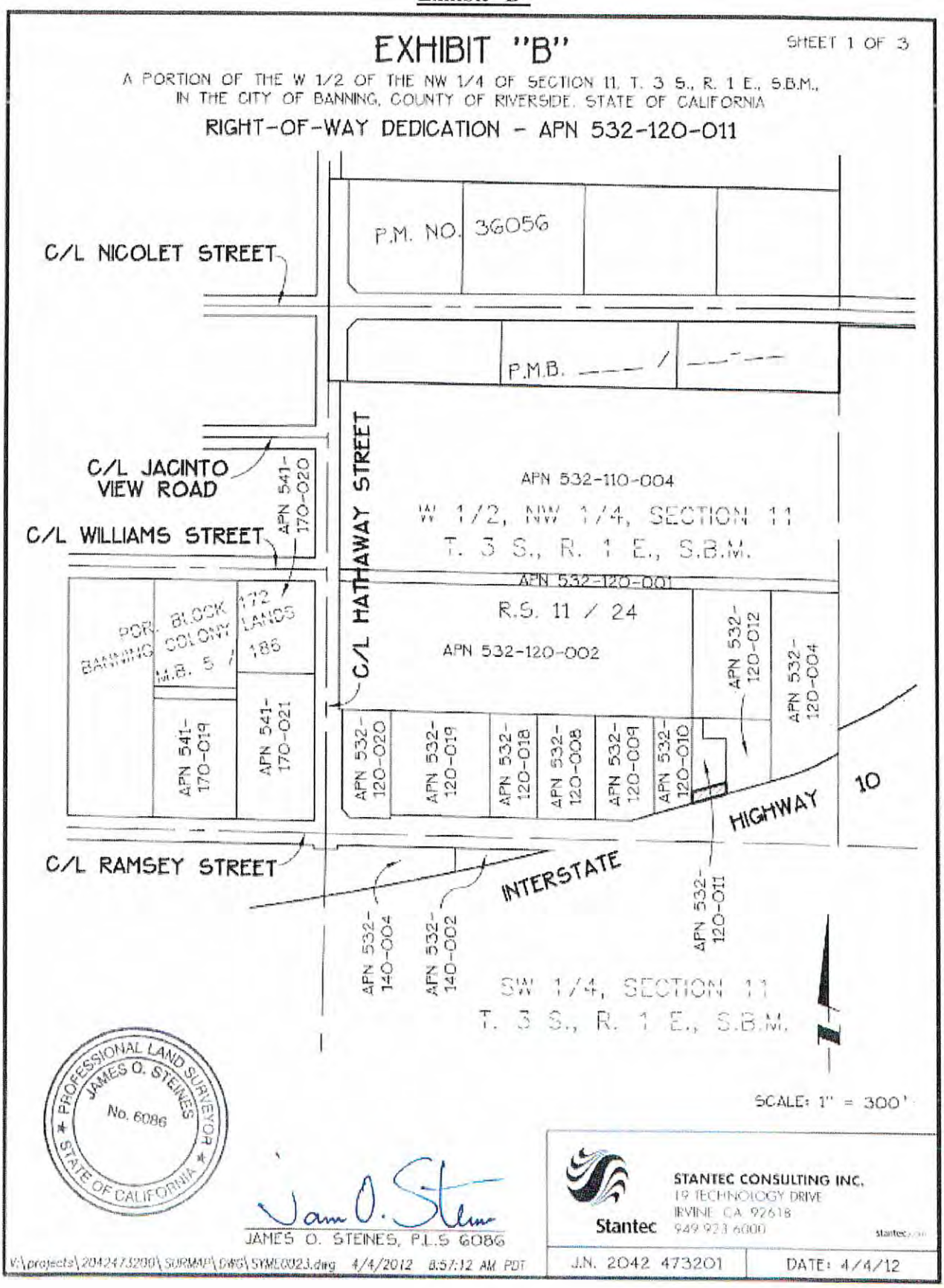
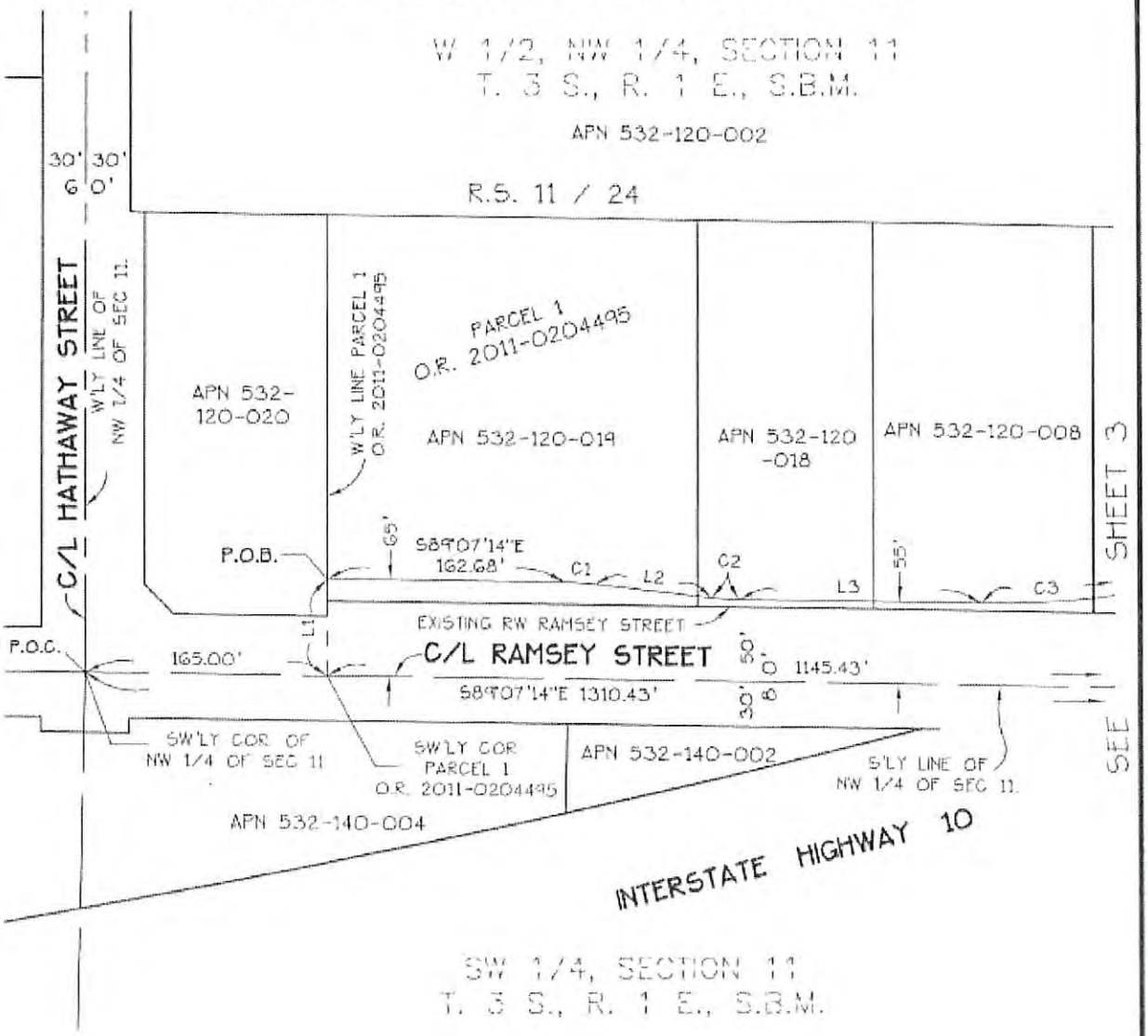


EXHIBIT "B"
SHEET 1 OF 3
A PORTION OF THE W 1/2 OF THE NW 1/4 OF SECTION 11, T. 3 S., R. 1 E., S.B.M., IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
RIGHT-OF-WAY DEDICATION - APN 532-120-011
C/L NICOLET STREET
P.M. NO. 36056
P.M.B. ___ / ___
C/L JACINTO VIEW ROAD
C/L WILLIAMS STREET
APN 541-170-020
C/L HATHAWAY STREET
APN 532-110-004
W 1/2, NW 1/4, SECTION 11
T. 3 S., R. 1 E., S.B.M.
APN 532-120-001
R.S. 11 / 24
APN 532-120-002
POR. BANNING BLOCK COLONY M.B. 5 / 173 LANDS 186
APN 541-170-019
APN 541-170-021
APN 532-120-020
APN 532-120-019
APN 532-120-018
APN 532-120-008
APN 532-120-009
APN 532-120-010
APN 532-120-012
APN 532-120-004
HIGHWAY 10
C/L RAMSEY STREET
INTERSTATE
APN 532-120-011
APN 532-140-004
APN 532-140-002
SW 1/4, SECTION 11
T. 3 S., R. 1 E., S.B.M.
SCALE: 1" = 300'
PROFESSIONAL LAND SURVEYOR
JAMES O. STEINES
No. 6086
STATE OF CALIFORNIA
JAMES O. STEINES, P.L.S 6086
STANTEC CONSULTING INC.
19 TECHNOLOGY DRIVE
IRVINE, CA 92618
949 923 6000
J.N. 2042 473201
DATE: 4/4/12
V:\projects\204247320\SURMAP\DWG\SYME0023.dwg 4/4/2012 8:57:12 AM PDT

EXHIBIT "B"

SHEET 2 OF 3

RIGHT-OF-WAY DEDICATION - APN 532-120-011



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°03'38"E	65.01'
L2	S83°24'49"E	80.62'
L3	S89°07'14"E	165.86'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	05°42'25"	21.12'
C2	188.00'	05°42'25"	18.73'
C3	615.00'	16°33'15"	177.69'

SCALE: 1" = 100'

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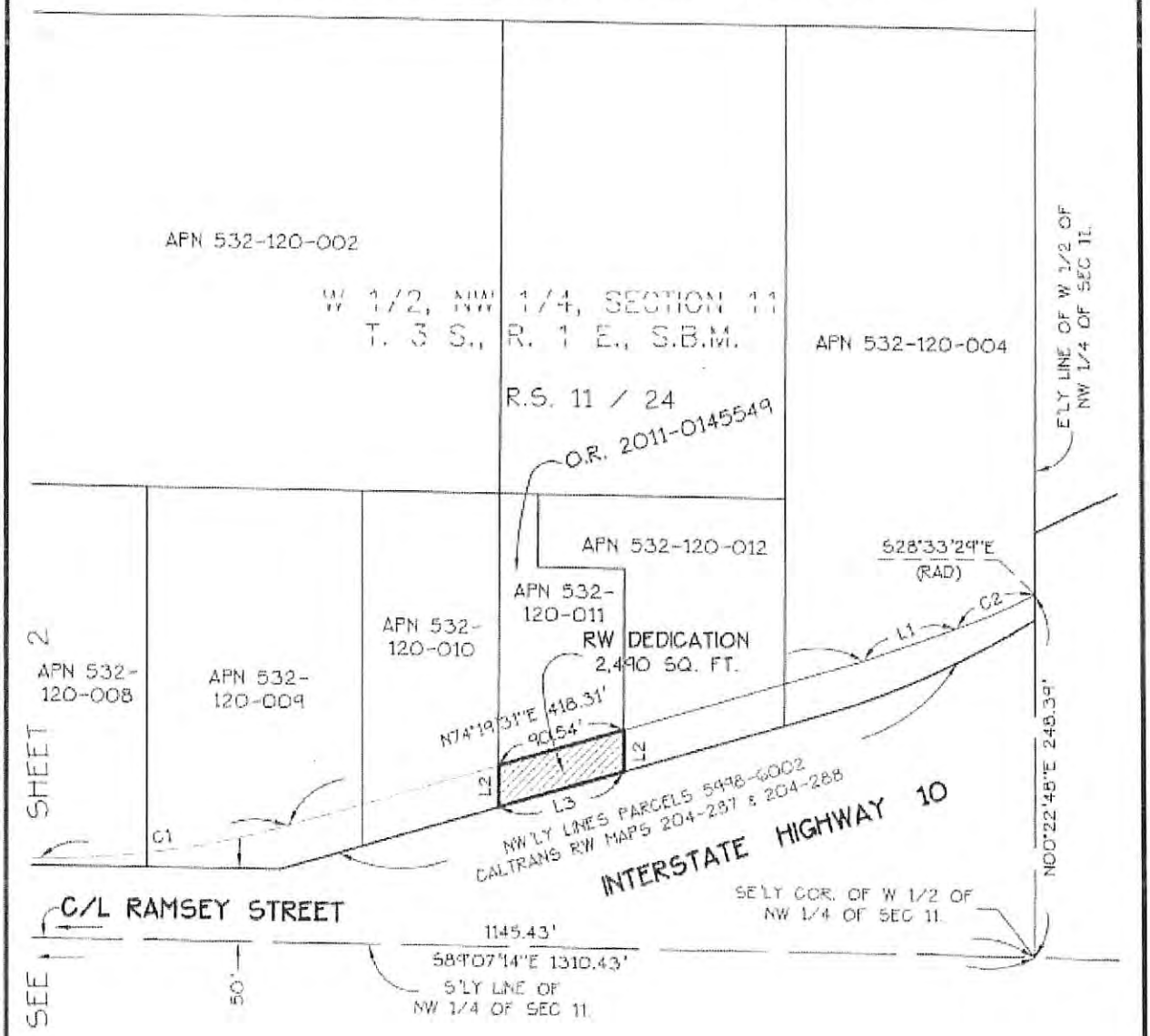
EXHIBIT "B"

SHEET 3 OF 3

RIGHT-OF-WAY DEDICATION - APN 532-120-011



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N70°54'14"E	68.91'
L2	N00°22'48"E	28.62'
L3	S74°19'31"W	90.54'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	615.00'	16°33'15"	177.69'
C2	365.00'	09°27'43"	60.28'

SCALE: 1" = 100'

V:\projects\2042473200\SURMAP\DWG\SYME0031.dwg 4/4/2012 11:06:58 AM PDT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
) ss.
County of Riverside)

On _____ before me, _, Notary Public _____,

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
) ss.
County of Riverside)

On _____ before me, _, Notary Public _____,

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

(Gov't Code § 27281)
(Portions of APN 532-120-011)

This is to certify that the grant to the City of Banning of that certain approximate 2,490 square foot portion of that certain real property located at 1909 E. Ramsey Street, in the City of Banning, and identified as Riverside County Tax Assessor's Parcel Number 532-120-011, which is described more particularly in Exhibit "A" and depicted on Exhibit "B" to the attached Grant Deed is hereby accepted under the authority of the City Council of the City of Banning, and the City of Banning hereby consents to the recordation thereof by its duly authorized officer.

City of Banning, a municipal corporation

Dated: _____

By: _____
Douglas Schulze, City Manager

Attest:

By: _____
Marie Calderon, City Clerk

Approved as to form:

By: _____
Kevin Ennis, City Attorney

Exhibit "D"
Form of Temporary Construction Easement Agreement

Recording Requested by
and when recorded return to:

CITY OF BANNING
99 E. Ramsey Street
Banning, California 92220
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 532-120-011 [X] Portions

Documentary Transfer Tax $0.00

This Instrument is for the benefit of the City of Banning and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("TCE Agreement") is entered into by and between HUMBERTO RAMIREZ AND EULOGIA R. RAMIREZ, AS CO-TRUSTEES OF THE HUMBERTO AND EULOGIA R. RAMIREZ FAMILY LIVING TRUST, U/A DATED MAY 29, 2013 ("Grantors") and the CITY OF BANNING, a California municipal corporation ("City" or "Grantee") and is effective as of the date it is fully executed by the Parties.

This TCE Agreement is based on the following facts, which are incorporated herein by this reference:

A. Grantors are the record fee owner of that certain real property located at 1909 E. Ramsey Street in the City of Banning, State of California, identified as Riverside County Tax Assessor's Parcel Number 532-120-011 ("Larger Parcel"). The Larger Parcel is approximately 0.35 acres (15,073 square feet) in size and consists of a vacant commercial lot located on the north side of E. Ramsey Street, east of N. Hathaway Street.

B. Grantors and City have entered into a Purchase and Sale Agreement ("Purchase Agreement") for City's purchase in fee of an approximate 2,490 square foot portion of Grantors' Larger Parcel for public use, namely public street purposes and all uses necessary or convenient thereto in connection with the Ramsey-Hathaway Street Improvement Project ("Project"). The Project will improve circulation in this area of the City. The Project, as planned and designed, will widen Ramsey Street approximately 500 feet west and 1,500 feet east of Hathaway Street. The Project will also widen Hathaway Street from Ramsey Street approximately 1,400 feet north. Further, the Project will construct a new 12-inch ductile iron water line along Ramsey Street.

C. Pursuant to the Purchase Agreement, City is also purchasing the approximate 1,358 square foot temporary construction easement described below for a term of nine months on the Larger Parcel to facilitate the construction of the Project. City's use of the TCE is subject to the terms and conditions of this TCE Agreement.

NOW THEREFORE, for a valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors and City agree to the following:

1. Grant of 1,358 Square Foot Temporary Construction Easement. Grantors hereby grant to City, its contractors, agents, representatives, employees, and all others reasonably deemed necessary by City ("City Designees"), that certain approximate 1,358 square foot Temporary Construction Easement more particularly described on Exhibit "A" and depicted on Exhibit "B" hereto ("TCE") in, over, under and across the Larger Parcel for a term of nine months. Exhibit "A" and Exhibit "B" are attached hereto, and incorporated herein by this reference.

2. Term. The term of the TCE will commence thirty calendar days from the date that the City provides written notice to Grantors that it intends to commence construction of the Project. The thirtieth calendar day after the date of the City's notice is the "commencement date" of the TCE. The TCE will terminate automatically nine months from the commencement date ("termination date"). City is authorized to use the approximate 1,358 square foot TCE from the commencement date to the termination date to facilitate City's construction of the Project. The temporary construction easement will expire on the earlier of (i) the termination date or (ii) the date on which City records a notice of termination of the Temporary Construction Easement in the Official Records of the County of Riverside.

3. Option to Extend Term. The City has the option to extend the term of the TCE by up to six months provided that the City provides Grantors written notice 15 calendar days before the termination date (as defined in 2) notifying Grantors that the City wishes to exercise the option to extend the term by up to six months. During any such extension period, the Parties agree that the City will pay to Grantors the sum of $46.72 per month for any portion of a month in which the City continues to use the TCE. The monthly compensation is based on compensation at $4.13 per square foot with a net annual rate of return of ten percent. Thus, if the City uses the TCE for an additional 2.3 months, the City will pay Grantors the sum of $140.16, which represents the compensation for three months ($46.72 x 3 months, rounded). The City will pay any such compensation for the extension term within 30 calendar days of the date on which the City's use of the TCE terminates.

4. Scope of Temporary Construction Easement. The 1,358 square foot TCE is for the use by City Designees for the above-referenced approximate nine-month period to facilitate City's construction of the Project, including construction of street, utility, and drainage improvements in the new right of way, construction staging purposes, and storage of material and equipment on the TCE, if necessary. The construction staging purposes include, but are not limited to, the use of the TCE to facilitate the movement of construction equipment for the construction of the Project, storage and assembly of equipment and materials, ingress and egress, and any related support activities to facilitate the construction of the Project.

5. No Liens. City agrees to keep the approximate 1,358 square foot TCE and the Larger Parcel free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors, or others that may have lien rights for work arising out of City's use of the TCE in connection with the construction of the Project. If any such lien is filed on the TCE or any portion of the Larger Parcel in connection with City's use of the TCE, City will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to Grantors within 30 calendar days of receiving notice of the lien. If City fails to remove the lien within such 30-day period, Grantors will have the right to remove or bond over the lien, and City, upon demand, will reimburse Grantors for all reasonable costs and expenses, including without limitation reasonable attorneys' fees incurred by Grantors in connection with such removal or bond.

6. City's Obligations at End of Term. City agrees that as of the termination date of the TCE, City will leave the TCE in as close as possible to the condition in which said TCE existed at the commencement date, including removal of any equipment and materials stored on the TCE in connection with the Project. Further, upon the expiration of the term of the TCE, City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the TCE and the relinquishment of City's rights and interests in the TCE pursuant to this TCE Agreement, including, without limitation, City will record at City's expense, such termination or extinguishment as is in form and substance reasonably acceptable to Grantors and sufficient to remove this TCE Agreement as an encumbrance against title.

7. Warranties. City warrants that on the completion of its use of the TCE, and following removal of any construction equipment and facilities and cleanup required by Section 5, it shall cause its contractor to leave the TCE area in a neat manner conforming to the natural appearance of the TCE area prior to City's use of said area.

8. Insurance. Prior to entry onto the approximate 1,358 square foot TCE area, City will procure and maintain (and cause City's contractor for the Project to procure and maintain) a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantors covering the use by and activities of City and City's Designees with a single limit of liability (per occurrence and aggregate) of not less than $2,000,000, and to deliver to Grantors a certificate of insurance and copy of additional insured endorsement naming Grantors as named additional insured, evidencing that such insurance is in force and effect, and evidencing that Grantors have been named as an additional insured thereunder with respect to the use by Grantee and Grantee's Designees of the TCE. Such insurance will be maintained in force throughout the term of this Temporary Construction Easement.

9. City's Agreement to Indemnify. City will, and will cause its contractor for the proposed Project to, indemnify, defend and hold Grantors harmless from any and all liability for loss, damages, costs, expenses, demands, causes of action, claims or judgments, arising from or arising out of or in any way connected with the entry, access and use of the TCE by said contractor and its designees in connection with the exercise of the rights of the contractor and its designees under this TCE Agreement or any breach of City's or City's contractor's obligations under this TCE Agreement, and will reimburse Grantors for all reasonable costs, expenses and losses, including reasonable attorneys' fees, incurred by Grantors in consequence of any claims, demands and causes of action that may be made or brought against Grantors arising out of the entry on and

use of the area comprising the TCE by said contractor and/or its designees in connection with the Project or any breach of City's or its contractor's obligations under this TCE Agreement.

10. Notices. All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express. Notices will be considered given upon the earlier of (a) personal delivery, (b) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one business day following deposit with Federal Express. The Parties will address such notices as provided below or as may be amended by written notice:

GRANTEE:	City of Banning 99 E. Ramsey Street Banning, California 92220 Attention: City Manager
COPY TO:	Richards, Watson & Gershon 355 South Grand Avenue 40th Floor Los Angeles, California 90071-3101 Attention: Kevin Ennis, City Attorney
GRANTORS:	Humberto Ramirez and Eulogia R. Ramirez, as Co-Trustees of The Humberto and Eulogia R. Ramirez Family Living Trust u/a dated May 29, 2013 410 Avignon Court Riverside, California 92501-1202

11. Miscellaneous Provisions.

11.1 *Governing Law.* This TCE Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This TCE Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

11.2 *Entire Agreement.* This TCE Agreement, together with the Purchase Agreement, contains the entire agreement between Grantors and Grantee regarding the TCE. No person is authorized to make, and by execution hereof Grantors and Grantee acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and any such agreement, statement, representation or promise not contained in said Purchase Agreement and this TCE Agreement will not be binding on Grantors or City.

11.3 *Amendments.* Any amendments to this TCE Agreement will be effective only by a writing executed by all Parties to this TCE Agreement.

11.4 *Successors and Assigns.* This TCE Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

11.5 *Counterparts, Facsimile and Electronic Signatures.* This TCE Agreement may be executed in whole or in counterparts, which together shall constitute the entire Agreement. Facsimile or electronic signatures/counterparts to this TCE Agreement shall be effective as if the original signed counterpart were delivered.

11.6 *Legal Representation.* Each of the Parties acknowledge that in connection with the negotiation and execution of this TCE Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented. The Parties further acknowledge that, prior to executing this TCE Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of said Agreement.

11.7 *Attorneys' Fees.* If either of the Parties hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this TCE Agreement or because of a breach of this TCE Agreement by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other party.

11.8 *Severability.* If any part, term or provision of this TCE Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this TCE Agreement did not contain the particular part, term or provision held to be invalid.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantors and City have entered into this TCE Agreement as of the date set forth below.

GRANTORS

HUMBERTO RAMIREZ AND EULOGIA R. RAMIREZ, AS CO-TRUSTEES OF THE HUMBERTO AND EULOGIA R. RAMIREZ FAMILY TRUST U/A DATED MAY 29, 2013

Dated: _____

By: _____
Humberto Ramirez, Co-Trustee of The Humberto and Eulogia R. Ramirez Family Living Trust u/a dated May 29, 2013

Dated: _____

By: _____
Eulogia R. Ramirez, Co-Trustee of The Humberto and Eulogia R. Ramirez Family Living Trust u/a dated May 29, 2013

GRANTEE
City of Banning, a municipal corporation

Dated: _____

By: _____
Douglas Schulze, City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

_____
Kevin Ennis, City Attorney

Exhibit "A"
Legal Description of Temporary Construction Easement

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-011

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WITHIN THE LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAMSEY STREET AND HATHAWAY STREET AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 11, PAGE 24 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID CENTERLINE OF HATHAWAY STREET, NORTH 00°03'38" EAST, 1635.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, RECORDED APRIL 10, 2008 AS DOCUMENT NO. 2008-0178325, OFFICIAL RECORDS OF SAID COUNTY, AND THE **POINT OF BEGINNING**;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AS DESCRIBED IN A GRANT DEED TO OSI PARTNERSHIP 1, LLC, SOUTH 89°15'37" EAST, 52.00 FEET TO A LINE PARALLEL WITH AND 52.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 125.99 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 53.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 29.50 FEET;

THENCE, SOUTH 89°56'22" EAST, 1.00 FEET TO A LINE PARALLEL WITH AND 54.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 99.85 FEET;

THENCE, SOUTH 44°59'49" EAST, 43.56 FEET;
THENCE, SOUTH 00°03'16" EAST, 61.19 FEET;
THENCE, SOUTH 45°00'11" WEST, 40.99 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 126.26 FEET TO THE NORTHERLY LINE OF PARCEL 6 DESCRIBED IN A GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 89°14'00" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 288.84 FEET;

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT - A.P.N. 532-120-011

THENCE, SOUTH 89°56'22" EAST, 2.00 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 69.37 FEET;

THENCE, NORTH 89°56'22" WEST, 1.00 FEET TO A LINE PARALLEL WITH AND 56.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 105.38 FEET;

THENCE, SOUTH 53°55'49" EAST, 11.13 FEET;
THENCE, SOUTH 00°03'38" WEST, 34.32 FEET;
THENCE, SOUTH 51°09'30" WEST, 12.85 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 219.93 FEET;

THENCE, SOUTH 38°57'16" EAST, 14.30 FEET;
THENCE, SOUTH 00°03'38" WEST, 34.56 FEET;
THENCE, SOUTH 61°37'51" WEST, 10.23 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.62 FEET TO THE SOUTHERLY LINE OF PARCEL 2 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89°07'14" EAST, 9.00 FEET TO A LINE PARALLEL WITH AND 64.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 39.71 FEET;

THENCE, SOUTH 49°31'47" WEST, 9.21 FEET TO A LINE PARALLEL WITH AND 57.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 52.53 FEET;

THENCE, SOUTH 01°47'23" WEST, 66.27 FEET TO A LINE PARALLEL WITH AND 55.00 FEET EASTERLY OF SAID CENTERLINE OF HATHAWAY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°03'38" WEST, 57.98 FEET;

THENCE, SOUTH 50°12'34" EAST, 21.36 FEET TO A LINE PARALLEL WITH AND 74.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 93.57 FEET TO THE WESTERLY LINE OF PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED

MAY 9, 2011 AS DOCUMENT NO. 2011-0204495, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°03'38" WEST, 9.00 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 117.32 FEET;

THENCE, NORTH 00°03'38" EAST, 18.99 FEET;
THENCE, SOUTH 89°56'22" EAST, 65.00 FEET;
THENCE, SOUTH 00°03'38" WEST, 20.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 212.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 06°12'06" EAST;

THENCE, EASTERLY 1.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'05";

THENCE, SOUTH 83°24'49" EAST, 70.70 FEET TO THE EASTERLY LINE OF SAID PARCEL 1 OF THE CORPORATION GRANT DEED RECORDED MAY 9, 2011 AS DOCUMENT NO. 2011-0204495;

THENCE, ALONG SAID EASTERLY LINE, NORTH 00°03'38" EAST, 10.20 FEET;

THENCE, SOUTH 89°56'22" EAST, 42.00 FEET;
THENCE, SOUTH 00°23'37" EAST, 12.72 FEET TO A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 78.89 FEET TO THE WESTERLY LINE OF PARCEL 3 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID WESTERLY LINE, NORTH 00°03'38" EAST, 14.00 FEET TO A LINE PARALLEL WITH AND 69.00 FEET NORTHERLY OF SAID CENTERLINE OF RAMSEY STREET;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°07'14" EAST, 42.66 FEET;

THENCE, SOUTH 81°14'46" EAST, 21.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 604.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 01°48'41" WEST;

THENCE, EASTERLY 86.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°11'48" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 06°23'07" EAST;

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 00°03'38" EAST, 2.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A

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RADIUS OF 602.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 06°24'24" EAST;

THENCE, EASTERLY 59.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'47" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 12°03'11" EAST;

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 72°27'02" EAST, 27.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 14°39'03" EAST;

THENCE, EASTERLY 10.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°01'26";

THENCE, NORTH 74°19'31" EAST, 57.22 FEET;
THENCE, SOUTH 00°03'38" WEST, 4.16 FEET;
THENCE, NORTH 74°19'31" EAST, 35.48 FEET;
THENCE, NORTH 63°02'37" EAST, 56.23 FEET;
THENCE, NORTH 74°19'31" EAST, 12.45 FEET TO THE EASTERLY LINE OF PARCEL 5 DESCRIBED IN SAID GRANT DEED TO LOUIS S. LOPEZ, TRUSTEE OF THE LOUIS S. LOPEZ TRUST, RECORDED DECEMBER 5, 2006 AS DOCUMENT NO. 2006-0889568;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 7.28 FEET;

THENCE, NORTH 74°19'31" EAST, 90.54 FEET TO THE EASTERLY LINE OF SAID LAND DESCRIBED IN A GRANT DEED TO HUMBERTO RAMIREZ RECORDED APRIL 1, 2011 AS DOCUMENT NO. 2011-0145549;

THENCE, CONTINUING NORTH 74°19'31" EAST, 22.89 FEET;

THENCE, NORTH 82°52'09" EAST, 40.39 FEET;

THENCE, NORTH 74°19'31" EAST, 53.02 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED TO GARY CARLTON AND WENDY CARLTON, TRUSTEES OF THE GARY AND WENDY CARLTON LIVING TRUST, RECORDED MARCH 8, 2006 AS DOCUMENT NO. 2006-0165322, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°22'48" WEST, 2.08 FEET;

THENCE, NORTH 74°19'31" EAST, 36.50 FEET;
THENCE, NORTH 81°52'04" EAST, 42.65 FEET;
THENCE, NORTH 70°54'14" EAST, 45.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 365.00 FEET;

THENCE, NORTHEASTERLY 60.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'43" TO THE EASTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST;

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THENCE, ALONG SAID EASTERLY LINE, SOUTH 00°22'48" WEST, 248.39 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 11 AND THE TERMINUS OF THE REFERENCE LINE.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE RIGHT-OF-WAY DEDICATION TO THE CITY OF BANNING RECORDED _____, AS DOCUMENT NO. _____, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING 1,358 SQUARE FEET, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

MINH A. LE, P.L.S. 8543

MARCH 7, 2018
J.N. 2073 013430

5 OF 5

Exhibit "B"
Depiction of Temporary Construction Easement

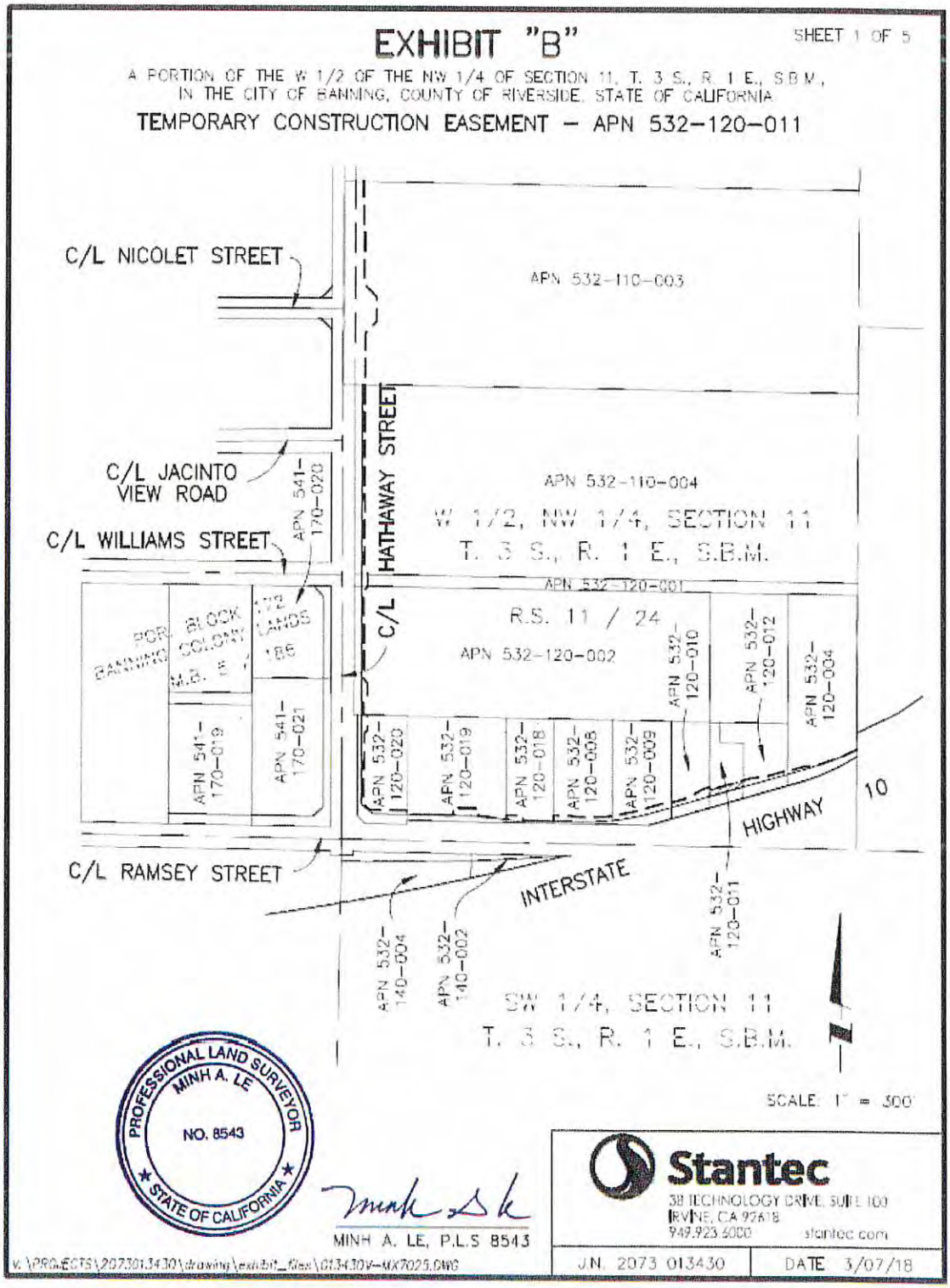
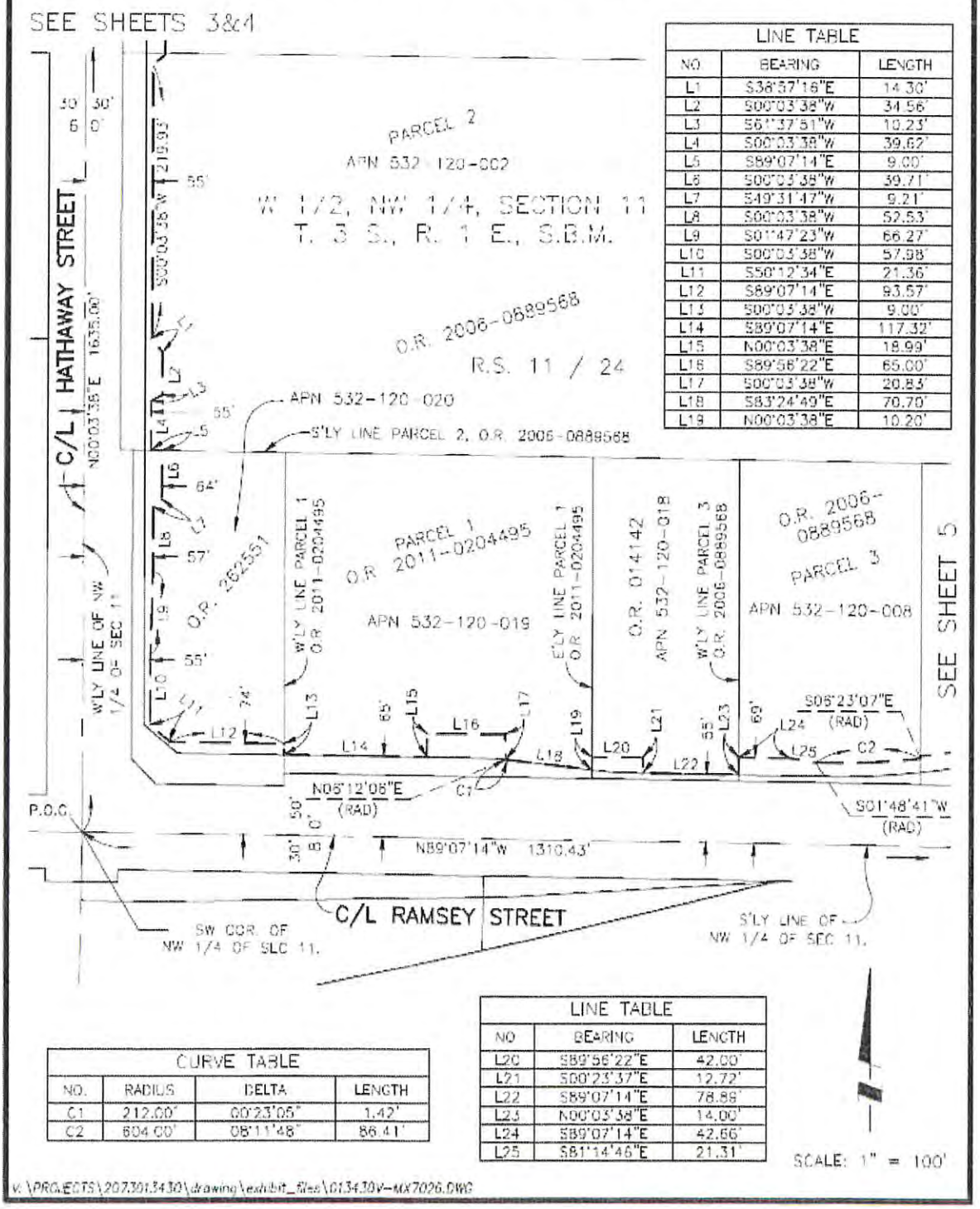


EXHIBIT "B"

SHEET 2 OF 5

TEMPORARY CONSTRUCTION EASEMENT – APN 532-120-011



LINE TABLE		
NO	BEARING	LENGTH
L1	S38°37'16"E	14.30'
L2	S00°03'38"W	34.56'
L3	S56°37'51"W	10.23'
L4	S00°03'38"W	39.62'
L5	S89°07'14"E	9.00'
L6	S00°03'38"W	39.71'
L7	S49°31'47"W	9.21'
L8	S00°03'38"W	52.53'
L9	S01°47'23"W	66.27'
L10	S00°03'38"W	57.98'
L11	S50°12'34"E	21.36'
L12	S89°07'14"E	93.57'
L13	S00°03'38"W	9.00'
L14	S89°07'14"E	117.32'
L15	N00°03'38"E	18.99'
L16	S89°56'22"E	65.00'
L17	S00°03'38"W	20.83'
L18	S83°24'49"E	70.70'
L19	N00°03'38"E	10.20'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	212.00'	00°23'05"	1.42'
C2	604.00'	08°11'48"	86.41'

LINE TABLE		
NO	BEARING	LENGTH
L20	S89°56'22"E	42.00'
L21	S00°23'37"E	12.72'
L22	S89°07'14"E	78.88'
L23	N00°03'38"E	14.00'
L24	S89°07'14"E	42.66'
L25	S81°14'46"E	21.31'

SCALE: 1" = 100'

v:\PROJECTS\207301430\drawing\exhibit_files\013430v-MX7026.DWG

EXHIBIT "B"

SHEET 3 OF 5

TEMPORARY CONSTRUCTION EASEMENT – APN 532-120-011

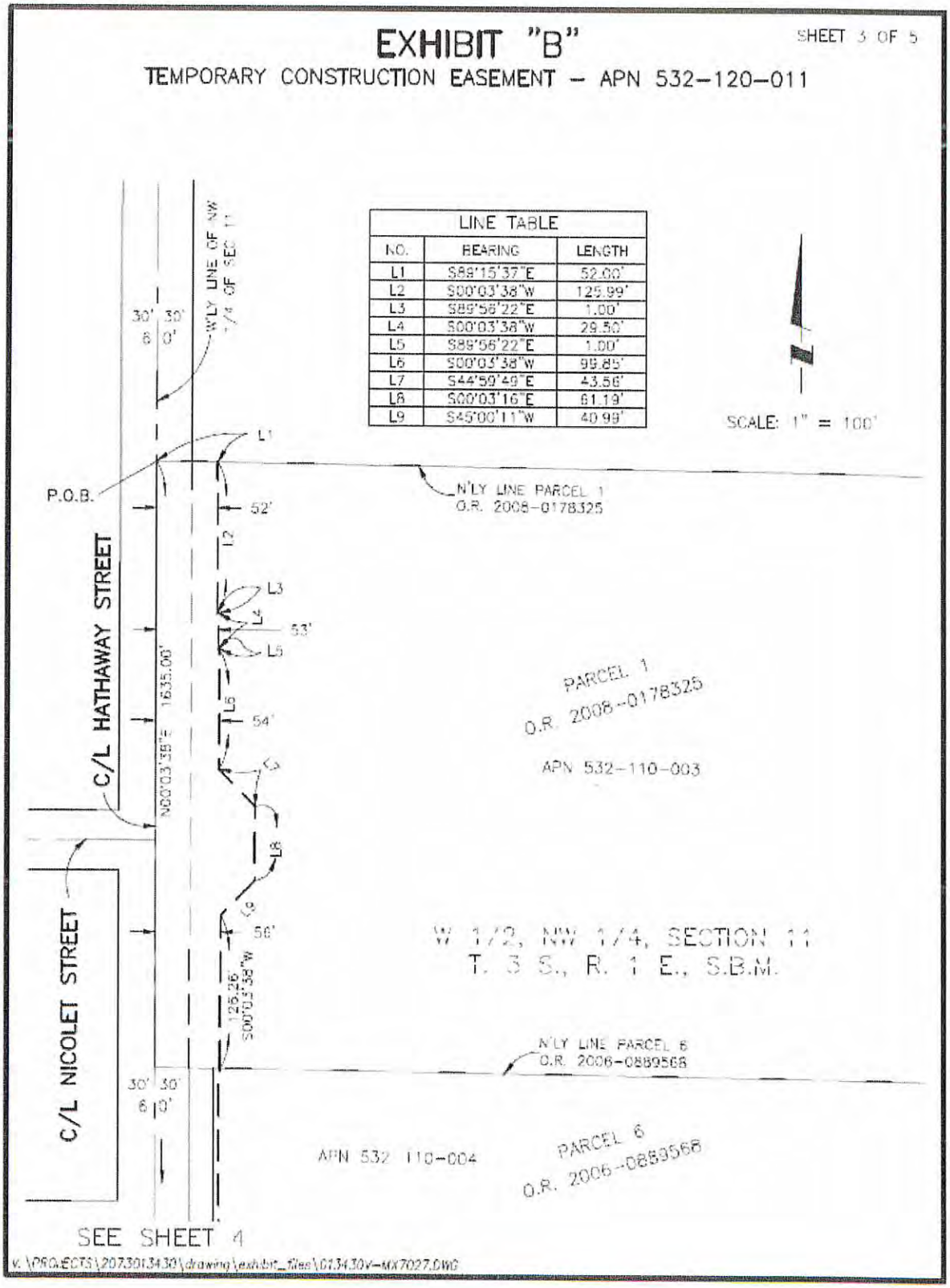
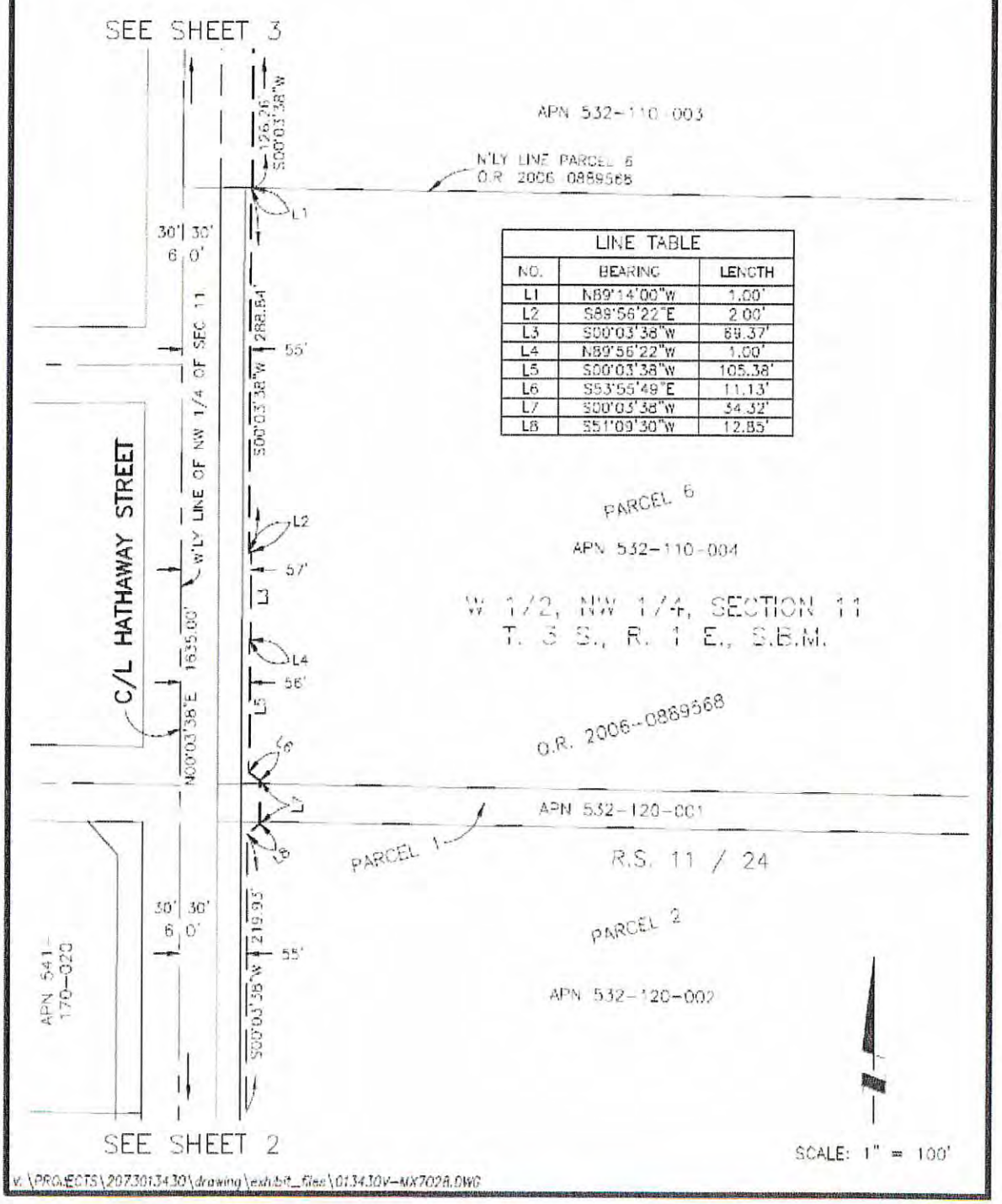


EXHIBIT "B"

SHEET 4 OF 5

TEMPORARY CONSTRUCTION EASEMENT – APN 532-120-011



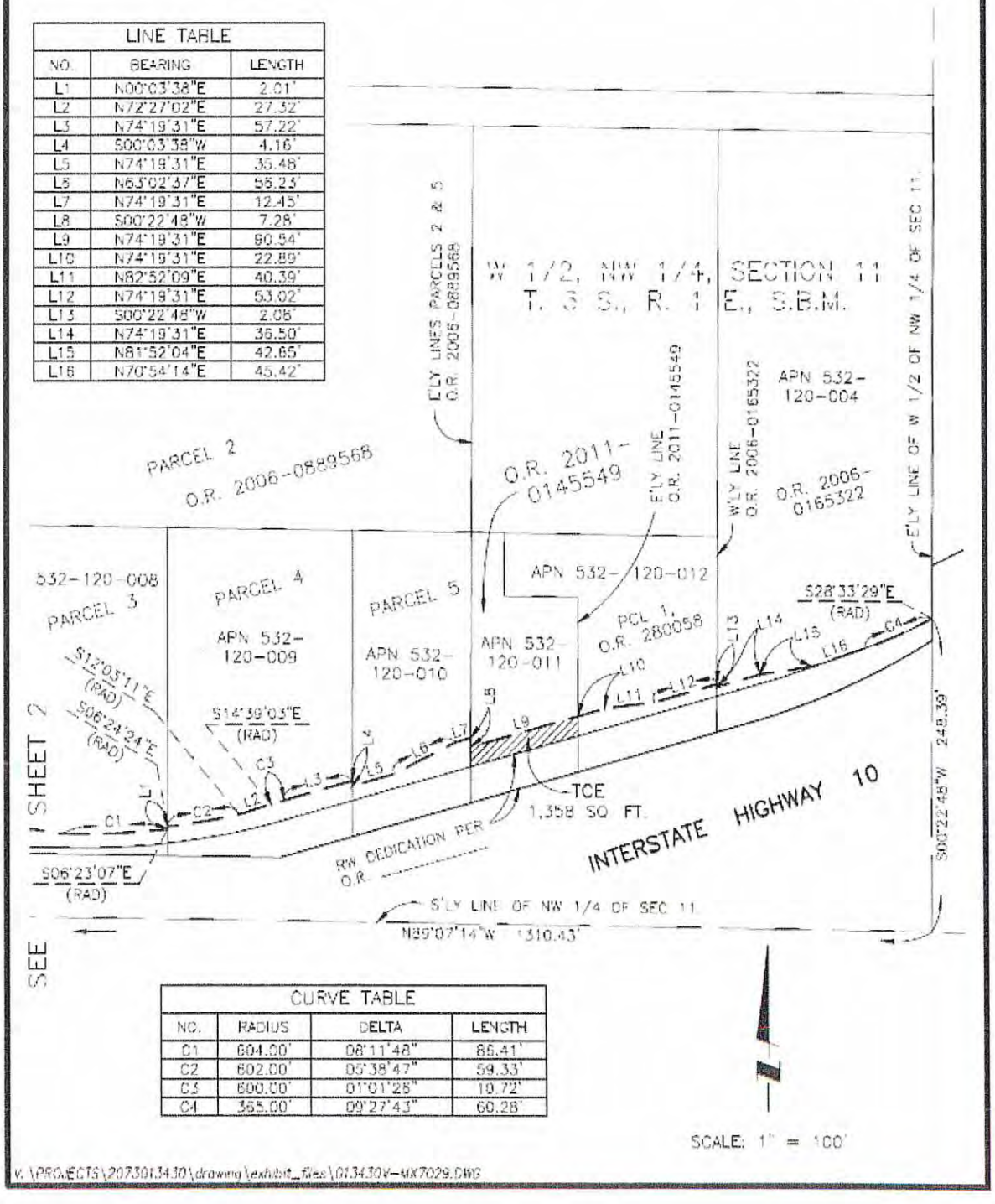
LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°14'00"W	1.00'
L2	S89°56'22"E	2.00'
L3	S00°03'38"W	69.37'
L4	N89°56'22"W	1.00'
L5	S00°03'38"W	105.38'
L6	S53°55'49"E	11.13'
L7	S00°03'38"W	34.32'
L8	S51°09'30"W	12.85'

EXHIBIT "B"

SHEET 5 OF 5

TEMPORARY CONSTRUCTION EASEMENT – APN 532–120–011

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°03'38"E	2.01'
L2	N72°27'02"E	27.32'
L3	N74°19'31"E	57.22'
L4	S00°03'38"W	4.16'
L5	N74°19'31"E	35.48'
L6	N63°02'37"E	56.23'
L7	N74°19'31"E	12.45'
L8	S00°22'48"W	7.28'
L9	N74°19'31"E	90.54'
L10	N74°19'31"E	22.89'
L11	N82°52'09"E	40.39'
L12	N74°19'31"E	53.02'
L13	S00°22'48"W	2.08'
L14	N74°19'31"E	36.50'
L15	N81°52'04"E	42.65'
L16	N70°54'14"E	45.42'



CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	604.00'	08°11'48"	86.41'
C2	602.00'	05°38'47"	59.33'
C3	600.00'	01°01'28"	10.72'
C4	365.00'	09°27'43"	60.28'

v. \PROJECTS\20730134.30\drawing\exhibit_files\01343.0V-MX7029.DWG

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
) ss.
County of Riverside)

On _____ before me, _____, Notary Public _____,

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California)
) ss.
County of Riverside)

On _____ before me, _, Notary Public _____,

personally appeared _____,

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

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WITNESS my hand and official seal.

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Signature of Notary Public

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California)
) ss.
County of Riverside)

On _____ before me, _, Notary Public _____,

personally appeared _____,

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

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WITNESS my hand and official seal.

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Signature of Notary Public

Place Notary Seal Above

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☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

ATTACHMENT 3

Trustee's Addendum to Agreement for Purchase and Sales and Escrow Instructions

Trustee's Addendum to Agreement for Purchase and Sale and Escrow Instructions

1909 E. Ramsey Street, Banning, CA

This is the Trustee's Addendum ("Addendum") to the *Agreement for Purchase and Sale and Escrow Instructions Between City of Banning and Humberto Ramirez and Eulogia R. Ramirez, as Co-Trustees of the Humberto and Eulogia R. Ramirez Family Living Trust, U/A Dated May 29, 2013 in Connection With Ramsey-Hathaway Street Improvement Project (Portions of APN 532-120-011)* dated February 27, 2019 ("Sale Agreement") for the purchase and sale of the vacant land commonly known as 1909 E. Ramsey Street, Banning, California, APN 532-120-011 ("Property"). This Addendum is entered into by and between:

- The City of Banning, a municipal corporation referred to here as the "Buyer";
- Charles W. Daff, solely in his capacity as the Chapter 7 trustee (referred to here as the "Trustee" or the "Seller") for the bankruptcy estate ("Estate") of *In re Humberto Ramirez and Eulogia R. Ramirez,* Case No.: 6:19-bk-10869-MW ("Debtors"); and
- The Debtors.

The Buyer, the Trustee and the Debtors are collective referred herein as the "Parties".

When fully-executed below, this Addendum will constitute conclusive evidence of the contract for the sale and purchase of the Property (the "Sale") and the Parties' agreement for the Sale, subject to approval by the Bankruptcy Court in the Debtors' bankruptcy case, and further or more complete documentation in the Trustee's discretion. **The terms of this Addendum supersede the Sale Agreement. In the event of any inconsistency between the Sale Agreement and this Addendum, their terms, provisions or effect, this Addendum alone shall govern.** Seller may elect to deem this Addendum the definitive agreement between the Parties regarding the Sale.

RECITALS

1. The Debtors filed a voluntary petition under Chapter 7 of the Bankruptcy Code on February 1, 2019 ("Petition Date") commencing bankruptcy Case No. 6:19-bk-10869-MW ("Bankruptcy Case") in the Central District of California, Riverside Division ("Bankruptcy Court").

2. Charles W. Daff is the duly appointed, qualified and acting chapter 7 trustee for the Debtors' Estate.

3. As a result of the Bankruptcy Case, only the Trustee has exclusive standing to sell the Property.

4. On their Bankruptcy Schedule A/B, the Debtors list their ownership interest in ".33 acres of vacant land" commonly known as the Property. The Property is approximately 0.35 acres (15,073 square feet) in size and consists of a vacant commercial lot located on the north side of E. Ramsey Street, east of N. Hathaway

Street. There are no liens against the Property and the Debtors did not claim any exemption in the Property.

5. The Trustee is advised that prior to the Petition Date, the Buyer presented the Debtors with a written offer to purchase an approximate 2,490 square foot portion of the Property (the "Subject Fee Property") and an approximate 1,358 square foot temporary construction easement ("the TCE") for the term of nine months to facilitate the construction of a street improvement project.

6. Without the Trustee's knowledge or consent, on or about February 18, 2019, the Debtors executed the Sale Agreement for the purchase of the Subject Fee Property and the Buyer's use of the TCE. Upon receipt of and review of the Sale Agreement, the Trustee advised the Debtors that they did not have authority to sell the Property as it was an asset of the Estate.

7. The Buyer has now expressed an interest to purchase the entirety of the Property.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Role of Trustee: The Parties acknowledge that the operation of the law has placed the Trustee in a unique role as the Seller under the Sale Agreement. Due to the nature of the Trustee's role in administering the assets of Debtors' Estate, there may be limitations as to the extent, type and character of the transactional documents under which the Trustee can convey the Property to the Buyer that are the subject of the Sale Agreement and this Addendum. The Trustee proposes to sell the Property pursuant to certain limitations. The Parties acknowledge that they understand the terms under which the Property is to be conveyed may vary substantially from the normal customs and trade within the State of California, County of Riverside. Except where expressly mandated by operation of law, the Buyer consents to any such modifications and amendments.

2. Trustee Official Capacity: The Parties acknowledge that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Sale Agreement, including this Addendum, the Property, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the sale of the Property and all disputes arising before and after closing shall be resolved in the Bankruptcy Court. Further, the Trustee has agreed that if a dispute arises, such dispute may initially be resolved through any mediation program pending in the Bankruptcy Court.

3. Hold Harmless: The Parties understand the terms and conditions of the entire Sale Agreement and this Addendum and the Buyer and the Debtors hold the Trustee and his agents, employees and attorneys, harmless from any liabilities arising from the Sale Agreement and this Addendum.

4. Purchase Price/Total Consideration: The purchase price for the Property shall be $20,000.00 (the "Purchase Price").

5. Purpose of the Escrow: The purpose of this escrow is for the City to purchase the entirety of the Property.

6. Initial Deposit: **Sentry Escrow Service, Inc.** is in possession of the Initial Deposit of $11,425.00, which is to be applied towards the Purchase Price.

7. Due Diligence Period: Buyer acknowledges that it is familiar with the Property and that the Buyer has previously viewed the Property. Buyer has completed its due diligence and the Sale shall be without any further contingencies or due diligence requirements of the Buyer.

8. Bankruptcy Court Approval: The Sale is expressly subject to Bankruptcy Court approval in the Bankruptcy Case. The Seller is filing a motion to approve the Sale with the Bankruptcy Court pursuant to section 363 of the United States Bankruptcy Code (11 U.S.C. § 363). As part of such motion, the Seller will request a finding of the Buyer's "good faith" in accordance with section 363(m) of the Bankruptcy Code.

9. Tender of Balance of Purchase Price/Closing: The Sale shall close, with Buyer tendering the full Purchase Price, not more than fifteen (15) calendar days after the entry of an order of the Bankruptcy Court authorizing the Sale.

10. Property Sold "As is" "Where is": The Buyer acknowledges that the Seller is a trustee appointed to administer the Bankruptcy Estate. The Seller and/or Seller's agents have not, and will not, inspect the Property or determine its condition, fitness or use for any particular purpose, nor will any of them provide any written disclosures, guarantees or warranties of any kind. Seller and Seller's agents are exempt from complying with the requirements of Article 1.5 of the California Civil Code Sections 1102-1102.17 relating to disclosures upon transfer of real property. **The sale shall be "as-is" and "where is" with no warranty or recourse whatsoever.** If any state or local ordinance laws require that the Property be brought into compliance, the Buyer, at its sole expense, shall comply with and pay for any such requirements.

11. Transfer of Property: Transfer of the Property by Seller shall be by **Trustee's Fiduciary Quitclaim Deed**. The Seller shall convey and the Buyer shall accept the marketable title to the Property that will be insured by **First American Title**

Company, without material exception, subject only to the terms of this Addendum and any further documentation of the Sale consistent with this Addendum.

12. Closing Costs. The Seller agrees to pay only for property taxes.

13. Trust Agreement/Certification. The Seller will not furnish a Trust Certification.

14. Liens, Claims, Encumbrances and Interests: The Sale shall be free and clear of liens pursuant to Bankruptcy Code §§ 363(b) and 363(b)(f).

15. Assessments, Taxes and Escrow fees: The following assessments, taxes and other costs shall be allocated as follows: (a) all allowable assessments and real property taxes shall be prorated through the closing date of the Sale to the applicable accounts of the Seller and the Buyer, such that the amounts applicable to the account of the Buyer shall not be deducted from the Purchase Price; (b) escrow fees shall be split equally between the Buyer and the Seller (50/50), such that the amounts allocable to the Buyer shall not be deducted from the Purchase Price; (c) the Seller shall pay real property transfer tax (County and State only) and the costs of a standard issue title insurance policy, such that these taxes and costs shall not be deducted from the Purchase Price; and (d) City transfer tax shall be split equally between Buyer and Seller (50/50), such that the amount allocable to the Buyer shall not be deducted from the Purchase Price. **All other costs are at Buyer's sole expense and are not to be deducted from the Purchase Price.**

16. Overbid: The sale of the Property is subject to overbids. The terms of the overbids are: (a) initial overbid amount shall be $2,500.00; and (b) minimum increments of $500.00.

17. Brokers and Commissions: No brokers have been engaged for the transaction contemplated by the Sale Agreement and no commission shall be paid through this transaction.

18. Seller Right to Terminate: The Seller may decline, at his option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Bankruptcy Case; (b) the conversion of the Chapter 7 Bankruptcy Case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in his sole discretion, to determine not to consummate, and to terminate, the sale of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate or the Seller, either personally or in his capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

19. **Non-Refundability and Forfeiture of Deposit: Immediately upon execution of this Addendum, the entirety of the Deposit shall be absolutely non-refundable and forfeited to the Seller. Notwithstanding the immediately preceding sentence, in the event: (a) the Bankruptcy Court enters an order that does not authorize Seller to sell the Property to the Buyer; or (b) the Bankruptcy Court enters an order that authorizes the sale to another bidder/buyer and the Buyer is not a backup bidder, Seller shall refund the entire Deposit to the Buyer within ten (10) calendar days following entry of such order of the Bankruptcy Court. In the event the Buyer is overbid and is a backup bidder, Seller shall refund the entire Deposit to the Buyer only if the Sale closes to the winning bidder and within ten (10) calendar days following such closing.**

_____ (Buyer's initials)

20. Escrow Instructions: Escrow instructions shall be signed by Buyer and Seller within thirty (30) calendar days after execution of this Addendum. In the event that Buyer is unable to close escrow within fifteen (15) calendar days after entry of the Bankruptcy Court's order authorizing the Sale (the "Closing Date"), the Buyer shall compensate the Seller one hundred dollars ($100.00) per day for each day beyond the Closing date that the Sale does not close for a total extended period of no more than ten (10) calendar days. Thereafter, the Seller shall have absolute discretion to either: (a) provide further extensions of the Closing Date at the same rate of compensation; or (b) terminate the Sale to the Buyer and retain the entirety of the Deposit as liquidated damages.

21. Bankruptcy Court Jurisdiction: The Bankruptcy Court for the Central District of California, Riverside Division, shall have jurisdiction to interpret and enforce the terms of this Counteroffer/agreement. This Addendum/agreement shall be construed pursuant to the laws of the State of California, except to the extent preempted by applicable Federal bankruptcy law.

22. Expiration of Offer: This Addendum shall expire, if not executed by Buyer and delivered to Seller on or before 2:00 p.m. PDT, Friday, August 30, 2019.

SIGNATURES ON FOLLOWING PAGE

IT IS SO AGREED.

Dated: August , 2019

SELLER:

Charles W. Daff, solely in his capacity as the Chapter 7 trustee for the bankruptcy estate of Humberto Ramirez and Eulogia R. Ramirez (Case No.: 6:19-bk-10869-MW)

Dated: August , 2019

Humberto Ramirez, Debtor

Dated: August , 2019

Eulogia R. Ramirez, Debtor

Dated: August , 2019

BUYER:

CITY OF BANNING,
a municipal corporation

By: Douglas Schulze
City Manager

APPROVED AS TO FORM.

Dated: August , 2019

DOLEN, TUCKER, POPKA & ABRAHAM

M. Wayne Tucker
Attorneys for the Debtors

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CITY OF BANNING AND
BANNING UTILITY ATHORITY
COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Shiloh Rogers, Purchasing Manager** **Suzanne Cook, Acting Administrative Service Director/ Deputy Finance Director**
MEETING DATE:	**August 27, 2019**
SUBJECT:	**Adopt Resolution 2019-__, rejecting all bids for the Invitation for Bids (IFB) No. 19-043, Dysart Park Fencing Project.**

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2019-__:

1. Rejecting all bids for IFB No. 19-043, Dysart Park Fencing Project.
2. Authorizing the City Manager or his designee to re-bid this project, and bring back to the full City Council upon receipt of successful bids to recommend an award.
3. Authorizing the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

BACKGROUND:

On 07/03/2019, The County of Riverside, Economic Development Agency – Housing Authority completed their review and approval of the Dysart Park Fencing Project Plans and Specifications, committing a Community Development Block Grant (CDBG) for approximately $200,000.00 (based on the City's Engineer's Estimate) to the project, and giving the City permission to proceed with a bid advertisement.

On 07/12/2019, IFB 19-043 – Dysart Park Fencing Project, was advertised on the City's electronic bidding system for 21 days. Bids opened on 08/02/2019 at 2:00pm, and the City received five (5) bid responses. After the City performed an extensive

review of the bids received, it was determined that the first, second, and third lowest bidders were non-responsive for not meeting City and State of California requirements that were stipulated in the Bid Specifications. The fourth lowest bidder was determined to be responsive, meeting all required criteria. However, the bid amount that the fourth lowest candidate submitted was approximately double the Engineer's Estimate, and therefore double what the grant is offering to the City to complete this project. The table below summarizes these bid results.

Bidder	Amount	Responsive/Non-responsive (R/NR)
Epsilon Engineering	$211,181.20	**NR**: *DIR registration expired, & subcontracted more than 50% of the work
Coastal Iron Works Corp.	$249,002.15	**NR**: Did not possess required California state contractor's license
Golden Gate Steel Inc.	$249,785.80	**NR**: Subcontracted more than 50% of the work
AZ Construction Inc. DBA ACE Fence Company	$429,030.00	**R**: Met all requirements
BWW & Company INC.	$832,240.00	**R**: Met all requirements

*Department of Industrial Relations (DIR)

JUSTIFICATION:

The Public Contract Code (PCC), Department of Industrial Relations (DIR), and the Standard Specifications for Public Works Construction sections below include the requirements which were not met by the three lowest bids received. Those requirements were also reiterated in the City's Bid Specifications on the pages indicated below.

- DIR Registration: Required by Labor Code Sections 1725.5 and 1771.1
- DIR Registration (reiterated): Required by City Bid Specification Page Number NIB-2 and page number INS-25
- Subcontractors: Required by The 2018 Edition of "Standard Specifications for Public Works Construction Section 2-3.2
- Subcontractors (reiterated): Incorporated by Reference in City Bid Specifications Page Number INS-17
- Licensing: Required by City Bid Specifications Page Number NIB-2 and Addendum Number 1.

FISCAL IMPACT:

There is no Fiscal Impact at this time. Once this project is re-bid and successfully awarded, the Community Development Block Grant (CDBG) for $200,000.00 will be utilized to fund the project. If any additional funds are needed, the precise amount will be included in the Staff Report when the City recommends an award to City Council after the subsequent re-bid.

ALTERNATIVE:

Reject Resolution 2019-__ and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2019-__
2. County of Riverside Acceptance Letter
3. IFB 19-043, Dysart Park Fencing Project Bid Specifications

Approved by:

pp Yfr Sampson

Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-__

RESOLUTION 2019-_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, REJECTING ALL BIDS FOR THE INVITATION FOR BIDS (IFB) NO. 19-043, DYSART PARK FENCING PROJECT, AND AUTHORIZING STAFF TO RE-BID THIS PROJECT, AND BRING BACK TO THE FULL CITY COUNCIL UPON RECEIPT OF SUCCESSFUL BIDS TO RECOMMEND AN AWARD.

WHEREAS, The County of Riverside, Economic Development Agency – Housing Authority awarded the City of Banning Community Services Department a Community Development Block Grant (CDBG) for park improvements. The Community Services Department decided to utilize the grant funds to upgrade the fencing at Dysart Park.

WHEREAS, The City developed a scope of work which was incorporated into Public Works plans and specifications. Additionally, grant funding requirements and State requirements applied. Once the solicitation documents were complete, Invitation for Bids (IFB) 19-043, Dysart Park Fencing Project, was formally and publicly advertised on the City's centralized electronic bidding system.

WHEREAS, Bids opened on 08/02/2019, and the City received five (5) bid responses. Staff performed an extensive review of the bid submittals, and discovered that the first three lowest bidders were non- responsive for not meeting various requirements of the State of California, Department of Industrial Relations, Public Contract Code, Labor Code, and the City's Specifications. The two highest bidders were responsive, however their bid amounts far exceeded the value of the grant causing the results to be over budget.

WHEREAS, Awarding this project to the current lowest, responsive, and responsible bidder after deeming the initial lowest three (3) bidders non-responsive would cost the City approximately an additional $200,000.00 in excess of what the grant would cover.

WHEREAS, After exploring all available options, the best option agreed upon was to reject all bids and rebid the project. A notice of Intent to Reject all Bids was issued on August 14, 2019 on the City's electronic bidding website to provide bidders with an update regarding the bid analysis, and to provide feedback that may help them submit successful bids in the future.

WHEREAS, The City would like to recommend that staff update the bid plans and specifications, and formally rebid this project so that the City may bring a successful, financially responsible recommendation to award a contractor back to the full Council at a later date.

WHEREAS, Rebidding the project will not negatively affect the grant funding, and the funds will still be held for a successful award of the Dysart Park Fencing Project.

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

SECTION 1. Rejecting all bids for IFB No. 19-043, Dysart Park Fencing Project.

SECTION 2. Authorizing the City Manager or his designee to re-bid this project, and bring back to the full City Council upon receipt of successful bids to recommend an award.

SECTION 3. Authorizing the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 27th day of August, 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 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

County of Riverside
Acceptance Letter

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

File: 5.BN.39-18 and 5.BN43-19

July 3, 2019

Scott Foster, Community Service Manager
City of Banning
99 East Ramsey Street
Banning, CA 92220

RE: BID DOCUMENT REVIEW – Dysart Park Improvements

Dear Mr. Scott Foster,

This office has completed its review of the bid document for the above-referenced project. The document is complete and you are hereby authorized to advertise for bids.

When you advertise for bids, please comply with the following affirmative steps designed to maximize participation by minority and female-owned business enterprises in construction or service contracts funded with Community Development Block Grant (CDBG) funds:

1) The Notice of Inviting Bids must be disseminated to the minority and women contractor associations and business development centers listed (enclosed). In order to insure compliance with this action, sponsors must submit copies of registered or certified letters informing these groups of procurement opportunities.

2) The Notice of Inviting Bids shall be published in a newspaper of general circulation as well as one of the local minority newspapers. It is recommended that you make the notice available to plan rooms or construction industry publications (enclosed).

Please note that this office must approve the contractor or contractors you select before contracts can be awarded and before the pre-construction conference can be scheduled. Therefore, as soon as you have identified your proposed contractor, please provide the following information:

1. The name, business address, and State License Number and Federal License Number of the designated contractor (s);

2. The bid summary, containing a listing of all firms that submitted bids, amounts of bid and required forms

A copy of the Proof of Publication for the bid advertisement from the local minority newspaper and other publications;

4) Copies of registered or certified letters sent to the Minority and Women Contractor Associations, and Business Development Centers listed in Minority Business and Newspapers;

Note: The applicable Federal Wage Decision for this project is the wage decision that is in effect **ten (10) days** prior to the bid opening date; therefore, there may be a change in the wage decision.

Please inform this office immediately of the opening date.

If you have any questions or require technical assistance, please contact me at (951) 343-5482.

Sincerely,

Sterlon Sims
Senior Program Manager

Enclosure: Minority Business and Newspapers Suggested List

SMALL AND MINORITY OWNED BUSINESS CENTERS AND NEWSPAPERS

Suggested list only

For Publishing Notice Inviting Bids and RFQ/RFPs:

AMERICAN NEWS
15450 W Sand St. #208
Victorville, CA 92392
(909) 889-7677
contact@sbnews.us
www.sbnews.us

BLACK VOICE
1201 University Ave. Ste. 210
Riverside, CA 92507
(951) 682-6070
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San Bernardino, CA 92408
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Colton, CA 92324
(909) 381-9898
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Clearinghouses for Notice Inviting Bids and RFQ/RFPs:

NATIONAL ASSOCIATION OF MINORITY CONTRACTORS
Southern California Chapter
P.O. Box 43307
Los Angeles, CA 90043
(323) 296-8005
(323) 296-8381 Fax
admin@namcsc.net

NATIONAL ASSOCIATION OF WOMEN IN CONSTRUCTION
Pacific Southwest Region
170 E. Liberty Ave.
Anaheim, CA 92801
(714) 446-8880
www.nawicoc.org

ATTACHMENT 3

IFB 19-043

Dysart Park Fencing Project

Bid Specifications



INVITATION FOR BIDS & CONTRACT DOCUMENTS

FOR

Fencing Around Dysart Park Project

IFB No. 19-043

Issued by the City of Banning Purchasing Division for:

Community Services Department

99 East Ramsey Street

Banning, California 92220

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NOTICE INVITING BIDS
FOR

Fencing Around Dysart Park Project

IFB Number: 19-043

NOTICE IS HEREBY GIVEN that the City of Banning, California ("City") invites sealed Bids for this Project. The City will receive such Bids electronically ONLY via the City's electronic bidding system BEFORE 2:00 pm local time on August 2, 2019 in which the bid opening will occur online at the bid event time.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to replace approximately 1,360 feet of fencing on the north side of Dysart Park from 22nd street to Lovell Street (Details included in Exhibits A and A-1) with Wrought Iron Fencing to satisfactorily complete the Project, as more specifically described herein. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations.

SCHEDULE OF EVENTS. This Invitation for Bids will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.:

Event	Date	Time
Invitation for Bids Released	07/12/2019	N/A
Mandatory Pre-Bid Meeting	07/18/2019	10:00am PDT
Final Questions Due	07/19/2019	Before 10:00am PDT
Responses to Questions Released	07/24/2019	N/A
Bids Due	08/02/2019	**Before 2:00pm PDT**
Tentative City Council Meeting to Consider Awarding Contract	08/27/2019	5:00pm

OBTAINING BID DOCUMENTS. Bidders shall obtain free copies of the Plans, Specifications and other Contract Documents online by registering as a prospective bidder on the City's electronic bidding website at: http://www.planetbids.com/portal/portal.cfm?CompanyID=33077.

MANDATORY PRE-BID MEETING AND SITE VISIT. A mandatory pre-bid meeting will be held on **07/18/2019** at **10:00 a.m. local time** at **Dysart Equestrian Park, 2101 W Victory Ave, Banning, CA 92220**, followed by a mandatory site visit. Every Bidder is required to attend the pre-bid meeting and Project site visit. Failure of a Bidder to attend will render that Bidder's Bid non-responsive. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

FEDERAL FUNDING. This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 135) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Economic Development Agency.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Bidders shall note that if their company is submitting a cash deposit, cashier's check, or certified check, the check shall be physically delivered to the Purchasing Manager at the City of Banning, City Hall located at 99. E. Ramsey St, Banning CA 92220 and shall be received and time stamped BEFORE the bid event time in a sealed envelope clearly labeled with the IFB number and project title on the outside of the envelope. Bidders who are submitting a Bidder's Bond shall upload and submit an electronic copy of the Bidder's Bond BEFORE the bid event time using the electronic bidding system. Upon the bid opening, the City will request the original Bidder's Bond from the apparent low bidder for verification. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class "B" Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. Each Bid must be submitted in electronic format using the City's electronic bidding system.

OBTAINING SOLICITATION DOCUMENTS. Companies shall register on the City's Electronic Bidding System, http://www.planetbids.com/portal/portal.cfm?CompanyID=33077. Once registered, Companies must download the IFB by clicking "Place eBid" while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the IFB by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their bid responses will be considered non-responsive. If a Company is unable to register or download the IFB from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

DELIVERY OF BIDS. All bids and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once the file(s) has been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all bids and to waive information and minor irregularities in any bid received.

Acceptance of Terms and Conditions - Submission of a bid pursuant to this IFB shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this IFB.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this IFB. Bids not received before the bid event time will not be accepted.

ADDENDA. Addenda alerts issued by the City are sent out electronically through the electronic bidding system via email to all Prospective Bidders on the list for this IFB. All addenda, if any, shall be acknowledged by the bidder electronically via the electronic bidding website as part of the bid response before the deadline. Failure to acknowledge an addendum, unless the requirement to acknowledge has been waived, will immediately cause the bidder's bid response to be deemed non-responsive.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn by a Prospective Bidder in the electronic bidding system before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (90) Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. Bidders shall note that if their company is submitting a cash deposit, cashier's check, or certified check, the check shall be physically delivered to the Purchasing Manager at the City of Banning, City Hall located at 99. E. Ramsey St, Banning CA 92220 and shall be received and time stamped BEFORE the bid event time in a sealed envelope clearly labeled with the IFB number and project title on the outside of the envelope. Bidders who are submitting a Bidder's Bond shall upload and submit an electronic copy of the Bidder's Bond BEFORE the bid event time using the electronic bidding system. Upon the bid opening, the

City will request the original Bidder's Bond from the apparent low bidder for verification. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the date specified in Section 4-6 of the General Provisions. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be

to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (90) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*).

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. If prior to the date fixed for submission of bids, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this bid package or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the bid.

If a Company fails to notify the City, prior to the date fixed for submissions of bids, of an error in the bid package known to the Company, or an error that reasonably should have been known to the Company, the

Company shall submit its bid at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this bid package must be submitted via the City's electronic bidding website project "Q&A Tab" on the PlanetBids Vendor Portal at http://www.planetbids.com/portal/portal.cfm?CompanyID=33077.

The Final day for receipt of questions from bidders shall be on or before the date indicated in the schedule of events. To ensure fairness and avoid misunderstandings, all communications must be in electronic format and submitted via the City's electronic bidding website. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the bid package that will be posted on the City's website. Any communications, whether written or verbal, with any City Councilmember or City staff with regards to project details and scope prior to award of a contract by City Council is strictly prohibited and the bidder shall be disqualified from consideration.

For technical assistance using the City's electronic bidding website, please contact Purchasing Division at 951-922-3151.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

BID 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 Bid procedure which are apparent or reasonably should have been discovered prior to receipt of Bids shall be filed in writing with the IFB Facilitator at least 10 calendar days prior to the deadline for receipt of Bids. 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 Bids, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the IFB 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 IFB 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 Bidder decide to appeal the response of the IFB Facilitator, and pursue its protest at the Council meeting, it will notify the IFB Facilitator of its intention at least two days prior to the scheduled meeting.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

____ Completed and Signed Bid Cover Form

____ Completed Bid Schedule "Pricing" – (Enter/submit in electronic bidding system)

____ Ex Parte Communications Certification

____ Disqualifications Questionnaire

____ Disclosure of Government Positions

____ Indemnity and Insurance Statement

____ Completed, Signed and Notarized Questionnaire

____ Completed References Form

____ Resume of General Construction Superintendent/On-Site Construction Manager

____ Completed Subcontractor Designation Form

____ List of Manufacturers

____ List of Material Suppliers

____ Completed and Signed Industrial Safety Record Form

____ Completed, Fully Executed (signed) and Notarized Bid Bond (signed by both the Bidder and the Surety company) or Other Security Form

____ Signed and Notarized Non-Collusion Declaration Form

____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

____ *****Bid Forms included in Federal Provisions Section, Exhibit "B"**

Failure of the Bidder to provide all required information in the format required in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID COVER FORM

CITY OF BANNING

_____ **[PROJECT]**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BANNING:

The undersigned, as Bidder, declares that: (1) this bid (also referred to as "Bid" throughout the Contract Documents) is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Banning to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____.

Bidder's Name: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

BID SCHEDULE

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, utilizing the following Bid Schedule. *All Bid amounts for the following Bid Schedule shall be entered and submitted electronically in the City's electronic bidding system using the "line items" tab.

ITEM NO.	DESCRIPTION	QTY	UNIT	ESTIMATED QUANTITY
1.	Clear/Grub./Removal of Existing Fence and Footings	1	LS	(ENTER BID PRICING ELECTRONICALLY)
2.	Installation of New Wrought Iron Fence	1,360	LF	(ENTER BID PRICING ELECTRONICALLY)
3.	Gates	75	LF	(ENTER BID PRICING ELECTRONICALLY)
4.	Project Sign for Display at Jobsite (see instructions and sample in Exhibit B)	1	EA	(ENTER BID PRICING ELECTRONICALLY)

TOTAL BID PRICE IN DIGITS: $ ENTER BID PRICING ELECTRONICALLY IN PLANETBIDS

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

DETERMINATION OF LOWEST BID IS BASED ON TOTAL BID PRICE.

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 this RFP at any time after the date and time that this RFP was publically advertised.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after the date and time that this RFP was publically advertised with a City Councilmember. A copy of all such communications is attached to this form for public distribution.

_____

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.

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."

INDEMNITY AND INSURANCE STATEMENT

Summary of Indemnity and Insurance Requirements

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to the City. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the City.

2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of insurance shall be available to the City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1 – all the Insurance coverage and limits carried by or available to the Contractor; or 2 – the minimum Insurance Requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to given loss, shall be available to the City.

3. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. The City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION

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. Contractor shall agree that their defense and indemnification obligations are in addition to, and are not limited by, the Insurance obligations in the agreement.

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 paragraph.

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.

II. INSURANCE

The City of Banning will require the following to approve insurance for your contract:

1) Insurance Limits:

(a) General Liability insurance with limits of not less than $1,000,000 for bodily injury and property damage; $1,000,000 for personal and advertising injury; $2,000,000 products and completed operations aggregate and $2,000,000 general aggregate.

(b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(c) Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of not less than $1,000,000 per claim/occurrence and $1,000,000 policy aggregate The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

(d) Workers' Compensation insurance as required under the California Labor Code.

(e) Employer's Liability insurance with limits of liability of not less than $1,000,000, each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit.

*Limits can be adjusted by the City based on services provided.

2.) Insurance Requirements:

(a) California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide.

(b) Certificate holder should appear as follows:

City of Banning
Attn: Purchasing Division
99 E. Ramsey Street
Banning, CA 92220-4837

(c) The certificate of insurance should read "*The City of Banning, its officers, officials, employees and agents are additional insured with respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance with respects to the City of Banning, its officers, officials, employees and agents.*"

(d) The additional insured coverage under the contractor's policy 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.

3.) Insurance Documents:

(a) Include an Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance **including ongoing operations and completed operations (i.e., CG 20 10, CG 20 33, or CG 20 38)**. The additional insured should read, "*The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not*

affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis". The endorsement number needs to be included in the accord description of certificate of insurance.

(b) Include an Additional insured endorsement for Auto Liability insurance. The additional insured should read, "*The City of Banning, its officers, officials, employees and agents.*" The endorsement number needs to be included in the accord description of certificate of insurance.

(c) Include a Waiver of subrogation endorsement for Workers' Compensation insurance should read, "*the City of Banning, its officers, officials, employees and agents.*" The endorsement number needs to be included in the accord description of certificate of insurance.

(d) Include a copy of the Declarations & Policy Endorsements page for the GL policy.

I have read and understood the above requirements and agree to be bound by them for any work performed for the city.

Authorized signature: _____ **Date:** _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Bidder's Name: _____

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

_____

(3) Business Address: _____

(4) Telephone: _____ Facsimile: _____

(5) Type of Firm – Individual, Partnership, LLC or Corporation: _____

(6) Corporation organized under the laws of the State of: _____

(7) California State Contractor's License Number and Class: _____

Original Date Issued: _____ Expiration Date: _____

(8) DIR Contractor Registration Number: _____

(9) List the name and title of the person(s) who inspected the Project site for your firm:

_____

(10) Number of years' experience the company has as a contractor in construction work: _____

(11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

_____

_____

_____

(12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

_____

_____

_____

(13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

_____

(14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

b. Briefly summarize the parties' claims and defenses:

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

(15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

(16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

_____

_____

_____

(17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

_____

_____

_____

(18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one: Yes No

c. By any outside agency or individual for labor compliance? Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

_____

_____

_____

(19) List the last three (3) projects you have worked on or are currently working on for the City of Banning:

_____

_____

_____

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Subscribed and sworn to me: _____

_____

Signature:_____

This ____ day of _____, 20_____

Title: _____

Signature: _____

(SEAL)

Company

Signature:

_____

Title:

_____

Date:

_____

Signature:

_____

Title:

_____

Date:

_____

REFERENCES FORM

For all public agency projects in excess of $15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Bidders shall not use the same agency reference more than once.

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Email Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Email Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Email Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Email Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Email Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Email Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of one percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent of one percent of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Total Amount

507

LIST OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

Item or Material	Manufacturer
_____	_____
_____	_____
_____	_____
_____	_____

No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

LIST OF MATERIAL SUPPLIERS

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2018	2017	2016	2015	2014	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Banning ("City"), has issued an invitation for Bids for the Work described as follows: _____

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____
_____Dollars ($_____
_____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Date:	_____	Date:	_____

This form must be notarized.

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

____ Three (3) executed and notarized copies of the Contract

____ Payment Bond in amount of the Contract

____ Performance Bond in amount of the Contract

____ Workers' Compensation Certificate

____ Liability insurance certificate in the amounts specified in Section 5-4.2 of the General Provisions, naming the City as a co-insured

____ Automobile insurance certificate in the amount specified in Section 5-4.4 of the General Provisions, naming the City as a co-insured

____ Copy of City business license

____ Additional insured endorsement – comprehensive general liability

____ Additional insured endorsement – automobile liability

____ Additional insured endorsement – excess liability

____ ***Forms included in the Federal Provisions section, Exhibit "B"**

CONTRACT

CITY OF BANNING CONTRACT FOR

_____

THIS CONTRACT ("Contract") is made and entered this _____, 20__ ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and _____, a _____ [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). Contractor's California State Contractor's license number is _____; Class ____). Contractor's DIR registration number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Federal Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as _____ ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars ($_____) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will

comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

12. Special Federal Requirements.

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010).

   Contractor acknowledges that work under this contract is subject to the payment of prevailing wages pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations (State Prevailing Wages), and the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (Davis-Bacon Act Prevailing Wages). The Contractor to whom the contract is awarded, and all subcontractors under him, shall pay the higher of the Federal or State prevailing wage rate for any given classification employed in the performance of this contract.

   Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA_____

Modification Number: _____

Date: _____

4. Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section7(b).

CITY OF BANNING

By: _____
City Manager Date

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney Date

Dated: _____

_____
("CONTRACTOR")

By: _____

By: _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Banning ("City"), State of California, has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

_____

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

_____

Dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* ***DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.*** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Banning ("City"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

_____

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

_____

Dollars ($_____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. ***DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT****. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Banning ("City") has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

   City of Banning
   City Hall
   _____
   _____, California _____

   The insureds under such policy or policies are:
   _____

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____

_____

_____

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of insurance company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Banning ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Banning
City Hall

_____
_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- □ Contractual Liability
- □ Owners/Landlords/Tenants
- □ Manufacturers/Contractors
- □ Products/Completed Operations
- □ Broad Form Property Damage
- □ Extended Bodily Injury
- □ Broad Form Comprehensive
- □ General Liability Endorsement
- □ Explosion Hazard
- □ Collapse Hazard
- □ Underground Property Damage
- □ Pollution Liability
- □ Liquor Liability
- □ _____
- □ _____
- □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *if none, so state).* The deductible is applicable □ per claim or □ per occurrence *(check one).*

13. This is an □ occurrence or □ claims made policy *(check one).*

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of insurance company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Banning ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Banning
City Hall
_____
_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- □ Any Automobiles
- □ All Owned Automobiles
- □ Non-owned Automobiles
- □ Hired Automobiles
- □ Scheduled Automobiles
- □ Garage Coverage
- □ Truckers Coverage
- □ Motor Carrier Act
- □ Bus Regulatory Reform Act
- □ Public Livery Coverage
- □ _____
- □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of insurance company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Banning ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Banning
City Hall
_____
_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

□ Following Form
□ Umbrella Liability
□ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (.) _____

PROCEDURAL CONTRACT DOCUMENTS LIST

____ Notice of Award

____ Acceptance of Notice

____ Notice to Proceed

____ Acceptance of Notice

____ Change Order

____ Change to Contract Price

____ Release

NOTICE OF AWARD

TO: _____

_____

_____

Project Description: [_____]. The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids dated [_____], and the instruction to Bidders.

You are hereby notified that your Bid has been accepted in the amount of $_____

You are required, as stated by the Instruction for Bidders, to execute the Agreement and furnish the required Contractor's Payment Bond, Performance Bond, City Business License, copy of Contractor License, and Certificates of Insurance and Endorsements within fifteen (15) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance and Endorsements within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Acceptance Notice to the Owner, including the Bonds, Insurance, Business License, Contractor's License, etc.

Dated this _____ day of _____, 2019.

_____

CITY OF BANNING (Owner)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_____ THIS_____day of

_____, 2019.

_____

Name

_____

Signature

_____

Date

NOTICE TO PROCEED

TO: _____

_____

_____

Project Description: _____

_____

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____, and you are to complete the work within [_____] thereafter. The date of completion of all work is therefore _____

_____.

You are required to return an acknowledged copy of the Acceptance of Notice to the owner.

Dated this _____ day of _____, 2019.

_____

CITY OF BANNING (Owner)

_____

Signature

_____

Date

ACCEPTANCE OF NOTICE

Receipt of the Notice to Proceed for [Project:_____] is hereby acknowledged by

_____ this _____ day

of_____, 2019.

_____
Contractor

By _____

Title _____

CHANGE ORDER

Change Order No._____

Purchase Order No._____

Date_____

Agreement Date_____

Sheet _____of _____

Owner: CITY OF BANNING

Project: [_____]

Contractor:_____

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

CHANGE TO CONTRACT PRICE

Original Contract Price

$_____ Current

Contract Price adjusted by previous Change Order(s) $_____

Contract Price due to this Change Order will be (increased) (decreased) $_____

New Contract Price including this Change Order $_____

CHANGE TO CONTRACT TIME

Contract Time will be (increased) (decreased) Date _____

for Completion of all Work

_____
(Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: _____

Approved by: _____ Date: _____

RELEASE

Owner: _____

Contractor: _____

Project No: [_____]

In consideration of the final payment of the undisputed contract amounts of $ _____ relating to the above referenced project, the Contractor hereby Releases the Owner from any and all claims and liability for payment on the project except for any outstanding disputed amount listed below.

CONTRACTOR:

By: _____

Title: _____

Dated: _____

ATTEST:

_____

Name: _____
(please Print)

Title: _____

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Banning.

Board – The City Council of the City of Banning.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

Abbreviation	Word or Words
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the Federal Provisions shall control over the General Provisions, Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. Federal Provisions
9. General Provisions.
10. Special Provisions.
11. Plans.
12. Standard Plans.
13. Standard Specifications.
14. Reference Specifications.

3-9 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in

the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within Ninety (90) Working Days from the Notice to Proceed.

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees and warranties;

3. All "as-builts";

4. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct

operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than Thirty (30) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1)

calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

> The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-5.

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.1.1 General Liability Insurance

One million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury (including death), personal injury and property damage, unless otherwise authorized by the City's Risk Manager, or his designee.

If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the City) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

5-4.1.2 Auto Liability Insurance

One million dollars ($1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident, unless otherwise authorized by the City's Risk Manager, or his designee. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include coverage for owned, non-owned, and hired automobiles

5-4.1.3 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City on both the Contractor's General Liability and Automobile Liability Policies.

5-4.1.4 Workers Compensation Liability/Employer's Liability Insurance

Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars ($1,000,000). The policy shall be endorsed to waive any right of subrogation against the City, and its Subconsultants, employees, officers, agents and directors for work performed under this Contract.

5-4.1.5 Builder's Risk/Installation Floater Insurance

During the term of this contract, Contractor shall maintain in force, at its own expense, Installation Floater insurance covering contractor's labor, materials and equipment to be installed for completion of the work performed under this contract. Coverage shall be against all risks of direct physical loss including theft, but excluding earthquake and flood. The policy is to include The City of Riverside as loss payee. Coverage is to include materials while at the contractor's yard location, in transit, at any temporary storage location, and while at the jobsite during installation. The limit of insurance shall be equal to the full amount of the contract. The deductible shall not be more than $10,000 per occurrence. Coverage shall be with a carrier that has an AM Best financial rating of A or higher and a Financial Class of VII or larger.

5-4.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the City's standard forms titled "Additional Insured Endorsement," copies of which are provided in the Contract Documents, or on any other form that contains substantially the same terms and is approved by the City's Risk Manager. In any case, the endorsements must specifically name the City of Banning and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times

during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.5 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

5-7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 1 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

5-8.1 Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

5-8.2 Civil Code Exception

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to

Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.4 Waiver of Right of Subrogation

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.5 Survival

The provisions of this Section 5-8 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Approximately Seven (7) Days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.
2) Procurement schedule of major equipment and materials and items requiring long lead time.
3) Shop drawing/sample submittal schedule.
4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.
2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
4) Processing applications for payment.
5) Maintaining record documents.
6) Critical Work sequencing.
7) Maintaining sewage service during construction, including proposed by-passes.
8) NPDES requirements, if any.
9) Field decisions and Change Orders.
10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
11) Major equipment deliveries and priorities.
12) Traffic control.
13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. No Work will be allowed on City holidays, which include all National Holidays.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused

by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request the City Engineer

determines not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not later than the period permitted by Public Contract Code Section 7107.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any

retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially

conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 General

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be

responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Superior Court with geographic jurisdiction over the City.

9-15 TIME

Time is of the essence in these Contract Documents.

9-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors

shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____
("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: _____
Phone Number: _____
Contact Person: _____

Agency: _____
Phone Number: _____

Contact Person: _____

Agency: _____
Phone Number: _____
Contact Person: _____

EXHIBIT A

Scope of Services

The goal of this project is to replace approximately 1,360 feet of fencing on the north side of Dysart Park from 22nd street to Lovell Street (Overhead map included in Exhibit A-1) with Wrought Iron Fencing. The current fencing and footers will also need to be removed (Pictures of current fencing included in Exhibit A-1). We are looking to replace this fencing with an 8 foot, 14 gauge, wrought iron fence that has a curved picket top (pictures of desired style included in Exhibit A-1). New footings shall be per the manufacturer's specs. This fencing will also need to have three (3) commercial sized double swinging gates, one off of 22nd Street, one of off Lovell Street and one in the between these streets (pictures of desired style included in Exhibit A-1). This fencing will need to be anchored with cement and include a black powder coat finish.

4.13 Miscellaneous Metals

Summary:

The work includes the furnishing and installing of all miscellaneous metal work and related connections complete as shown and noted on the drawings and specified. The General Conditions apply to this section as fully as if repeated herein.

References:

The editions referenced herein of Federal Specifications (Fed. Spec.) and of the other standards and specifications published by the following organizations, apply to the work only to the extent specified by the reference.

a. American National Standards Institute
b. American Institute of Steel Construction (AISC).
c. American Society for Testing and Materials (ASTM).
d. American Welding Society (AWS).
e. National Association of Architectural Metal Manufacturer's (NAAMM).
f. 2010 California Building Code.

Submittals:

Shop Drawings:

a. Submit fully detailed shop drawings of all miscellaneous metal work giving sizes; details of fabrication and construction; methods of assembly and bracing; and locations of hardware, anchors, and all accessories.

b. Drawings shall include all shop and erection details, including cuts, copes, connections, holes, bolts and welds. All welds, both shop and field, shall be indicated by standard welding symbols in AWS

A2.4/Latest Edition. Drawings shall show the size, length and type of each weld. All materials to be brazed or soldered shall have connections indicated by symbols which are industry standards.

c. Contractor shall be responsible for all fabrication and for correct fitting of metal members shown on shop drawings. No materials shall be fabricated or delivered to the site until the shop drawings have been approved and returned to the Contractor.

Field Measurements and Templates:

Secure all field measurements required for proper and adequate fabrication and installation of the work. Furnish templates for exact location of items to be embedded in concrete and masonry and setting instructions required for all installation.

Delivery and Storage of Materials:

Deliver material in time to insure uninterrupted progress of the work. Materials shall be stored in a manner to preclude damage and permit ready access for inspection and identification of each shipment. Steel materials, either plain or fabricated, shall be stored above the ground upon platforms, pallets, skids, or other supports. Materials shall be kept free from dirt, grease, and other foreign matter, and shall be protected from corrosion. Materials showing evidence of damage will be rejected and shall be immediately removed from the work.

Materials:

Steel, Rolled Shapes, Bars and Plates: Standard structural sections, conforming to ASTM A36-97a.

Galvanized sheet steel: Conform to ASTM A653, grade D.

Steel pipe: Conform to ASTM A53-99b, Schedule 40

Steel pipe downspouts: Conform to ASTM A53-99b, Schedule 10, enamel paint finish.

Steel tubes: Conform to ASTM A501-99 or A500-99, grade B, and shall be seamless tube.

Anchors, Bolts, and Fastenings: Bolts and nuts shall conform to ASTM A307-97, Grade A and ASTM A563-07a.

Electrodes: All arc-welding electrodes shall conform to AWS A5.1-91 or A5.5-96 E60XX or E70XX.

Shop primer for steel, other than galvanized, shall meet Federal Specification TT-P-86G, Type III (red lead)

or TT-P645 (zinc chromate).

Treatment for damaged galvanized surfaces shall be Galvalloy, Galvicon or Drygalv or equal.

Pipe Sleeves: Pipe sleeves through concrete walls and footings shall be standard weight, wrought iron, mild steel, or cast iron sleeves with not less than 1/2 inch space all around between the sleeve and pipe.

Steel Grating: Grating shall be smooth surface welded steel grating with 2 inch by 3/16 inch bearing bars. Crossbars shall be spaced 4 inches on center. Grating shall be galvanized.

Design grating to support 100 pounds per square foot. Brodhead Steel Products, Blaw-Knox or equal.

Galvanizing: Zinc coating shall conform to ASTM A123-97a. Zinc coating for threaded products shall conform to ASTM A153-98.

Quick setting hydraulic cement shall be one of the following or equivalent approved by the Owner.

a. "Por-Rok" as manufactured by Hallemite/Lehn and Fink.
b. "Thorogrip" as manufactured by Thoro Systems Products.
c. "Masterflow 713" as manufactured by Master Builders.

Fabrication:

Materials shall be fabricated and assembled in the shop to the greatest extent possible. Shearing, flame cutting, and chipping shall be done carefully and accurately. Coordinate all connection details to concrete or masonry. Verify all lines, levels, and dimensions, where possible, just prior to commencing fabrication of connection details. Correct any work that does not fit. Schedule and coordinate work under this section with that specified elsewhere in order to produce a quality installation. When not otherwise shown or specified, comply with all applicable requirements of AISC "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings". Finished surfaces of all exposed members shall be smooth and free of any markings, burrs, or other defects.

Connections shall be bolted, brazed or welded as indicated. One-sided or other types of eccentric connections will not be permitted unless shown in detail and approved on the shop drawings.

Holes shall be cut, drilled, or punched at right angles to the surface of the metal and shall not be made or enlarged by burning. Holes in base or bearing plates shall be drilled. Holes shall be provided in members to permit connecting the work of other trades.

Steel Pipe Handrails:

a. Construct handrails of steel pipe, size as shown on the drawings.

b. Join posts, rails and corners by fitting posts to top rails, fitting intermediate rails to posts, mitering corners, groove welding joints and grinding smooth.
c. Railing splices shall be butted and reinforced by tight interior sleeve not less than 6 inches long.
d. Railings may be bent at corners in lieu of mitering and welding provided bends are made in suitable jugs and pipe is not crushed.
e. Shop fabricate handrails in as large sections as practicable.
f. Shop prime interior handrails and hot dip galvanize exterior handrails.
g. Handrails for stairs and ramps shall be 1-1/4" to 1-1/2" diameter (1-1/2" nominal) and mounted 1-1/2" minimum clear from side walls.

Miscellaneous rolled steel plates and shapes shall be provided for corner guards, sills dock leveler pit edge angles, mechanical equipment supports and other locations indicated or required to complete the work.

EXECUTION

General Requirements:

General: All steel and miscellaneous metal work shall conform with the applicable requirements of the herein before referenced "Codes and Standards". All details shown are typical. Similar details apply to similar conditions. Drawings shall be checked with the architectural drawings for dimensions, elevation, size, and location of all installations. All miscellaneous metal items shall be supplied in ample time for incorporation in the work. Include all reinforcing angles, plates, straps, brackets, hangers, clips, lugs, holes, sleeves, shims, etc., as shown or required for erection of steel and miscellaneous metal work and as required to complete the work as shown on the drawings.

Welded Connections:

All welders shall be qualified welders. All welders welding light gauge metal shall be qualified for light gauge metal welding.

Welded connection shall be made in strict accordance with AWS /Latest Edition. All welding shall be done in the shop unless otherwise shown or specified.

All welds and other connection exposed in the finished work shall be ground and dressed smooth and so that the shape and profile of the item welded is preserved.

Installation:

Miscellaneous metal items shall be installed as rapidly as the progress of other work will permit. Splices and field connections shall be made with bolts, except where welding or brazing is indicated or approved on the shop drawings. Fasteners shall be installed as specified hereinafter.

Metal work shall be set accurately at the established lines and levels. Installation shall be in strict accordance with approved drawings and actual condition, true and horizontal or perpendicular as the case may be, level and square with angles and edges parallel with related lines of the building.

Anchor bolts, anchors, block-outs and sleeves shall be properly located and built into connecting work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pipe Handrails: Railings shall be installed in concrete per plans. Posts shall be inserted into cored pipe sleeves, plumbed and aligned. The annular space between pipe posts and sleeve inserts shall be filled with quick setting hydraulic cement.

Wall Supported Items: Attach ladders and handrails and other wall hung items by bolting to metal reinforcing installed behind the finish material and welded to the steel studs or by expansion anchors in concrete and masonry walls.

Galvanized Finish:

Touch up all damaged galvanized finish due to installation, welding, threading or other work with treatment specified herein.

Steel Paint Finish:

All exposed metal shall be cleaned, primed and painted with two coats of durable paint. Color to be specified by Owner.

PAYMENT - The lump sum price or unit price paid for the items in this section shall be full compensation for furnishing all labor, materials and equipment necessary for repainting.

EXHIBIT A-1

Pictures

Dysart Overhead with Gate:

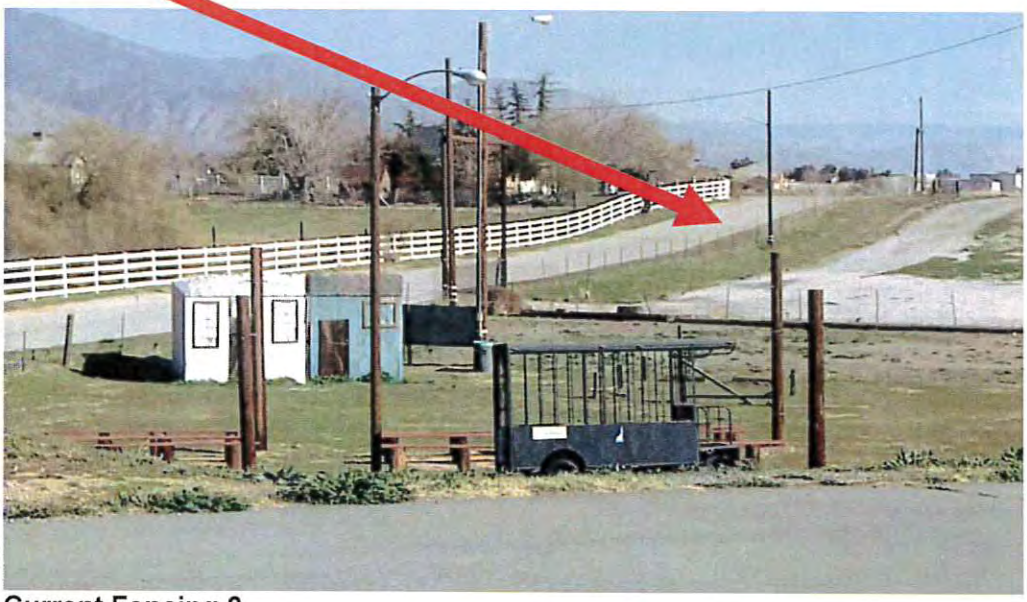


Current Fencing and Gates:

Current Fencing 1

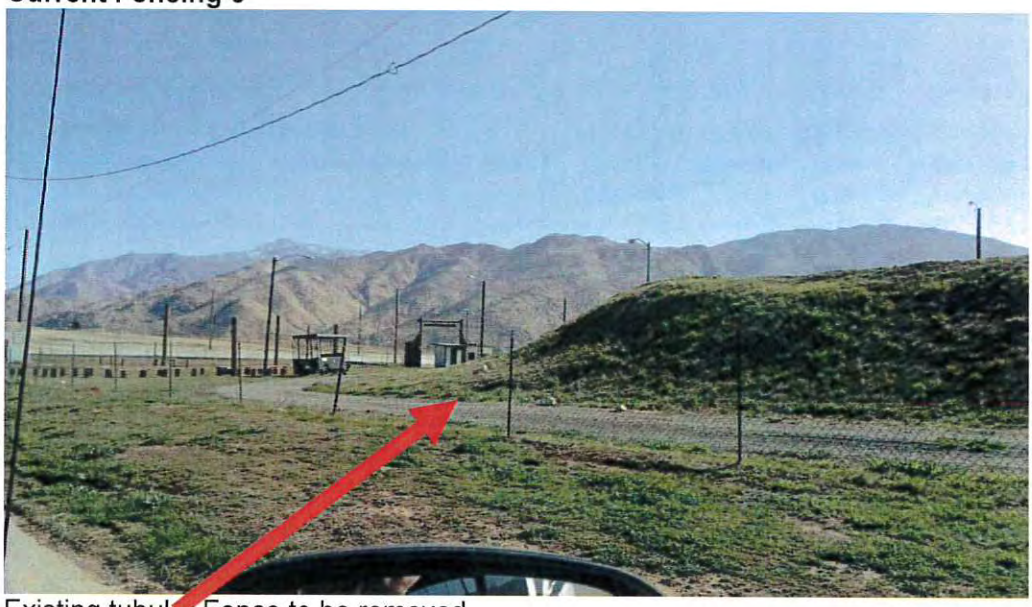


Existing tubular Fence to be removed



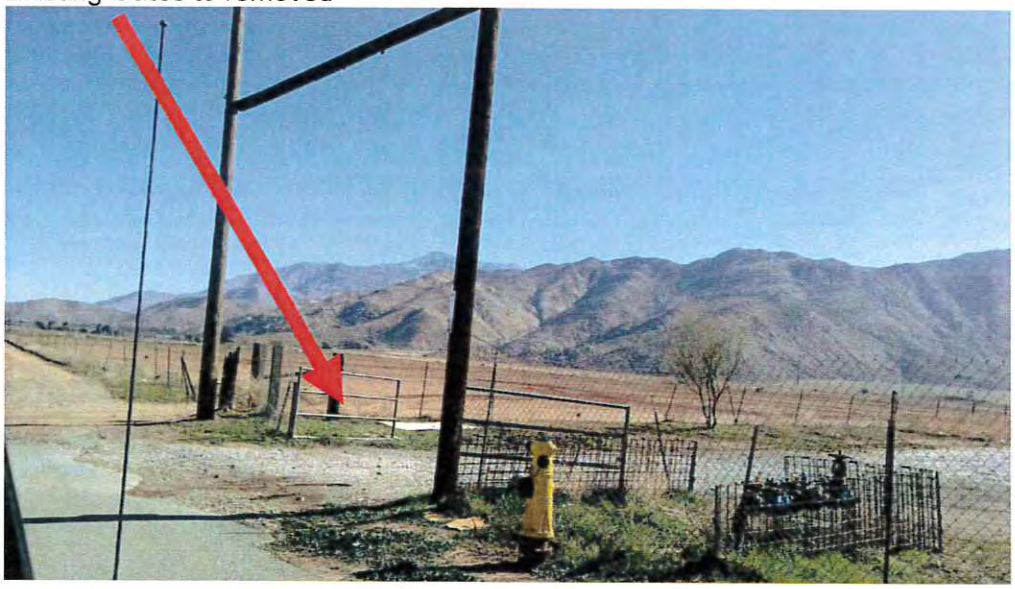
Current Fencing 2

Current Fencing 3



Existing tubular Fence to be removed

Existing Gates to removed



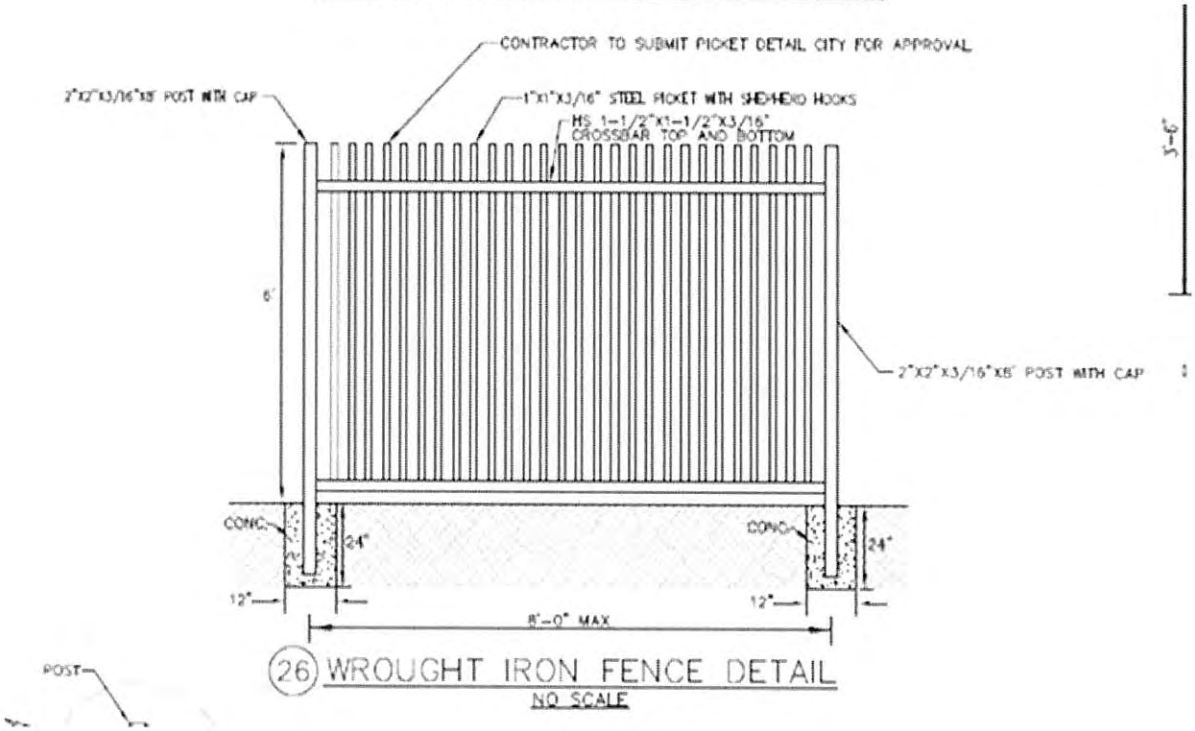
Existing Gate 1

Existing Gate 2



Existing Gates to be removed

New Wrought Iron Fencing Detailed Snapshot




Gates to be Replaced
Fencing to be Replaced
W Victory Ave
W Victory Ave
W Victory Ave
W Victory Ave
rt Equestrian Park
Google

EXHIBIT B

REQUIRED FEDERAL PROVISIONS - CDBG Grant Funding Requirements

Incorporated herein are the required Federal Provisions for the CDBG grant. In the event of any conflict between the Standard Specifications, General Provisions, Special Provisions, and/or the Federal Provisions these Federal Provisions shall control.

County of Riverside
Economic Development Agency

SPECIAL FEDERAL PROVISIONS

CONSTRUCTION BID DOCUMENT

Projects Over $100,000

Community Development Block Grant

Construction Activities

Last Date of Revision: May 2019

SPECIAL FEDERAL PROVISIONS
DOCUMENT INDEX

General Information

1. General Summary
2. Hold Harmless Clause and Additional Insured-Insurance Requirements
3. B-1 Federal Labor Standards Provisions (HUD 4010)
4. B-2 Federal Prevailing Wage Decision (CA _____ Mod. _____)
5. B-3 Project Sign (SAMPLE)
6. B-5 County of Riverside Section 3 Affirmative Action Policy (Applicable for Projects $100,000 or more)
7. Additional Federal Requirements

Bid Forms

8. B-4 Certification of Bidder Regarding Non-segregated Facilities (Required for all Projects)
9. B-6 Bidder's Certification for Section 3 Compliance (Required for Projects $100,000 or more)
10. B-7 Bidder's Certification on Federal Contract Requirements (Required for all Projects)
11. B-8 Questionnaire Regarding Bidders (Required for all Projects)
12. B-9 List of Subcontractors and Suppliers (Required for all Projects)

    Must be completed by all Subcontractors

13. B-10 Subcontractor Certification for Section 3 Compliance (Required for Projects $100,000 or more)

Post-Award Forms

14. PA-1 Performance Bond (100% of contract price) (Required for Projects $100,000 or more)
15. PA-2 Payment Bond (Required for Projects $100,000 or more)
16. PA-3 Subcontractor Questionnaire (Required for all Projects)
17. PA-4 Subcontractor Certification Regarding Non-segregated Facilities(Required for all Projects)
18. PA-5 Section 3 Summary Report (Required for Projects $100,000 or more)
19. PA-6 Davis-Bacon Classifications and Pay Rates (Required for all Projects)

GENERAL SUMMARY

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in their entirety.

1. The Contractor and the Subcontractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Architectural, the Architectural Barriers Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.

2. The Contractor and the Subcontractor(s) shall allow all authorized Federal, State Comptroller, and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All relevant records must be retained for at least four years.

3. The Contractor and the Subcontractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.

4. The Contractor and the Subcontractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.

5. The Contractor and the Subcontractor(s) shall comply with Section 40-2, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant thereto and any amendment thereof.

6. The Contractor and the Subcontractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendment thereof.

7. For projects $100,000 or over, the Contractor and the Subcontractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 92-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.

8. For projects $2,000 or over, the Contractor and the Subcontractor(s) shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, **Exhibit B-1 and B-2** entitled "Federal Labor Standards Provisions" and "Federal Prevailing Wage Decision" respectively are herewith attached.

9. The Contractor and Subcontractor(s) shall comply with the Copeland Anti Kickback Act (40 USC 276 C) and the Implementation regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.

10. For construction projects $2,000 or over, or other projects $2,500 or more which utilize mechanics or laborers the Contractor and the Subcontractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.

11. For projects $25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3.** Additional information can be added to the project sign at the request of the project sponsor.

12. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Economic Development Agency and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.

13. The Contractor must complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4** and submit with the bid.

14. Wherever applicable, the Contractor and the Subcontractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.

15. For projects $100,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2.**

16. The Contractor and the Subcontractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR 135) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Subcontractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5, B-6, and PA-6.** The Contractor must submit **Exhibit B-6,** for all projects over $100,000, as part of the bid package.

17. The Contractor must submit the attached, **Exhibit B-7,** certification that "he/she fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects", as part of the bid package.

18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR570.601) issued pursuant thereto and any amendments thereof.

19. For projects $100,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less that 5% of the total contract price, along with the bid.

20. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment **Exhibit B-6 and B-6 Sub** entitled, "Contractor Certification for Affirmative Action," and submit with bid for all projects $100,000 and over.

21. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

22. The Contractor must submit Questionnaire Regarding Bidders Exhibit B-8 and List of Sub-contractors Exhibit B-9 as part of the bid package. These forms are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.

23. The Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068,8087, Mar. 11, 1988, as amended at 60 FR 19639,19642, April 19, 1995]

24. Contractor must comply with awarding agency (HUD) requirements and regulations pertaining to copyrights and rights in data.

25. Contractor will comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

26. Contractor will comply with notice of awarding agency requirements and regulations pertaining to reporting.

HOLD HARMLESS CLAUSE/INSURANCE REQUIREMENTS

The following County of Riverside Hold Harmless and Insurance provisions herewith become binding on the contractor(s) in their entirety.

HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS) Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions- All Lines:

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon

notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. g) The insurance requirements contained in this agreement may be met with a program(s) of self-insurance acceptable to the County.

EXHIBIT B-1

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development - Office of Labor Relations.

Previous editions are obsolete Page 1 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers

and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Department of Labor Wage and Hour Division Web site: www.dol.gov/esa/whd/forms, or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually

registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in
HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Form HUD-4010 (June 2009)

Addendum to HUD's Federal Labor Standards Provisions FORM 4010

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the (**the applicant, sponsor, or owner**), as the case may be, for transmission to the County of Riverside – Economic Development Agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under *29 CFR 5.5(a)(3)(i)*, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired by contractor or subcontractors provided said payroll complies with *29 CFR 5.5(a)(3)(i)*. Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (**applicant, sponsor, or owner**), as the case may be, for transmission to the County of Riverside – Economic Development Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (**or the applicant, sponsor, or owner**).

Submittal of Photocopied Payrolls:

The submittal of photocopies or other automated duplication of the contractor's regular payrolls containing all of the required information pertinent to the CDBG-funded project is sufficient to satisfy the payroll data requirements pursuant to 29 CFR 5.5 (a)(3)(ii)(A).

FEDERAL PREVAILING WAGE DECISION

(CA25 mod. 3)
Insert most recent (10 days prior to bid opening) wage decision at this point.

LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE. A construction project covered by Federal Labor Standards Provisions (HUD-4010) requires a series of specific actions prior to the actual start of construction. Those actions are:

a. obtaining an applicable Davis-Bacon wage determination for the project;

b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals; and

c. including appropriate labor standards provisions and the wage determination in the construction contract.

CONSTRUCTION WAGE DETERMINATION - DEFINITION. All construction bid documents and contracts or analogous instruments covered by the Federal Labor Standards Provisions (HUD-4010) must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs'; paragraph 2-1, section 1 paragraph 1-1.

OBTAINING WAGE DETERMINATIONS

The Riverside County Economic Development Agency (EDA) will be responsible to obtain and provide the appropriate Federal wage determination from the U.S. Department of Labor (DOL) for this project. The appropriate wage determination will be the most current determination, applicable for Riverside County and the construction type, that is effective ten (10) days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination.

"General Decision Number: CA20190025 05/03/2019

Superseded General Decision Number: CA20180036

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	05/03/2019

ASBE0005-002 07/01/2018

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 27.92	18.31

ASBE0005-004 07/02/2018

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 19.93	11.72

BOIL0092-003 03/01/2018

	Rates	Fringes

BOILERMAKER.....$ 44.07 33.52

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* BRCA0004-011 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	$ 40.39	13.65

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	$ 30.93	12.95
TILE FINISHER.....	$ 25.98	11.23
TILE LAYER.....	$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	$ 36.75	13.82

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	$ 41.84	19.17
(2) Millwright.....	$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer,		

Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler	$ 40.09	19.17
(5) Sawfiler	$ 39.83	19.17
(6) Scaffold Builder	$ 31.60	19.17
(7) Table Power Saw Operator	$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet	$ 712.48	17.03
(2) Standby	$ 356.24	17.03
(3) Tender	$ 348.24	17.03
(4) Assistant Tender	$ 324.24	17.03

Amounts in ""Rates' column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 37.35	11.08
STOCKER/SCRAPPER	$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer	$ 17.00	7.41

ELEC0440-001 01/01/2018

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN	$ 39.77	23.24
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician	$ 36.99	3%+23.18
Technician	$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
Zone B:Any work performed in Zone (B) shall add $12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south begininng at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 45.36	16.24
(3) Groundman	$ 34.68	15.86
(4) Powderman	$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 55.58	34.125

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 45.30	25.25
GROUP 2	$ 46.08	25.25
GROUP 3	$ 46.37	25.25
GROUP 4	$ 47.86	25.25
GROUP 5	$ 48.96	25.25
GROUP 6	$ 48.08	25.25
GROUP 8	$ 48.19	25.25
GROUP 9	$ 49.29	25.25
GROUP 10	$ 48.31	25.25
GROUP 11	$ 49.41	25.25
GROUP 12	$ 48.48	25.25
GROUP 13	$ 48.58	25.25
GROUP 14	$ 48.61	25.25
GROUP 15	$ 48.69	25.25
GROUP 16	$ 48.81	25.25
GROUP 17	$ 48.98	25.25
GROUP 18	$ 49.08	25.25
GROUP 19	$ 49.19	25.25
GROUP 20	$ 49.31	25.25
GROUP 21	$ 49.48	25.25

GROUP 22	$ 49.58	25.25
GROUP 23	$ 49.69	25.25
GROUP 24	$ 49.81	25.25
GROUP 25	$ 49.98	25.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1	$ 46.65	25.25
GROUP 2	$ 47.43	25.25
GROUP 3	$ 47.72	25.25
GROUP 4	$ 47.86	25.25
GROUP 5	$ 48.08	25.25
GROUP 6	$ 48.19	25.25
GROUP 7	$ 48.31	25.25
GROUP 8	$ 48.48	25.25
GROUP 9	$ 48.65	25.25
GROUP 10	$ 49.65	25.25
GROUP 11	$ 50.65	25.25
GROUP 12	$ 51.65	25.25
GROUP 13	$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 47.15	25.25
GROUP 2	$ 47.93	25.25
GROUP 3	$ 48.22	25.25
GROUP 4	$ 48.39	25.25
GROUP 5	$ 48.58	25.25
GROUP 6	$ 48.69	25.25
GROUP 7	$ 48.81	25.25

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt

loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving

equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system

(multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar

type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection

of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side

of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the

intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 49.50	23.60
(2) Dredge dozer	$ 43.53	23.60
(3) Deckmate	$ 43.42	23.60
(4) Winch operator (stern winch on dredge)	$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 42.33	23.60
(6) Barge Mate	$ 42.94	23.60

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 32.58	23.41
Ornamental, Reinforcing and Structural	$ 39.00	32.05

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO1184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 35.70	14.03
(2) Vehicle Operator/Hauler	$ 35.87	14.03
(3) Horizontal Directional Drill Operator	$ 37.72	14.03
(4) Electronic Tracking Locator	$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 35.86	16.21
GROUP 2	$ 37.16	16.21
GROUP 3	$ 39.17	16.21
GROUP 4	$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops;

operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/08/2018

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	$ 33.82	19.40
PLASTER TENDER.....	$ 36.37	19.40

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2018

	Rates	Fringes

Painters: (Including Lead
Abatement)
(1) Repaint (excludes San
Diego County).....$ 27.59 14.92
(2) All Other Work.....$ 31.12 15.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 40.18	19.22

PAIN0036-015 06/01/2018

	Rates	Fringes
GLAZIER	$ 42.20	25.50

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PLAS0200-009 08/01/2018

	Rates	Fringes
PLASTERER	$ 36.86	18.00

PLAS0500-002 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 35.75	22.48

PLUM0016-001 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 50.13	22.16
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 37.10	19.51

ROOF0036-002 08/01/2018

	Rates	Fringes
ROOFER	$ 38.12	16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-002 04/01/2018

	Rates	Fringes

SPRINKLER FITTER.....$ 39.73 21.90

SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 44.28	28.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 44.28	28.46

TEAM0011-002 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 30.59	28.59
GROUP 2	$ 30.74	28.59
GROUP 3	$ 30.87	28.59
GROUP 4	$ 31.06	28.59
GROUP 5	$ 31.09	28.59
GROUP 6	$ 31.12	28.59
GROUP 7	$ 31.37	28.59
GROUP 8	$ 31.62	28.59
GROUP 9	$ 31.82	28.59
GROUP 10	$ 32.12	28.59
GROUP 11	$ 32.62	28.59
GROUP 12	$ 33.05	28.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

PROJECT SIGN
(For Community Development Block Grant Funded Projects)
Required for all Projects $25,000 or over
(4' X 8')
[Contact EDA for City CDBG Funded Project]

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

SUPERVISOR (Enter First Last Name)

(Enter Distict # 1-5) DISTRICT

2016 DOWNTOWN STREET IMPROVEMENT PROJECT

$000,000.00

Figure 1Change to your City's Logo

CITY OF NAME (your City)

(MAYOR) **(CITY MANAGER)**

(NAME)
CONTRACTOR

(NAME)
ENGINEER/ARCHITECT

FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER
EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program *(24 CFR Part 570)* and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards *(2 CFR Part 200).* Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. ***Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. ***Copeland "Anti-Kickback" Act*** *(18 U.S.C. 874 and 40 U.S.C. 276c:* All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. ***Davis-Bacon Act, as amended*** *(40 U.S.C. 276a to a-7:* When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. ***Contract Work Hours and Safety Standards Act*** *(40 U.S.C. 327 through 333:* Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. ***Rights to Inventions Made Under a Contract or Agreement***— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. ***Rights to Data and Copyrights*** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. ***Clean Air Act (42 U.S.C. 7401 et seq.)*** **and the** ***Federal Water Pollution Control Act*** (33 U.S.C. 1251 *et seq.*), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. ***Byrd Anti-Lobbying Amendment*** *(31 U.S.C. 1352)*— Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

9. ***Debarment and Suspension*** *(E.O.s 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of

parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. ***Access to Records and Records Retention***: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. ***Federal Employee Benefit Clause:*** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. ***Energy Efficiency***: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

14. **Procurement of Recovered Materials (2 CFR 200.322.)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES

Project Name:_____

Name of Bidder:_____

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding $10,000.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

EXHIBIT B-5

COUNTY OF RIVERSIDE
AFFIRMATIVE ACTION PROGRAM

ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

AFFIRMATIVE ACTION POLICY STATEMENT

The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.

2. Lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.

2. Insure that project area business are afforded a maximum feasible opportunity to bid on contracts.

3. Insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135).*

4. Provide a system to periodically monitor and evaluate the effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed *a Section 3 Affirmative Action Program.* All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988 Supervisor Walt P. Abraham Chairman, Board of Supervisors

II
DEFINITION OF TERMS

1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.5.

2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are fifty-one (51) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.5.

3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.

4. Contractor: Means any entity which performs work in connection with a Section covered project.

5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).

6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

III
SPECIFIC AFFIRMATIVE ACTION STEPS

In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least as extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, *12 U.S.C. 1701u*. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to

business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for, or recipient of, the Federal financial assistance, take appropriate action pursuant to the sub-tier contract upon finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

All contractors and their subcontractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Plan should include the following:

1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).

2. Goals (in percentage) relative to utilization of lower income persons in project area.

3. Goals relative to the project dollar amount of subcontractors to be awarded to project area business.

IV
DISSEMINATION OF SECTION 3 PROGRAM POLICY

In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initialed:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.

2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.

3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

V
PROGRAM EVALUATION

Pursuant to Section 3 requirements (24 CFR 135.72,) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and subcontractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.

2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

VI
COMPLAINT PROCEDURE

Who may file a complaint?

The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

1. Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more Section 3 residents;

2. Any Section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from a recipient or contractor, or by an individual representative of Section 3 business concerns.

Where to file a complaint?

A complaint must be filed with the:

Assistant Secretary for Fair Housing and Equal Opportunity
Department of Housing and Urban Development
Washington, DC, 20410.

Questions regarding Section 3 compliance, procedures for filing a complaint, or the County of Riverside's Affirmative Action Program, should be addressed to:

Economic Development Agency
CDBG Program Administrator - Section 3 Program
3403 10th Street, Suite 500
Riverside, CA 92501

(951) 955-8916

EXHIBIT B-6
Required Bid Form for bids $100,000 or more

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

(Housing and Community Development Act of 1968)

Project Title: _____ Amount of Bid: _____

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over $100,000.

I. Employment Opportunities

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will:

a. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at www.hud.gov/section3 to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and

_____
Initial Here

b. Forward to the Economic Development Agency all detailed job descriptions for new employment opportunities and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

_____
Initial Here

Complete your proposed workforce plan for this project below: _____

Initial Here

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

EXHIBIT B-6

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

II. Subcontracting Opportunities

a. I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at www.hud.gov/section3 to review the list of certified Section 3 Businesses, within Riverside County, to be considered for available subcontracting opportunities prior to selecting any subcontractor for my bid submittal. _____

Initial Here

b. I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors. _____

Initial Here

Complete your Subcontracting Plan for this project below:

TRADE	AMOUNT OF SUBCONTRACT($)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS. 51% OWNER / 30% EMPLOYEE	

* Add additional sheets if necessary

Bidder (Company) Name: _____

Authorized Representative (Type Name): _____

Signature: _____

Date: _____

EXHIBIT B-10
Required Bid Form for bids
$100,000 or more

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

MUST BE COMPLETED BY ALL SUBCONTRACTORS

(Housing and Community Development Act of 1968)

Project Title: _____

Subcontractor: _____

Contractor/Bidder: _____

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all prime construction contracts over $100,000:

a. I understand and agree that in the event that I am awarded a subcontract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at www.hud.gov/section3 to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities;

_____
Initial Here

b. I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

_____
Initial Here

EXHIBIT B-10

Complete your proposed workforce plan for this project below:

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

Subcontractor (Company) Name:_____

Authorized Representative (Type Name): _____

Signature: _____

Date: _____

COUNTY OF RIVERSIDE
CDBG PROGRAM

BIDDER CERTIFICATION ON FEDERAL CONTRACT REQUIREMENTS

PROJECT NAME: _____

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);

2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and

1. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and

2. If my bid is $100,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: _____

CONTRACTOR'S LICENSE NO.: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____ (Type Name)

SIGNATURE: _____

DATE: _____

QUESTIONNAIRE REGARDING BIDDERS

Bidder has been engaged in the contracting business under the present name of _____

_____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____ **Amount of Bid $**_____

California Contractor's License No.:_____ **Expiration Date**: _____

DUNS Number: _____ or **CAGE Code**: _____

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- ❑ American Indian or Native Alaskan
- ❑ Asian or Pacific Islander/Native Hawaiian
- ❑ Black/African American
- ❑ Hispanic
- ❑ White
- ❑ Hasidic Jews
- ❑ Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

☐ Woman/Female owned ☐ Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

☐ Section 3 Business concern ☐ Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.

SUPPLIERS

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

This form is to be completed and submitted with the bid package.

POST CONTRACT AWARD FORMS

PERFORMANCE BOND

Recitals: 1. _____
(contractor)
has entered into an Agreement dated _____ with _____

_____ for construction of public work known as

_____
(Project)

2. _____, a

_____corporation (Surety), is the Surety under this Bond Agreement:

We, Contractor, as Principal, and Surety, jointly and severally agree, state, and are bound unto Owner, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the project of $ _____ and insures to the benefit of Owner.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of Owner resulting from failure of Contractor to so act. All of said Contract documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received. Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Document or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____
Date

By _____ By _____

By _____ Type Name _____
Its Attorney in Fact "Surety"

Title _____
Contractor

Note: This Bond must be executed by both parties with corporate seal affected. All signatures must be acknowledged. (Attach acknowledgements)

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are _____ as

Principal and Original Contractor and _____, a

corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in

conjunction with that certain public works contract dated _____

between Principal and _____ a

public entity, as Owner; for the BOND is one hundred percent (100%) of said sum. Said contract is

for public work generally consisting of _____

The beneficiaries of this Bond are as is stated in 3248 of Civil Code and the requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, prepayment under said contract

Dated _____ _____

Original Contractor - Principal

_____ By _____

Surety

By _____ Title _____

(If corporation - affix seal)

(Corporate Seal)

STATE OF CALIFORNIA

COUNTY OF _____) SS SURETY'S ACKNOWLEDGMENT

On _____ before me personally appeared _____

known to me to be the person whose name is subscribed to the within the instrument as attorney in

fact of _____, a corporation, and acknowledged that

he subscribed the name of said corporation thereto, and his own name is its attorney in fact.

_____

Notary Public (Seal)

Riverside County Counsel

Approved Form 1-9-74

SUBCONTRACTOR QUESTIONNAIRE

Subcontrator has been engaged in the contracting business under the present name of: _____

_____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____ **Amount of Subcontract $** _____

State of California Contractor's License No.: _____

Expiration Date: _____

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- ❑ American Indian or Native Alaskan
- ❑ Asian or Pacific Islander/Native Hawaiian
- ❑ Black/African American
- ❑ Hispanic
- ❑ White
- ❑ Hasidic Jews
- ❑ Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

☐ Woman/Female owned ☐ Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

☐ Section 3 Business concern ☐ Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

EXHIBIT PA-3 (Cumulative)

EDA Use Only

Project Name: _____

File # _____

ECONOMIC DEVELOPMENT AGENCY
COMMUNITY SERVICES DIVISION

CDBG / ESG / HOME PROGRAMS
Contractor / Sub-Contractor Questionnaire

Note: The information requested is used to compile data required by HUD for Federally funded projects. The information is used by HUD to monitor and evaluate Minority Business Enterprise activities against the total program activity and the designated minority business enterprise (MBE) goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

Project Name:

Amount of Contract or Subcontract	Contractor or Subcontractor Business Racial / Ethnic (see below)	Type of Business 1-9	Woman Owned Business (Y or N)	Prime Contractor Identification (ID) Number	Subcontractor Identification (ID) Number	Sec. 3 (Y or N)	Contact Person	Contractor / Subcontractor Name and Address			
								Name State	Street	City	

Racial / Ethnic Codes:

1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian / Pacific Americans
6 = Hasidic Jews

Type of Business / Trade Codes

1 = New Construction
2 = Substantial Rehab
3 = Repair
4 = Repair
5 = Project Management
6 = Professional
7 = Tenant Services
8 = Education Training
9 = Arch / Eng Appraisal
0 = Other

Section 3: Yes / No

A Section 3 Contractor or subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low-income residents.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

CERTIFICATION OF SUBCONTRACTOR REGARDING NONSEGREGATED FACILITIES

Project Name: **San Jacinto Library Parking Improvements**

Name of Subcontractor: **Superior Pavement Markings, Inc.**

Name of General Contractor: **ATom Engineering Construction, Inc.**

The above named Subcontractor hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

SECTION 3 SUMMARY REPORT

ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

EXHIBIT PA-5

PROJECT NAME: _____ DATE: _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

JOB CATEGORY	NUMBER OF NEW HIRES	NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	% OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES
PROFESSIONALS				
TECHNICIANS				
OFFICE / CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
OTHERS				
TOTAL				

NAME OF PERSON COMPLETING FORM: _____

SIGNATURE: _____

Section 3 "New Hires" refers to a person who is not on the Contractor's payroll for employment at the time of Contract award.

Recipients and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for CDBG-funded projects was directed to low-income and very low-income persons. Low-income persons means families (including single people) whose incomes do not exceed 80% of the area median household income, as established by HUD, with adjustments for family size. Very low-income persons means families (including single people) whose incomes do not exceed 50% of the area median household income, as established by HUD, with adjustments for family size.

EXHIBIT PA-6

CDBG PROJECT LABOR CLASSIFICATION SURVEY

PROJECT NAME: _____ CONTRACTOR: _____

PROJECT NUMBER: _____ SUBCONTRACTOR: _____

CLASSIFICATIONS

BRICKLAYER _____

CARPENTERS _____

CEMENT MASONS _____

DRYWALL HANGERS _____

ELECTRICIANS _____

IRON WORKERS _____

PAINTERS _____

PLUMBERS _____

ROOFERS _____

SHEET METAL WORKERS _____

SOFT FLOOR LAYERS _____

TILE LAYERS _____

LANDSCAPE / IRRIGATION FITTERS _____

LABORERS – STRIPPING _____

PLASTERER _____

OTHERS

_____ _____

_____ _____

_____ _____

LABORERS: GROUP 1 _____

GROUP 2 _____

GROUP 3 _____

GROUP 4 _____

GROUP 5 _____

POWER EQUIPMENT OPERATORS

GROUPS 1 – 21 _____

_____

_____

TRUCK DRIVERS
GROUPS 1-11 _____

_____

_____

ADDITIONAL CLASSIFICATIONS
(Must be approved by HUD and DOL)

CLASSIFICATIONS

_____

_____

_____

_____

S:\CDBG\CONSTRUCTION\Contractor Sub Checklist\CDBG PROJECT LABOR CLASSICFICATION SURVEY.doc

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		$
Bricklayers			$	GROUP #	BHR	TOTAL WAGE
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
Plumbers			$	GROUP #	BHR	TOTAL WAGE
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution 2019-95, Draft Employment Agreement for Administrative Services Director Jennifer Christensen**

RECOMMENDED ACTION:

Authorize City Manager to enter into an Employment Agreement with Jennifer Christensen as Administrative Services Director.

BACKGROUND:

A nation-wide recruitment process was completed during July and August. Over one-hundred candidates submitted applications prior to the deadline and eight (8) candidates were invited to participate in an interview process. Seven (7) candidates participated in the interview process on Friday, August 2, 2019. Two interview panels included members of the City management team and internal customers.

Jennifer Christensen was selected as the top choice following the interview process and she has accepted the position contingent upon successful negotiation of an employment agreement. Ms. Christensen is an experienced local government finance profession with a Master of Business Administration Degree and Juris Doctorate from the University of Southern California, Los Angeles. She is currently the Chief Investment Officer/Deputy Treasurer for Santa Barbara County.

The Draft Employment Agreement was developed using the salary and benefits previously approved for Department Directors by Resolution 2019-41. The only benefit offered that is not established by Resolution 2019-41 is Severance (Section 4.0). Severance pay is included in employment agreements approved for other Department Directors and the City Manager.

Highlights of the employment agreement that may be of interest to the City Council include the following:

- Agreement is for a period of 3 years and may be extended unilaterally by the City;
- Annual salary is $173,242.35 which is Step 11 of the establish range for the position;
- Severance pay equivalent to three months' salary & benefits paid if employee is terminated without cause;
- All other benefits are established by Resolution 2019-41 for Directors.

JUSTIFICATION:

The Administrative Services Director position is a critical position for the City. The draft employment agreement is consistent with previously established salary and benefits for the position.

FISCAL IMPACT:

This position has been budgeted and the employment agreement is consistent with established budget expenditures.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-95
2. Draft Employment Agreement
3. Application and Resume-Jennifer Christensen

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1
Resolution 2019-95

RESOLUTION NO. 2019-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN ADMINISTRATIVE SERVICES DIRECTOR EMPLOYMENT AGREEMENT

WHEREAS, following a nationwide recruitment, the City Manager selected Jennifer Christensen for the permanent position of Administrative Services Director; and

WHEREAS, following a nationwide recruitment, the City Council selected Douglas Schulze for the permanent position of City Manager; and

WHEREAS, at the City Council regular meeting on August 27, 2019, the Council considered an Administrative Services Director Employment Agreement between the City of Banning and Jennifer Christensen.

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

SECTION 1. The City Council approves the Administrative Services Director Employment Agreement between the City of Banning and Jennifer Christensen, attached hereto as Exhibit A, effective September 9, 2019.

SECTION 2. 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 27th day of August, 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 2019-95, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Draft Employment Agreement

CITY OF BANNING

ADMINISTRATIVE SERVICES DIRECTOR EMPLOYMENT AGREEMENT

This ADMINISTRATIVE SERVICES DIRECTOR EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the ____ day of September, 2019, by and between the CITY OF BANNING, a general law city and municipal corporation (hereinafter referred to as the "CITY") and JENNIFER CHRISTENSEN, an individual (hereinafter referred to as "EMPLOYEE"), who is qualified to serve as Administrative Services Director. For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, California Government Code section 34851 authorizes a city manager form of government, which position is prescribed by state law and the CITY's Municipal Code; and

WHEREAS, California Government Code section 34856 provides that the City Manager, in cities operating under the City Manager form of government, may appoint and dismiss Department Directors and other subordinate appointive offices and employees; and

WHEREAS, the duties of the Administrative Services Director are set forth in Exhibit "A" to this AGREEMENT; and

WHEREAS, the CITY requires the services of an Administrative Services Director; and

WHEREAS, based on EMPLOYEE's executive and administrative qualifications and ability, the City Manager desires to appoint EMPLOYEE to serve as the Administrative Services Director for the CITY; and

WHEREAS, the Parties agree that EMPLOYEE has the necessary qualifications and experience to perform as the Administrative Services Director for the CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of Administrative Services Director services to the CITY and the Administrative Services Department; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of Administrative Services Director professional services to the CITY through this AGREEMENT; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree as follows:

1.0 EMPLOYMENT & DUTIES

1.1 Duties. The City Manager hereby appoints EMPLOYEE as Administrative Services Director for the CITY to perform the functions and duties of that position, as described in Exhibit "A" to this AGREEMENT, the California Government Code, and such other legally permissible and proper duties and functions as the City Manager shall, from time to time, direct or assign to EMPLOYEE. CITY reserves the right to amend Banning Municipal Code, as it deems necessary and appropriate, without requiring EMPLOYEE's acquiescence or an amendment of this AGREEMENT. EMPLOYEE agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that the Administrative Services Director is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available

at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE acknowledges that proper performance of the duties of Administrative Services Director will require EMPLOYEE to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one hour-lunch period), as set by the CITY and as may be duly revised from time-to-time by the CITY, and will also often require the performance of necessary services outside of normal business hours. EMPLOYEE's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the Administrative Services Director position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and EMPLOYEE shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

1.3 FLSA Exempt Status. EMPLOYEE acknowledges and agrees that the Administrative Services Director position is that of an exempt employee of the CITY for the purposes of the FLSA.

1.4 Other Activities. EMPLOYEE shall focus his professional time, ability, and attention to the CITY's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of the functions and duties of the Administrative Services Director.

1.5 Employment Status. Upon appointment to the Administrative Services Director position, EMPLOYEE shall serve at the will and pleasure of the City Manager and understands that by accepting the Administrative Services Director appointment, she shall be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, except as required by law, including any pre-disciplinary "Skelly" hearing. The CITY may terminate EMPLOYEE at any time in accordance with Section 3.4 below, and as permitted by all applicable laws.

1.6 Exemption from Personnel System. BMC §2.68.020(E) expressly exempts the Administrative Services Director from the CITY's Personnel System established in BMC Chapter 2.68. EMPLOYEE understands, acknowledges and agrees that EMPLOYEE is exempt from the CITY's Personnel System.

1.7 CITY Documents. All data, studies, reports and other documents prepared by EMPLOYEE while performing his duties during the term of this AGREEMENT shall be furnished to and become the property of the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Manager, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE shall be placed at Range D00, Step 11 which at the time of executing this agreement is annually One Hundred Seventy Three Thousand Two Hundred-Forty-Two Dollars and Thirty Five Cents ($173,242.35) per year ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, effective on the day EMPLOYEE commences work for the CITY. Such Salary shall be subject to all permissible and required withholdings as determined by state and federal law and as determined appropriate by the City Council.

2.2 Salary Review. The EMPLOYEE salary is set at Step 11 of the range. It is understood that annual Step adjustments will be approved based upon satisfactory performance evaluations. Any other salary adjustments will be made consistent with Resolution 2019-41.

2.3 Salary Adjustment. EMPLOYEE's base salary and benefits package have been established by the AGREEMENT. Annual adjustments in the base salary will be established by City Council resolution.

2.4 Business Expense Reimbursements. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence, and other CITY related business expenses incurred by EMPLOYEE in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the CITY's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3.0 TERM

3.1 Commencement & Effective Date. EMPLOYEE shall commence service hereunder at 8:00 a.m. Pacific Daylight Time on Monday, September 9, 2019, In the event EMPLOYEE commences services on a date other than Monday, September 9, 2019, such date shall be deemed the effective date of this AGREEMENT ("Effective Date").

3.2 Term. CITY hereby employs EMPLOYEE for an initial term of three (3) calendar years commencing on the AGREEMENT's Effective Date and continuing to and including September 8, 2022, subject to termination by the City Manager or by EMPLOYEE, with or without cause, as hereinafter provided in Sections 3.3 and 3.4, at the conclusion of which this AGREEMENT shall automatically terminate. Prior to such automatic termination, the CITY shall have the option to unilaterally extend the Term of this AGREEMENT for an additional three (3) years, subject to termination by the City Manager or by EMPLOYEE, with or without cause, as hereinafter provided in Sections 3.3 and 3.4. Additionally, the Term of this AGREEMENT may be extended upon mutual concurrence from the City Manager and the EMPLOYEE, as evidenced by a writing signed by both parties. The CITY agrees that in the last year of the initial three-year Term of the AGREEMENT, and in the last year of the Term of the AGREEMENT should the Term of the AGREEMENT be extended beyond its initial three years, the annual evaluation will be performed at least six (6) months prior to the expiration of the term.

3.3 Termination by EMPLOYEE. EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Manager with at least thirty (30) days' advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

3.4 Termination by CITY. The City Manager may terminate this AGREEMENT at any time with or without cause, by providing written notice of the reason(s). The City Manager's right to terminate EMPLOYEE pursuant to this Section 3.4 shall not be subject to or in any way limited by the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), or any subsequent related resolutions, or past CITY practices related to the employment, discipline or termination of the CITY's employees. EMPLOYEE expressly waives any rights provided for the Administrative Services Director under the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), Municipal Code, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except as to rights that by law cannot be waived. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law in the position of Administrative Services Director. Notwithstanding this Section 3.4, upon appointment to the Administrative Services Director position, EMPLOYEE remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by CITY for Cause. The City Manager may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, 7) violation of the CITY's Municipal Code, ordinances, rules, and regulations, including but not limited to the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22) and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Manager, and 12) gross misfeasance or gross malfeasance. If the City Manager terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, the CITY shall have no obligation to pay EMPLOYEE any severance.

(b) Termination by City Manager Without Cause. By providing EMPLOYEE at least thirty (30) days' prior written notice thereof, the City Manager may terminate EMPLOYEE without cause but rather based upon management reasons such as implementing the CITY's goals or policies, including but not limited to: i) change of administration, or ii) incompatibility of management styles. In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay as the result of the termination of this AGREEMENT except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event EMPLOYEE is terminated without cause and EMPLOYEE does not challenge such termination, including but not limited to, by means of appeal or civil or administrative claim or liberty hearing, then CITY shall pay to EMPLOYEE severance as follows:

4.1.1 CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary then in effect multiplied by three (3).

4.1.2 CITY shall pay the cost for medical, dental and vision insurance for EMPLOYEE and all dependents for a period of three (3) months after the date of termination or until EMPLOYEE is eligible for insurance coverage through other employment, whichever occurs first.

4.1.3 In the event that this AGREEMENT expires by its own terms and not by resignation of EMPLOYEE or early termination by City Manager, then EMPLOYEE shall not be entitled to any severance.

4.1.4 Notwithstanding any other provision of this paragraph 4.1, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months).

4.2 No Severance Pay if Termination for Cause or Initiated by EMPLOYEE. As provided in Section 3.4(a), should EMPLOYEE be terminated for cause, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should EMPLOYEE initiate termination of this AGREEMENT, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 4.1 above, should this AGREEMENT expire by its own terms without early termination by EMPLOYEE or City Manager, then the CITY shall have no obligation to pay the severance provided for in Section 4.1.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination, other than for cause or by expiration of the AGREEMENT. EMPLOYEE expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to EMPLOYEE so as to facilitate a more effective management of the CITY. Nothing herein shall be deemed to alter or change the at-will employment status of EMPLOYEE as Administrative Services (as set forth in Section 1.5 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this AGREEMENT, or the services of EMPLOYEE hereunder.

5.2 Annual Evaluation. The City Manager shall conduct a formal or informal review and evaluate the performance of EMPLOYEE on an annual basis. Such review shall be conducted on or within four (4)

weeks of the anniversary date of EMPLOYEE's appointment to the position of Administrative Services Director, using an evaluation form to be approved by City Manager.

6.0 BENEFITS AND OTHER COMPENSATION

6.1 Professional Development. The CITY recognizes its obligation to the professional development of its Administrative Services Director and agrees that EMPLOYEE shall be given adequate opportunities to develop and maintain skills and abilities as a public administrator. EMPLOYEE is expected and encouraged to and does agree to participate in professional organizations and to attend area and regional meetings and conferences related to matters of interest to the CITY consistent with the time required for such attendance in relationship to EMPLOYEE's other responsibilities as determined by the City Manager. As budget permits, the CITY hereby agrees to budget an amount to be determined in the exercise of its sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and/or official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. These activities shall include membership in at least two professional associations and attendance of at least two annual professional development conferences. EMPLOYEE shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. Tuition will be reimbursed to EMPLOYEE for professional and technical courses approved by the City Manager and taken in an accredited educational institution provided that: i) the subject matter of the course relates directly to and contributes toward the Administrative Services Director position with the CITY; ii) EMPLOYEE has received at least a competent proficiency rating on the last performance evaluation report; and iii) EMPLOYEE has furnished evidence that the course has been completed with at least a "C" or "pass" grade.

As permitted by the budget, and in an amount to be determined at the sole discretion of the City, the CITY agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY. As provided for in the budget, the CITY agrees to pay for professional dues and subscriptions of EMPLOYEE reasonably related to the professional growth, development, education and training of EMPLOYEE.

All reimbursable expenses under this Section must be approved in advance by the City Manager.

6.1.5 Changes to Benefits. Any future changes to benefits offered to Directors, including but not limited to health, disability, life insurance, leaves, or other benefits, shall inure to Employee without amendment to this Agreement.

6.2 Paid Leave.

(a) Sick Leave. EMPLOYEE shall be entitled to ninety-six (96) hours of sick leave annually, with the right to cash in a maximum of ninety-six (96) hours annually. A minimum of forty (40) sick leave hours must be left in the bank at time of cash out. Sick leave shall accrue at the rate of 3.69 hours per pay period. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November. Sick leave may only be accrued to a maximum of four hundred eighty (480) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Sick leave must be

used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused sick leave on the books then existing.

(b) Vacation Leave. EMPLOYEE shall be entitled to one hundred sixty (160) hours of vacation leave annually, with the right to cash in a combined maximum of eighty (80) vacation leave hours annually from any vacation leave bank. A minimum of eighty (80) vacation leave hours must be left in the regular vacation bank at time of cash out. If EMPLOYEE accrues greater than three hundred (300) hours of vacation time, then he may request a one-time cash out of fifty percent (50%) of the total available vacation hours to be paid at his current pay rate. Vacation leave shall accrue at the rate of 6.15 hours per pay period. Vacation leave may only be accrued to a maximum of four hundred eighty (480) hours at which point vacation leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Vacation leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing. A vacation leave bank of Eighty (80) hours will be established as of the employment date.

(c) Executive Leave. EMPLOYEE shall be entitled to ninety-eight (98) hours annual accrual with a maximum accrual cap of two-hundred (200) hours. Leave will be earned at a rate of 3.77 hours per pay period. A maximum of ninety-eight (98) hours of Executive Leave may be cashed out annually.

(d) Holiday Leave. EMPLOYEE shall be granted the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas and New Year's Eve. In addition, one (1) floating holiday will be credited to EMPLOYEE's Holiday Leave bank July 1st each year. Leave balances must be used during the fiscal year or they may be cashed out with City Manager approval according to Administrative Policy A-30. If the City Council recognizes an additional holiday for City employees, said holiday shall be extended to EMPLOYEE. Holiday leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(e) Bereavement Leave. In the event of the death of a member of EMPLOYEE's family, including EMPLOYEE's spouse, domestic partner, mother, father, brother, sister, child, grandchild, or grandparent or any one of the same relatives of EMPLOYEE's spouse or domestic partner, EMPLOYEE shall be allowed thirty (30) hours of bereavement leave for each death of a family member. Bereavement leave must be used and deducted from the total allowed hours in increments of no less than five hours for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. In the event of the death of a spouse or multiple family deaths occurring within a 24-hour period, EMPLOYEE shall be allowed forty (40) hours of total bereavement leave for this unfortunate event.

6.3 Cafeteria/Health & Welfare Benefits. EMPLOYEE shall be entitled to receive from the CITY an annual cafeteria benefit in an annual amount capped at Twenty Thousand Dollars ($20,000.00), for the purchase of health and welfare benefits under any approved plan provided by the CITY. Said contribution shall first be used to provide for health insurance for the EMPLOYEE. EMPLOYEE may use funds for any of the CITY's medical plans or, upon proof of coverage under another acceptable health

plan as determined by the CITY's Human Resource Department, this amount may be taken as taxable income or converted to a 457 Plan or CITY sponsored Medical Savings Account. EMPLOYEE may increase the benefit annually using CPI or the average of all CITY health insurance premium increases as long as it stays within the maximum parameters established by City Council for department heads. EMPLOYEE may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income or converted to a 457 plan or CITY sponsored Medical Savings Account.

6.4 Retirement.

(a) Retirement Plan. EMPLOYEE will be enrolled in CITY's retirement plan with the California Public Employees' Retirement System (CalPERS), subject to the applicable benefit formula, terms and conditions provided in the contract between the CITY and CalPERS and also subject to applicable state law and regulations. It is the understanding of the Parties that Employee is a Classic, Tier 2 enrollee. In the event of any conflict between this Agreement and the CITY's CalPERS contract or the applicable laws and regulations, the latter shall prevail.

(b) Employee Contribution. EMPLOYEE shall be responsible for the full member contribution for EMPLOYEE's CalPERS retirement plan. There shall be no employer paid member contributions.

6.5 Automobile. EMPLOYEE shall receive Two Hundred Fifty Dollar ($250.000) per month as and for a car allowance for use of a personal vehicle in pursuit of recognized official duties.

6.6 CITY Flexible Spending Plan. EMPLOYEE is entitled to participate in the CITY's Flexible Spending Plan to the same extent as enjoyed by any other employee.

6.7 Life Insurance. In addition to the annual cafeteria benefit, the CITY will pay annual premiums for life insurance for EMPLOYEE with a benefit/coverage amount of One Hundred Fifty Thousand Dollars ($150,000.00) during EMPLOYEE's employment.

6.8 Business Equipment. The CITY will finance at no interest to EMPLOYEE the purchase of any job-related personal tools or equipment, such as a computer, cell phone, etc., that serve the professional development of EMPLOYEE. Such tools or equipment shall be approved in advance by the City Council at its sole discretion and the amount financed shall not exceed the value of one month's base salary of EMPLOYEE. Repayment to the CITY shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years. Should EMPLOYEE terminate employment, then the remaining loan amount repayment shall be accelerated and become fully due and owing as of the termination date and may be deducted from any wages owed, including any severance payment to be made.

6.9 Bonding. CITY shall bear the full cost of any fidelity or other bonds required for EMPLOYEE under any law or CITY ordinance.

6.10 Education Pay. The CITY agrees to pay to EMPLOYEE the sum of Two Hundred and Seventy-Five Dollars ($275.00) per month for a Master's Degree.

6.11 Eyewear/Eyecare Reimbursement. EMPLOYEE shall be entitled to reimbursement for expenses incurred and paid by EMPLOYEE and/or dependents in obtaining prescription eyewear or medical care from a licensed Optician, Optometrist or Ophthalmologist. Such amount is limited to a total for all expenses of Three Hundred Dollars ($300.00) every two years commencing on the date of this

AGREEMENT. Thereafter, reimbursement will occur two years from the date of the previous reimbursement.

6.13 Utility Allowance. Should EMPLOYEE reside within the CITY limits, then EMPLOYEE shall be entitled to receive a utility credit in the amount of One Hundred Fifty Dollars ($150.00) per month against the cost of electric and water service during the period of such residency. In the event EMPLOYEE's spouse or a member of EMPLOYEE's household also is employed by the CITY and is eligible for this utility allowance, only one of either EMPLOYEE or EMPLOYEE's spouse or member of EMPLOYEE's household shall be eligible for such utility allowance.

6.14 Disability Program. EMPLOYEE agrees to pay the cost of membership in the CITY-approved short-term/ long-term disability insurance program. EMPLOYEE agrees that such premiums will be paid with after-tax dollars in order to maintain the tax-free benefit status to both the CITY and EMPLOYEE in the event benefits are paid. It is agreed between the Parties that in the event of disability, EMPLOYEE shall enjoy all the rights and privileges to which EMPLOYEE is entitled under state and federal law.

7.0 INDEMNIFICATION

CITY will defend and indemnify EMPLOYEE for all losses and against all liability sustained by EMPLOYEE in direct consequence of the discharge of duties performed on behalf of the CITY, as specified in the California Government Code.

8.0 OTHER TERMS – CONDITIONS OF EMPLOYMENT

8.1 The City Manager, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by EMPLOYEE and the City Manager.

9.0 GENERAL PROVISIONS

9.1 Entire AGREEMENT. This AGREEMENT represents the entire AGREEMENT and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to EMPLOYEE's employment by the CITY and contains all the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of CITY governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either Party.

9.2 Amendment. This AGREEMENT may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this AGREEMENT shall be in writing and shall be personally served or shall be sufficiently given when served upon the other Party as sent by United States Postal Service, postage prepaid and addressed as follows:

To CITY:

City Manager
City of Banning
P.O. Box 998
Banning, California 92220

To EMPLOYEE:

Jennifer Christensen
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each Party hereto.

9.8 Government Code §§ 53243 - 53243.4. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

EMPLOYEE represents that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees that any cash settlement or severance related to a termination that EMPLOYEE may receive from the CITY shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

9.9 Independent Legal Advice. The CITY and EMPLOYEE represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, or had the opportunity to do so, and the CITY and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Banning has caused this AGREEMENT to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF BANNING

Douglas Schulze, City Manager

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney

EMPLOYEE

Jennifer Christensen

ATTACHMENT 3

Application and Resume
Jennifer Christensen

City of Banning, CA
Director of Administrative Services
Candidate Profile

JENNIFER CHRISTENSEN

CURRENT POSITION:	**Chief Investment Officer/Deputy Treasurer**	Since 09/2013
	County of Santa Barbara, CA	
PRIOR RELEVANT POSITIONS:	**Financial Reporting/Financial Accounting Division Chief**	12/2007 - 09/2013
	Assistant Director, Housing & Community Development	01/2007 - 12/2007
	Project Manager, County Executive Office	05/2006 - 12/2006
	Deputy County Counsel	10/2001 - 05/2006
	County of Santa Barbara, CA	
EDUCATION:	**Juris Doctorate, Business Law**	05/2000
	Master of Business Administration	05/2000
	University of Southern California, Los Angeles	
	Bachelor of Arts, History	06/1994
	University of California, Los Angeles	

JENNIFER C. CHRISTENSEN
2849 Verde Vista Drive • Santa Barbara, CA 93105 • jenchriste@cox.net • (213) 359-3508

Frank Rojas
CPS HR Consulting
2450 Del Paso Rd #220
Sacramento, CA 95834

June 10, 2019

Re: Administrative Services Director for the City of Banning

Dear Mr. Rojas,

I am very interested in discussing the Administrative Services Director position with you. I have enclosed my resume and a list of professional references. My background includes 17 years of experience in municipal finance and municipal law with Santa Barbara County. I am currently the Chief Investment Officer and a Deputy Treasurer with the county. I have my law degree and MBA from the University of Southern California and am an active member of the California State Bar in good standing. In addition, I hold several specialized public finance certifications including that of CPFO (Certified Public Finance Officer) as well as CFIP (Certified Fixed Income Practitioner).

I have extensive experience in public finance and the management and investment of public funds. For the past five years, I have served as both Deputy Treasurer and Chief Investment Officer for the county. As the Chief Investment Officer for Santa Barbara County, I am responsible for the management of a $1.8 billion portfolio for the county, schools and special districts as well as debt administration for the county. I am also responsible for the executive oversight of Information Technology for the Treasurer-Tax Collector. Over the course of my career, I have provided legal, budgetary and financial advisory support to every department at Santa Barbara County. As the Financial Reporting, Budget and Cost Accounting Division Chief for the Auditor-Controller, I was responsible for a $1 billion countywide budget, including independent revenue estimates and departmental support for all county departments.

My career with Santa Barbara County has provided me with the opportunity to work with or for every department at the county and allowed me to develop experience in a breadth of municipal operations ranging from public works to public safety and land use. As the county's Chief Investment Officer, I recently completed a $150 million financing for the benefit of a regional solid waste initiative involving the Tajiguas landfill and am currently working on a $50 million financing for the Laguna Sanitation District. And as the Assistant Director of Housing, I was responsible for a $5.5 million departmental budget and 12 staff ranging from office professionals to managers.

In addition to my role as a public finance professional, I served two terms as a trustee on the board of the Santa Barbara County Employees' Retirement System (SBCERS). I now serve as the Treasurer's alternate to the board. This experience has allowed me to develop expertise in public pension funding and law.

From the enclosed resume, I think you will find that my education and experience are an excellent fit for serving as the Administrative Services Director for Banning. The combination of my legal background with my public finance expertise will ensure that the city's constituents are well served.

Very truly yours,

/s/

Jennifer Christensen

Encls.

JENNIFER C. CHRISTENSEN
2849 Verde Vista Drive, Santa Barbara, CA 93105 • jenchriste@cox.net • (213) 359-3508

EXPERIENCE

County of Santa Barbara, Treasurer-Tax Collector — Santa Barbara, CA
Chief Investment Officer/Deputy Treasurer (4 Staff) — September 2013-Present
Manage a $1.8 billion portfolio for the benefit of the county, schools and special districts in compliance with California Government Code and local investment policy guidelines. Develop investment strategies and execute trades. Compile quarterly and annual audited financial statements for the treasury investment pool. Review and determine optimal debt structures for new and refunded bonds. Oversee the department's IT division.

County of Santa Barbara, Auditor-Controller — Santa Barbara, CA
Financial Reporting (6 Staff) and Financial Accounting Division Chief (12 Staff) — December 2007-September 2013
Managed financial reporting and accounting and ensured timely and accurate reporting of financial information.
- Managed financial reporting, cost accounting and budget activities for the County of Santa Barbara, including delivery of the CAFR, Cost Allocation Plan, State Controller Budget Schedules and SEFA. Ensured timely implementation of GASB Pronouncements and applicable Federal and state laws and regulations.
- Drafted accounting policies and procedures including the county's Strategic Reserve Policy for financial sustainability and American Recovery and Reinvestment Act (ARRA) funding policies and procedures to ensure accountability and transparency in accordance with Federal and state guidelines.

County of Santa Barbara, Housing and Community Development — Santa Barbara, CA
Assistant Director (12 Staff) — January 2007-December 2007
Managed $5.5 million dollar departmental budget including oversight for operations and staff.
- Prioritized and allocated Federal and state funding to local nonprofits and affordable housing developers; ensured operational performance within budget targets. Established and implemented policies for local housing initiatives.

County of Santa Barbara, County Executive Office — Santa Barbara, CA
Project Manager — May 2006-December 2006
Managed a variety of high profile county projects pertaining to land use and housing.
- Led multidisciplinary teams comprised of professionals from all sectors of the county, external consultants, citizens, members assigned from other governmental agencies, nonprofit organizations and the private sector.
- Analyzed programs for effectiveness; provided recommendations for process improvement and greater oversight.

County of Santa Barbara, Office of County Counsel — Santa Barbara, CA
Deputy County Counsel — October 2001-May 2006
Advised county officials and represented the county on municipal finance and employment matters.
- Advised various county departments concerning municipal finance, property and other tax issues, risk management, trial court funding, contracts, real estate transactions, solid waste and environmental matters.
- Managed public financings from deal inception to closing, including $192 million in TRANs to smooth county cash flows and $40 million in COPs for construction of capital projects.

EDUCATION AND CREDENTIALS

University of Southern California — Los Angeles, CA
Juris Doctorate, Emphasis in Business Law — May 2000
Master of Business Administration, Emphasis in Finance

University of California, Los Angeles — Los Angeles, CA
Bachelor of Arts, History — June 1994

Active Member of the State Bar of California, Bar No. 213778
Certified Public Finance Officer (CPFO), GFOA No. 420
Certified Fixed Income Practitioner (CFIP), Fixed Income Academy No. 112
City of Santa Barbara Fire and Police Commissioner
Past Chair and Elected Trustee, Santa Barbara County Employees' Retirement System
Active Member, ICMA and MMASC

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Doug Schulze, City Manager**

PREPARED BY: **Tom Miller, Electric Utility Director**
Jim Steffens, Power Resources Manager

MEETING DATE: **August 27, 2019**

SUBJECT: **Discuss and Consider Adopting Resolution 2019-PCL, "Approving the City of Banning Electric Utility Power Content Label for Calendar Year 2018 and Accepting for Review the California Energy Commission's Renewables Portfolio Standard Verification Results Report for Compliance Period 2 (2014-2016)."**

RECOMMENDED ACTION:

The City Council consider adopting Resolution 2019-PCL:

1. Approving the City of Banning Electric Utility ("Utility") Power Content Label for Calendar Year 2018, attached herewith as Exhibit "A" to Attachment 1.

2. Authorize the Electric Utility Director, or his or her designee, to disseminate the information included on the Power Content Label to the Utility's customers in compliance with the requirements of Senate Bill 1305 and Assembly Bill 162.

3. Accepting for review the California Energy Commission's Renewables Portfolio Standard ("RPS") Verification Results Report for Compliance Period 2 (2014-2016) ("Report"), attached herewith as Exhibit "B" to Attachment 1.

BACKGROUND:

On October 11, 2009 the Governor signed California State Assembly Bill 162 ("AB 162"), which amended the Power Content Label reporting requirements originally set forth in Senate Bill 1305. The amendments changed the reporting requirements from quarterly

to annual, and require that utilities report actual power content information instead of projected.

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

The California Energy Commission (CEC), which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve the annual Power Content Label for the utility(s) under its jurisdiction. Therefore, Staff is requesting that the City Council approve Resolution 2019-PCL, accepting the Utility's Power Content Label, attached herewith as Exhibit "A" to Attachment 1.

On April 12, 2011 the Governor signed SBX1 2, which increased the renewable energy requirements for California's electric utilities to 33 percent by 2020. SBX1 2 created three multi-year compliance periods for the RPS program: 2011-2013, 2014-2016, and 2017-2020.The Utility recently received the CEC's Report verifying that the Utility met all required RPS targets for compliance period 2. The Utility is providing the Report to the City Council for informational purposes, in order to keep the City Council apprised of the Utility's continuing compliance with the RPS program. The Report is attached herewith as Exhibit "B" to Attachment 1.

JUSTIFICATION:

AB 162 requires that all load serving electric utilities develop and provide to its customers on an annual basis an approved Power Content Label. The Power Content Label shows the percentages of each type of energy resources that are used to serve an electric utility's customers.

FISCAL IMPACT:

None.

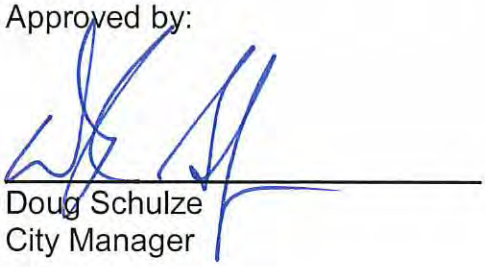
OPTIONS:

1. Approve the Power Content Label as recommended.
2. Do not approve the Utility's Power Content Label, which would put the Utility in violation of AB 162.

ATTACHMENTS:

1. Resolution 2019-PCL

Approved by:



Doug Schulze
City Manager

ATTACHMENT 1
Resolution 2019-PCL

RESOLUTION 2019-PCL

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE CITY OF BANNING ELECTRIC UTILITY POWER CONTENT LABEL FOR CALENDAR YEAR 2018 AND ACCEPTING FOR REVIEW THE CALIFORNIA ENERGY COMMISSION'S RENEWABLES PORTFOLIO STANDARD VERIFICATION RESULTS REPORT FOR COMPLIANCE PERIOD 2 (2014-2016)

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

WHEREAS, California State Senate Bill 1305 and Assembly Bill 162 have certain reporting requirements pertaining to electric utility Power Content Labels; and

WHEREAS, the Banning Electric Utility ("Utility") is subject to these reporting requirements; and

WHEREAS, the California Energy Commission, which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve the annual Power Content Label for the utility(s) under its jurisdiction; and

WHEREAS, the California Energy Commission has provided the Utility with its Renewable Portfolio Standard Verification Results Report for Compliance Period 2 (2014-2016) ("Report"), and the Utility desires to present the Report to the City Council for their review.

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

SECTION 1. Adopt Resolution No. 2019-PCL, approving the City of Banning Electric Utility's Power Content Label for Calendar Year 2018, attached herewith as Exhibit "A", and accepting for review the Report, attached herewith as Exhibit "B".

SECTION 2. Authorize the Electric Utility Director, or his or her designee, to disseminate the information included on the Power Content Label to the Utility's customers in compliance with the requirements of Senate Bill 1305 and Assembly Bill 162.

PASSED, APPROVED AND ADOPTED this 27th day of August, 2019.

_____

Arthur 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-PCL, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

Exhibit "A"

Version: July 2019

2018 POWER CONTENT LABEL

City of Banning Electric Utility

banningca.gov/124/Power-Content-Label

ENERGY RESOURCES	Power Mix	2018 CA Power Mix**
Eligible Renewable	**61%**	**31%**
Biomass & Biowaste	18%	2%
Geothermal	28%	5%
Eligible Hydroelectric	0%	2%
Solar	15%	11%
Wind	0%	11%
Coal	**0%**	**3%**
Large Hydroelectric	**1%**	**11%**
Natural Gas	**0%**	**35%**
Nuclear	**10%**	**9%**
Other	**0%**	**<1%**
Unspecified sources of power*	**28%**	**11%**
TOTAL	**100%**	**100%**

* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.

** Percentages are estimated annually by the California Energy Commission based on the electricity generated in California and net imports as reported to the Quarterly Fuel and Energy Report database and the Power Source Disclosure program.

For specific information about this electricity product, contact:	**City of Banning Electric Utility** **951-922-3260**
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237

Exhibit "B"

CALIFORNIA ENERGY COMMISSION

July 22, 2019

Mr. Jim Steffens, Power Resources & Revenue Administrator
City of Banning Electric Utility
176 E. Lincoln
Banning, CA 92220

RE: RENEWABLES PORTFOLIO STANDARD COMPLIANCE PERIOD 2 (2014-2016) COMPLIANCE DETERMINATION FOR THE CITY OF BANNING

Dear Mr. Steffens:

We are pleased to inform you that the City of Banning is deemed in compliance with the Renewables Portfolio Standard (RPS) procurement requirements for Compliance Period 2 (2014-2016).

California's RPS establishes increasingly progressive renewable energy procurement targets for the state's load-serving entities, requiring both retail sellers and local publicly owned electric utilities (POU) to increase their procurement of eligible renewable energy resources to 33 percent of retail sales by 2020 and 60 percent of retail sales by 2030. In addition to meeting the RPS procurement target, POUs must procure a balanced portfolio of eligible renewable energy resources. The Energy Commission is responsible for overseeing POU compliance with the RPS program and has adopted rules and procedures for this purpose as detailed in its *Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities* (RPS POU Regulations), which are codified in the California Code of Regulations, title 20, sections 1240 and 3200 – 3208.

To meet the procurement target for Compliance Period 2, section 3204 (a)(2) of the RPS POU Regulations requires a POU to procure electricity products from eligible renewable energy resources sufficient to meet or exceed the sum of 20 percent of its 2014 retail sales, 20 percent of its 2015 retail sales, and 25 percent of its 2016 retail sales. To meet the portfolio balance requirement for Compliance Period 2, sections 3204 (c)(2) and (c)(6) of the RPS POU Regulations require that at least 65 percent of the electricity products procured by the POU on or after June 1, 2010, and credited towards the POU's procurement target, must have satisfied the criteria of Portfolio Content Category (PCC)1.

According to the *City of Banning Renewables Portfolio Standard Verification Results Report* adopted by the Energy Commission on March 12, 2019, City of Banning procured electricity products from eligible renewable energy resources equal to 21.64 percent of its retail sales for Compliance Period 2, meeting the procurement target, and also met the portfolio balance requirement. A copy of the *City of Banning Renewables Portfolio Standard Verification Results Report* is enclosed.

If you have further questions, please contact Natalie Lee, Deputy Director of the Renewable Energy Division, at Natalie.Lee@energy.ca.gov or (916) 654-4659.

Sincerely,

Drew Bohan
Executive Director

Enclosure

California Energy Commission

COMMISSION FINAL REPORT

Renewables Portfolio Standard Verification Results

City of Banning
Compliance Period 2 (2014-2016)

California Energy Commission
Gavin Newsom, Governor

March 2019 | CEC-300-2018-015-CMF

California Energy Commission

David Hochschild
Chair

Janea A. Scott
Vice Chair

Commissioners
Karen Douglas, J.D.
J. Andrew McAllister, Ph.D.

Kevin Chou
Theresa Daniels
Sean Inaba
Christopher Metzker
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Natalie Lee
Deputy Director
RENEWABLE ENERGY DIVISION

Drew Bohan
Executive Director

RPS Verification Results: Compliance Period 2 City of Banning

Background

Established in 2002, California's Renewables Portfolio Standard (RPS) is one of the most ambitious renewable energy policies in the nation. Enacted by Senate Bill 1078 (Sher, Chapter 516, Statutes of 2002) and accelerated and expanded by subsequent legislation, California's RPS establishes increasingly progressive renewable energy procurement targets for the state's load-serving entities. Originally, California's statewide RPS was restricted to retail sellers;[1] Senate Bill X1-2 (Simitian, Chapter 1, Statutes of 2011, First Extraordinary Session) expanded the statewide mandatory RPS to apply to local publicly owned electric utilities (POU) starting in 2011. Senate Bill 100 (De León, Chapter 312, Statutes of 2018) increased the procurement targets, requiring both retail sellers and POUs to increase their procurement of eligible renewable energy resources to 60 percent of retail sales by 2030.

The California Energy Commission verifies the eligibility of renewable energy procured by load-serving entities, which include retail sellers, POUs, and all other entities serving retail sales of electricity in California that are obligated to participate in California's RPS. The Energy Commission is also responsible for certifying RPS-eligible renewable energy resources, developing a tracking system to verify renewable energy procurement for all program participants, and overseeing compliance and enforcement for the POUs. The California Public Utilities Commission is responsible for compliance and enforcement for retail sellers.

Report Overview

This report covers the verification results for POU procurement claims for Compliance Period 2, which covered 2014 through 2016. The verification results provide an overview of the identified POU's results and tables, including:[2]

- The POU's procurement target and portfolio balance requirements.
- The amount of eligible renewable energy retired and the amount applied to meet the compliance period requirements, both shown by Portfolio Content Category (PCC) and other classifications.
- Any deficits in meeting RPS procurement requirements for the compliance period.
- Any optional compliance measures being applied by the POU for the compliance period.
- A calculation of excess procurement accumulated in this compliance period.
- A summary of the POU's excess procurement and historic carryover, if any, including any prior balance, the amount accumulated and used in the current compliance period, and the ending balance.

1 Public Utilities Code section 399.12 (j) defines retail seller as an entity engaged in the retail sale of electricity to end-use customers located within the state. Retail sellers include electrical corporations, community choice aggregators, and electric service providers, but not POUs.
2 The contents of verification results reports will vary for POUs with specific exclusions, exceptions, or different procurement requirements under the RPS statutes and as described in the *Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities* based on the requirements specific to that POU.

In adopting this report, the Energy Commission finds the procurement claim amounts listed in this report are consistent with RPS certification and procurement requirements specified in the *Renewables Portfolio Standard Eligibility Guidebook, Ninth Edition (Revised)* (RPS Eligibility Guidebook) and the *Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities*[3] (RPS POU Regulations) and are eligible for the RPS, as indicated. Therefore, the procurement claim amounts can count toward meeting the identified POU's RPS procurement requirements.

Verification Process

The methods used by the Energy Commission to verify load-serving entity procurement claims are detailed in the RPS Eligibility Guidebook and explained in the *Renewables Portfolio Standard Verification Methodology Report, Second Edition*, both of which can be found at https://www.energy.ca.gov/portfolio/.

The verification results presented in this report are not a compliance determination. After the Energy Commission adopts a POU's verification results, it will begin determining if the POU is in compliance with the RPS requirements for Compliance Period 2 in accordance with the RPS POU Regulations.

City of Banning Verification Results

For RPS Compliance Period 2 (2014-2016), the City of Banning retired and reported 92,842 renewable energy credits (RECs), and 92,842 RECs were verified by the Energy Commission as RPS-eligible. Each POU's summary claims details is available at https://www.energy.ca.gov/portfolio/documents/rps_verification_pous.html.

For Compliance Period 2, the City of Banning had a procurement target of 85,717 RECs. The City of Banning applied 85,717 RPS-eligible RECs and excess procurement toward its procurement requirements, equal to 21.64 percent of its retail sales for the compliance period, and met its procurement target.

3 The *Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities* are set forth in 20 CCR §§ 1240 and 3200-3208 and establish the rules and procedures by which the Energy Commission will assess a POU's procurement actions and determine whether those actions meet the RPS requirements.

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Renewables Portfolio Standard

City of Banning
Compliance Period 2
(2014 - 2016)

Procurement Target Calculation (MWh)[1]	Calendar Year	Annual Retail Sales	Soft Target Percentage	Soft Targets
	2014	133,103	20%	26,620
	2015	132,837	20%	26,567
	2016	130,121	25%	32,530
	Procurement Target			**85,717**

Verification Results	
Target	85,717
Applied	85,717
Deficit	0
Renewable Percentage	21.64%

RECs Available[2]	Category 0 (PCC 0)	Category 1 (PCC 1)	Pre June 2010 PCC 1	Category 2 (PCC 2)	Category 3 (PCC 3)	Pre June 2010 PCC 3	Historic Carryover	Total
Eligible RECs Retired	92,842	0	0	0	0	0		92,842
Prior Balances Available	2,336	0	0	0	0	0	0	2,336
Total RECs Available	**95,178**	**0**	**0**	**0**	**0**	**0**	**0**	**95,178**

RECs Applied	Category 0 (PCC 0)	Category 1 (PCC 1)	Pre June 2010 PCC 1	Category 2 (PCC 2)	Category 3 (PCC 3)	Pre June 2010 PCC 3	Historic Carryover	Total
RECs Applied to CP 2	**85,717**	**0**	**0**	**0**	**0**	**0**	**0**	**85,717**

RPS Portfolio Balance Requirements (MWh)[3]	
Category 1 Balance Requirement	0
Category 1 Requirement Deficit	0
Category 3 Balance Limitation	0
Category 3 Disallowed	0

Optional Compliance Measures Applied	
Cost Limitation	No
Delay of Timely Compliance	No
Portfolio Balance Reduction	No

CP 2 Excess Procurement Calculation (MWh)[4]	Category 0 (PCC 0)	Category 1 (PCC 1)	Pre June 2010 PCC 1	Category 2 (PCC 2)
Eligible RECs Retired	92,842	0	0	0
RECs Applied	-83,381	0	0	0
Deductions	0	0	0	0
Accumulated in CP 2	**9,461**	**0**	**0**	**0**

Balance of Excess Procurement and Historic Carryover (MWh)	Category 0 (PCC 0)	Category 1 (PCC 1)	Pre June 2010 PCC 1	Category 2 (PCC 2)	Historic Carryover
Beginning Balance	2,336	0	0	0	0
Applied in CP 2	-2,336	0	0	0	0
Accumulated in CP 2	9,461	0	0	0	
Ending Balance	**9,461**	**0**	**0**	**0**	**0**

1. "Soft Target" is defined in section 3201 of the *RPS POU Regulations*.
2. Total RECs Available does not include Disallowed PCC 3 RECs.
3. Calculated as specified in section 3204(c) of the *RPS POU Regulations*.
4. Calculated as described in the *RPS Verification Methodology Report, Second Edition* and in section 3206(a)(1) of the *RPS POU Regulations*.

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CITY OF BANNING
RESOLUTION

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Matthew Hamner, Chief of Police**

MEETING DATE: **August 27th, 2019**

SUBJECT **Adopt Resolution No. 2019-99, Authorizing the Police Department to use Innovative Emergency Equipment to Equip Three New Police Patrol Vehicles with Emergency Equipment in an amount not to exceed $34,020 under Riverside County Contract #SHARC- 005516-006-09/19.**

RECOMMENDATION:

Adopt Resolution 2019-99, Authorizing the Police Department to utilize Innovative Emergency Equipment to outfit three new patrol vehicles with emergency equipment, in an amount not to exceed $34,020, under Riverside County Contract #SHARC-005516-006-09/19. The project amount includes a 5% contingency.

JUSTIFICATION:

The new patrol vehicles will require the purchase and installation of equipment necessary for them to be deployed in the field. This equipment includes but is not limited to radios, computers, cameras, emergency lights, gun racks, seat cages, and other associated equipment. To save funds, the police department intends on reusing vehicle radios, which are still in good working condition.

BACKGROUND:

On February 13, 2018, the Banning City Council adopted Resolution 2018-15 authorizing the purchase of these new patrol vehicles.

The contract the Banning Police Department is requesting to "Piggy Back" on for emergency equipment purchases, removal, and installation was adopted on September 9, 2016 by the Riverside County Board of Supervisors and is in effect through September 30, 2019.

FISCAL IMPACT:

The cost for equipping the new patrol vehicles will be covered by existing funds in the Supplemental Law Enforcement Services Allocation (SLESA) account. Subsequently, no general funds are required.

OPTIONS:

1. Adopt Resolution 2019-99
2. Reject Resolution 2019-99 and provide direction to staff.

STRATEGIC PLAN OBJECTIVE:

This request supports the City's strategic goal related to "Public Health and Safety".

ATTACHMENT:

Resolution 2019-99
Resolution 2018-29
Resolution 2018-15
Riverside County Contract (SHARC-005516-006-09/19)
Innovative Emergency Equipment Quotes

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1
Resolution 2019-99

RESOLUTION 2019-99

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE POLICE DEPARTMENT TO UTILIZE INNOVATIVE EMERGENCY EQUIPMENT FOR THE PURCHASE, REMOVAL, AND INSTALLATION OF EQUIPMENT NECESSARY TO OUTFIT THREE NEW PATROL POLICE VEHICLE UNDER RIVERSIDE COUNTY CONTRACT #SHARC-05516-006-09/19 IN AN AMOUNT NOT TO EXCEED $34,020.00.

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and,

WHEREAS, emergency equipment in patrol police vehicles is necessary for their deployment in the field; and,

WHEREAS, purchases in excess of $25,000 require City Council approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning hereby authorizes the Banning Police Department to utilize Innovate Emergency Equipment for the purchase and installation of emergency equipment necessary to outfit three new patrol police vehicles using Riverside County Contract #SHARC-05516-006-09/19 in an amount not to exceed $ 34,020.00 The Finance Department is authorized to make the necessary budget adjustments related to these funds, including the amendment of the current Purchase Order (029604) with Innovative Emergency Equipment.

SECTION 1. 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 27th day of August 2019.

_____
Arthur L. Welch, Mayor
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT

_____
Kevin G. Ennis, Esq.
City Attorney

ATTEST

_____
Daryl Betancur, Deputy City Clerk
City of Banning

CERTIFICATION

I, Daryl A. Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the forgoing Resolution 2019-99 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 27th day of August 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

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

ATTACHMENT 2
Resolution 2018-29

RESOLUTION 2018-29

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE POLICE DEPARTMENT TO UTILIZE INNOVATIVE EMERGENCY EQUIPMENT FOR THE PURCHASE, REMOVAL, AND INSTALLATION OF EQUIPMENT NECESSARY TO OUTFIT FIVE NEW POLICE VEHICLES AND REPLACE PURSUIT LIGHT BARS ON EXISTING PATROL VEHICLES WITH AN UPGRADED MODEL UNDER RIVERSIDE COUNTY CONTRACT #SHARC-05516-006-09/19 IN AN AMOUNT NOT TO EXCEED $62,978.00.

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and,

WHEREAS, emergency equipment in police vehicles is necessary for their deployment in the field; and,

WHEREAS, purchases in excess of $25,000 require City Council approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning hereby authorizes the Banning Police Department to utilize Innovate Emergency Equipment for the purchase, removal, and installation of equipment necessary to outfit five new police vehicles and replace pursuit light bars on existing patrol vehicles with an upgraded model using Riverside County Contract #SHARC-05516-006-09/19 in an amount not to exceed $ 62,978. The Finance Department is authorized to make the necessary budget adjustments related to these funds, including the amendment of the current Purchase Order (028699) with Innovative Emergency Equipment.

PASSED, APPROVED, AND ADOPTED this 27th day of March 2018.

George Moyer, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

Kevin G. Ennis, Esq.
City Attorney

ATTEST

Sonja De La Fuente
Deputy City Clerk
City of Banning

CERTIFICATION

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the forgoing Resolution 2018-29 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 27th day of March, 2018, by the following vote, to wit:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

ATTACHMENT 4

Riverside County Contract SHARC-00516-006-09/19

PERSONAL SERVICE AGREEMENT

for

SHERIFF VEHICLES-EQUIPMENT INSTALLATION/LABOR AND REMOVAL

between

COUNTY OF RIVERSIDE

and

INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC. DBA: INNOVATIVE EMERGENCY EQUIPMENT

SEP 27 2016 3-28

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This Agreement, made and entered into this 20th day of September, 2016, by and between Innovative Design and Sheet Metal Products, Inc. (Dba: Innovative Emergency Equipment), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B. and Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through September 30, 2019 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed eight hundred thousand dollars ($800,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

SHERIFF FLEET SERVICES
7195 ALESSANDRO BLVD
RIVERSIDE, CA 92506
ATTN: FLEET SERGEANT

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**SHARC-05516-006-09/19**); Vehicle Identification Number ("VIN"), unit number and date of delivery to the CONTRACTOR's facility; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) The CONTRACTOR (s) shall submit invoices to Sheriff's Fleet after inspection and acceptance by the COUNTY.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and.

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR: or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement: and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents. and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of

competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff Department, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Sheriff Fleet Services
7195 Alessandro Blvd
Riverside, CA 92506
Sgt. John Carlberg

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Innovative Design and Sheet Metal Products, Inc.
(Dba: Innovative Emergency Equipment)
1616 Marlborough Ave. Unit S-1
Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the COUNTY. or 2) procure a bond which guarantees payment of losses and related investigations, claims administration. and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith. unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
John J. Benoit, Chairman
Board of Supervisors

Dated: SEP 27 2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Neal Kipnis,
Deputy County Counsel

Innovative Design and Sheet Metal Products, Inc.
(DBA: Innovative Emergency Equipment)

By: _____
Name: James Wood
Title: President

Dated: Sep. 2, 2016

EXHIBIT A
SCOPE OF SERVICE

A. CONTRACTOR REQUIREMENTS

1. CONTRACTOR shall provide equipment, labor/installation and removal services as ordered by the COUNTY for all active, retired duty and service vehicles for the Sheriff Department. The CONTRACTOR shall provide product usage reports to satisfactorily support the COUNTY. The COUNTY shall order products that are identified as approved items that are listed in the Sheriff's Vehicle Specifications Manual 2016, as necessary.

    a. The Sheriff's Department shall have the CONTRACTOR build patrol, stealth, and plain vehicles to be determined by the Sheriff Fleet Department. Current vehicle types are as follows: Ford: Crown Victoria Patrol Cars, Ford: Crown Victoria Stealth Cars, Ford: Expedition Patrol Cars, Ford: Expedition Stealth Cars, and Ford: Utility Interceptors, Chevrolet Caprice and Dodge Chargers.
    b. The CONTRACTOR shall be responsible for providing the product inventory's, manpower resources, and/or production equipment.
    c. The Sheriff Department may evaluate other possible patrol vehicles at the discretion of the Sheriff Department.

2. The Sheriff Department may order Specialty Vehicles from time to time during the year that may include Patrol K-9 adaptations, Forensic Trucks, Bomb Squad Vehicles, S.E.R.T. Vehicles (Sheriff's Emergency Response Team), S.E.B. Vehicles (Special Enforcement Bureau/SWAT), Correction Transportation Vehicles and Coroner Vehicles.

3. The "Specialty Vehicles" are custom built by the CONTRACTOR, and these specialty vehicles may vary from vehicle to vehicle depending on what type of equipment is needed by the Sheriff station or specialized unit. There is no definitive specification book associated with these types of specialty vehicles because of the constant changes in the equipment requirements.

4. The CONTRACTOR shall strip a combination of patrol, stealth, and plain vehicles. The CONTRACTOR shall remotely strip non-drivable vehicles (out of service & collision totals) at the at various COUNTY locations in Moreno Valley, Murrieta (Southwest Temecula), Rubidoux and Indio.

5. Vehicle strips may include, but not limited to, the removal of:
    a. All emergency lighting equipment and siren
    b. Police radio, scanner, and mobile data computer
    c. Partition cages or K-9 kennels
    d. All gun racks
    e. Metal trunk boxes and trays
    f. Fire extinguisher
    g. Rear plastic seat and seat belts

6. The COUNTY shall have the best pricing, based on the economies of scale, for those items specifically identified in the Sheriff's Vehicle Specification Manual 2016. The COUNTY is to receive the lowest price for those identical/similar items as listed in Exhibit B of the Agreement.

7. Commodities that the Riverside COUNTY Sheriff's Department, COUNTY Agencies, or Contract Cities may **not** acquire from the Agreement are items that would be identified as a fire-arm (weapon) or the ammunition and accessories for such equipment.

8. The CONTRACTOR shall deliver, and shall have "will-call" delivery product inventory as needed for the Sheriff Department.

9. Pricing will be all inclusive of any vendor vehicle pick-up or delivery fees, should the Sheriff Department personnel not be able to provide that service. The Sheriff Department personnel may bring either a new vehicle or a retired vehicle with them when notified by the CONTRACTOR of a completed new vehicle installation or the completion of a vehicle "strip-out."

11. CONTRACTOR pricing shall be accurate to the type of Sheriff's vehicle being built and or stripped (i.e.: a plain Sheriff's vehicle build or strip is expected to be far less than the same for a patrol vehicle equipped with a Mobile Data Computer (MDC) and emergency lighting.

12. The CONTRACTOR shall provide a unit price for the individual products as noted in the Exhibit B and extend those prices to the vehicle type as specified. The COUNTY of Riverside, Sheriff's Department requests that unless an item is discontinued, substitutes are subject to prior review and written approval by the COUNTY.

    a. Special Equipment:

        i. The CONTRACTOR shall make the necessary commitment to provide equipment and trained personnel, at the CONTRACTOR'S location, to support the volume of vehicles the Sheriff's Department requires to maintain its operations and fleet levels.
        ii. The CONTRACTOR shall be required to have access to a custom fabrication shop that would allow for the many and various vehicle builds and subsequent installations that arise from various needs and specialty configurations of the department.
        iii. The CONTRACTOR shall have made or have made a "one-piece electrical wiring harness" to be installed in the Sheriff's vehicles to maintain consistency in installation of equipment and ease in trouble shooting electrical problems. NO EXCEPTIONS.

13. Equipment: The COUNTY reserves the right to have equipment/parts installed that are of equal design, form, fit, and function. The COUNTY reserves the right to specify or make changes on equipment for the duration of the Agreement.

B. OPERATIONAL SPECIFICATIONS

1. CONTRACTOR shall contact the Sheriff's Department personnel to identify all vehicle service equipment/parts that will be stocked at the CONTRACTOR'S location. This shall be accomplished within 30 days of the approved Agreement. This shall repeat itself every year and prior to the renewal of the Agreement. This is necessary to adjust for rolling stock changes within the Sheriff's

Department. By mutual agreement between the CONTRACTOR and the COUNTY, available inventory of equipment/parts shall be determined using expected weekly production output based on monthly or yearly vehicle installation projections.

2. The CONTRACTOR shall be committed to the "Maximum" production/delivery time required to complete the projected number of vehicle installations. The CONTRACTOR shall complete a single vehicle installation in five (5) business days. The CONTRACTOR shall commit to a service satisfaction level (i.e.95%) and to make the necessary investment in "on-hand inventory of equipment/parts" and service personnel to maintain this Agreement. The CONTRACTOR shall monitor their local and back-up inventories on a regular basis and coordinate their replenishment orders with the supplying factory to take into account lead time and production schedules, and sales to other user agencies, and to insure that the Riverside County Sheriff Department shall be serviced in a proper manner to this Agreement.

   a. *Should it be determined that the CONTRACTOR has not made the necessary commitment to service the COUNTY with proper inventory stocking levels, demonstrated poor performance, or poor quality of workmanship to the Riverside County Sheriff's Department, the Riverside County Sheriff Department may issue a thirty (30) day notice to rescind the balance of this Agreement shall and will be issued by COUNTY on behalf of the Sheriff's Department. Frequent late deliveries of completed vehicle installations or consistent failure to meet delivery of vehicles without valid and justified reasons may result in cancellation of the entire award/contract and/or possible removal from the bid list.*

3. DELAYS: If a delay is foreseen in the availability of any part, an accessory (of any type), or piece of equipment required to complete the vehicle installation as ordered by the Riverside County Sheriff Department personnel, or any of the above items that are normally considered an "In-Stock" inventory item, the CONTRACTOR shall give thirty (30) day prior written notice to the Sheriff's Department and to the Riverside County Purchasing. This notice shall detail the exact nature of the delay and the date of when the item will be received by the CONTRACTOR to be available in inventory and ready for installation. The Sheriff Department and Riverside County Purchasing Department has the right to extend the delivery due date if reasons appear to be reasonable, at the sole discretion of the COUNTY. The CONTRACTOR must keep the Sheriff Department personnel advised at all times of the status of the delay. Default in "promised delivery" (without acceptable reasons) or failure to meet specifications, authorizes the Sheriff Department and Riverside County Purchasing Department to purchase the parts, accessories, or equipment elsewhere and charge full increase in cost and handling to the defaulting CONTRACTOR.

4. EQUIPMENT PICK-UP: The CONTRACTOR shall notify the Sheriff Department Fleet Unit, managing sergeant only after the required equipment has been completely and successfully installed of the previously delivered COUNTY vehicle; and that this vehicle has successfully completed and passed functionality testing of the installed equipment prior to pick-up from the Riverside County Sheriff Department. A delivery/check-out form, for each vehicle, shall also have been prepared, annotated, and ready for the vehicle pick-up inspection. CONTRACTOR delivery/inspection procedure is important; and that in the event a completed delivery is not made as required by the COUNTY, or the per vehicle delivery/inspection time has been prolonged due to on-site repairs of

equipment or installation defects on that vehicle, liquidated damages of $70.00 per hour will be assessed for the total combined extended waiting times on those vehicles at the end of the month. The CONTRACTOR will be allotted a total combined waiting time (down time) for minor installation repairs of one (1) hour per month. Excess hours of waiting time (down-time), beyond the one (1) hour, will be "charged-back" to the CONTRACTOR. In the event such liquidated damages are assessed by the COUNTY, the COUNTY shall deduct the amount thereof from any moneys due or that may come due to the CONTRACTOR under this Agreement.

5. INSTALLATION LOCATION: The Riverside COUNTY, Sheriff Fleet Services Department is located in the metropolitan area of Riverside, California. The CONTRACTOR installation site shall be located within this area. CONTRACTOR shall be responsible for transporting all vehicles to and from the Riverside COUNTY, Sheriff's Department Communication Center located at 7195 Alessandro Blvd., Riverside, California 92506. Should a delivered vehicle be required to be returned back to the "out-of-the-area" CONTRACTOR, for reason(s) that the CONTRACTOR caused, then a $70.00 per hour charge-back" will be assessed back to the CONTRACTOR for each day the vehicle is unable to be placed into service. The Riverside COUNTY, Sheriff's Fleet Services personnel will not be responsible for transporting said vehicle to or from the out-of-the-area CONTRACTOR.

6. SERVICE CENTER: The CONTRACTOR shall have the ability and experience to service (Emergency Vehicle Lighting Equipment) upon commencement of the Agreement. The CONTRACTOR is not required to be an authorized manufacture warranty repair center, it is expected that the CONTRACTOR will handle all warranty claims.

7. ALTERATIONS: Any alterations to the specifications, without the written approval of the Sheriff Department Fleet Services personnel and the Purchasing Agent, will be considered not compliant.

8. CONTRACT QUANTITIES: The quantities in the Agreement are not guaranteed and are given for information purposes only to the CONTRACTOR. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the Agreement period.

    a. Quantities shown or discussed shall not be construed to represent any amount of which the COUNTY shall be obligated to purchase under the Agreement, or relieve the CONTRACTOR of the obligation to fill all vehicle installation orders placed by the COUNTY.
    b. The COUNTY shall NOT guarantee any order of a specific quantity on any vehicle installation, type of vehicle installation, or vehicle strip-out.
    c. The COUNTY does not guarantee any amount of services or products to any vendor or vendors. If the CONTRACTOR is unable to perform to the requirements as stated in the Agreement, the COUNTY reserves the right to assign work to another CONTRACTOR in order to maintain Sheriff Fleet Vehicles for Public Safety at any time.

9. WARRANTY: CONTRACTOR shall provide a warranty that includes all parts and labor, which includes all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR warranty. CONTRACTOR warranty for workmanship shall be for two (2) years. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment

that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.

10. CONTRACTOR SITE LOCATION SECURITY: CONTRACTOR shall provide site security at their location with no additional charge to the COUNTY. Site security shall be maintained 24 hours a day/365 days a year. All COUNTY vehicles that are in the possession of the CONTRACTOR shall be responsible for any and all damages while they are at the CONTRACTORS site. If any COUNTY vehicle is driven on public roads by the CONTRACTOR, they must have the proper insurance to be provided to the COUNTY and are responsible for any and all damages while in the possession of the CONTRACTOR. COUNTY vehicles that are outfitted with approved equipment shall be placed inside the CONTRACTOR's building when the CONTRACTOR is closed.

C. CALIFORNIA STATE BOARD OF EQUALIZATION

1. The California State Board of Equalization ("BOE") has determined that labor charge for installing parts or accessories to a **new vehicle** is fabrication labor subject to sales tax. Pursuant to the 60 Day Rule, a vehicle is considered new if it entered the CONTRACTOR's facility for vehicle-equipment installation within 60 days of the date the vehicle is registered with the California Department of Motor Vehicles ("DMV") as a new vehicle.

2. Based on the 60 Day Rule, COUNTY agrees to pay California sales tax to the CONTRACTOR on the labor performed by CONTRACTOR for installing equipment to new County vehicles during the term of this Agreement if the CONTRACTOR's invoice includes such sales tax. CONTRACTOR acknowledges and agrees that the COUNTY is not liable for any penalties and/or interests which may be owed by the CONTRACTOR to the State of California relating to sales tax.
   Within thirty (30) days of COUNTY's written request, CONTRACTOR shall refund the COUNTY any California sales tax that was paid by the COUNTY on labor performed by the CONTRACTOR for installing equipment to County vehicles if such vehicles entered the CONTRACTOR's facility for vehicle-equipment installation after 60 days such vehicles registered with the DMV as new vehicles.

3. In regards to County vehicles entering CONTRACTOR's facility for vehicle-equipment installation on or after May 1, 2016, the COUNTY agrees to provide the CONTRACTOR with a copy of the DMV registration as a new vehicle when available. CONTRACTOR shall not delay its performance of services under this Agreement based upon lack of receipt of such DMV registration."

EXHIBIT B
PAYMENT PROVISIONS

	Alternate Specification	
Patrol Utility Interceptor:	Code 3 2100 Series	
Cost for Equipment/Materials:	$	6,212.32
Cost for Installation:	$	2,080.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	663.39
Complete Cost	$	8,955.71
Payment Term Discount	$	179.11
Cost after Payment Term Discount	$	8,776.60
Commander's Vehicles:		
Cost for Equipment/Materials:	$	1,347.50
Cost for Installation:	$	650.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	159.80
Complete Cost	$	2,157.30
Payment Term Discount	$	43.15
Cost after Payment Term Discount	$	2,114.15
Corrections Stealth Utility Interceptor		
Cost for Equipment/Materials:	$	6,212.32
Cost for Installation:	$	2,080.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	663.39
Complete Cost	$	8,955.71
Payment Term Discount	$	179.11
Cost after Payment Term Discount	$	8,776.60
Patrol Stealth Utility Interceptor, Expedition or Caprice Models		
Cost for Equipment/Materials:	$	6,222.82
Cost for Installation:	$	2,080.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	$	664.23
Complete Cost	$	8,967.05
Payment Term Discount	$	179.34
Cost after Payment Term Discount	$	8,787.71
VEHICLE STRIP OUT		
Patrol Utility Interceptor: per vehicle	$	325.00
Patrol Stealth Utility Interceptor: per vehicle	$	325.00
Patrol Expedition: per vehicle	$	325.00
Patrol Stealth Expedition: per vehicle	$	325.00

Corrections Stealth: per vehicle	$	325.00
Commander's Stealth: per vehicle	$	195.00

CONTRACTOR Payment Terms: 2%-10, Net 30.

ATTACHMENT 3

Resolution 2018-15

RESOLUTION NO. 2018-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AUTHORIZING THE BANNING POLICE DEPARTMENT TO PURCHASE THREE (3) FORD POLICE INTERCEPTOR PATROL SEDANS AND TWO (2) FORD FUSIONS IN AN AMOUNT NOT TO EXCEED $122,128.00

WHEREAS, the City of Banning Police Department is responsible for the security and safety of the Citizens of the City; and,

WHEREAS, the City of Banning Police Department operates a 24 hour a day operation; and,

WHEREAS, it is imperative the Banning Police Department maintain the optimal level of transportation for its officers to complete their assignments; and,

WHEREAS, there is a need to replace vehicles.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning authorizes the Banning Police Department to purchase three (3) 2018 Ford Police Interceptor Patrol Sedans and two (2) 2018 Ford Fusions through The National Auto Fleet Group in an amount not to exceed $122,128 using Measure J Funds approved for public safety use by the Banning City Council on January 9, 2018. The Finance Department is hereby authorized to make the necessary budget transfers and adjustments related to this purchase.

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

George Moyer, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

Kevin G. Ennis, City Attorney
Richards Watson & Gershon

ATTEST

Sonja De La Fuente, Deputy City Clerk
City of Banning

CERTIFICATION

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the forgoing Resolution No. 2018-15 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 13th day of February, 2018, by the following vote, to wit:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

ATTACHMENT 5

Innovative Emergency Equipment Quotes

Estimate

Date	Estimate #
7/29/2019	2769

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507
(951)222-2270

Name / Address
CITY OF BANNING POLICE DEPT. 99 E. RAMSEY ST. P.O. BOX 998 BANNING CA. 92220

Unit Number
72

Item	Description	Qty	Rate	Total
65 PER HOUR	LABOR 65.00 PER HOUR TO REMOVE FROM OLD UNIT AND INSTALL CUSTOMER SUPPLIED CAMERAS, COMPUTER AND RADIO ALONG WITH THE PARTS LISTED	39	65.00	2,535.00
	FRONT:			
ENFLBS1248-BA...	48" MULTI-COLORED nFORCE LIGHTBAR PER BANNING SPEC'S	1	1,857.11	1,857.11T
5039T-2L51	TEXTURED PUSH BUMPER FOR 2013-2019 INTERCEPTOR SEDAN (TAURUS) , nFORCE READY	1	329.41	329.41T
MR6MC-RB	MR6 MULTI-COLORED LIGHT RED/BLUE	2	69.60	139.20T
C3100-RSO	100W SPEAKER W/ UNIVERSAL MOUNTING BRACKET	2	132.25	264.50T
950-RSO	HEADLIGHT FLASHER WITH SEPARATE TRIGGERS PER SIDE	1	39.37	39.37T
	SIDE:			
M180SMC-BW-R...	INTERSECTION / MIRROR / PUDDLE LIGHT 180 DEGREE BLUE/WHITE	1	104.40	104.40T
M180SMC-RW-R...	INTERSECTION / MIRROR / PUDDLE LIGHT 180 DEGREE RED/WHITE	1	104.40	104.40T
BSM-BKT-PI	M180 Intersection Light Bracket, Below Side Mirror, 2012+ PI SEDAN Fits MR6 OR M180 (SET)	1	29.02	29.02T
	REAR:			
HB6PAK-B-RSO	6-PACK LED Hide-A-Blast STROBE BLUE	2	51.48	102.96T
ETFBSSN-P	TAIL LIGHT FLASHER	1	53.44	53.44T
	INTERIOR:			

Subtotal	
Sales Tax (7.75%)	
Total	

Estimate

Date	Estimate #
7/29/2019	2769

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507
(951)222-2270

Name / Address
CITY OF BANNING POLICE DEPT. 99 E. RAMSEY ST. P.O. BOX 998 BANNING CA. 92220

Unit Number
72

Item	Description	Qty	Rate	Total
ETSA482RSP	nERGY® 400 Series Remote Siren w/ Button Control, 10-16v - for one 100 watt speaker	1	589.38	589.38T
3450.	Banshee low frequency siren	1	245.80	245.80T
5CARFI121220	MOLDED AEDEC REAR PRISONER TRANSPORT SEAT WITH CENTER PULL BELTS, 2012-2016 INTERCEPTOR SEDAN (TAURUS)	1	574.47	574.47T
INV-TAURUS-D...	TAURUS LOWER DOOR PANELS (SET)	1	149.75	149.75T
WK0513ITS12	2012-2019 STEEL WINDOW BARRIERS, VERTICAL, FORD INTERCEPTOR SEDAN (INCLUDES FREIGHT)	1	258.93	258.93T
INV-SWNG-SCR...	EXPEDITION / TAHOE/ SEDAN/ EXPLORER MDC SWING SCREEN /TABLET MOUNT	1	150.00	150.00T
INV-TAURUS-C...	CUSTOM DESIGN CENTER CONSOLE WITH ARM PADS AND CUP HOLDERS FOR 2017 FORD TAURUS	1	289.00	289.00T
L-5/18-RSO	18' GOOSENECK LITTLITE (MAP LIGHT)	1	49.63	49.63T
INV-MIC STAND...	DUAL MIC STAND WITH CLIPS	1	15.00	15.00T
INNOVATIVE	DUAL GUN RACK WITH LOCKS	1	235.02	235.02T
INNOVATIVE	OVERHEAD WEAPON RACK customer supplied	0	95.00	0.00T
SC-1.	SC-1 STANDARD GUN LOCK ELECTRIC W #2 KEY OVERRIDE (SMALL SHOT GUN) customer supplied	0	57.20	0.00T
5700W	UNIVERSAL FRONT PARTITION, SLIDING WINDOW (NO BRACKETS)	1	524.57	524.57T
570811	TRANSFER KIT FOR 2013-2019 FORD (TAURUS) INTERCEPTER SEDAN BRACKETS FOR FRONT PARTITION	1	161.06	161.06T
5700FTR	2013-2017 FORD (TAURUS) INTERCEPTER SEDAN RECESSED PANEL AND LOWER EXTENSION PANELS FOR FRONT PARTITION	1	191.96	191.96T
INNOVATIVE	FORD SEDAN HINGING ELECTRONIC TRAY W/ BOARD	1	235.95	235.95T

Subtotal	
Sales Tax (7.75%)	
Total	

Estimate

Date	Estimate #
7/29/2019	2769

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507
(951)222-2270

Name / Address
CITY OF BANNING POLICE DEPT. 99 E. RAMSEY ST. P.O. BOX 998 BANNING CA. 92220

Unit Number
72

Item	Description	Qty	Rate	Total
	MISC:			
AX-500-RSO	ANSUL 5LB ABC FIRE EXTINGUISHER 2A10BC	1	45.24	45.24T
AX-860-RSO	AMEREX 5 LB FIRE EXT HEAVY DUTY VEHICLE BRACKET W/ DOUBLE RUBBER STRAPS	1	26.28	26.28T
ANXMB8U-RSO	3/4' HOLE NMO STYLE BRASS MT W/17' RG58U COAX & NO CONNECTOR	2	13.41	26.82T
4906.	HI-AMP BUSSMAN CIRCUIT BREAKER 150 AMP	1	29.85	29.85T
INV-TOPHAT-B...	TOP HAT BRACKET	1	45.50	45.50T
7601B	TDR SERIES, 140 A TIME DELAY RELAY TOP HAT	1	122.44	122.44T
5026B.	12 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	1	36.61	36.61T
5028B.	6 POSITION MARINE FUSE BLOCK W/ COVER	1	23.14	23.14T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, POWDER COAT,SPLIT LOOM, RELAYS, ETC.	1	120.00	120.00T
INV-HARNESS TALLEY.	NEW COMPLETE WIRE HARNESS KIT MMKSMW-305-3C002C-BLK-180	1	269.00	269.00T
INV-ISUV-FB-RSO	FLARE BOX LID, EXPANDED METAL BOTTOM, MAGNET, AND FLARE LABEL	1	109.36	109.36T
		1	24.50	24.50T
	*ALL NOTED COST IS BASED ON THE CURRENT RSO CONTRACT NUMBER SHARC-05516-006-09/19			

Subtotal	$10108.07
Sales Tax (7.75%)	$586.91
Total	$10,694.98

Estimate

Date	Estimate #
7/29/2019	2749

INNOVATIVE EMERGENCY EQUIPMENT
1616 Marlborough Ave. #S-1
Riverside, CA 92507
(951)222-2270

Name / Address
CITY OF BANNING POLICE DEPT. 99 E. RAMSEY ST. P.O. BOX 998 BANNING CA. 92220

Unit Number
73

Item	Description	Qty	Rate	Total
65 PER HOUR	LABOR 65.00 PER HOUR TO REMOVE FROM OLD UNIT AND INSTALL CUSTOMER SUPPLIED CAMERAS, COMPUTER AND RADIO ALONG WITH THE PARTS LISTED	39	65.00	2,535.00
	FRONT:			
ENFLBS1248-BA...	48" MULTI-COLORED nFORCE LIGHTBAR PER BANNING SPEC'S	1	1,857.11	1,857.11T
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950-RSO	HEADLIGHT FLASHER WITH SEPARATE TRIGGERS PER SIDE	1	39.37	39.37T
	SIDE:			
M180SMC-BW-R...	INTERSECTION / MIRROR / PUDDLE LIGHT 180 DEGREE BLUE/WHITE	1	104.40	104.40T
M180SMC-RW-R...	INTERSECTION / MIRROR / PUDDLE LIGHT 180 DEGREE RED/WHITE	1	104.40	104.40T
BSM-BKT-PI	M180 Intersection Light Bracket, Below Side Mirror, 2012+ PI SEDAN Fits MR6 OR M180 (SET)	1	29.02	29.02T
	REAR:			
HB6PAK-B-RSO	6-PACK LED Hide-A-Blast STROBE BLUE	2	51.48	102.96T
ETFBSSN-P	TAIL LIGHT FLASHER	1	53.44	53.44T
	INTERIOR:			

Subtotal	
Sales Tax (7.75%)	
Total	

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director/Interim ASD
Shiloh Rogers, Purchasing Manager

MEETING DATE: August 27, 2019

SUBJECT: Adopt Resolution 2019-102, Awarding a Five (5) Year Professional Services Agreement to Wells Fargo Bank for Government Banking Services.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2019-102

1. Awarding a five (5) year Professional Services Agreement for Government Banking Services to Wells Fargo Bank.

2. Authorize the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for Government Banking Services.

3. Authorizing the City Manager or his designee to execute the Professional Services Agreement with Wells Fargo Bank.

4. Authorizing the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

BACKGROUND:

The City has been banking with Wells Fargo Bank since June 1, 1983. It is a best practice to review banking services on a regular basis. It was mutually agreed upon by the Budget and Finance Committee and staff that it was time to test the market for banking services and determine the best solution for the City based on current needs by evaluating all interested options and solutions.

As a best practice, the City released RFP No. 19-029 for Government Banking Services on February 5, 2019 with proposals due to the City on March 14, 2019 before 2:00 PM.

The RFP contained the following summarized key elements in the Scope of Work along with more detailed information that can be found in the RFP solicitation (see attached).

> The City is seeking to enter into contract with a bank that has demonstrated its ability to provide the following services (Section 5 of the RFP):
>
> - Demand Deposit Accounts, Statements and Notices
> - ACH, Wire, and Other Transfers
> - State Activity (LAIF)
> - Deposit Activity
> - Remote Deposit Capture
> - Account Reconciliation/Positive Pay
> - Balance & Detail Report
> - Corporate Credit Cards and Rebate
> - Fraud Management and ACH Fraud Filter
> - On-line Bill Payment Processing – Customer Payments
> - POS systems
> - Merchant Services-Credit card processing
> - PCI Compliance
> - Returned Item Services
> - Lockbox Services

RFP No. 19-029 was released via the City's centralized bidding system. There were 12 firms preregistered for Banking RFPs, and a total of 18 firms became prospective bidders. Out of those prospective bidders, the City received five proposals by the deadline.

After a thorough review of the proposals by four evaluation panel members (three internal and one external), the City selected the top four ranking banks to give a brief presentation to the Budget and Finance Committee.

Following the presentations, there were additional questions that Staff and the Budget and Finance Committee had regarding banking services, and so the it was determined that the evaluation process would proceed into subsequent interviews for the top ranking banks before recommending award to the full City Council.

On August 19, 2019, the top four banks were interviewed by the original proposal evaluation panel along with the City Manager. Each question had a percentage value assigned to it based on the City's priorities and desired functionality. Each bank was scored on their answers out of a highest possible score of 100%.

After interviews concluded, all score sheets were turned in to the Purchasing Officer to tabulate the interview scores, and then to tabulate the final cumulative overall scores. Subsequently, the original proposal evaluation scores along with the interview

evaluation scores were combined to determine highest overall scoring candidate. The results are summarized in the table below:

RFP No. 19-029 – Government Banking Services	Proposal Evaluation Total	Interview Evaluation Total	Combined Total Score	Rank
Wells Fargo Bank	310.26	443	753.26	1
JPMorgan Chase	276.66	376	652.66	2
Bank of the West	289	326	615	3
The Bank of Hemet	249.88	318	567.88	4

OPTIONS:

1. Approve the recommendation to award a (5) year Professional Services Agreement for Government Banking Services to Wells Fargo Bank

2. Reject the recommendation to award a (5) year Professional Services Agreement for Government Banking Services to Wells Fargo Bank

FISCAL IMPACT:

The Fiscal Impact is dependent upon the balance kept in the bank account. Based on the proposal response, if the City maintains an average of seven (7) million-dollar balance, the 1.25% earnings credit rate (ECR) will offset the banking fees to $0.00. Additionally, Merchant Services charges are separated from banking fees with all banking institutions as they are based on credit card usage and interchange rates governed by Visa and MasterCard.

ATTACHMENTS:

1. Resolution 2019-102
2. RFP No. 19-029 Government Banking Services
3. Wells Fargo Proposal
4. Wells Fargo Presentations.
5. Professional Services Agreement

Approved by:

PP: YF Sampson

Douglas Schulze
City Manager

ATTACHMENT 1
Resolution 2019-102

RESOLUTION 2019-102

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A FIVE (5) YEAR PROFESSIONAL SERVICES AGREEMENT TO WELLS FARGO BANK PURSUANT TO RFP 19-029 FOR "GOVERNMENT BANKING SERVICES"

WHEREAS, The Budget and finance Committee along with staff determined that it was necessary to test the market by issuance of a Request for Proposals (RFP) for banking services to evaluate banking solutions that can best suit the City's needs and desired functionalities; and

WHEREAS, on February 5, 2019, the City released to the public, RFP No. 19-029 for Government Banking Services, on the City's centralized electronic bidding system resulting in five (5) proposals which were received from banking institutions by the RFP deadline of March 14, 2019 before 2:00 PM.; and

WHEREAS, an evaluation panel of four (4) individuals (three internal and one external) were selected to independently evaluate the five (5) banking proposals based upon a set of weighted scoring criteria which was outlined in the RFP; and

WHEREAS, the evaluation scores were collected by the Purchasing Division, and tabulated to determine the ranking of each proposer based on the combined scores of the evaluation panel; and

WHEREAS, the top four (4) ranking candidates were invited to the Budget and Finance Committee meeting to present a fifteen (15) minute demonstration giving the Committee the opportunity to ask questions and give feedback to the RFP evaluation panel. From there, it was determined to be in the best interests of the City to conduct interviews with the top ranking banks; and

WHEREAS, on August 19, 2019, the top four (4) banks were interviewed by the original proposal evaluation panel along with the City Manager. The scores were collected by the Purchasing Division to tabulate the final cumulative overall scores and determine the top ranking candidate to recommend for award; and

WHEREAS, based on the extensive and thorough evaluation process, the scores determined the top ranking candidate to be Wells Fargo Bank.

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

SECTION 1. Awarding a five (5) year Professional Services Agreement for Government Banking Services to Wells Fargo Bank.

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

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 27th day of August, 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 2019-102, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

RFP No. 19-029
Government Banking Services

BANNING, CA

STAGECOACH TOWN USA

Proud History • Prosperous Tomorrow

REQUEST FOR PROPOSALS

FOR PROFESSIONAL SERVICES

FOR

Government Banking Services

RFP No. 19-029

Issued by the City of Banning Purchasing Division for:

Administrative Services Department

99 East Ramsey Street

Banning, California 92220

REQUEST FOR PROPOSALS (RFP) NO. 19-029

Government Banking 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 the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN that online price and document submittals must be uploaded to the online bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the proposer to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit http://www.planetbids.com/portal/portal.cfm?CompanyID=33077. If you are not currently registered with the City of Banning through Planet Bids, please click on the "New Vendor Registration" button and then complete the electronic supplier registration. After registering your firm, click on the "Bid Opportunities" button to view current bid opportunities. Find an active project of interest on the list to double-click on, and then click "Place e-Bid" to download solicitation documents for that project and become a prospective bidder. Proposals may only be submitted by companies who are listed as a prospective bidder on the electronic bidding website for each project that they wish to submit a response to. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda in the submittal will result in proposer disqualification.

RESPONSIVE PROPOSALS: Once listed on the prospective bidders list, companies may submit their proposals on the Planet Bids electronic bidding system. The City will not accept proposals submitted by companies who are not on the prospective bidders list, or from companies who have submitted a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.

Request for Proposals

Table of Contents

Sections

1. Introduction/Purpose
2. Schedule of Events
3. Background
4. Prerequisites
5. Scope of Services
6. General Terms and Conditions
7. Inquiries
8. Completion of Proposal
9. Delivery/Submission of Proposals
10. Alternative Proposals
11. Proposal Format and Content
12. Examination of RFP and Sites of Work
13. Addenda
14. Withdrawal of Proposal
15. Public Records
16. Evaluation of Proposals
17. Conflict of Interest
18. Rejection of Proposals
19. Protest Procedures
20. Contract Term
21. Contract Documents
22. Execution of Agreement
23. Failure to Execute Agreement
24. Cancellation

Exhibits

A. Proposal Forms (to be filled out and submitted with, and as part of proposal response)
B. Sample Professional Consultant Service Agreement

1. INTRODUCTION/PURPOSE

The City of Banning ("City") is seeking a qualified entity or individual ("Company") to provide Government Banking Services. The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.:

Event	Date	Time
Request for Proposals Released	02/05/2019	N/A
Final Questions Due	02/21/2019	Before 3:00pm PST
Responses to Questions Released	02/28/2019	N/A
Proposals Due	**03/14/2019**	**Before 2:00pm PST**
Interviews, If Needed	Week of 04/01/2019	To be determined
Tentative City Council Meeting to Consider Awarding Contract	04/23/2019	5:00pm

3. BACKGROUND

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

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

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

4. PREREQUISITES

Proposals will only be considered from Companies that meet the following prerequisites:

- Have experience under a legally registered business name in providing services of a similar type and scope as described in the Scope of Services ("Services"). Have not filed for bankruptcy under any business name over the past five (5) years.

- Have registered as a "Prospective Bidder" on the City's electronic Current Prospective Bidders List. Companies can register at:

  http://www.planetbids.com/portal/portal.cfm?CompanyID=33077

- Once registered, Companies must download this RFP by clicking "Place eBid" under their name in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this RFP will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.

- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.

5. SCOPE OF WORK

The City is seeking to enter into contract with a bank that has demonstrated its ability to provide the following services (also see Section 11: Proposal Format and Content):

- Demand Deposit Accounts, Statements and Notices
- ACH, Wire, and Other Transfers
- State Activity (LAIF)
- Deposit Activity
- Remote Deposit Capture
- Account Reconciliation/Positive Pay
- Balance & Detail Report
- Corporate Credit Cards and Rebate
- Fraud Management and ACH Fraud Filter
- On-line Bill Payment Processing – Customer Payments
- POS systems
- Merchant Services-Credit card processing
- PCI Compliance
- Returned Item Services
- Lockbox Services

6. GENERAL TERMS AND CONDITIONS

The successful company will be required to execute a Professional Consultant Services Agreement ("Agreement"). A sample is attached as Exhibit "B". The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Banning Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

7. INQUIRIES

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, PlanetBids Vendor Portal before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Shiloh A. Rogers, Purchasing Manager**, at (951) 922-3121.

The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the schedule of events section. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company

9. DELIVERY/SUBMISSION OF PROPOSALS

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the City's Electronic Bidding System, http://www.planetbids.com/portal/portal.cfm?CompanyID=33077. Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. PROPOSAL FORMAT AND CONTENT

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation.

Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

- **Mandatory Content and Sequence of Submittals:**

  All financial institutions are encouraged to be creative and innovative in responding to this RFP; discuss any creative pricing or payment options the bank can provide; describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to The City.

  A proposing bank **must** follow the instructions for preparing the proposal in the prescribed format. The proposal must include section 1 through 27, with the responses following the same order as the RFP. Each question in the RFP should be repeated and followed by the bank's response.

  If a service requirement or section of the proposal cannot be met by a Proposer, then "No Response" should be indicated in the relevant section of the proposal. An alternative equivalent service may be offered.

The information requested below will be used to evaluate the proposal. A proposal may be deemed non-responsive if they do not respond to all areas listed below. Proposals shall be clear, concise, accurate, and comprehensive.

Executive Summary Letter: The letter should be a brief formal letter that provides information regarding the bank and its ability to perform the requirements of this solicitation. This letter must include the following information: complete legal bank name (as it should appear in a contract), the address of the bank office where the relationship will be domiciled, contact person, telephone number, and e-mail address.

Responses to the RFP shall be valid a minimum of 180 days. Submissions not valid for at least 180 days will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid. This letter must be signed by an individual authorized to bind the proposing bank or by two corporate officers authorized to bind the bank as set forth in the California Corporations Code. A proposal submission with an unsigned Executive Summary Letter may result in the proposal being considered non-responsive.

Company Information: This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

Evidence of Insurance: In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B) as well as sign the Indemnifications and Insurance Statement in Exhibit "A".

City requires that licensees, lessees, and vendors have an ***approved*** Certificate of Insurance and applicable endorsement forms (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 and endorsements proving coverage as specified in contract sample.

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.

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***

Section 1 – *Table of Contents*: Table of Contents should follow the RFP format.

Section 2 – *Bank Profile*: Please respond to all of the following.

Bank Overview – General overview of bank, customer service philosophy, and identification of the primary office or branch that the Agency will be assigned to and where the Agency will conduct its banking business.

1. Experience/Capabilities/Qualifications – Describe the bank's direct experience in servicing public sector clients and what sets the bank's government banking unit apart from others. Please include: the number of public agency clients, the dollar amount of public funds on deposit, and the bank's knowledge of and adherence to the California Government Code and other applicable laws.

2. Credit Quality – Provide ratings for the bank and/or bank holding company from Standard & Poor's and Moody's. If the Proposer is not rated by these rating organizations, provide other evidence of the institution's credit quality.

3. Provide the Tier 1 Ratio, Tangible Common Equity Ratio, and Non-performing Assets/(Total loans + OREO {Other Real Estate Obligations}) based on the most recent quarterly financial statement and on the most recent two (2) audited annual financial statements.

4. Please provide the risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, and Significantly Undercapitalized).

5. Please provide the total market capitalization (stock price multiplied by shares outstanding) as of December 31, 2014, 2015, and 2016.

6. Please disclose all significant mergers or acquisitions in the last three (3) years.

7. Provide the bank's Community Reinvestment Act (CRA) rating.

8. Please disclose any regulatory actions pending by either a state or federal banking agency.

9. Relationship Management/Key Personnel – Identify the size and scope of your public banking unit, bank officers who would be responsible for The City's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

Section 3 – *References*: Please provide three (3) references that are of similar size and scope of service utilization as The City, preferably other public agencies. Include the following information for each reference that you provide general banking services:

- Contact Name and Title
- Name of Customer
- Address
- Telephone Number
- E-mail Address
- Number of Years as Customer

List and explain any situation(s) during the last 3 years in which the bank has been discharged for cause while providing general banking services.

How many government clients in the State of California have terminated general banking services from your banking institution in the last 3 years?

Section 4 – *Bank Compensation*: The City compensates for banking services primarily with compensating balances and is charged for any account analysis deficiencies. Please respond to all of the following.

1. What is the bank's Earnings Credit Rate (ECR) based on, and how is it calculated?

2. List the bank's actual ECR for the past twelve months.

3. Please explain, in detail, how and when the FDIC assessment is computed and charged and if the bank will waive the FDIC assessment fees.

4. What account analysis settlement period will be offered? Monthly, quarterly, or semi-annually? In what method is payment expected should there be an account analysis deficiency?

5. Can excess earnings credit be carried over to a subsequent billing period? If so, how many periods?

6. Please detail exactly which types of items and services can be applied against the account analysis.

7. Are detailed monthly analysis statements available for each individual account? Can the bank provide a consolidated statement showing charges for all account services?

8. Are account analysis reports available online? If so, how soon is it available?

9. What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect?

Section 5 – *Demand Deposit Accounts, Statements and Notices*: The City currently has one demand deposit account. Please respond to all of the following.

1. Does the bank offer Electronic Bank Statements whereby The City can receive its bank statement in an electronic file in a desired custom format?

2. How many days after month-end would The City receive its bank statements?

Section 6 – *ACH, Wire and Other Transfers*: The City currently initiates electronic payments and wires using an online function that is part of its electronic banking service. Please respond to all of the following.

1. Please describe the bank's online ACH transfer service capabilities and what specifically is recommended for The City's use and consideration.

2. Are same-day payments possible? Please include deadlines for same and next day payments.

3. What are the security/control features available to the Agency for the creation of non-repetitive and repetitive wire transfers? What are the security/control features for creating single ACH and batch ACH transactions?

4. Describe the protocol for initiating wires over the phone (oral wire transfers). What security measures are required to process an oral wire transfer?

5. What is the process for retrieving a wire or ACH transaction if there is an Agency error in processing a fund transfer? What is the process

for retrieving a wire or ACH transaction if there is a bank error in processing the fund transfer?

6. How is authorization levels established for fund transfers?

Section 7 – *State Activity*: The City transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis. Please respond to all of the following.

1. Is the bank an approved State of California depository? If not, please describe the process for completing these types of transactions.

2. Please describe the LAIF transfer process. Are the transfers done by telephone, terminal (ACH), fax, wire transfer, etc.?

Section 8 – *Deposit Activity*: The City currently utilizes remote deposit equipment provided by its current bank for daily deposits into its accounts as well as an armored courier to make physical deposits into accounts at the local branch. In addition, The City receives daily ACH deposits. Please respond to all of the following.

1. Please identify your branch locations closest to City Hall located at 99 E Ramsey St, Banning, CA 92220

2. Do you have remote deposit capability?

3. How do you determine and calculate availability of deposited items?

4. Do you calculate availability by item or formula?

5. Please describe the bank's returned item handling and notification procedures. Is an Automatic re-clearing option available? If so, how many times?

Section 9 – *Remote Deposit Capture*: The City currently scans checks received through the mail and transmits for deposit (Creditron). Please describe your institution's capabilities of transmitting deposits via desktop.

Section 10 – *Account Reconciliation/Positive Pay*: The City currently issues approximately 420 accounts payable checks monthly and 20 ACH/Wire payments. It is The City's desire to utilize full account reconciliation online reporting, including Positive Pay, for checks issued. Please respond to all of the following.

1. Does the bank offer full account reconciliation and positive pay with data transmission capabilities? If so, please describe the service.

2. Describe the bank's stop payment service and features. Can stop payments be entered online? How long is a stop payment effective?

3. Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?

4. Does the bank offer an imaging service for cleared disbursement checks? If so, please describe the service and the length of time the cleared checks are available for viewing.

5. If imaging service is not available, are other services available for processing the images of disbursement checks? Please describe the process associated with the service.

Section 11 – *Balance & Detail Reporting*: The City desires the ability to access daily balance, float and detail reporting information (prior day details on debits and credits) electronically through its online banking service. Please respond to all of the following.

1. Please describe the bank's online information reporting system.

2. Can reports be custom-tailored for the end-user?

3. Can The City obtain current day (intra-day) information?

4. What are the computer hardware and software specifications for the bank's online system?

5. What is the bank's contingency plan for providing this information in the event of unexpected bank system problems or natural disasters?

Section 12 – *Corporate Credit Cards and Rebate*: The City may consider transferring its Corporate VISA Cards which are currently issued to 4 employees, with limits ranging from $4,000 to $10,000. Please respond to all of the following.

1. Can the bank provide The City with corporate credit cards? If so, what is the annual fee per card?

2. Does the bank provide consolidated monthly billing for all corporate cardholder accounts? If so, please describe.

3. Is the monthly billing information available online? Is detailed billing information available online?

4. Can the monthly charge be directly debited from The City's account? If so, how many days between the statement cut-off date and the due date?

5. Do you offer a rebate on credit card purchases?

Section 13 - *Fraud Management and ACH Fraud Filters*: The City currently requires ACH Block Filters in place for any establishments requiring payment via ACH. Please respond to all of the following:

1. Does the bank have the ability to block debits to the account without authorized permissions?

2. What are the requirements for an ACH Authorization Filter Block and Positive Pay?

3. How long does it take before the ACH Authorization Filter Block is effective?

Section 14 - *On-line Bill Payment Processing – Customer Payments*: The City currently has several options for accepting payments from customers, one of which is on-line using a credit/debit card or ACH payment. Please describe the bank's ability to work with an on-line payment forum either directly or through another party?

Section 15 - *POS Systems*: The City is currently considering a POS machine to scan a customer's check for sufficient funds. Please describe the bank's ability to POS system?

Section 16 - *Merchant Services-Credit Card Processing*: The City currently accepts credit card payments at the cashier's counter and is currently considering an IVR system. Please respond to the following:

1. Describe the banks Merchant Services-Credit Card Processing Services?

2. Is there the ability to access on-line statements and daily activity?

Section 17 - *PCI Compliance*: Please describe the bank's PCI Compliance requirements.

Section 18 - *Returned Item Services*: Please describe the bank's returned item services.

Section 19 - *Lockbox Services*: Please describe the bank's lockbox services.

Section 20 – Miscellaneous Questions: Please respond to all of the following.

1. Can the bank provide The City with Letters of Credit for various business transactions?

2. Does the bank provide a toll-free number for Customer Service? Will the bank assign one or more Customer Representatives whom The City can contact personally to discuss any issues relating to The City's accounts and/or services?

3. What is the bank's policy regarding Daylight Overdrafts? Is there a charge for DOD's and if so, how is it calculated?

4. The bank will be required to provide certain transaction confirmations and respond to requests for data as needed from The City's auditors. Will the bank be able to comply with such requests?

5. Please list your hours of operation and all holidays on which the bank is not open for business.

6. Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about **exactly** whom The City will be calling and working with for the above described situations and for implementation of new services. Also describe the bank's organizational structure as it relates to governmental clients and any other information that will be helpful in understanding the bank's internal relationships.

7. Please describe your security controls for employee access to online and phone services.

8. The City from time to time may need to place public funds in short-term investments for a variety of reasons. Briefly describe the types of short- term investment vehicles that you have available for State of California public fund investors including, but not limited to, money market accounts, commercial paper, sweep accounts, repurchase agreements, etc.

Section 21 – Implementation Plan and Costs: The City requires a smooth and low-cost transition to a new bank or enhanced service with its existing bank. Please respond to all of the following.

1. Please describe in detail the bank's plan to implement the proposed services and to ensure a smooth, error-free conversion.

2. Please detail all costs and the responsible party (bank or The City) associated with the conversion to all of the new services.

3. What size conversion allowance will the bank provide to The City? Please state a specific dollar amount or identify those supplies, products, and/or services included.

4. Will the bank provide on-site training for The City personnel for all of the services selected? Typically, how are the training sessions structured?

Section 22 – Service Enhancements: Based on the information provided in the RFP and your bank's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving The City's bank accounts and related depository and cash management services.

Section 23 – Please include: Sample Account Analysis Statement and User's Guide.

Section 24 – Please include: Sample Account Reconciliation Reports, Account Statements, Sample Prior Day and Intra Day Statement Reports, and Positive Pay Reports.

Section 25 – Please include: Sample Banking Services Contract, Sample Funds Transfer Agreement, Sample Consolidated/Parent Billing Statement for Corporate Credit Card and any other relevant samples.

Section 26 – Please include: the latest Annual Report and most recent quarterly bank call report filed with the FDIC.

Section 27 – Please include (if applicable): Value added services. This section gives the proposer the opportunity to include any innovative and/or creative approaches or services in their proposal that are not specifically requested in this RFP, but that the Bank may offer to the City at no additional cost. Services may include, but are not limited to a program or service that creates greater efficiencies or increased performance capabilities. These services should add additional "value" to the services proposed, and the services requested in this RFP.

Section 28 – Please include: Cost Proposals/Banking Services Price Proposal Form: Enclosed is a Price Proposal Form, which includes an estimate of The City's monthly transactions and is being provided for pricing purposes. Fees related to all services described in the proposal must be listed on this form – even if the service is not shown on the form. Also, include any one-time set-up charges, equipment costs, research fees, and all other fees that will be charged. Include any incentives or price breaks based on volume, timeliness of payment, or rebates. Please state the period of validity for the Banking Services Price Proposal form. Proposals shall be valid for a minimum of 180 days following submission.

Section 29 – Please include All Required Proposal Forms (See Exhibit "A")

As a convenience to Proposers, the following is a list of the Proposal Forms (Exhibit "A"), enclosed with this RFP. All forms shall be filled out and submitted with, and as part of the proposal response:

1. Ex Parte Communications Certificate

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.

2. 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.

3. Disclosure of Government Positions

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.

4. **Price Proposal Form**

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. All proposals shall include a full and complete breakdown of all the costs, and proposed fees to fulfill the scope of services herein.

5. Indemnity and Insurance Statement

All proposals submitted shall include the signed Indemnity and Insurance Statement with their proposal response. Proposers shall comply with and agree to be bound by the City's Indemnification and Insurance Requirements.

12. EXAMINATION OF RFP AND SITES OF WORK

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. ADDENDA

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

14. WITHDRAWAL OF PROPOSAL

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

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.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

16. EVALUATION OF PROPOSALS

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the following criteria:

a. Qualifications, Experience (Projects of similar size and scope), Key Personnel and References (30%)

b. Price Proposal (35%)
c. Approach and Methodology for the Requested Scope of Services (30%)
d. Innovative and/or Creative Approaches (additional efficiencies or increased performance capabilities) (5%)

If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section.

If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. 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 the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. 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.

18. REJECTION OF PROPOSALS

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of,

such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

19. 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.

20. CONTRACT TERM

The initial term of the Agreement shall be for three (3) years from the date of execution with the option to extend for two (2) additional one-year terms not to exceed five (5) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

21. CONTRACT DOCUMENTS

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the Proposal non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Banning's Request For Proposals
- Company's Response to the Request For Proposals

22. EXECUTION OF AGREEMENT

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- Three (3) original copies of the Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

23. FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

24. CANCELLATION

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Proposal Forms (to be submitted with, and as part of proposal)

---The rest of this page is intentionally left blank---

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 any element in of this RFP herein at any time after the date it was publically advertised.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after the date this RFP herein was publically advertised with a City Councilmember concerning any element of this RFP. A copy of all such communications is attached to this form for public distribution.

_____

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.

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."

PRICE PROPOSAL FORM

All proposals shall include a full and complete breakdown of all the costs, and proposed fees to fulfill the scope of services herein. The Unit Price column shall be filled out, as well as total cost.

	Section	Item Description	Unit Of Measure	Quantity	Unit Price
1	BALANCE & COMPENSATION INFORMATION	RECOUPMENT MONTHLY	EA	5,000	
2	GENERAL ACCOUNT SERVICES	ACCT MAINTENANCE-CHEXSTOR	Monthly Fee	1	
3	GENERAL ACCOUNT SERVICES	DEBITS POSTED	EA	42	
4	LOCKBOX SERVICES	E-BOX MTHLY MAINT (w/CROSS REF)	Monthly Fee	1	
5	LOCKBOX SERVICES	WTLBX PO BOX RENTAL/ANNUAL	Annual Fee	1	
6	LOCKBOX SERVICES	LOCKBOX CEO SUBSCRIPTION PER ITEM	EA	14	
7	LOCKBOX SERVICES	WTLBX MTHLY BASE	Monthly Fee	1	
8	LOCKBOX SERVICES	WTLBX TRANSMISSION MTHLY BASE	Monthly Fee	1	
9	LOCKBOX SERVICES	WTLBX CHECKS	EA	2,495	
10	LOCKBOX SERVICES	WTLBX TOTAL PMTS PROCESSED	EA	2,658	
11	LOCKBOX SERVICES	WTLBX STD ITEM PROCESSED NON SCAN	EA	355	
12	LOCKBOX SERVICES	WTLBX SCANNABLES MULTIS	EA	215	

13	LOCKBOX SERVICES	WTLBX SCANNABLES PARTIAL PAYS	EA	255	
14	LOCKBOX SERVICES	WTLBX REMIT PROCESSED CASH	EA	1	
15	LOCKBOX SERVICES	WTLBX REMIT PROCESSED EXPR MAIL	EA	1	
16	LOCKBOX SERVICES	WTLBX MICR DATA CAPTURE	EA	2,512	
17	LOCKBOX SERVICES	WTLBX MICR CAP PER LINE NON SCAN	EA	355	
18	LOCKBOX SERVICES	WTLBX CORRESPONDENCE/REJECTS	EA	6	
19	LOCKBOX SERVICES	WTLBX DOCUMENT SCANNED	EA	7,817	
20	LOCKBOX SERVICES	WTLBX DOCUMENT SCANNED-NON SCAN	EA	475	
21	LOCKBOX SERVICES	WTLBX 7 YEAR B/W IMAGE ARCHIVE	EA	8,292	
22	LOCKBOX SERVICES	WTLBX VALUE ADDED KEYING-NON SCAN	EA	12,549	
23	LOCKBOX SERVICES	WTLBX FIRST CLASS POSTAGE PKG	EA	1	
24	LOCKBOX SERVICES	WTLBX DAILY DEPOSIT CUT	EA	21	
25	LOCKBOX SERVICES	WTBX TRANSMISSION ITEM	EA	3,013	
26	LOCKBOX SERVICES	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	Monthly Fee	1	
27	LOCKBOX SERVICES	E-BOX PAYMENT RETURN	EA	1	
28	DEPOSITORY SERVICES	CEO RETN ITEM SUBSCRIPTION PER ACCT	EA	1	

29	DEPOSITORY SERVICES	CEO RETN ITEM SUBSCRIPTION PER ITEM	EA	2	
30	DEPOSITORY SERVICES	VAULT DEPOSITED COIN-ROLLED	EA	3	
31	DEPOSITORY SERVICES	MISC CREDITS POSTED	EA	89	
32	DEPOSITORY SERVICES	CASH VAULT COIN DEP-PARTIAL/MIX BAG	EA	17	
33	DEPOSITORY SERVICES	CASH VAULT MONTHLY BASE	Monthly Fee	1	
34	DEPOSITORY SERVICES	CASH VAULT DEPOSIT ADJUSTMENT	EA	1	
35	DEPOSITORY SERVICES	CASH VAULT CURRENCY/COIN DEPOSITED	EA	374,065	
36	DEPOSITORY SERVICES	CASH VAULT ADJ ADVICE-US MAIL	EA	1	
37	DEPOSITORY SERVICES	DEPOSITED CHECKS-ON US	EA	5	
38	DEPOSITORY SERVICES	DEPOSITED CHECKS	EA	55	
39	DEPOSITORY SERVICES	ELECTRONIC DEPOSIT-CHECK WFB	EA	393	
40	DEPOSITORY SERVICES	ELECTRONIC DEPOSIT-CHECK NON WFB	EA	1,451	
41	DEPOSITORY SERVICES	ELECTRONIC DEPOSIT-DEP ADJUSTMENT	EA	1	
42	DEPOSITORY SERVICES	DEPOSITED CHECK LBX-ON US	EA	586	
43	DEPOSITORY SERVICES	DEPOSITED CHECKS LBX	EA	2,281	
44	DEPOSITORY SERVICES	CV CASH ONLY OR CHECK ONLY DEPOSIT	EA	97	

45	DEPOSITORY SERVICES	CASH VALUT DEPOSIT CASH AND CHECK	EA	21	
46	DEPOSITORY SERVICES	PER CHANGE ORDER FEE IN BRANCH/STORE	EA	1	
47	DEPOSITORY SERVICES	ROLLED COIN ORDERED IN BRANCH/STORE	EA	35	
48	DEPOSITORY SERVICES	CASH ORDERED IN BRANCH/STORE	EA	244	
49	DEPOSITORY SERVICES	RETURN ITEM-CHARGEBACK	EA	12	
50	DEPOSITORY SERVICES	CEO RETURN ITEM RETRIEVAL-IMAGE	EA	14	
51	DEPOSITORY SERVICES	CEO RETURN ITEM SERVICE MTHLY BASE	Monthly Fee	1	
52	DEPOSITORY SERVICES	RETURN ITEM SPECIAL INSTRUCTIONS	EA	12	
53	DEPOSITORY SERVICES	RETURN ITEM SPECIAL INST MTHLY BASE	Monthly Fee	1	
54	PAPER DISBURSEMENT SERVICES	POSITIVE PAY EXCEPTION-CEO IMAGE	EA	17	
55	PAPER DISBURSEMENT SERVICES	CEO IMAGE VIEW < 90 DAYS - ITEM	EA	1	
56	PAPER DISBURSEMENT SERVICES	CEO IMAGE VIEW > 90 DAYS - ITEM	EA	1	
57	PAPER DISBURSEMENT SERVICES	POSITIVE PAY EXCEPTION CHECKS RETND	EA	1	
58	PAPER DISBURSEMENT SERVICES	STOP PAYMENT - ONLINE	EA	1	

59	PAPER DISBURSEMENT SERVICES	POSITIVE PAY MONTHLY BASE	Monthly Fee	1	
60	PAPER DISBURSEMENT SERVICES	POS PAY CHECKS WITH NO ISSUE RECORD	EA	1	
61	PAPER DISBURSEMENT SERVICES	WELLSIMAGE PAID CHECK MONTHLY BASE	Monthly Fee	1	
62	PAPER DISBURSEMENT SERVICES	WELLSIMAGE PAID CHECK PER CD	Monthly Fee	1	
63	PAPER DISBURSEMENT SERVICES	DDA CHECKS PAID	EA	468	
64	PAPER DISBURSEMENT SERVICES	STOP PAYMENT - PAPER CONFIRMATION	EA	0	
65	PAPER DISBURSEMENT SERVICES	CEO SEARCH	EA	6	
66	PAPER DISBURSEMENT SERVICES	PAYEE VALIDATION STANDARD-ITEM	EA	468	
67	PAPER DISBURSEMENT SERVICES	WF CHK CASHED FOR NONACCT HOLDER	EA	1	
68	PAPER DISBURSEMENT RECON SERVICES	ARP MONTHLY BASE-FULL	Monthly Fee	1	
69	PAPER DISBURSEMENT RECON SERVICES	ARP FULL RECON-ITEM	EA	470	
70	PAPER DISBURSEMENT RECON SERVICES	ARP AGED ISSUE RECORDS ON FILE-ITEM	EA	1,245	

71	PAPER DISBURSEMENT RECON SERVICES	POSITIVE PAY EXCEPTIONS-ITEM	EA	22	
72	PAPER DISBURSEMENT RECON SERVICES	POSITIVE PAY EXCEPTIONS-ITEM	EA	3	
73	PAPER DISBURSEMENT RECON SERVICES	CEO ARPSTMT & RPTS MONTHLY BASE	Monthly Fee	1	
74	GENERAL ACH SERVICES	CEO ACH HYP ITM DET INQ-PER ITEM	EA	3	
75	GENERAL ACH SERVICES	ELECTRONIC CREDITS POSTED	EA	146	
76	GENERAL ACH SERVICES	ACH MONTHLY BASE	Monthly Fee	1	
77	GENERAL ACH SERVICES	ACH ONE DAY ITEM	EA	736	
78	GENERAL ACH SERVICES	ACH TWO DAY ITEM	EA	1,270	
79	GENERAL ACH SERVICES	ACH SAME DAY	EA	1	
80	GENERAL ACH SERVICES	ACH ORIGINATED-ADDENDA REC	EA	2	
81	GENERAL ACH SERVICES	ACH RECEIVED ITEM	EA	159	
82	GENERAL ACH SERVICES	ACH RETURN ITEM-MANUAL	EA	2	
83	GENERAL ACH SERVICES	ACH RETURN ADMIN-MANUAL	EA	1	
84	GENERAL ACH SERVICES	ACH PAYMENTS ONLINE BATCH RELEASE	EA	2	
85	GENERAL ACH SERVICES	ACH TRANSMISSION CHARGE	EA	7	

86	GENERAL ACH SERVICES	ACH FAX SERVICE	EA	5	
87	GENERAL ACH SERVICES	ACH EXCEPTION PROCESS-DUPLICATE FILE	EA	1	
88	GENERAL ACH SERVICES	ACH PAYMENTS ONE DAY ITEM	EA	4	
89	GENERAL ACH SERVICES	ACH PAYMENTS TWO DAY ITEM	EA	1	
90	GENERAL ACH SERVICES	ACH PAYMENTS BASE FEE	EA	1	
91	GENERAL ACH SERVICES	ACH CEO FRAUD FILTER REVIEW MO BASE	EA	1	
92	GENERAL ACH SERVICES	ACH NOC-FAX ADVICE	EA	1	
93	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE MTHLY DDA BASE-VOICE	Monthly Fee	1	
94	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE SECURITY PIN MTHLY BASE	Monthly Fee	1	
95	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE IN-DOMESTIC	EA	1	
96	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE MAIL CONFIRMATION	EA	3	
97	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE TEMPLATE STORAGE MTHLY CASE	Monthly Fee	1	
98	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE OUT DOMESTIC-CEO	EA	2	
99	INFORMATION SERVICES	INFOFAX WIRE MTHLY BASE	Monthly Fee	1	

100	INFORMATION SERVICES	INFOFAX WIRE ITEM	EA	3	
101	INFORMATION SERVICES	CEO PREV DAY SUBSCRIPTION MTHLY BASE	Monthly Fee	1	
102	INFORMATION SERVICES	CEO PREVIOUS DAY ITEM LOADED	EA	874	
103	INFORMATION SERVICES	CEO EVENT MESSAGING SERVICE-EMAIL	EA	144	
104	INFORMATION SERVICES	CEO EVENT MESSAGING SERVICE-TEXT	EA	25	
105	INFORMATION SERVICES	CEO WIRE INQUIRY DETAIL-PER ITEM	EA	1	
106	INFORMATION SERVICES	ELECTRONIC WINDOW EXTENDED STOR 120	EA	1,193	
107	INFORMATION SERVICES	CEO E-BOX RPT SUBSCRIPTION MO BASE	Monthly Fee	1	
108	INFORMATION SERVICES	CEO E-BOX RPT-ITEM	EA	883	
109	MERCHANT CC STATEMENTS	UT WEB: VS/MC (UT ONLINE-C2G)	Monthly volume	763,797	
110	MERCHANT CC STATEMENTS	RETAIL: VS/MC (ALL OTHER ITEMS)	Monthly volume	235,159	
111	MERCHANT CC STATEMENTS	GOV SVCS: VS/MC (UT @ COUNTER)	Monthly volume	47,322	

Total Cost for the first year (including, but not limited to any and all implementation fees, one-time fees, maintenance fees, training fees, banking fees, miscellaneous service fees, etc.): **$**_____

Total Cost for year 2: $_____ Total Cost for year 3: $_____

Total Cost for year 4: $_____ Total Cost for year 5: $_____

Authorized Signature: _____ **Date:** _____

INDEMNITY AND INSURANCE STATEMENT

Summary of Indemnity and Insurance Requirements

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to the City. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the City.

2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of insurance shall be available to the City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1 – all the Insurance coverage and limits carried by or available to the Contractor; or 2 – the minimum Insurance Requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to given loss, shall be available to the City.

3. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. The City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION

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. Contractor shall agree that their defense and indemnification obligations are in addition to, and are not limited by, the Insurance obligations in the agreement.

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 paragraph.

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.

II. INSURANCE

The City of Banning will require the following to approve insurance for your contract:

1) Insurance Limits:

(a) General Liability insurance with limits of not less than $1,000,000 for bodily injury and property damage; $1,000,000 for personal and advertising injury; $2,000,000 products and completed operations aggregate and $2,000,000 general aggregate.

(b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(c) Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of not less than $1,000,000 per claim/occurrence and $1,000,000 policy aggregate The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

(d) Workers' Compensation insurance as required under the California Labor Code.

(e) Employer's Liability insurance with limits of liability of not less than $1,000,000, each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit.

*Limits can be adjusted by the City based on services provided.

2.) Insurance Requirements:

(a) California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide.

(b) Certificate holder should appear as follows:

City of Banning
Attn: Purchasing Division
99 E. Ramsey Street
Banning, CA 92220-4837

(c) The certificate of insurance should read "*The City of Banning, its officers, officials, employees and agents are additional insured with respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance with respects to the City of Banning, its officers, officials, employees and agents.*"

(d) The additional insured coverage under the contractor's policy 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.

3.) Insurance Documents:

(a) Include an Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability

insurance **including ongoing operations and completed operations (i.e., CG 20 10, CG 20 33, or CG 20 38)**. The additional insured should read, "*The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis*". The endorsement number needs to be included in the accord description of certificate of insurance.

(b) Include an Additional insured endorsement for Auto Liability insurance. The additional insured should read, "*The City of Banning, its officers, officials, employees and agents.*" The endorsement number needs to be included in the accord description of certificate of insurance.

(c) Include a Waiver of subrogation endorsement for Workers' Compensation insurance should read, "*the City of Banning, its officers, officials, employees and agents.*" The endorsement number needs to be included in the accord description of certificate of insurance.

(d) Include a copy of the Declarations & Policy Endorsements page for the GL policy.

I have read and understood the above requirements and agree to be bound by them for any work performed for the city.

Authorized signature: _____ **Date:** _____

EXHIBIT B

Sample Agreement

---The rest of this page is intentionally left blank---

PROFESSIONAL SERVICES AGREEMENT (C00###)

FOR [INSERT DESCRIPTION OF SERVICES HERE]

By and Between

THE CITY OF BANNING

and

[INSERT COMPANY NAME HERE]

AGREEMENT FOR PROFESSIONAL SERVICES (C00###) FOR [INSERT DESCRIPTION OF SERVICES HERE] BY AND BETWEEN CITY OF BANNING AND [INSERT COMPANY NAME HERE]

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 **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 (RFP/IFB No. ##-###), the performance of the services for the Insert Type of Work to be Completed prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the Insert Type of Work to be Completed prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and

talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed WRITTEN AMOUNT IN DOLLARS ($0.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, 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 $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 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. 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. Contractor shall agree that their defense and indemnification obligations are in addition to, and are not limited by, the Insurance obligations in the agreement.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive

negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the

estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon

sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager

and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Laurie Sampson, Date
Acting Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

NAME: DATE
TITLE:

NAME: DATE
TITLE:

Tax ID No.

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following services 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. Critical Path Project Schedule

B. Preliminary Project Notice (1st Notice)

C. Prepare to Relocate Notice with Response Form (2nd Notice)

D. Notice to Relocate (3rd Notice)

E. Sidewalk, ADA Ramps, Driveway, and Curb & Gutter Improvement Plans

F. Bike Lane and Crosswalk Plans (Signing & Striping Plans)

G. Right of Entry and Exhibits Documents

H. Bid Sheet, Special Provisions, and Cost Estimates

I. One Set of Final Plans in Mylar

J. Five (5) Sets of Bond Copies of the Final Plans and Specifications After Engineer's Signatures

K. Electronic Copy (PDF) of Approved Plans for Bidding Purposes

L. AutoCAD Files of the Final Plans (2014 Version)

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City appraised through periodic status reports regarding the performance of the services under this Agreement by the following means:

A. In-person meetings.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A. Dilesh Sheth, Program Manager

B. Lin McCaffrey, Senior Engineer

C. Nick Lowe, Associate Engineer

D. Michael Johnson, Director

E. Nick Keller, Senior Designer

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

TASK	DESCRIPTION	SUB-BUDGET
1.	Meetings and Presentations	$9,012.00
2.	Plans, Specifications and Estimates (PS&E)	$87,728.00
3.	Final Plans and Specifications	$3,996.00
4.	Bidding Phase Assistance	$3,720.00
5.	Construction Phase Assistance	$5,440.00
6.	Federal/State Documentation Assistance	$8,768.00
7.	Traffic Circle Plans	$9,032.00
	TOTAL	**$127,696.00**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

V. **The total compensation for services shall not exceed $127,696.00 as provided in Section 2.1 of this Agreement.**

VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

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

ATTACHMENT 3

Wells Fargo Proposal

City of Banning

Response to Request for Proposals for Government Banking Services

RFP No. 19-029

March 14, 2019

Submitted by:

Jamie Varner
Relationship Manager
951-295-7482
jamie.r.varner@wellsfargo.com

Cory Jahn
Treasury Management Consultant
213-253-7211
cory.e.jahn@wellsfargo.com

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Wells Fargo Bank, N.A.
334 W Third St.
Fourth Floor
San Bernardino, CA 92401

wellsfargo.com

March 14, 2019

City of Banning
Attn: Shiloh A. Rogers
Purchasing Manager
99 E. Ramsey St.
Banning, CA 92220

Dear Shiloh A. Rogers:

We want to thank you for being a valued customer for the past 35 years and welcome the opportunity to review government banking services for the City of Banning (the City). We are excited to share our technologies, best practices, and experience with you and show you the value in remaining with Wells Fargo Bank, N.A.

I have carefully reviewed your current structure and have a number of ideas that could greatly enhance the City's current services. As your current relationship manager, I am responsible for helping ensure the City is always kept up to date with the latest trends, ongoing review of your current services, and, ultimately, being your advocate for all financial services you request from Wells Fargo.

With 23 years of banking experience, I take pride in the relationships that I've built over the years and believe great customer service is most important in building that foundation. It is my goal to retain the City as my client and show you Wells Fargo has always been the best choice for financial services.

We'd like to offer the City a **Business Process Review at no charge to you.** This means the City will collaborate with our treasury management experts who will evaluate your processes and make recommendations on how you can improve those processes to gain efficiencies, take advantage of automation, and enhance existing resources.

Managing your relationship

Your accounts will remain with me, and I'll be meeting with you in person for any new projects you initiate, discussions regarding relationship goals, and ideas to improve your current position for all financial services. My office is located at 334 W. Third Street, in San Bernardino. My relationship associate, Virginia Skelly, is located in Escondido and can be another resource, if needed. For day-to-day operations, we have a branch located at 1735 W. Ramsey Street, just down the street from City Hall. The City will be assigned to our Government Banking Division in San Bernardino for all mail correspondence.

We'll help

We offer the City treasury management services that can help to streamline your efficiencies and identify beneficial solutions to fit your needs. With the 87 lines of business Wells Fargo offers, we are truly an advocate for our customers and always strive to help them succeed financially.

We want the City to know we are committed to being one of the very best treasury management banks. Our investment in people and systems has built the infrastructure to support high quality in both service and implementation.

Together we'll go far



Based on the information requested in this Request for Proposal (RFP), we can meet all the current treasury management requirements set forth in this RFP.

As your relationship manager, it is my role to make sure you are always taking advantage of new technologies offered, and show you the value in the efficiencies we can offer the City.

The highest-performing municipalities understand:

- How administrative, operational and other departmental processes impact each other
- How their processes compare to best practices in the government sector
- How to demonstrate to other departments the value of streamlining efficiencies

With Wells Fargo methodologies, expertise, and solutions, you'll have all the tools at your fingertips to help ensure success in managing your daily banking processes. You'll see your costs more clearly, supplement your resources with ours, and make the upgrades to the services you have inquired about.

Supporting our communities

In addition to providing our customers with advanced solutions, we are also very committed to giving back to our communities. The Wells Fargo Housing Foundation's vision is to be a community leader committed to affordable and sustainable housing initiatives and neighborhood revitalization efforts, helping to build stronger communities where our customers and team members live and work.

In 2018, we celebrated 25 years of advancing affordable and sustainable housing and investing in neighborhood revitalization efforts. Since its inception in 1993, the Wells Fargo Housing Foundation has invested more than $212.7 million in established local and national nonprofit housing organizations focused on reaching out to traditionally underserved communities—along with mobilizing more than 4.75 million team member volunteer hours to build and rehabilitate more than 7,600 homes and counting.*

*wellsfargo.com/about/corporte-responsibility/community-giving/housing-foundation

Investing in the Inland Empire

In 2017, Wells Fargo worked with local non-profits and schools in the Inland Empire, supporting 170 agencies through our corporate and foundation giving, including:

- $1.1 million for community development projects
- $391,000 for human services
- $335,500 for education, including grades K-12
- $67,570 in donations by local team members matched by Wells Fargo
- $24,250 for civic projects
- $2,500 for environment

Team member giving and volunteerism[1]

Wells Fargo team members have contributed:

- More than $356,000 through the annual Community Support Campaign
- More than 28,000 volunteer hours equal to nearly $78,000 at the rate of $24.12 per volunteer hour[2]

1Refer to Tab B in the Appendix section of this proposal for information specific to the City.
2Independent Sector

Deposits, loans, and investments

In 2017, Wells Fargo granted many credit opportunities to homeowners and small businesses. In the City of Banning, Wells Fargo provided:

- 58 mortgage loans (total HMDA), extending $10 million in credit[1,2]
  - Of that, 26 mortgage loans were in low and moderate income (LMI) communities, providing $4.1 million in credit and 21 mortgage loans were made to LMI borrowers, providing $3.2 million in credit to homeowners
- 29 small business loans extending $927,170 in credit[2]
  - Of that, nine were in LMI communities, providing $248,000 in credit

1. Mortgage includes home purchase, home improvement, home refinance, and multifamily originated and purchased loans.
2. Totals include low, moderate, middle, upper, and unclassified income levels. All totals in $(000).

Personal community involvement through volunteerism

Volunteering is very important to me, and I donate time to non-profits in the Inland Empire. Community Action Partnership of San Bernardino County named me Volunteer of the Year in 2013, after I assisted them with large groups of Wells Fargo team members to help in their food bank, packing food for non-profit organizations across San Bernardino County. I also volunteer with San Gorgonio Girl Scouts, Habitat for Humanity in Riverside County, and the Ronald McDonald House of the Inland Empire.

Moving forward

Wells Fargo values the City's relationship, and while there would be no need to offer a conversion allowance to leave us, we would like to **offer a retention allowance of $5,000** to stay with us, and implement a new contract for banking services. The allowance can be applied to analysis fees, equipment ordered through Wells Fargo, or check supplies, to be used during the first 12 months of the new contract.

Please also review my message page in Appendix Tab A with ideas regarding account structures so the City can consider alternatives the bank offers. Please note that this response with all rates and fees will be valid for a period of 180 days.

We've attached highlights of our core banking products and recommended services that you requested in your RFP. After the RFP period has closed, it would be my pleasure to speak with you about how Wells Fargo can take your banking to the next level.

Sincerely,

Jamie Varner, Vice President
Relationship Manager
Government Banking Division

951-295-7482

jamie.r.varner@wellsfargo.com

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Section 2 – Bank profile

Please respond to all of the following.

Bank overview

General overview of bank, customer service philosophy, and identification of the primary office or branch that the Agency will be assigned to and where the Agency will conduct its banking business.

Wells Fargo & Company is a nationwide, diversified financial services company with $2.0 trillion in assets. We provide banking, insurance, investments, mortgage, and consumer and commercial finance services through more than 8,300 locations, more than 13,000 ATMs, online (wellsfargo.com), and through mobile devices.

We're headquartered in San Francisco, but we're decentralized so every local Wells Fargo office is a headquarters for satisfying all our customers' financial needs and helping them succeed financially. We do business with more than 70 million customers and one in three U.S. households. We have approximately 263,000 team members in 36 countries across our more than 90 businesses.

Our vision

We want to satisfy all our customers' financial needs and help them succeed financially.

Key performance measures

Our year-end key performance measures are detailed as follows:

Key performance measure	2015	2016	2017
Total assets	$1.8 trillion	$1.9 trillion	$2.0 trillion
Net income	$22.9 billion	$21.9 billion	$22.2 billion
ROA	1.31%	1.16%	1.15%
ROE	12.60%	11.49%	11.35%
Equity and assets	10.85%	10.94%	10.66%

Annual Report

To review the full Wells Fargo & Company Annual Report, please use the following link: https://www.wellsfargo.com/invest_relations/annual.

We've built our customer service philosophy around three foundations: availability, delivery, and reliability.

We are available

We have more than 700 treasury management service specialists who skillfully handle customer requests day in and day out. These specialists serve as project managers for your inquiries, and stay with them from start to finish. We partner directly with you to help ensure you are receiving the service you expect and deserve.

We deliver

Treasury Management Client Services uses advanced tools to track service inquiries to help ensure we deliver on our promises. We combine these tools with a disciplined approach that sets high service goals, tracks results, and maintains the customer response times we have established.

We are reliable

Treasury Management Client Services meets our expected resolution time 100% of the time.*

We offer a consultative and collaborative approach to our relationship with the City. Your relationship team, which includes your relationship manager and specialists in treasury management and merchant services, works together to understand your processes, identify your needs and recommend solutions, implement services, and provide ongoing support.

Your relationship is assigned to Jamie Varner, and she is ultimately responsible for the City's satisfaction with all of your banking needs. She is your primary point of contact for annual reviews, maintenance on treasury management services, signer changes, and technology updates. She meets with you in person as often as needed, and can present the City with new ideas that can improve efficiencies.

Your service requirements currently have the attention of your dedicated client service officer, Nicole Ainsworth. Nicole assists you until your issues are resolved. For all service requests, CEO assistance, research requests and additional training online, Nicole can help facilitate all of your requests.

We compensate our client service officers on the basis of customer satisfaction as part of each team member's performance plan and review. Our client service officers must also meet expectations for timeliness, accuracy, and proactive communication in order to help ensure a favorable performance evaluation.

*As of June 2018.

Primary branch location

The following table shows our location closest to you:

Your location	Branch	Deposit deadline (local time)	Distance
City Hall 99 E. Ramsey St. Banning, CA 92220	1735 W. Ramsey St. Banning, CA 92220 951-849-5605	Mon-Fri: 6:00 p.m.	1.14 miles

1. **Experience/Capabilities/Qualifications – Describe the bank's direct experience in servicing public sector clients and what sets the bank's government banking unit apart from others. Please include: the number of public agency clients, the dollar amount of public funds on deposit and the bank's knowledge of and adherence to the California Government Code and other applicable laws.**

We align sales, specialized banking teams, investment banking professionals, and tax-exempt fixed-income trading and distribution capabilities in our Government and Institutional Banking (GIB) group.

Our customers

Our GIB teams work with approximately 4,000 customers across our footprint of 39 states and the District of Columbia.

Our teams

We have more than 300 government and institutional team members including banking, sales, trading, analyst, and derivatives professionals. **Jamie Varner**, your dedicated relationship manager, will continue to oversee your relationship. Relationship managers are tenured local professionals with the advantage of enhanced support from our national practice.

We understand the different needs and challenges facing our government and institutional customers. Our coast-to-coast GIB practice gives Jamie access to local and national industry intelligence and best practices. We use this information to help create customized solutions for your needs.

How you benefit

We center our business on the needs of our customers. We take pride in approaching each relationship individually and, as one team, leveraging our resources to create the most value for our customers. We create value through providing:

Industry knowledge and expertise

We are a specialized group of professionals, experienced in working with government, education, healthcare, and nonprofit organizations. From raising capital, to managing assets, to increasing operational efficiencies, we share the knowledge gained from our experience with other customers for your benefit.

Strength and stability

For more than 160 years we have been a trusted financial institution. We are a leading national bank, ranked third in assets by the Federal Deposit Insurance Corporation (FDIC) in 2017. The strength of our balance sheet helps us serve our government, education, healthcare, and nonprofit customers across the country.

An enhanced customer experience

We regularly monitor our service levels to validate and help ensure the degree of customer service that we provide you. We also offer training and educational opportunities to you free of charge.



We offer formal and informal training programs for our services. We also offer educational sessions on current treasury management topics, and payment conferences to keep you aware of industry best practices and regulatory changes.

Collateralization

Wells Fargo maintains a public funds deposit collateralization program that is designed to comply with all applicable statutes and regulations governing public funds deposits, including the pledge and perfection of collateral. Accounts holding public funds are labeled on our deposit system with a public funds identifier code, which triggers collateralization. Collateral needs are met based on the prior day close of business. However, same-day collateral requests may be accommodated upon sufficient, advanced notification of an incoming deposit. The Public Fund Database generates daily reports that allow us to monitor daily balances, FDIC, and collateral requirements. We will collateralize deposits by using securities that maximize the bank's liquidity while meeting all applicable collateralization requirements. Wells Fargo obtains market value from established third-party services. The collateral value is market-to-market daily.

All public entities in California are entered into the pooled collateral program administered by the State. We will comply with all collateral requirements set forth in the California Government Code and other applicable laws.

As of January 31, 2019, we are proud to serve 838 relationships; deposits are $2,418,950,236.50, with collateral market value of $2,880,990,599.88.

2. **Credit Quality – Provide ratings for the bank and/or bank holding company from Standard & Poor's and Moody's. If the Proposer is not rated by these rating organizations, provide other evidence of the institution's credit quality.**

We have among the highest debt ratings of any financial services company.

Our current ratings are provided in the following table.*

Wells Fargo & Company	Fitch	Moody's	Standard & Poor's	DBRS
Long-term Issuer Rating	A+	A2	A-	AA (low)
Short-term Issuer Rating	F1	P-1	A-2	R-1 (middle)
Senior Unsecured	A+	A2	A-	AA (low)
Subordinated	A	A3	BBB+	A (high)
Preferred Stock	BBB-	Baa2	BBB-	A (low)
Wells Fargo Bank, N.A.	**Fitch**	**Moody's**	**Standard & Poor's**	**DBRS**
Long-term Issuer Rating	AA-	Aa2	A+	AA
Short-term Issuer Rating	F1+	P-1	A-1	R-1 (high)
Bank Deposits	AA	Aa1	A+	AA
Senior Unsecured	AA-	Aa2	A+	AA
Subordinated	A	Aa3	A-	AA (low)

*The information provided can be found on our Investor Relations site (wellsfargo.com/invest_relations/debt) and is provided for informational purposes only. We do not guarantee the accuracy or completeness of information on or available through this site, and we are not responsible for inaccuracies or omissions in that information or for actions taken in reliance on that information. Please read Legal Disclaimers (wellsfargo.com/invest_relations/legal) before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

3. **Provide the Tier 1 Ratio, Tangible Common Equity Ratio, and Non-performing Assets/(Total loans + OREO {Other Real Estate Obligations}) based on the most recent quarterly financial statement and on the most recent two (2) audited annual financial statements.**

	2016	2017	2018
Tier 1 Capital Ratio	10.52%	11.98%	12.36%
Tangible Common Equity Ratio	7.71%	8.28%	8.54%

	2017	2018
Non-performing Loans	7,112,000,000	6,071,000,000
OREO	641,000,000	457,000,000
Total Non-performing assets	7,753,000,000	6,528,000,000
Total Loans	929,016,000,000	923,885,000,000
OREO	641,000,000	457,000,000
	929,657,000,000	924,342,000,000
NPA/(Total Loans & OREO)	0.83%	0.71%

4. **Please provide the risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, and Significantly Undercapitalized).**

The risk-based capital classification for Wells Fargo Bank, N.A. is Well Capitalized.

5. **Please provide the total market capitalization (stock price multiplied by shares outstanding) as of December 31, 2014, 2015, and 2016.**

Total market capitalization for the dates requested appears in the following table:

	2014	2015	2016
Total market capitalization	$283.4 billion	$276.8 billion	$276.4 billion

6. **Please disclose all significant mergers or acquisitions in the last three (3) years.**

There have been no mergers in the last three years. Our last significant merger was December 31, 2008, when Wells Fargo & Company, the parent company of Wells Fargo Bank, N.A., completed its merger with Wachovia Corporation.

To the best knowledge of the Wells Fargo representatives preparing this response, we are not currently committed to a merger or acquisition that would have an adverse material impact on our ability to provide the services requested.

7. **Provide the bank's Community Reinvestment Act (CRA) rating.**

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low-to moderate-income communities. In its most recent CRA examination, which covers the years 2009-2012, the Office of the Comptroller of the Currency (OCC) lowered Wells Fargo's final national rating from "Outstanding" to "Needs to Improve" due to previously issued regulatory consent orders.

It is important to note the OCC gave Wells Fargo an "Outstanding" overall rating on CRA performance and noted our "excellent responsiveness to credit needs" in the majority of the bank's assessment areas. On the individual components of the Exam, we received an "Outstanding" on the Lending Test, an "Outstanding" on the Investment Test, and a "High Satisfactory" on the Service Test.

The OCC also **gave California the state-level rating of OUTSTANDING**, which reflects our strong track record of lending to, investing in, and providing service to low- and moderate-income communities, both in California and nationwide.

We are deeply committed to economic growth, sustainable homeownership, and neighborhood stability in low- and moderate-income communities and will continue to invest above and beyond what is required by CRA. At Wells Fargo, community reinvestment is an integral part of our business culture. We have long understood that we can be no stronger, nor more successful, than the neighborhoods and communities where we do business. Supporting our communities allows us to better meet our customers' financial needs and helps us to achieve our goal to be one of America's best companies.

Information on the CRA rating for California can be found in Appendix Tab C.

You can find our most recent Community Reinvestment Act (CRA) performance evaluation at the following link:

wellsfargo.com/about/community/wfcra/perf_evaluation

8. **Please disclose any regulatory actions pending by either a state or federal banking agency.**

Wells Fargo Bank N.A. ("Wells Fargo Bank") is a subsidiary of Wells Fargo & Company ("WFC"), a corporation organized under the laws of Delaware. As with any large diversified financial institution in the highly regulated banking field, Wells Fargo Bank receives inquiries and subpoenas from regulators and law enforcement from time to time, some of which may be confidential in nature, and is subject to civil litigation.

Wells Fargo Bank and WFC respond regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations, including the following recent matters:

- During the third quarter of 2016, Wells Fargo Bank entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau, and the Office of the Comptroller of the Currency regarding certain sales practices. See press release

containing details at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-issues-statement-agreements-related-sales

- On February 2, 2018, WFC entered into a consent order with the Board of Governors of the Federal Reserve System, relating to governance oversight and the company's compliance and operational risk management program. This consent order does not relate to new matters, but rather to prior issues including the 2016 sales practices matter. For additional information, see the press release at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-commits-satisfying-consent-order-federal

Many of the actions that Wells Fargo Bank and WFC have taken in connection with these settlement agreements are described at https://www.wellsfargo.com/assets/pdf/commitment/progress-report.pdf.

To the extent any litigation or regulatory matters are required to be reported, they are disclosed in WFC's SEC filings and are matters of public record:

- Copies of the Legal Proceedings sections from WFC's recent public filings and WFC's most recent periodic reports are available at https://www.wellsfargo.com/invest_relations/filings
- WFC's Annual Reports are available at https://www.wellsfargo.com/invest_relations/annual

At this time, and to the best knowledge of the Wells Fargo Bank representatives preparing this response, neither Wells Fargo Bank nor WFC has been involved in any regulatory reviews or any legal actions that would have a material adverse impact on Wells Fargo Bank's ability to provide the services requested in this RFP.

9. Relationship Management/Key Personnel – **Identify the size and scope of your public banking unit, bank officers who would be responsible for The City's accounts, what each person's role and responsibilities** will be, and the relevant credentials and experience of each person on the relationship management team.

You will continue to have a dedicated team led by **Jamie Varner**, your relationship manager. Jamie is authorized to represent the bank in all areas of the account relationship. Jamie, along with your treasury management consultant, **Cory Jahn**, are part of our GIB group, a team of seasoned professionals dedicated exclusively to serving the unique banking needs of the public sector. Just as they do today, your team will provide consultative, analytical, and qualitative service. Your needs are our first priority.

Our relationship-focused approach to our diversified set of products and services helps ensure you have solutions that are right for you, at the right time. We are your advocate, and our goal is to exceed your expectations and establish an interactive relationship.

Brief biographies detailing the respective roles, responsibilities, and qualifications of your key team members can be found on the following page. You will see that the team brings several years of experience working with governmental entities, such as the City.

Relationship Manager

Jamie Varner
Vice President

jamie.r.varner@wellsfargo.com
951-295-7482 office
951-295-7482 mobile

334 W. 3rd St.
Fourth Floor
San Bernardino, CA 92401

Jamie offers the City consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. Jamie is your advocate at the bank.

She began working for Wells Fargo in 1996 and has been a relationship manager since 2006.

She is an active member of the Wells Fargo Volunteer Chapter, and is on the advisory board for the Inland Empire Ronald McDonald House. She also organizes volunteer groups for Habitat for Humanity and the Community Action Partnership of San Bernardino County.

Jamie is a resident of Yucaipa and can easily conduct in-person meetings as often as needed.

Treasury Management Consultant

Cory Jahn

cory.e.jahn@wellsfargo.com
213-253-7211 office
213-407-7131 mobile

333 S. Grand Ave.
Fifth Floor
Los Angeles, CA 90071

Cory has the primary responsibility for providing treasury management expertise. He consults with you on issues pertaining to treasury management products and services.

Cory has more than 10 years of experience with Wells Fargo and spent the last five within the government banking sector.

Cory holds a degree in business administration from Sonoma State University.

Relationship Associate

Virginia Skelly

virginia.s.skelly@
wellsfargo.com
760-432-5387 office

500 La Terraza Blvd.
Second Floor
Escondido, CA 92025

Virginia supports your relationship manager, Jamie Varner, and helps to enhance your customer service experience. She serves as your liaison with other areas of the bank. She also assists with questions related to account analysis statements and overdrafts.

Virginia has been a relationship associate for 14 years, and has solely worked with public agencies since 2015.

Treasury Management Sales Analyst

Michael Peneyra

michael.peneyra@wellsfargo.com
480-977-2791 office

3800 Howard Hughes Pkwy.
Las Vegas, NV 89169

Michael supports your treasury management consultant, Cory Jahn. He works with you to begin new service implementations and can assist with treasury management questions when Cory is unavailable.

Wholesale eReceivables Consultant

Steven Le
Assistant Vice President

steven.le@wellsfargo.com
713-273-8542 office
281-726-4077 mobile

2500 Citywest Blvd.
11th Floor
Houston, TX 77042

Steven recommends payment processing solutions to fulfill the City's processing needs. He shares best practices and product and service information to guide you in developing your eReceivables program. He can also assist you with other receivables and print services products.

Steven has worked in banking and for Wells Fargo since 2000. He has been a payables consultant since 2015.

Steven received his B.A. from Cal Poly Pomona.

Client Service Officer

Nicole Ainsworth

nicole.r.ainsworth@wellsfargo.com
626-572-1576 office

3440 Flair Dr.
Fifth Floor
El Monte, CA 91731

Nicole provides day-to-day support for all of your treasury management services. She acts as a liaison between you and our operations groups to provide you with information and resolve issues in a timely manner.

Nicole joined Wells Fargo in 2011 and has been a client service officer since February 2018.

Securities Institutional Representative

John R. Williams
Vice President

john.r.williams@wellsfargo.com
414-644-9026 office

45 Fremont St.
34th Floor
San Francisco, CA 94105

John has the primary responsibility for providing fixed income securities and investment strategies to our California public entity clients. He will consult with you on issues pertaining to investments.

John has been in banking 19 years and joined Wells Fargo in 2002.

He received his B.S. from California Polytechnic State University in San Luis Obispo.

Section 3 – References

Please provide three (3) references that are of similar size and scope of service utilization as The City, preferably other public agencies. Include the following information for each reference that you provide general banking services:

- **Contact Name and Title**
- **Name of Customer**
- **Address**
- **Telephone Number**
- **E-mail Address**
- **Number of Years as Customer**

Based on our current understanding of your needs, we have chosen references with services that most closely resemble the setup we have proposed for the City. We provide contact information for these references in the following table.

References*	
Joe Haggard **IT Manager Admin Services** **City of Victorville** 760-955-5039 jhaggard@victorvilleca.gov 14343 Civic Dr. Victorville, CA 92392	The City of Victorville has been a customer since 2015 and uses the following Wells Fargo services: ▪ Lockbox and E-Box® ▪ Wells Fed Image Cash Letter ▪ Wells Fargo Payment Gateway® ▪ Receivables Manager ▪ ACH Services ▪ Positive Pay/ACH Fraud Filter ▪ Wells Fargo Merchant Services
Ruben Ramirez **Accounting Manager** **City of Coachella** 760-398-3502, ext. 127 ruben@coachella.org 1515 Sixth St. Coachella, CA 92336	The City of Coachella has been a customer since 2015 and uses the following Wells Fargo services: ▪ *E-Box* ▪ SafeVantage for cash deposits ▪ E-Bill Express for utility payments ▪ *Wells Fargo Payment Gateway* ▪ ACH Services ▪ Positive Pay and ACH Fraud Filter
Michael Badin **Assistant Treasurer/Investment Officer** **City of Rialto** 909-820-2662 mbadin@rialtoca.gov 150 S. Palm Ave. Moreno Valley, CA 92553	▪ The City of Rialto has been a customer since 2011 and uses the following Wells Fargo services: ▪ Lockbox ▪ Cash Vault Services ▪ ARP Reconciled Reports ▪ Investment Services ▪ ACH Services ▪ Positive Pay and ACH Fraud Filter

*Reference information is confidential.

List and explain any situation(s) during the last 3 years in which the bank has been discharged for cause while providing general banking services.

To the knowledge of the Wells Fargo representatives preparing this response, there are no terminated contracts.

How many government clients in the State of California have terminated general banking services from your banking institution in the last 3 years?

To the knowledge of the officer submitting the response and after reasonable inquiry, no government client within the State of California has terminated a general banking services engagement with Wells Fargo prior to its scheduled expiration within the past three years due to Wells Fargo's breach or default.

Section 4 – Bank compensation

The City compensates for banking services primarily with compensating balances and is charged for any account analysis deficiencies. Please respond to all of the following.

1. **What is the bank's Earnings Credit Rate (ECR) based on, and how is it calculated?**

   We use the following formula to calculate the earning allowance:

   (Investable balance (also called average positive daily collected balance)) × (calendar days in the month) × (ECR) ÷ actual number of days in the year.

   The bank's standard ECR was recently raised to 0.40%, which was an exception rate for the City for many years. Through this RFP process, we are now offering a rate of 0.75%.

2. **List the bank's actual ECR for the past twelve months.**

   We set the earnings credit rate (ECR) internally each month after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. We set the rate at our discretion and may adjust it during the month to react to market changes.

   The banks' actual ECR for the last twelve months was 0.40%.

   We do not deduct a reserve requirement prior to calculating the ECR. We calculate your earnings credit on 100% of your investible balance (also called average daily positive collected balance).

3. **Please explain, in detail, how and when the FDIC assessment is computed and charged and if the bank will waive the FDIC assessment fees.**

   There is no fee for FDIC insurance. However, we do charge a recoupment fee* to recover a portion of an assessment from the Financing Corporation (FICO). Wells Fargo is subject to this assessment (related to the savings and loan bailout). The monthly rate may change on a quarterly basis. We will not waive the recoupment fee, but it will be put through analysis, subject to the earnings credit offset.

   The charge is the monthly rate per $1,000 of your positive average ledger balance for the month. Your account analysis statement will detail this fee as an individual charge.

   *The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this recoupment fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance the City maintains in its account. The recoupment fee is subject to change by Bank at any time without notice. For questions about the recoupment fee, you may contact your relationship manager at Wells Fargo.

4. **What account analysis settlement period will be offered? Monthly, quarterly, or semi-annually? In what method is payment expected should there be an account analysis deficiency?**

   The City can choose to have a monthly/quarterly/semi-annual/annual settlement period. In general, we debit accounts for any deficiencies on the 11th calendar day (settlement period) of the month.

5. **Can excess earnings credit be carried over to a subsequent billing period? If so, how many periods?**

   We will carry forward your excess balance position (credit) to match the settlement period.

6. **Please detail exactly which types of items and services can be applied against the account analysis.**

   We can apply all charges for treasury management services against your account analysis.

   You can purchase deposit tickets and other supplies such as deposit bags, endorsement stamps, cash straps, and coin wraps through our vendor, or you can purchase them from your own supplier. We'll debit your account to handle fees for deposit supplies you order through our vendor. If the City prefers, we can submit banking supplies ordered through our preferred vendor to account analysis for processing.

   We do not apply third-party charges such as armored carrier, courier services, and merchant bankcard service fees to your account analysis.

7. **Are detailed monthly analysis statements available for each individual account? Can the bank provide a consolidated statement showing charges for all account services?**

   Yes. We can provide a consolidated account analysis for accounts maintained in all states in which we operate. You will receive analysis information for each account separately, then a summary of all accounts that are linked to the key account as a summary.

8. **Are account analysis reports available online? If so, how soon is it available?**

   Yes. Our interactive account analysis statement is available online and is available within two business days after your statement cycle cutoff.

9. **What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect?**

   We list adjustments on your analysis statement in a balance adjustments section. The balance shown includes any adjustments for that cycle.

   If you identify an error, you have up to 60 days from the receipt of your analysis statement to notify us and it will reflect on your next account analysis statement.

Section 5 – Demand deposit accounts, statements and notices

The City currently has one demand deposit account. Please respond to all of the following.

1. **Does the bank offer Electronic Bank Statements whereby The City can receive its bank statement in an electronic file in a desired custom format?**

Yes. As an existing customer, the City can access your statements, notices, and legal disclosures through our online banking portal. You can reduce paper by accessing a PDF version of your documents at your convenience.

We offer the following:

	Documents	Availability
■	**ARP statement**[1]	Available four business days after your statement cycle's cutoff date for up to 12 months.[2]
■	**Commercial checking and savings accounts statement**	Available one to two business days after your statement cycle's cutoff date[3] for up to 13 months (current month and prior 12 months).
■	**Multicurrency account statement**[4]	Available one to two business days after your statement cycle's cutoff date[3] and for up to 13 months (current month and prior 12 months).
■	**Client analysis statement**[5]	Available within two business days after your statement cycle's cutoff date and for up to 13 months (current month and prior 12 months). Our exclusive interactive statement allows you to select individual or multiple items to trend up to 13 months of analysis history.
■	**Deposit adjustment notice**	Available for up to 180 days after the adjustment is processed.
■	**Stop payment notice**	Available for 30 days after the stop payment is processed.
■	**Stop renewal notice**	Available for 30 days after the renewal is processed.
■	**Legal disclosure**	Available until the expiration date (included with your statements).

1. ARP statements are available through our Treasury Information Reporting service; all other documents are available through our Statements & Notices service.
2. If you subscribe to ARP, this replaces your commercial checking statement and is available through our online reporting service.
3. Statement availability varies by account type and services used.
4. Deposits that are held in foreign branches, such as Wells Fargo multicurrency accounts and foreign bank accounts, are not FDIC-insured.
5. Client analysis statements are also available in CSV, Excel, HTML, and ANSI X12 822 formats.

To simplify and streamline your processes, you can download multiple statements and notices for your commercial checking and savings accounts, and stop payment and deposit adjustment notices — all with one request. You can also request statements individually. An email message lets you know when your files are ready.

2. **How many days after month-end would The City receive its bank statements?**

Your bank statements would be available one to two business days after your statement cycle's cutoff date; although statement availability does vary by account type and services used.

Section 6 – ACH, wire and other transfers

The City currently initiates electronic payments and wires using an online function that is part of its electronic banking service. Please respond to all of the following.

1. **Please describe the bank's online ACH transfer service capabilities and what specifically is recommended for The City's use and consideration.**

Our Automated Clearing House (ACH) services that the City utilizes today allow you to electronically initiate and manage your transactions quickly and conveniently, including:

- Direct deposits
- Direct debits
- Vendor payments
- State and federal tax payments
- Cash concentration and disbursements
- Check conversion and truncation services



How you benefit

By using ACH for your payment and collection methods you can:

Increase efficiency

Using ACH reduces the time and resources needed to process payments and collections. This results in lower costs to you, fewer accounting and reconciliation errors, and a reduction in the time your staff spends handling paper.

Reduce funds movement costs

ACH is the most cost-effective clearing method available, helping you to reduce your funds movement costs compared to wire transfers and paper check transactions.

Have a more predictable cash flow

ACH eliminates the unpredictability of sending and receiving paper payment instructions because you designate the exact dates for settlement. You can more accurately manage your accounts and maximize your use of available funds.

Reduce your risk of fraud

Sending payments electronically allows you to avoid the risks of paper check fraud. Depending on your chosen ACH origination method, our services allow you to require approvals for outgoing ACH payments. Our fraud filter service also helps to protect your accounts from fraudulent ACH transactions.

Why Wells Fargo

We develop and maintain our proprietary ACH system in-house. Our system allows us to **adapt easily to the rapidly changing needs of our customers without having to rely on a vendor for system updates**. Designed to be inherently scalable, our system can accommodate your existing transaction volume, as well as your volume increases.

You'll have access to continuous ACH processing 24 hours a day, 7 days a week, with extended deadlines and no processing window restrictions. We supply electronic file confirmations within 15 minutes of receipt of your files, and we can warehouse files for up to 45 days before the effective date.

Continuous ACH processing **24 hours a day, 7 days a week**, with **extended deadlines** and no processing window restrictions.

You can originate same-day, one-day, and two-day ACH transactions through each of our origination methods. We can initiate or receive any ACH payment type authorized by the National Automated Clearing House Association (NACHA).

Origination methods

We offer several ACH transaction initiation methods, including our direct origination service, a consolidated payables transmission, and the internet.

Direct origination

You send us a NACHA-formatted file that contains the required ACH transaction information, such as:

Routing and transit number	Account number	Dollar amount	Effective date

Consolidated payables transmission

You can initiate ACH payments directly from your treasury workstation, enterprise resource planning (ERP) system, or accounts payable (AP) system. When you use our consolidated payables service, you save time by grouping ACH transactions and multiple other payment types in a single file. Supported payment types include:

Save time by grouping payment types in a single file.

- Global ACH transactions (multiple currencies)
- U.S. dollar and Canadian dollar paper checks
- Global wire transfers (multiple currencies)
- International requests for transfer (SWIFT MT101 wires)
- Commercial card transactions (multiple currencies)
- Business-to-person (B2P) electronic payments

The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee as appropriate.

Internet

Online initiation allows you to originate ACH transactions without having to create your own NACHA-formatted files. Once you build a template based on the payment type, it's quick and easy to create ACH transactions and send them to us for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
• Cash concentration and disbursements (CCD)	• International low-value payments (ILV)
• Child support payments (CCD+)	• Payroll (PPD)
• Consumer debits and credits (PPD)	• Re-presented check entries (RCK)
• Corporate trade exchange (CTX)	• Single Euro Payments Area (SEPA) payments
• Federal and state tax payments (ACHTax)	• Vendor payments (CCD)
• International ACH transactions (IAT)	• WEB- and TEL-initiated consumer debits

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, you can export templates, beneficiaries, and payment batches to update payables and receivables systems.

When you're on the go, you can use our mobile service to approve ACH templates and payments that require immediate attention.

2. **Are same-day payments possible? Please include deadlines for same and next day payments.**

Yes. The deadlines for both same-day and next-day payments are included in the table on the following page.

Origination method	Same-day settlement (on-us)*	Same-day settlement (transit)†	One-day settlement	Two-day settlement
Direct origination	6:00 p.m. PT	6:00 a.m. PT and 10:00 a.m. PT	6:00 p.m. PT	9:00 p.m. PT
Consolidated payables transmission	5:30 p.m. PT	6:00 a.m. PT and 10:00 a.m. PT	5:30 p.m. PT	5:30 p.m. PT
Online	4:00 p.m. PT	6:00 a.m. PT and 10:00 a.m. PT	6:00 p.m. PT	6:00 p.m. PT

*Both the originating account and receiving account must be Wells Fargo accounts. The $25,000 transaction limit for NACHA's Same Day Rule does not apply to on-us transactions.
†Transactions more than $25,000 and international transactions (IAT) are not eligible. Funds from incoming credits are available by 5:00 p.m. local time.

3. **What are the security/control features available to the Agency for the creation of non-repetitive and repetitive wire transfers? What are the security/control features for creating single ACH and batch ACH transactions?**

In the following paragraphs, we describe our required and recommended levels of security safeguards for initiating and releasing wires for each method we support. We do not offer fax, PC, or LANed PC wire initiation services.



Telephone

We require users to enter a personal identification number (PIN) and voice print into our voice response unit (VRU) to initiate wires over the phone. We recommend the City establish user-specified wire and account limits.

For added security, you can choose callback verification for nonrepetitive wires. We make callbacks when wires exceed threshold amounts you've set on accounts or user limits. We release wires that exceed the limits after an approver confirms the transaction. Approvers confirm wires by entering their PIN and voiceprint into our VRU.

Callback verification is optional for nonrepetitive wires; it is not available for repetitive wires.

Internet

Your company administrator assigns user functionality and account access through our online self-administration service. We require a second administrator to approve access to our online wire service. Your administrator also establishes wire initiation and approval dollar limits by payment type for each user.

We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- PIN and token code

We require dual approval for all free-form wire origination and template creation or modifications. Additionally, the City can set controls to require up to four approvals. Users can't approve wire or templates that they originate. Additionally, if multiple approvals are required, the same person can't perform more than one approval.

Mobile

With our optional eyeprint feature,* you'll use your mobile device to scan your eyes to sign on to our mobile banking service. It takes just seconds to sign on and you'll no longer need to enter your company ID, user ID, and password. You'll also no longer need to carry a token for mobile transactions that require strong authentication, such as releasing a payment.

Biometric solutions use your unique physical characteristics to identify you; these solutions are difficult to spoof. Our eyeprint feature uses your one-of-a-kind eyeprint — the unique pattern of blood vessels in the whites of your eyes — to authenticate you.

*Requires an iPhone 5S or above running iOS version 10.1 or above, or a device running Android version 7.0 or above.

CPU to CPU

Automated consolidated payables

Within your ERP, treasury workstation, or accounts payable system, the City establishes the levels of authority you require for transmissions sent directly to us.

Unless you choose to use secondary approval, we consider any wires initiated and transmitted to us by the City as ready for release. If you use the secondary approval option, we release wires after your secondary approver approves the file. Each approver (you can require up to three) reviews, modifies, approves, or deletes the wires online.

Files you transmit to us are authenticated and encrypted. Security elements vary according to the internet protocol you choose and may include:

- Digital certificates issued by us
- ID
- Key
- Password
- PIN and token code

- PGP encryption
- Connect:Direct (NDM) with Secure+

Manual consolidated payables

You can upload your wire payment file and perform secondary approvals for uploaded or transmitted files through our online banking portal.

If you use the secondary approval option, we won't release wires until we receive an approval. Each approver (you can require up to three) reviews, modifies, approves, or deletes the wires online.

We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- PIN and token code

ACH transactions

Our online banking portal requires multiple levels of user authentication to help prevent unauthorized access. All users must enter the following information to access our system:

- Company ID
- User ID
- Password

In order to access our online ACH service to initiate transactions, users must provide the following additional information:

- PIN
- One-time token code

For an added level of security, we require dual custody (separate users to initiate and approve) to release ACH transactions or create new templates.

Administration

Online banking portal

The City will identify the individuals who'll act as the administrators for your services.

They can:

- Create user IDs and passwords
- Delete user access
- Control user access to accounts and services
- Set user access levels, including transaction limits, based on business need
- Perform administration functions through our online ACH service

Online ACH service

Through our online ACH service, you'll manage security levels at the user and business unit level as well as by account, dollar amount, and type of transaction.

Within our online ACH service, your administrators can perform the following functions:

- Create and delete users
- Add account access, payment types, and ACH company IDs

- Add user payment transaction limits
- Add user entitlements such as the ability to create certain payment types, templates, and payments

Your administrators can make changes at any time. We require dual custody (separate users to initiate and approve) for any administrative tasks that relate to our online ACH initiation service.

Our transmission service supports multiple protocols to transfer files: HTTPS, FTPS, SFTP, and AS2. You can choose to use IP filtering to help ensure connections originate from an IP address specified for a user ID.

Encryption

All of our supported internet protocols require session-level encryption. The encryption type varies based on the transmission method you select. Our supported protocols use 128-bit secure sockets layer (SSL) or secure shell (SSH) encryption to protect data in transit between the City and Wells Fargo. You can also add Pretty Good Privacy (PGP) for additional security. We do not require additional encryption at the file level.

Connect:Direct transmissions require a Secure+ add-on, which encrypts the session with SSL. Two options also require use of a Wells Fargo-provided encrypting router.

Authentication

We issue specific credentials to you to authenticate transmissions and grant access to our transmission facilities. When you transmit your files to us, we require certain credentials. If the credentials don't match what we are expecting, we will not allow you to send us the file.

Our security measures help safeguard your information when you access any of our online treasury management services. We describe several of these measures below.

User authentication

Our system requires the following levels of authentication to help protect the City from unauthorized transactions:

- Each user must enter a company ID, user ID, and password in order to access our portal or mobile service
- Additional two-factor authentication for certain high-risk or sensitive transactions such as ACH transactions or administrator tasks
- A second user's approval to release ACH transactions or create templates

Computer network security

Wells Fargo protects data communications between our customers and Wells Fargo. Our computer networks use many layers of protection, including firewalls and Secure Sockets Layer (SSL) encryption.

Data integrity

Encryption and hash functions help protect your data from being altered or destroyed as it moves over the internet or across wireless networks when using our mobile service.

Access control

You can control which employees have access to your accounts and services by setting their access levels based on business need with our online user management service, where you can also authorize users to perform specified functions. We require that a second administrator approve any administrative tasks that relate to our online ACH services.

4. **Describe the protocol for initiating wires over the phone (oral wire transfers). What security measures are required to process an oral wire transfer?**

We require users to enter a PIN and voice print into our voice response unit (VRU) to initiate wires over the phone. We recommend the City establish user-specified wire and account limits.

For added security, you can choose callback verification for nonrepetitive wires. We make callbacks when wires exceed threshold amounts you've set on accounts or user limits. We release wires that exceed the limits after an approver confirms the transaction. Approvers confirm wires by entering their PIN and voiceprint into our VRU.

Callback verification is optional for nonrepetitive wires; it is not available for repetitive wires.

5. **What is the process for retrieving a wire or ACH transaction if there is an Agency error in processing a fund transfer? What is the process for retrieving a wire or ACH transaction if there is a bank error in processing the fund transfer?**

Retrieving wires

You can cancel a wire transfer at any time before its release to the Federal Reserve, SWIFT, or our internal posting system. However, if the wire does not require approval, we automatically process the wire after it's entered, and a cancellation may not be possible. You should call your relationship manager, our wire transfer department, or your dedicated client service officer, Nicole Ainsworth, for help with canceling a wire transfer.

Our deadline for best-effort cancellation of a wire transfer that we have not already processed is 2:30 p.m. PT.

If you cancel the wire transfer before we process it, there is no need to retrieve the funds because we have not yet withdrawn the money from your account. Currently, we do not charge for canceling an unprocessed wire transfer.

If you cancel a wire transfer after we've processed and released it, we contact the receiving bank to request a return of the funds. However, the receiving bank is not obligated to return the money. If the receiving bank refunds the money, we'll immediately credit your account. If Wells Fargo is the receiving bank, we contact the recipient for approval before we debit the account and return the funds to the City.

In addition to the outgoing wire fee, we charge an investigation fee.

ACH transactions

For security purposes, we do not allow modifications to ACH transactions once we receive them. To modify a transaction, you must submit a deletion request and then resubmit the modified transaction.

You can initiate a deletion request online, or you can email or fax us a completed request form.

For one-day, two-day, or on-us same-day transactions, we must receive your deletion request prior to 1:00 p.m. PT on either the day you submitted the file, or two business days prior to the posting date of the transaction, whichever is later. For same-day transit items, we must receive your deletion request by 5:00 a.m. PT.

If you submit a deletion request after the deadline, we process the item as a reversal. Per NACHA guidelines, you must notify the receiver of the reversal.

Only authorized users can initiate requests through our online banking portal. Your company administrator can grant or restrict user access.

If you choose to use our secure email or fax option, we provide you with the required forms. You'll control who has access to these forms at the City. We accept all emailed and faxed forms, as long as all required fields are complete and the form is signed.

You can request that we delete an individual entry from a file without delaying release of the remaining transactions.

Processing errors

In the case of bank error, we work directly with the originating or receiving financial institution to resolve the issue. We post adjustments directly to your account and notify you by mail and, in some cases, by telephone as soon as we process the adjustment. We make balance adjustments to your account analysis statement if an error isn't corrected within the same month it occurs. Adjustment calculations vary by the circumstances of the error.

6. How is authorization levels established for fund transfers?

In the following paragraphs, we describe our wire authorization requirements, which differ by initiation channel. We do not offer fax, PC, or LANed PC wire initiation services.

Telephone

The City first completes an agreement that identifies users authorized to initiate and approve wires over the telephone. You can authorize users to initiate repetitive and free-form wires within set limits. We'll issue each user a computer-generated PIN. Users must supply a PIN each time they initiate any type of wire. In addition, users must establish voice prints. Our system matches the PIN and voice print to confirm the identity of the caller.

Internet

The City's company administrator determines user entitlements to wire services, functions, and accounts. Company administrators do this using our self-administration service available through our online banking portal.

We require two-factor authentication when users initiate wires online. Each user must enter the following information:

- Company ID
- User ID
- Password
- PIN and token code

We require dual custody for initiation of free-form wires, and creation and maintenance of repetitive wires templates. Additionally, a wire originator cannot approve their own transaction.

Mobile service

With our optional eyeprint feature,* you'll use your mobile device to scan your eyes to sign on to our mobile banking service. It takes just seconds to sign on and you'll no longer need to enter your company ID, user ID, and password. You'll also no longer need to carry a token for mobile transactions that require strong authentication, such as releasing a payment.

*Requires an iPhone 5S or above running iOS version 10.1 or above or a device running Android version 5.0 or above.

CPU to CPU

We don't have bank-imposed authorization requirements. The City establishes authorization requirements in your ERP system, treasury workstation, or AP system.

If you use our optional secondary approval service, we release wires after your secondary approver approves the file. Each approver (you can require up to three) reviews, modifies, approves, or deletes wires through our online banking portal.

Section 7 – State activity

The City transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis. Please respond to all of the following.

1. **Is the bank an approved State of California depository? If not, please describe the process for completing these types of transactions.**

   Yes.

2. **Please describe the LAIF transfer process. Are the transfers done by telephone, terminal (ACH), fax, wire transfer, etc.?**

   LAIF transfers are handled as follows:

   - **Funds transfer to LAIF** — The City will contact the State of California LAIF office to advise of a funds transfer. A LAIF representative will provide a transfer confirmation number. The deadline is 10:00 a.m. PT. You will initiate the funds transfer electronically by wire.
   - **Funds transfer from LAIF** — The City will contact the State of California LAIF office to request a withdrawal. The deadline is 10:00 a.m. PT. The funds will be transferred into your Wells Fargo account by wire transfer the same day.

Section 8 – Deposit activity

The City currently utilizes remote deposit equipment provided by its current bank for daily deposits into its accounts as well as an armored courier to make physical deposits into accounts at the local branch. In addition, The City receives daily ACH deposits. Please respond to all of the following.

1. **Please identify your branch locations closest to City Hall located at 99 E Ramsey St, Banning, CA 92220**

Wells Fargo has a full-service branch located 1.14 miles from City Hall at 1735 W. Ramsey Street in Banning.

Here's a listing of all the branch locations that are in close proximity to City Hall.

Your location	Branch	Deposit deadline (local time)	Distance
City of Banning 99 E. Ramsey St. Banning, CA 92220	**Banning** 1735 W. Ramsey St. Banning, CA 92220 951-849-5605	Mon-Fri: 9:00 a.m. - 6:00 p.m. Sat: 9:00 a.m. - 4:00 p.m.	1.14 miles
	2nd Street Marketplace 1494 E. 2nd St. Beaumont, CA 92223 951-769-2973	Mon-Fri: 9:00 a.m. - 6:00 p.m. Sat: 9:00 a.m. - 4:00 p.m.	4.81 miles
	Beaumont 499 E. 6th St. Beaumont, CA 92223 951-845-2605	Mon-Fri: 9:00 a.m. - 6:00 p.m. Sat: 9:00 a.m. - 4:00 p.m.	6.03 miles

2. **Do you have remote deposit capability?**

With our remote deposit service, you can electronically deposit checks into your Wells Fargo accounts directly from your computer with internet access.

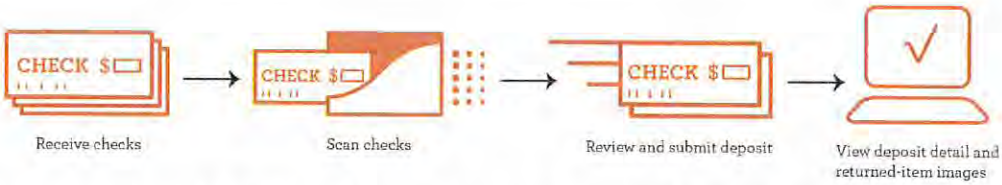
An extended deposit deadline of 7:00 p.m. PT for same-day ledger credit means improved availability and simplified account reconciliation.

The following describes the process and workflow of our remote deposit service.

How it works

1. Scan checks for deposit by using a check scanner and a computer connected to the internet
2. Confirm the dollar amounts and verify that the deposit balances
3. Submit the deposit to us; we'll immediately send a confirmation to you

The following diagram shows the remote deposit process flow.



If you are enrolled in our Event Messaging service, we'll send authorized users a deposit confirmation notice by email, text, or fax.

Mobile deposit

You can capture images and deposit funds* to your account with the camera of a mobile device.† Mobile users, such as field officers and route drivers, can accept customer checks or money orders and deposit them immediately.

*One check per deposit.

†Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 5.0 or higher.

3. How do you determine and calculate availability of deposited items?

We determine availability in accordance with applicable law and Wells Fargo's availability policy, based on factors such as the routing transit number on the check, deposit location, and deposit method (branch, ATM, remote deposit capture, and more).

Immediate availability is given for on-us items, except for our controlled disbursement items (which are available on the following business day).

Most of our customers use our accelerated availability schedule. We offer alternate schedules on a case-by-case basis. We'll work with you to help ensure you have the most appropriate availability schedule for your account.

We review our availability schedules annually. Please refer to Appendix Tab D for the availability schedule specific to the services requested.

4. Do you calculate availability by item or formula?

We calculate availability on an item-by-item basis.

5. Please describe the bank's returned item handling and notification procedures. Is an Automatic re-clearing option available? If so, how many times?

Processing returned items can be a burden on your staff. However, you can improve the efficiency of your process with handling instructions, reporting, or electronic returns — that help you reconcile, research, and collect on returned items.

Processing

During implementation, you'll tell us whether you will follow our standard processing instructions or whether you want to set up special instructions.*

Standard instructions

Our standard processing instructions are to:

- Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system
- Post all returned items to the depository account in one lump sum per day
- Debit the depository account for chargebacks

Special instructions

Examples of special instructions* the City can set up are to:

- Post separate debits for each returned item to the depository account
- Automatically redeposit all items (regardless of amount) returned for nonsufficient funds (NSF) or uncollected fund (UCF)
- Redeposit all Wells Fargo items less than a predetermined dollar amount
- Mail physical items or additional copies of the debit advice to an alternate address
- Chargeback items to an account other than the depository account
- Key additional data (such as maker name, phone number, and address) on the advice

*Additional fees apply for some special instructions.

Online reporting and images

Information reporting

Reduce the time spent researching, analyzing, and recording returned payments. You can access same day and previous day reports with detailed information about your returned items. The HTML format of the report includes links to item images.

You can also access the same day report through your mobile device.

Decisioning

Begin your collection efforts on the same day we receive returned items. View your returned items beginning at 6:00 a.m. PT and change the default disposition (chargeback or redeposit) by 4:30 p.m. PT.

Notification

Receive an email notification when we process returned items or when items are available for decisioning. This email prompts the City to sign on to the portal to view the detailed return reports or to review and decision returned items.

Images

Access returned items images and detailed information the next business day after we receive the items; information is available up to 180 days.

Transmission reporting

Data transmission

Receive a transmission file (in flat or NACHA file format†) — including keyed data — for both returned checks and ACH transactions.

Image transmission

Receive a transmission of returned check images, associated index information, and detailed information through our Image File Import service.

You can import these files into your internal or a third-party image archive. The files consist of an XML-formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.

†NACHA format requires enrollment in our ACH check conversion service.

Electronic returns

Automatically convert eligible paper returned items into ACH debits. This allows us to make up to two re-presentment attempts (instead of only one with the paper deposit process), which can increase your collection rates. Consumer checks of less than $2,500 that are returned for NSF or UCF are eligible for this service.

Section 9 – Remote deposit capture

The City currently scans checks received through the mail and transmits for deposit (Creditron). Please describe your institution's capabilities of transmitting deposits via desktop.

You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically. **This eliminates the need for your employees to physically take deposits to the bank.** An extended deposit deadline of 7:00 p.m. PT for same-day ledger credit may mean faster notice of returned items.

You'll no longer need to maintain accounts at local banks that have physical branches near your locations. You can **consolidate banking relationships**, save money on account maintenance fees, and **reduce the time spent reconciling multiple bank accounts**.

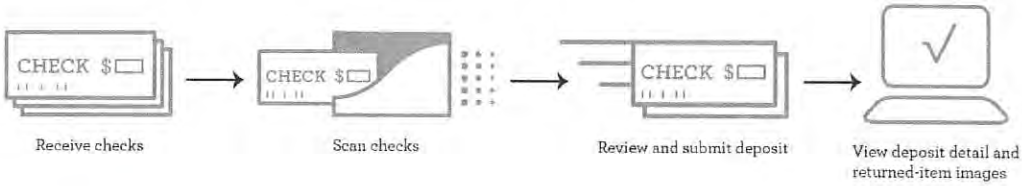


How it works

You scan checks for deposit by using an approved check scanner and a computer with internet access. Next, confirm the check dollar amounts and verify the deposit balances. Then, submit the deposit to us; you'll receive a prompt confirmation.

If you are enrolled in our Alerts service, we will send authorized users a deposit confirmation notice by email, text message, or fax.

The following diagram shows the remote deposit process flow.



Features

Image access

As you scan checks, we capture their images and store them on our servers. Check images are promptly available online through our remote deposit service for 90 days; these same images are also available online through our online Transaction Search service for seven years.

Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks you receive; this lets you search for checks using your own criteria and makes it easy to upload data into your accounts receivable system. Our quick data feature simplifies the capture process by automatically recalling some of your previously entered receivables data.

Reporting

You can generate the following reports through our remote deposit service.

Report name	Description
Deposit Report	This report contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.*
Deposit Report with Item Details	This report contains general deposit information and item details for each deposit completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.
Express Report with All Item Images	This report displays a "quick" version of the Deposit Report with Item Details. It is available in PDF format and contains detail information and images for each item deposited (up to 1,000 items), and maintains a 90-day history. You can select the number of images (up to eight per page) that you would like to see.
Deposit detail transmission	We offer a deposit detail transmission that can include discretionary data that the City manually entered in addition to check detail. This allows you to receive an electronic file for posting your receivables.

*CSV, Excel, and HTML formats contain keyed discretionary data.

User access

The City's designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user's access. For example, a user can have scan-only access for one account and balance-only access for another account. This flexibility lets you implement dual controls so that one person scans and another person submits a deposit.

Batch deposits

You can create multiple batches within one deposit. This simplifies balancing when you have checks for multiple entities in the same deposit.

Mobile deposit

You can capture check images and deposit funds* to your account with the camera of a mobile device.† Mobile users, such as on-the-road personnel, can accept customer checks and deposit them immediately.

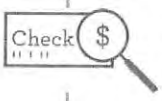
*One check per deposit.

†Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 5.0 or higher.

Updates

Because our service is entirely internet-based, it does not require the installation of any software (other than a scanner driver). Any updates we make are promptly available to you when you access the system.

Quality control



Before submitting a deposit, you'll have a chance to review the scanned items, and make corrections (such as rescan images, enter missing data, and verify item amounts) to balance the deposit. Then, you'll submit the deposit to us. Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.

While image quality exceptions are rare (accounting for less than 1% of all items we process), we do have a process for handling them. If there is an item that we cannot clear, we follow an adjustment process and notify you accordingly.

Section 10 – Account reconciliation/positive pay

The City currently issues approximately 420 accounts payable checks monthly and 20 ACH/Wire payments. It is The City's desire to utilize full account reconciliation online reporting, including Positive Pay, for checks issued. Please respond to all of the following.

1. **Does the bank offer full account reconciliation and positive pay with data transmission capabilities? If so, please describe the service.**

Yes. Currently, the City utilizes our Account Reconciliation Plan (ARP) and automated reporting service the City can continue to **quickly and efficiently reconcile your disbursement** accounts with your internal accounting records. as well as detect and reduce your exposure to check fraud.

Benefits

- Reduces accounting costs and increases productivity
- Improves cash control and provides faster, more accurate information
- Increases audit control
- Minimizes both internal and external fraud losses

We offer our disbursement customers both Full and Partial ARP.

Full ARP

With this service, the City provides the bank with issued check information, and we reconcile your paid checks to your issued checks and send a detailed statement.

Within 90 minutes of electronic transmission, you can receive an **optional file confirmation for check issue information or stop payments**.

On a weekly or monthly basis, comprehensive statements are available for your account. You can request a variety of optional reports including Paid Checks, Outstanding Checks, Stop Payments, and several others. You can receive these reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. The PDF and paper formats can include sorting and subtotaling by location or high order prefix.

We update check issue information **more than 50 times** each day, seven days a week.

Partial ARP

With this service, we provide the City with an ARP statement. You can also request a variety of optional reports including Paid Checks, Stop Payments, and several others. You can receive these reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. You use the statement or optional reports to reconcile your account and identify any exceptions.

Optional reporting

Our information reporting system is fully integrated with our online banking portal, making it easy for your staff to **access all relevant reports and information online.**

With Full and Partial ARP, you can **customize your account reconciliation** to match your accounting needs by choosing which optional reports you need from the 14 we list in the following table.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks*	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks†
Issue Notices Not Received†	Matched Paid Items†
Voids and Cancels*	Prior Payments*
Issues This Cycle*	Unpaid Checks

*Only available with Full ARP.
†Only available with Full ARP or Partial ARP with Positive Pay.

The following are samples of our most commonly requested optional reports, shown in PDF format. You may also receive optional reports in Excel, CSV, and flat file text (transmission) formats.

Paid Checks

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
PAID CHECKS REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 05-31-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450201004		5-31-08	20.00	INNR
450201005		5-31-08	200.00	INNR
4050101002	5-30-08	5-30-08	100.00	
4050101004	5-30-08	5-30-08	20.00	
4050101005	5-30-08	5-31-08	200.00	
4050201001		5-31-08	10.00	
4050201002		5-31-08	100.00	INNR
4050201003		5-31-08	1,000.00	
8			1,659.00	TOTAL

Outstanding Checks

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
OUTSTANDING CHECKS REPORT

PRINTED: 05-06-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 0-00-00 TO 05-06-08

SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-3-08	1,000.00	0	
3051101004	5-3-08	20.00	0	
3051101005	5-3-08	200.00	0	
3051201001	5-3-08	10.00	0	
3051201002	5-3-08	100.00	0	
3051201003	5-3-08	1,000.00	0	
3051201004	5-3-08	20.00	0	
3051201005	5-3-08	200.00	0	
3051301001	5-3-08	10.00	0	
18		5,210.00	TOTAL	

SERIAL	ISSUE
3051101002	5-05-08
3051101003	5-05-08
3051101004	5-05-08
3051201005	5-05-08
4051201001	5-06-08
4051201002	5-06-08
4051201003	5-06-08
4051201004	5-06-08
4051301005	5-06-08

AMOUNT	CODE	OPTIONAL INFO
1,000.00	0	
20.00	0	
200.00	0	
10.00	0	
100.00	0	PAYEE NAME 1
1,000.00	0	PAYEE NAME 3
20.00	0	PAYEE NAME 3
200.00	0	PAYEE NAME 4
10.00	0	PAYEE NAME 5
5,210.00	TOTAL	

Stop Payments



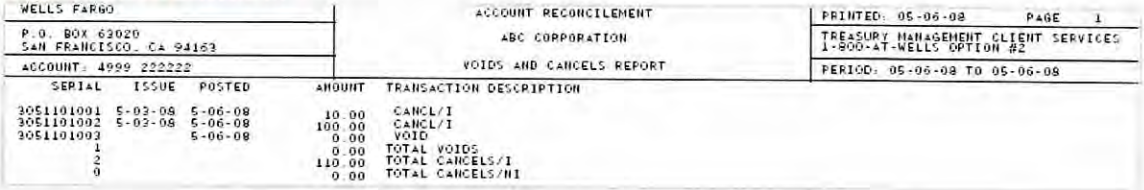
WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
STOP PAYMENTS REPORT

PRINTED: 05-30-09 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 04-29-09 TO 05-29-09

SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	279.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-13-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Voids and Cancels



WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
VOIDS AND CANCELS REPORT

PRINTED: 05-06-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-06-08 TO 05-06-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
3051101001	5-03-08	5-06-08	10.00	CANCL/I
3051101002	5-03-08	5-06-08	100.00	CANCL/I
3051101003		5-06-08	0.00	VOID
1			0.00	TOTAL VOIDS
2			110.00	TOTAL CANCELS/I
0			0.00	TOTAL CANCELS/NI

Teller positive pay

We know that reducing fraud is an important concern for customers like the City. That's why we've focused on integrating our positive pay service with our teller system. Because we capture issue files and update the bank teller line every 30 minutes throughout the day, our tellers view the most current positive pay information available. This provides additional protection against check fraud.

Our ability to provide up-to-date information more than 50 times a day, seven days a week, distinguishes us from other banks. We capture your positive pay files every 15 minutes from 6:00 a.m. to 8:00 p.m. PT.

When presented with an unmatched item, our tellers will make a best efforts attempt to contact Treasury Management Client Services, who will contact the City to request instructions about how to handle the item.

Payee Validation

We offer an optional payee validation solution. We validate payee names on all checks presented for encashment* at our teller windows and on deposited checks above the threshold dollar amount. Payee matches are paid and payee mismatches are reported for your pay or return decision.

*If the payee is not a Wells Fargo customer, he or she will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the City has the option to pay the check cashing fee as part of your account analysis.

2. **Describe the bank's stop payment service and features. Can stop payments be entered online? How long is a stop payment effective?**

You have two options to submit stop payment orders: through our online banking portal, or by electronic transmission, where you'll include information in your ARP issue file. With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we'll process them in real time.

Online

Stop payments are effective immediately after you successfully initiate the request through our online service.

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid.

While you can place stop payments on a range of checks, there is a maximum number of 50 stops that you can place at one time. To place stop payments on more than 50 checks at one time, you'll contact your dedicated client service officer for assistance.

By transmission

You can make a request as late as 6:00 p.m. PT and still receive same-day posting.

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid. If you need to place a stop payment on a range of checks, you must include each individual check number in the file. As an alternative, you can contact your dedicated client service officer for assistance with a range stop payment.

Effective period

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online service, or choose to use our automated renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

3. **Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?**

Your relationship team gets an overdraft report every morning. If the City is on it, your relationship team will contact you by phone and email to help ensure the items that caused the overdraft are valid, and make arrangements. If the City can show a wire confirmation from LAIF or another source, we will pay the items if approved by the City.

4. **Does the bank offer an imaging service for cleared disbursement checks? If so, please describe the service and the length of time the cleared checks are available for viewing.**

You can receive check image detail online, by image transmission, or on a disk.

Online

You can retrieve, view, print, and download images through our online banking portal. Images are available by 6:00 a.m. PT the business day after posting. Some images may also be available on an intraday basis. Images are available for seven years.

Image transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images, and related index information. Image files are available as early as 8:00 a.m. PT the day after posting. Through our secure transmission platform, you can download files into your internal archives, or to our viewing software. During implementation, you'll choose which format, XML or PDF, you want to use for your files.

CD or DVD

We deliver disks weekly, monthly, or semi-monthly. Disks are ready eleven business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

5. **If imaging service is not available, are other services available for processing the images of disbursement checks? Please describe the process associated with the service.**

Imaging services are available to the City. Please see our response to question 4.

Section 11 – Balance & detail reporting

The City desires the ability to access daily balance, float and detail reporting information (prior day details on debits and credits) electronically through its online banking service. Please respond to all of the following.

1. **Please describe the bank's online information reporting system.**

Information reporting



Our Treasury Information Reporting service delivers customizable information reporting for all your account activity. You can access your information both online and through our mobile service. With our service, you can view, print, or download your balances and transactions — and view check images on select reports.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction details, as well as reports on specific transaction types.

You can download reports, as needed, into your accounting, treasury workstation, ERP, or systems of record. View and download options vary by report, but include HTML, PDF, Excel, CSV, and BAI V2.

Our current day (intraday) reporting includes balance information transaction details such as:

01 ACH receipts and settlement transactions

02 Cash letter deposits with availability

03 Controlled disbursement summary or detail

04 Incoming and outgoing wire transfers

05 Lockbox deposits with availability or detail

06 Remote deposits with detail

Our standard data storage provides access to seven calendar days of transaction history. We also offer optional extended storage of 30, 60, or 90 calendar days.

We update current day information multiple times throughout the day. The exact times depend on the specific transaction. We report transactions that post, and we update current ledger and available balances on a near real-time basis.

Available reports	
Intraday reports	With this report you can:
ACH Origination	View ACH-originated transactions and confirm that Wells Fargo received and processed them.
ACH Receive	View timely information for all received ACH transactions that will post to your account at the end of the current day.

Available reports	
Intraday reports	With this report you can:
ACH Return/NOC	Get detailed information for all ACH transactions that were returned for any reason, as well as notification of change (NOC) information for items that processed successfully, but may require additional action.
Controlled Disbursement Detail	Provides check details for each of your controlled disbursement accounts.
Controlled Disbursement Summary	Helps you identify excess funds by offering a summary of the current day presentment and adjustment activity.
Deposit Detail	View your electronic deposits for the day, including the items in each deposit and whether the items were processed as checks or converted to electronic transactions.
E-Box	Review and post payments that originate through an online bill pay service. View information needed to match payments to your accounts receivables.*
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations from your trading partners in a comprehensive format.
Intraday Composite	Get a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	View total balances across multiple accounts with summarized debit and credit information, to help determine your intraday cash position, and make daily investment and borrowing decisions.
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	See detailed information about received lockbox payments from your customers. You can also view images from each deposit, including checks and remittance documents.
Wire Transfer Detail	Get complete details for all outgoing and incoming wire transfers, including book transfers, domestic U.S. wires, and cross-border wires.

*Standard report storage is 60 days. We do not offer extended storage for this report.

Previous day

Our previous day reporting includes all transaction types that post to your accounts. Our standard data storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days for balances and transaction details.

We update previous day information by 3:30 a.m. PT Tuesday through Friday, and by 5:30 a.m. PT on Saturday, though it is often available sooner.

Available reports	
Previous day reports	With this report, you can:
ACH Customer Activity	Access ACH settlement information and adjustment details by account, as well as a summary of return activity so you can make more informed decisions about managing your accounts.

Available reports	
Previous day reports	With this report, you can:
Express Balance	Get a quick snapshot of your previous day account balance information as well as your current available balance.
Loan Manager	Receive a consolidated view of your asset-based loan activity, including summarization of operating account, collateral account, and loan activity.
Month-to-Date Balance	View a daily summary of account balances, including averages, aggregate float, and total transactions posted to your account for month-to-date, prior month, or a specific date range.
Previous Day Posting Status	Check this report throughout the day to see when your accounts' previous day information is available. This report can include information for Wells Fargo accounts and accounts at other financial institutions.
Previous Day Composite	Get a comprehensive view of previous day posted account information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction, and view full detail for wire transfers or received ACH transactions.
Previous Day Return Item	View details of paper returns after they are charged to your account. You can also view images of each returned item.
Sweep Account Position*	Monitor your line of credit, view your investment position for the next day, see how sweep activity impacts your line of credit, and track dividend accruals.

*For Money Market Mutual Fund Stagecoach Sweep® and Credit Sweep customers only. Investment products are not FDIC insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Reconciliation reports and statements

Our reconciliation reports and statements allow you to reconcile your account with your internal accounting records. These reports may also help you detect and reduce check fraud on your accounts.

Available reports	
Reconciliation reports and statements	With this report, you can:
ARP Statements and Optional Reports[1] **ARP Off-Cycle Reports[1]**	Access your ARP statements as well as 14 optional ARP reports, or choose only the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.
ARP File Posting Confirmation[2]	View a summary of your account reconciliation activity by date, including check issues, cancels, voids, and stop payment requests, releases, and renewals.
ARP Data Query Report[3]	Perform queries on your ARP account information, and download the results in CSV or Excel.
DDA Cycled Statement[4]	View your electronic statement of checking activity the day after your statement cycle closes.

1. Standard storage is 13 months.
2. Standard storage is 45 calendar days.

3. Standard storage is 90 calendar days.
4. Standard storage is five cycles with a daily cutoff or three cycles with all other cutoffs.

Why Wells Fargo?

In the following paragraphs, we describe the information reporting features that differentiate our service.

Report customization and sharing options

Your users can have near real-time access to the information they need to make critical business decisions. Users can save up to 100 custom reports. To save time for all your users, you can share saved reports among similarly authorized users. Our service allows customers to share up to 200 reports at the company level, and each user can share up to 50 reports.

Customize reports, share data, and access your information 24 hours a day, 7 days a week.

Data exchange

Our data exchange reporting service allows you to combine the information from your accounts at Wells Fargo and other banks for a complete look at your financial position. Incoming Data Exchange sends intraday or previous day account balance and transaction details to Wells Fargo from participating financial institutions worldwide.

Mobile access

When you need to view reports while you are on the go and away from your desk, we offer our mobile service as an extension of our online banking portal. Through our mobile service, you'll be able to access the same reports that you access through our online banking portal.

Automated downloads



With our optional automated downloading service, you can reduce the amount of time you spend on routine tasks like report retrieval. Our service can generate reports at any time, or you can schedule them to run daily, weekly, or monthly, and have them automatically delivered to your printer, email, or system of record.

Optional alerts

Our optional Alerts service complements our information reporting service. You can receive critical information alerts by email, fax, or text message about account activities, including:

- ACH received or return activity
- Controlled disbursement totals
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity and unauthorized ACH transactions
- Returned checks

Based on your preferences, we can notify you immediately, once every hour, once every two hours, once a day, or twice a day.

2. **Can reports be custom-tailored for the end-user?**

Yes. The City has the option of customizing reports for one-time use, and saving custom reports for reuse. Users can save up to 100 customized reports and edit them at any time. Our service allows customers to share up to 200 reports, at the organizational level, and each user can individually share up to 50 reports. To save time, you can share reports among similarly authorized users.

3. **Can The City obtain current day (intra-day) information?**

The City can continue to access current day information through our online reporting service, mobile service, and by transmission.

Online and mobile information reporting

We update current day (intraday) information multiple times throughout the day. The exact times vary depending on the specific transaction types and report. We report transactions and update the current ledger and available balances on a near real-time basis.

If there is a service interruption, we update the system as soon as possible, typically within 15 minutes, post updates to describe the problem, and provide expected system availability.

Our current day reporting includes balance information and the following transaction types:

- ACH debits and credits
- Cash letter deposits with availability
- Controlled disbursement summary and detail
- Incoming and outgoing domestic and international wire transfers
- Lockbox deposits with availability and detail
- Remote deposits with detail

We offer several additional intraday reports to the City, including those listed in the following table.

Available reports

Intraday reports	With this report, you can:
ACH Origination	View ACH-originated transactions and confirm we received and processed them.
ACH Receive	View timely information for all received ACH transactions that will post to your account at the end of the current day.
ACH Return/NOC	Get detailed information for all ACH transactions, returned for any reason, as well as notification of change (NOC) information for items that processed successfully, but may require additional action.
Controlled Disbursement Detail	View check details for each of your controlled disbursement accounts.
Controlled Disbursement Summary	Helps you identify excess funds by offering a summary of the current day presentment and adjustment activity.
Deposit Detail	View your electronic deposits for the day, including the items in each deposit, and if they were processed as checks or converted to electronic transactions.
E-Box	Review and post payments that originate through an online bill pay service. View information needed to match payments to your accounts receivables.*
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations from your trading partners in a comprehensive format.
Intraday Composite	Get a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	View total balances across multiple accounts with summarized debit and credit information, to help determine your intraday cash position and make daily investment and borrowing decisions.

Intraday reports	With this report, you can:
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	See detailed information about received lockbox payments from your customers. You can also view images from each deposit, including checks and remittance documents.
Wire Transfer Detail	Get complete details for all outgoing and incoming wire transfers, including: book transfers, domestic U.S. wires, and cross-border wires.

Transmission

You can receive current day BAI, SWIFT, and ISO 20022 XML files at various times throughout the day based on the times you specify during implementation.

We are unable to notify you in advance if a scheduled download is unavailable. If a scheduled download does not occur, you can contact your dedicated client service officer for information and expected resolution time.

We provide full transaction detail on every transaction for easy identification and reconciliation.

4. What are the computer hardware and software specifications for the bank's online system?

Our reporting service is internet based and operates within a web browser through our online banking portal. You can access the online banking portal through most web browsers that use 256-bit Secure Hash Algorithm (SHA) encryption. The following table lists the system requirements.

For customers who use our online reporting service, the following table lists our system requirements.

System requirements*	
Supported operating systems	▪ Windows 7 and Windows 7 Professional ▪ Windows 8 and Windows 8.1 Professional ▪ Windows 10 and Windows 10 Professional ▪ Windows Server 2012 ▪ Mac OS X El Capitan 10.11 ▪ macOS Sierra 10.12
Supported browsers	▪ Microsoft Internet Explorer 11 ▪ Microsoft Edge ▪ Safari (only on Mac) ▪ Mozilla Firefox (only on Windows) ▪ Google Chrome
Browser plug-ins and settings	▪ Adobe Reader 7 (for viewing reports) ▪ Adobe Flash Player 7 (for viewing tutorials) ▪ JavaScript-enabled ▪ Session cookies-enabled ▪ XHR-enabled

System requirements*	
User level	▪ Administrative rights to the computer where Autolink will be installed

*System requirements are subject to change and may vary for our other online applications. For the most current requirements, go to https://wellsoffice.wellsfargo.com/portal/signon/helpPages/systemRequirements.jsp.

Support for other operating systems and browsers

While our services may work with older versions of the operating systems and browsers listed in the previous table, we do not formally support them.

5. **What is the bank's contingency plan for providing this information in the event of unexpected bank system problems or natural disasters?**

Our core procedures for business continuity planning remain the same for many types of disruptions or disasters. Our goal is always to restore and maintain normal service levels as soon as possible. Contingency planning, routine data backups, and business recovery are parts of each recovery plan. We have teams on call 24 hours a day, 7 days a week, ready to respond to a disruption.

Online banking portal

If the online banking portal experiences a disruption, we'll use our backup environment or invoke product recovery plans as needed. We maintain a duplicate environment of our online banking portal in a separate location. We actively monitor the readiness of the alternate site by using it to deploy code enhancements and enact disaster preparedness simulations.

Mobile service*

We have a backup environment for our mobile platform in the event of a system disruption. Our mobile service and online banking portal channels use different web addresses and user interfaces. This means that, depending on the nature and root cause of a disruption, users may be able to access services through the mobile service if our online banking portal is unavailable.

Additionally, our mobile token feature allows users to use their mobile device in place of a physical token to access secure services. This can be helpful in instances where users are separated from their physical token.

*Requires iOS version 10.1 or higher or Android version 5.0 or higher.

Please see our Business Continuity Planning document in Appendix Tab E.

Section 12 – Corporate credit cards and rebate

The City may consider transferring its Corporate VISA Cards which are currently issued to 4 employees, with limits ranging from $4,000 to $10,000. Please respond to all of the following.

1. **Can the bank provide The City with corporate credit cards? If so, what is the annual fee per card?**

Yes. The City can choose from a variety of purchasing card account types. In the following table, we describe our account types and typical uses for each.

We do not charge an annual fee per card.

Account type	Usage
Commercial card With plastic Allows the City to set individual spending limits and permissible merchant categories for each cardholder	**Purchasing (small dollar expenses)** ▪ Operating goods ▪ Professional services ▪ Utilities ▪ Supplies ▪ Education and training ▪ Transportation ▪ Repair and maintenance ▪ Travel
AP Control Without plastic Allows the City to pay AP invoices using a unique virtual account number	▪ Large dollar transactions related to purchase orders paid as part of the normal AP process ▪ Recurring purchase order payments ▪ Utilities
Straight Through Processing* Without plastic Allows the City to pay AP invoices using unique virtual account numbers. Suppliers arrange to receive your card payments in their bank accounts instead of processing payments themselves.	▪ Large dollar transactions related to purchase orders paid as part of the normal AP process ▪ Recurring purchase order payments ▪ Utilities
Ghost card Without plastic Allows the City to use a recurring card number without issuing a physical card; for central travel accounts, we can send a reconciliation file to your preferred travel agency	▪ Airfare ▪ Preferred supplier ▪ Utilities ▪ Departmental charges ▪ Central travel account
Declining balance card With or without plastic Allows the City to issue a lump sum dollar amount	▪ Relocation ▪ Project budgeting ▪ Petty cash ▪ Special or short-term capital projects ▪ Travel per diem

Account type	Usage
Virtual travel account Without plastic Allows the City to incorporate unique virtual accounts into managed travel programs, helping to eliminate direct billing with travel suppliers	Travel management companies and agents
On-demand payments Without plastic Allows the City to have instant access to unique virtual account numbers to pay your suppliers without waiting for batch processing	▪ Preferred suppliers ▪ Raw materials ▪ Equipment ▪ Travel management needs

*Currently in pilot. Functionality is subject to development, change, or cancellation. Full rollout is to be determined.

One card for all your needs

We're a top issuer of commercial cards and fully committed to a true single-card approach. Our single-card solution allows you to consolidate purchases including:

Purchase types	
Airfare cards	Ghost accounts
Department cards	Travel
Fleet	Relocation

Structuring our program in this way provides the following benefits for:

- Integrated reporting using our proprietary, single sign-on online banking portal
- One database interface with your financial systems, including general ledger
- Simplified program administration, including employee education and support

Award winning

Wells Fargo is a recognized industry leader, having received the Global Service Quality Award from Visa® International in the following areas:

- Highest domestic authorization approval rate — 2015, 2014, 2013, 2010, and 2007
- Highest charge-back effectiveness rate for non-fraud disputes — 2014, 2013, and 2011
- Highest charge-back effectiveness rate for fraud disputes — 2017, 2016, and 2011

Direct deposit of out-of-pocket expenses

Our online expense reporting service automates the process of reimbursing cardholders and non-cardholders for out-of-pocket expenses, including mileage, resulting in a streamlined expense reporting process. The reimbursement coincides with the end of your billing cycle, and we process the payment one to three business days after the cycle is over.

One file updates cardholder data

You can send a file containing cardholder email addresses or custom field value changes directly to our online expense reporting service. After you send your file, we'll automatically update our online expense reporting service. This eliminates the need for you to manually update cardholder information fields when you need to make changes.

Integrated receipt imaging and mobile solution

You can capture and send receipts associated with your purchases using your iPhone, iPad, or Android device in real time.* This allows your cardholders to associate a receipt image to a specific transaction or to the statement, reducing the risk of lost receipts. Eliminating paper documentation can help to reduce your storage expenses, streamlines routing, and supports compliance audits.

*Requires iOS version 10.1 or higher, or Android version 7.0 or higher.

Comprehensive supplier outreach and support

Our dedicated and experienced Supplier Analysis and Onboarding team can help migrate your supplier network from costly paper check payments to acceptance of efficient electronic options. From vendor evaluation and opportunity analysis, through adoption strategy and rollout, we create a customized approach that matches your supplier base and priorities. Our team can help you quickly convert suppliers to commercial card, ACH, or both.

Our approach

We use a consultative and holistic approach to provide treasury management solutions that meet your needs. Our team works closely with you to understand your entire work process, identify your needs, recommend solutions, and implement services to help you maximize the value of your operations.

For your commercial card services, we'll assign a dedicated payables account manager who is your primary point of contact for your program. He or she provides you with guidance and support on an ongoing basis. You can also reach out to representatives from our commercial card service center. They can help with card maintenance services, such as replacing a lost card, and answers questions about charges on cardholder statements. The commercial card service center is available 24 hours a day, 7 days a week by toll-free number.

Pricing

The following price schedule is based on an annual net purchase volume estimate of $1.5 million and an average transaction size of $200.00. If your purchase volume and transaction size change, we'll adjust the pricing to reflect those changes.

One-time fees

Item	Fee
Program setup	Waived

Ongoing fees

Item	Fee
Program maintenance	Waived per month
New card issuance	Waived per account
Transaction fee	Waived per transaction

Item	Fee
Online expense reporting service	Waived per month

We do not charge a separate fee for fraud and insurance protection because it's included in your program. We offer higher levels of coverage at an additional cost.

We do not charge delinquency fees because your program is paid in full each month.

Miscellaneous fees for optional services

Item	Fee
Cash advances	2% or $2 minimum
Custom card design	$1,000 per design setup
Convenience check	2% or $2 minimum $250 per month for program maintenance $29 returned check $25 stop payment $10 per check copy
Custom data solutions – set up	$100 per hour
Custom data solutions – maintenance	$100 per month
Custom data solutions – transmission	$5 per transmission
Foreign currency conversion	1%
HR File Feed set up	$160
Manual reports	$175 per report
Online receipt imaging	$500 one-time implementation fee $.05 per page for image capture and storage during year one $.03 per page for image storage during years two through seven
Receipt Image File offload	$160 one-time implementation fee
Phone re-training	$175 per session
Rush card delivery	$10 per card

Products and services used in conjunction with our commercial card program may result in additional fees, including, but not limited to:

- Initiating ACH transactions associated with the reimbursement of out-of-pocket expenses
- Using our online expense reporting service accessed through our online banking portal
- Using our consolidated payables service in conjunction with our Accounts Payable Control (AP Control) service

2. **Does the bank provide consolidated monthly billing for all corporate cardholder accounts? If so, please describe.**

Billing cycle

Our normal billing cycle is monthly, but we can bill you weekly or twice monthly with flexible end dates. We can accommodate variable fiscal periods, so the City can determine the specific time of the week or month to pay. You will select your billing cycle during implementation.

Terms

Your payment terms are set at contract agreement. Our standard is seven days from cycle ending. You can elect to have the payment debited any time after your statement period closes. Shorter terms or more frequent payment schedules may positively affect your revenue share schedule.

3. **Is the monthly billing information available online? Is detailed billing information available online?**

Yes. You can view your statements online or download them in Excel or PDF formats. Program administrators receive an email notification that a statement is ready on the business day following the close of the cycle.

4. **Can the monthly charge be directly debited from The City's account? If so, how many days between the statement cut-off date and the due date?**

We will debit your account for payment by ACH with the frequency and cycle cutoff date you determine during implementation.

5. **Do you offer a rebate on credit card purchases?**

We offer revenue share based on three primary components:

- Average transaction size
- Net purchase volume
- Payment terms

We've made assumptions based on our current understanding of your objectives and our experiences with similar customers. If the City would like us to modify some or all of our assumptions, we can adjust our offering so that it better matches your objectives. Shorter terms or more frequent payments can positively affect your revenue share.

We have prepared indicative pricing for the City, which includes the following rebate tiers. However, we would be happy to perform a full vendor analysis to help better identify which of the City's vendors currently accept commercial card as a form of payment.

Through our Supplier Analysis and Onboarding offering, we can develop a vendor recruitment campaign to help further expand the scope of your card program. Based on past discussions with the City, we believe we have the potential to improve upon your existing card program.

Wells Fargo does not limit the number of open cards our clients issue for their programs, other than there must be a minimum of ten cards issued. You will easily be able to issue new cards, cancel cards, and update cardholder limits and restrictions from your desktop or mobile device. Please discuss with your relationship manager, **Jamie Varner**, for more details.

The tables on the following page shows our assumptions and revenue share proposal.

Assumptions for the City

Anticipated annual spend	Please refer to the revenue share offering table below
Average transaction size	200
Days to pay from the statement-end date	5
Payment cycle	Monthly +5

Revenue share offering

Net purchase volume*	**Revenue share**
$1,500,000 - $2,999,999	92 basis points
$3,000,000 - $4,999,999	118 basis points
$5,000,000 - $9,999,999	129 basis points
$10,000,000 - $14,999,999	146 basis points
$15,000,000 - $19,999,999	156 basis points
$20,000,000 - $24,999,999	158 basis points
$25,000,000 - and up	160 basis points

***"Net Purchase Volume" shall mean total volume minus credits and cash advances (if applicable).** Wells Fargo will segregate or exclude Custom Interchange Transactions as defined and described below and as qualified by Visa or Mastercard®, as applicable. The term **"Custom Interchange Transaction"** as used herein shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa or Mastercard, as applicable, in its sole and absolute discretion and (ii) transactions with merchants participating in promotional interchange programs offered by Visa or Mastercard (including the Visa Partner Program or the Mastercard Partner Program) that qualify for non-standard promotional interchange rates. Such Visa or Mastercard, as applicable, large ticket transaction qualification requirements for large ticket interchange shall include, but not be limited to, custom payment service qualification with Level II and Level III data included with the transaction. Notwithstanding anything to the contrary contained herein, Wells Fargo may, in its reasonable discretion, exclude any Custom Interchange Transaction for which the interchange rate is below a minimum threshold established by Wells Fargo for purposes of Revenue Share calculation.

The following terms and conditions shall apply under this Attachment: i) Customer must obtain an annual minimum Net Purchase Volume of $1,500,000 per Program Year, which may include Custom Interchange Transactions, to receive a Revenue Share payment under this Attachment, and ii) if such Custom Interchange Transactions are segregated, the Custom Interchange Revenue Share Schedule will apply to the Net Purchase Volume for such segregated transactions.

If Customer utilizes the Mastercard Payment Gateway™: (i) any transaction in an amount greater than or equal to $100,000.00 made using the Mastercard Payment Gateway will not be included in Customer's Net Purchase Volume, as a Custom Interchange Transaction or otherwise, for purposes of calculating Revenue Share payable to Customer hereunder and no Revenue Share will be payable to Customer in respect of any such transaction; and (ii) any transaction in an amount below $100,000.00 made using the Mastercard Payment Gateway will be included in Customer's Net Purchase Volume for purposes of calculating Revenue Share payable to Customer hereunder and, subject to the conditions herein with respect to Customer's eligibility to receive a Revenue Share payment, will be separately segregated and paid at a rate separately agreed in writing by the parties, or in the absence of such written agreement, at the rate set out in the Mastercard Payment Gateway Service Description.

Section 13 - Fraud Management and ACH fraud filters

The City currently requires ACH Block Filters in place for any establishments requiring payment via ACH. Please respond to all of the following:

1. **Does the bank have the ability to block debits to the account without authorized permissions?**

   Yes. We offer two services to block all ACH debits from posting to your account.

   If you use the stop option of our ACH Fraud Filter service, we will block all ACH debits from posting to your account, except those you preauthorized. You'll access the service through our online banking portal or mobile service. With this option, there is a review period to allow the City to view all attempts, and approve or decline payments.

   We also offer an ACH Block service that blocks all ACH activity from posting to your account. With this service, you do not have the option to preauthorize debits. You'll also have no access to the service through our online banking portal or mobile service.

2. **What are the requirements for an ACH Authorization Filter Block and Positive Pay?**

   With our ACH Fraud Filter review option, you'll review ACH transactions that were not preauthorized, and make a pay or return decision for each item through our online banking portal or mobile service. When you choose to return an item, we create a reversing adjustment to your account and return the transaction to the originator.

3. **How long does it take before the ACH Authorization Filter Block is effective?**

   They are effective immediately, or on a date you select.

Section 14 - On-line bill payment processing – customer payments

The City currently has several options for accepting payments from customers, one of which is on-line using a credit/debit card or ACH payment. Please describe the bank's ability to work with an on-line payment forum either directly or through another party?

Yes. The City has many options to assist with collecting electronic payments. Wells Fargo can work with your current system's gateways, or you may explore our options.

E-Bill Express



Our online bill presentment and payment service provides a secure and convenient option for your customers to view and pay their bills online. It helps you reduce:

- Collection time
- Manual exception processing
- Days sales outstanding
- Receivables processing costs

At the same time, it lowers your print and mail costs because fewer customers will require paper bills. Additionally, convenient email and mobile phone bill notifications remind your enrolled customers that payments are due.

The service, which hosts the bill payment webpages, is cost-effective, easy to implement, and branded to your identity. It's a turnkey solution that works with your existing systems and doesn't require webpage development or extensive support from your information technology resources.

Flexible bill presentment and payment options

At implementation, you choose the configuration options that are most efficient for your organization and meet your customers' expectations. This can increase the likelihood that your customers will choose to view and pay their bills electronically.

Decide how much information your customers see

You can provide your customers with detail or summary bill presentment in HTML format, or you can provide PDF bill presentment. The payment page displays:

- A list of open bills
- Amount due
- Due date
- Invoice number
- Other optional fields, for example, a purchase order number

Detail presentment

You can provide up to 37 billing information fields, including several fields that you can customize. The fields include line item details about what was ordered and shipped, unit price, and the previous balance that is past due.

Summary presentment

With the summary presentment option, you can provide high-level billing information such as the information fields listed in the following table. In addition to the standard fields, there are several customizable fields.

Billing information fields	
Invoice number	Previous balance
Invoice date	Current balance
Amount Due	Total amount due
Due date	

PDF presentment

If you'd like your customers to view an exact replica of your invoice, the service can present the invoice in PDF format. We offer several options for providing invoices in PDF format. We'll discuss the options with you during implementation.

Sending us your data

You can use the following options to provide your billing data.

Application programming interface (API)

You can provide your billing data in real time through an API that uses:

- Representational State Transfer (REST) for communication
- JavaScript Object Notation (JSON) messaging format
- OAuth 2.0 authorization protocol

Your customers can view their billing information immediately, 24 hour a day, 7 days a week, depending on the City's internal system configuration.

Batch files

You can submit your bill files in comma separated values (CSV) format using one of our secure internet transmission protocols or through the service's administrative portal.

If we receive your bill files by 8:00 p.m. PT, your customers can view their billing information the next business day.

Choose the payment channels available to your customers

Online



Your customers will access our service through a link on your website, or by bookmarking our online presentment and payment URL. We host the website, and it's branded with your logo.

When customers access the website, they can select one of three languages: English, Spanish, or French. This can increase customer engagement and reduce the number of calls to your customer service representatives.

Interactive voice response

As part of the online bill presentment and payment service, you can choose to offer an interactive voice response (IVR) phone option for your customers to make payments. When your customers call the toll-free number, the system will prompt them to enter the information needed to process the payment.

With the IVR interface, you can choose from several configurable options for the call flow, including an option for callers to opt out and speak with one of your representatives. The IVR option supports English and Spanish.

We provide you with the payment data for IVR payments and website payments in the same file. You can also access the payment data through the service's online administrative portal.

Telephone payments made through your customer service representatives

Your customer service representatives can accept payments over the phone and process them through the administrative portal of the bill presentment and payment service.

Notifications encourage prompt payments

When your customers enroll for online bill presentment and payment, they'll receive notifications that remind them to view and pay their bills. Notifications are available by email or through your customer's mobile wallet.

Email notification

We offer the following types of email notifications for enrolled users.

- Ready-to-view bills
- Scheduled payments
- Processed payments, including confirmation number
- Expiring credit cards
- Past due bills

The email includes a link to the login screen. Once the payer logs in, he or she can view billing information.

Mobile wallet



Your customer can add the City bills to a mobile wallet.* Notifications on the phone screen remind the customer to view and pay the bill. He or she taps on the View Bill or Pay My Bill button to access the website and make a payment.

Mobile wallet notifications have an advantage over email because notifications won't get lost in the customer's inbox.

*The service is compatible with iPhones, iPads, and Android devices. Android devices require your customers to do additional setup to view notifications.

Accept payments from enrolled users and one-time payers

You can choose to accept payments from customers enrolled in the online service and those making one-time online payments.

Enrolled users

Enrolled users can save payment methods, set up recurring or future-dated payments, and view their online payment history.

One-time payments

Customers can make one-time online payments, but not save their payment methods. These customers won't have access to online payment history.

Accept multiple payment types

You can increase customer satisfaction by accepting a variety of payment types. With our online bill presentment and payment service, you can accept:

- Electronic check (eCheck) payments
- Major credit cards (Visa, Mastercard, Discover, or American Express®)
- Debit cards (with the Visa or Mastercard logo)
- Corporate and purchasing cards (Level III data supported)

A planned future enhancement to our service will also let you accept online digital payments like Amazon Pay and PayPal.

Keep card information up-to-date

Maintaining updated card information for online bill presentment and payment users can increase customer satisfaction and minimize declined transactions. However, even if prompted by email, the payer may not update his or her card expiration date or card number.

You can take advantage of a service that automatically updates information for Visa and Mastercard cards used within predetermined number of days in the past, or expiring within a predetermined number of days. The service updates card information once per month.

Receive fast funds availability

Funds for payments processed before the cutoff time are typically available in your Wells Fargo account on the next business day.[1,2] You can choose a cutoff time of 5:00 p.m. PT or 3:00 p.m. PT.[3]

1. This should not be construed as a guarantee of next business day funds availability.
2. Visa, Mastercard, and Discover card transactions and eCheck only. American Express card transactions settle in one to three business days depending on the City's contract with American Express.
3. You choose the cutoff when we implement your service.

Online reports and search capability

Reports

Through the administrative portal, you can access a variety of reports, including:

- User reports that provide information about your customers' payment activity, status, and enrollment
- Financial reports that provide information about deposits and payment batches
- Bill payment and management reports that show payments, recurring payments, suspended payments, and stops
- File management reports that show the status of your billing files

Online reports are available 24 hours a day in real time. You can download reports in CSV, Excel, and PDF formats. In addition, you can customize the columns and filters for further analysis.

You have access to 12 months of payment and invoice history.

Search capabilities

To assist with customer inquiries, the City's customer service representatives can search and query by date range, customer ID, payment amount range, and invoice number.

Streamline receivables posting

You'll receive all of the information you need to post and reconcile payments, including:

- Your internal customer reference number, for example a customer or account number
- Payer's name
- Payer's email address
- Invoice number
- Amount paid per invoice number
- Fee amount (if applicable)
- Total amount paid, includes multiple invoices and fee amounts (if applicable)
- Payment method and channel

In the following paragraphs, we describe the options you can choose for receiving this information.

Receive a daily accounts receivable file

To streamline receivables posting and reconciliation, you receive a daily* accounts receivable file that automatically uploads to your ERP or financial system. The file provides details of your online bill payment activity including:

- eCheck payments and returned items
- Credit card payments
- Debit card payments
- Remittance information for all payment types

The accounts receivable file is available in a fixed-width flat file or in a pipe-delimited flat file. If you need a customized file to integrate with your system, you can use our consolidated receivables service.

You will receive this file by secure file transmission. As an alternative, you can download it in CSV format through the online administrative portal of our bill presentment and payment service. Your accounts receivable file is available four hours after your daily cutoff time.

*Excludes federal holidays and weekends.

Memo post payments with real-time payment notification*

Using an API, you can receive real-time payment data that your representatives can use to help provide a better customer service experience for your payers.

Our system sends the data to a URL that you provide, letting you automatically memo post payments to your receivables system. The real-time data includes the same information you'll receive in the daily accounts receivable file.

*Payments can be cancelled up to 15 minutes before your daily cutoff time. Therefore, we recommend that you use the real-time data only to memo post payments, and use the daily accounts receivable file for final posting and reconcilement.

Consolidate online bill payments with other payments you receive

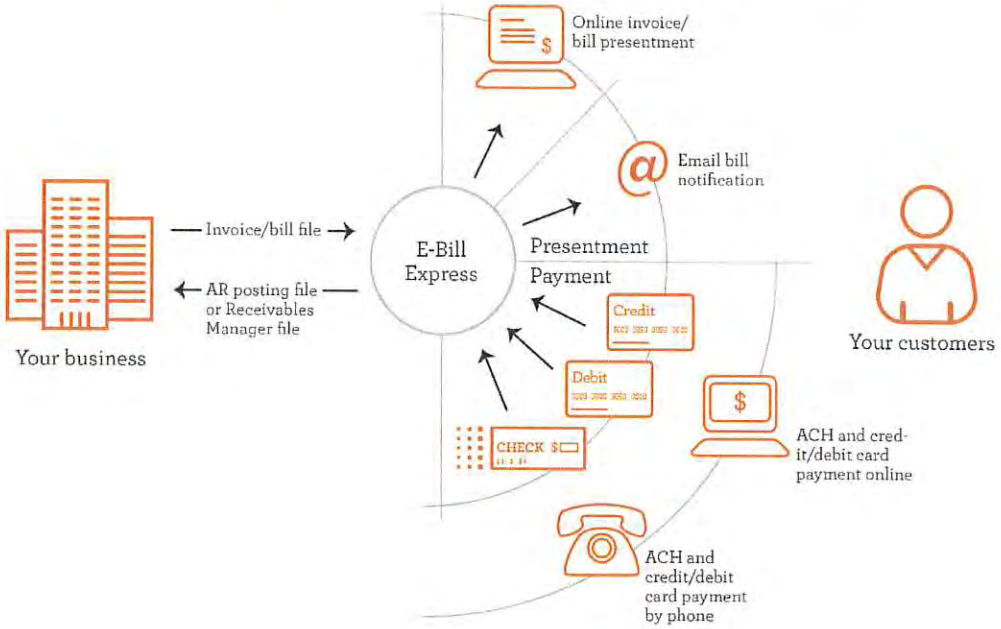
You can receive a consolidated receivables file that combines payments processed through our online bill presentment and payment service with other payments received in your Wells Fargo account. You can use the file to automatically post payments to your ERP platform or financial system.

Your consolidated file can include information on payments received through the sources listed in the following table.

Payment sources	
ACH	Image cash letter
Wires	Electronic billing service
Lockbox	Patient payments
Remote deposit	Multicurrency account (MCA) wire*
Wells Fargo Payment Gateway	International letters of credit

*In pilot.

How online bill presentment and payment works



Section 15 - POS systems

The City is currently considering a POS machine to scan a customer's check for sufficient funds. Please describe the bank's ability to POS system?

Point of purchase

Wells Fargo Merchant Services customers can convert checks at the point of purchase using the Clover® Check Acceptance In-Person Electronic Check Acceptance service. This product is also known as TeleCheck Electronic Check Acceptance® (ECA®). It is available as part of our merchant services processing solution and helps you streamline your deposit process while mitigating the risks typically associated with accepting checks for payment.

How it works

- Your customer presents a check for payment
- Your staff member scans it through the check reader attached to your point-of-sale (POS) system
- The warranty service provides an immediate approve or decline decision
- Your customer signs the receipt authorizing conversion of the check, and then leaves with the voided check
- The City completes batch settlement at the end of the business day
- The City receives funds within 48 hours of your customer's purchase

Virtual lockbox

While we do not integrate our lockbox and remote deposit services, we do offer a similar solution, virtual lockbox, which integrates payments that arrive at your location with those we receive in your lockbox.

Using an approved scanner, you'll scan and submit payments that arrive at your location and we'll integrate them with those we receive in your lockbox.

You'll receive same-day ledger credit for payments we receive prior to your submission deadline, which you will establish during the implementation process. We process transactions we receive after your deadline (including any items we process during the weekend or on a holiday) in the following business day's work.

Your lockbox reports and transmissions will include payments you submit using the virtual lockbox service. Images are available for viewing through the same image channel you use for your lockbox.

Data entry capabilities

Each payment you submit undergoes the same lockbox processing currently in use, including data entry, deposit windows, and special instructions.

Remittance document imaging

You can scan checks, invoices, coupons, envelopes, and correspondence (up to 8½" x 11" in size). We store all check and remittance document images — regardless of source — in a convenient, searchable electronic archive.

Remittance file integration

We combine the payments we receive into your lockbox with those you submit to us using our virtual lockbox service and provide you a single electronic transmission of your remittance detail. The file is in the same format as your current transmission file.

Section 16 - Merchant services-credit card processing

The City currently accepts credit card payments at the cashier's counter and is currently considering an IVR system. Please respond to the following:

1. **Describe the banks Merchant Services-Credit Card Processing Services?**

Wells Fargo Merchant Services

It's important for you to know you are working with a trusted provider who has experience and knowledge in the merchant services industry. With this knowledge and experience comes a deep-rooted understanding of your challenges and needs.

Our authorization system supports a wide range of communication interfaces, including MPLS, VPN, satellite, dial-up, internet, and wireless. In 2016, we supported 4.6 billion annual credit and debit transactions. With us, you authorize and settle your transactions using a comprehensive authorization system that provides a fast, reliable, and fully redundant solution for all of your electronic payment transactions.

Further, Wells Fargo Merchant Services has Value Added Reseller (VAR) relationships with more than 200 vendors providing a broad variety of processing products and services to meet almost any of your payment processing needs.

We provide processing for credit and debit cards, PIN-based debit, check verification, gift cards, and other payment services for any size business. We serve more than 181,000 customers located in every state in the U.S. In 2016, we processed more than $343 billion in total sales volume.

Why we're different

Simply stated, our consultative approach is different from our competitors. Because our wholesale merchant solution team is part of treasury management, we take time to help ensure all your receivables solutions, including card processing, work with all of your other treasury management services. We, as a team, are focused on maximizing your cash flow and working capital, whether that includes managing Interchange expense through process improvements or by providing next business day funding to your Wells Fargo bank accounts. Our wholesale merchant solutions team includes sales consultants, implementation project managers, and merchant services account managers.

Throughout the entire process we will recommend solutions, processing methods, and best practices to keep a fair cost and to help ensure your overall cash flow and working capital is improved.

Point-of-sale solutions

Clover is a cloud-based POS and business management system that uses integrated devices to help you simplify and centralize payment acceptance, customer engagement, and operations management.

Its software platform lets you do more. It includes software that enables complex inventory and order management, and tighter integration between the front and back of house.

Choose from four devices

You can choose from four devices that include touch screen functionality, real-time reporting, and access to more than 300 business apps. The service's software works seamlessly across all four devices and peripherals, so you have flexibility to move, as your business demands, beyond the counter, into the aisles, and on the go. You can use more than one Clover device type and still receive integrated reporting for all of your transactions.

Countertop station



The Clover Station provides a full-service integrated payment processing and business system at the point-of-sale. It includes pre-loaded software for ordering, discounts, inventory management, and customer information. You can customize the service with extras, such as a cash drawer, kitchen printer, or handheld scanner.

The station uses a broadband internet connection for authorization. You can connect with a wired Ethernet supported with a DSL or cable modem, or using Wi-Fi supported with a wireless router.

Compact countertop terminal

The Clover Mini provides the power of an integrated point-of-sale solution in a compact device. You have the functionality to accept payments, print receipts, and manage your business all in one device. It saves space and provides convenience with a built in chip card reader and printer. For expanded functionality, you can add a cash drawer or handheld scanner.



This small countertop terminal uses a broadband internet or mobile connection for authorization. You can connect with a wired Ethernet supported with a DSL or cable modem, or using Wi-Fi supported with a wireless router. You can also use a wireless connection or 4G LTE connection through a cellular data plan.

Completely portable mobile device



Clover Flex is a portable solution, which includes the same features as the larger devices, with the flexibility to take it anywhere. You can use it to accept payments in line, at the counter, or on the go.

This device uses wireless internet or mobile capability for authorization. You can use Wi-Fi supported with a wireless router, or you can use wireless connection or 4G LTE connection through a cellular data plan.

Card reader connected to your mobile device



With Clover Go you can use your mobile phone or tablet to accept payments wherever you do business. You download an app to your iPhone, iPad, or Android device. Then, with the use of one card reader, cardholders can dip, swipe, or tap to pay. The card reader, which connects using Bluetooth, is EMV chip card enabled. The service can capture signatures for card transactions. In addition, you can record cash and check transactions for reporting purposes.

You connect using your device's cellular data plan or Wi-Fi supported with a wireless router or hotspot.

Enhanced security and fraud protection

With all four devices, encryption and tokenization help protect card data, while EMV chip card technology helps prevent in-person fraudulent transactions.

In addition, the Clover Mini and Clover Flex devices provide point-to-point encryption (P2PE) and are PCI P2PE-certified. The Clover Station can also provide point-to point encryption, but only when you use it with a tethered Clover Mini device.*

*Because Clover Go uses a Bluetooth card reader linked to your own mobile device, the solution cannot be PCI P2PE-certified and you cannot accept PIN-debit transactions.

Customize the service with the apps you need

The Clover app marketplace offers more than 300 apps and is continually growing. This helps you customize the software to meet your business needs. You can tailor the service to include apps for managing inventory, employee scheduling and time cards, menus, sales tax management, and more.

Accept a variety of payment types

You can increase sales and customer satisfaction by accepting a variety of payment types, including:

- Credit and signature-debit transactions
- PIN-debit transactions[1,2]
- EBT cash benefit cards[2]
- Gift cards[2]
- Mobile payments — Wells Fargo Wallet, Apple Pay, Google Pay, and Samsung Pay[3]
- Checks[2]

1. The Clover Station requires use of a tethered Clover Mini device to accept PIN debit and EBT transactions.
2. Not available with Clover Go.
3. Mobile payment products are trademarked by their respective owners.

Receive fast funds availability

If you use a Wells Fargo demand deposit account for settlement, you'll typically receive funds as soon as the next business day for Visa, Mastercard, and Discover Network transactions received before the established cutoff time of 11:00 p.m. PT.*

If you settle transactions for these cards to another financial institution, your funds are typically available in two business days.†

Funds availability for American Express transactions depends on the City's contractual arrangements with the card issuer.

*This should not be construed as a guarantee of next business day availability.

†For ACH deposits, projected funding may vary. The actual time could be longer depending on the financial institution's status with the Federal Reserve.

FD130 terminals

Accept payments easily with the FD130, a compact combination terminal that includes:

- Intuitive touch screen display
- Integrated PIN pad
- EMV chip card reader
- Mobile payment reader
- Printer



Accept a variety of payments

To provide convenience for your customers, you can accept a wide variety of payments.

Card brands and types

You can accept the following card brands and types:

- Major credit card brands: Visa, Mastercard, American Express, and Discover
- Signature and PIN debit cards
- Gift cards
- Contactless cards
- WEX and Voyager cards
- Electronic Benefit Transfer cards (Supplemental Nutrition Assistance Program and cash benefit)

The terminal supports purchasing card Level 1 and Level 2 data, and it allows tax prompting for all Visa and Mastercard commercial cards.

Mobile payments

To provide more flexibility for your customers, the terminal lets you accept:

Apple Pay®	Google Pay	Samsung Pay	Wells Fargo Wallet

Electronic check transactions*

Give your customers the convenience of paying by check with an optional check acceptance and warranty service.

Using a peripheral check reader, you can convert a paper check to an electronic check. When you scan the check, the warranty service verifies the account number against a database that includes people who have previously paid with a check. You will receive an approval or decline message. Once the sale is complete, you return the paper check to your customer, so there's no need to store checks at your location.

The warranty service applies to checks written for amounts up to a maximum of $25,000. These checks must be approved and meet warranty requirements for electronic acceptance.

*We do not support electronic check acceptance in a Mail Order Telephone Order (MOTO) environment.

Enjoy the convenience of flexible connection options

Transactions approve in as little as four seconds when you use wired or wireless internet protocols (IPs) including:



- Broadband internet using a wired Ethernet supported with a DSL or cable modem
- Broadband internet using Wi-Fi supported with a wireless router

You can also use an analog phone line for dial back-up.

Easily settle transactions

With terminal-initiated batch settlement, the terminal stores authorized transactions until a batch settles. It then sends settlement files to us using the same connection method you use for authorization.

You can send an unlimited number of batches per day. Each batch can include up to 450 transactions.

Help safeguard card data and prevent fraud

The terminal provides security features to help protect you and your customers. The features include:

- EMV chip card acceptance
- Account number truncation and expiration date masking on receipts
- Transport Layer Security (TLS) encryption

It also supports retail Address Verification Service (AVS), which lets you enter the customer's zip code for verification. Additionally, if you accept card-not-present transactions, the terminal supports the following fraud prevention services:

- Card Verification Value 2 (CVV2)
- Card Validation Code 2 (CVC2)
- Card Identification Number (CID)

Tokenization provides additional security



You can potentially minimize your PCI DSS compliance burden, and lower your risk of handling card data, with a feature that uses encryption and tokenization technology. This technology helps protect card data during the authorization process and removes the data from your records.

The solution encrypts card data before it's transmitted for authorization, and it replaces the cardholder account data with a randomly generated token number. The token number is used for settlement and adjustments. This technology is compatible with EMV chip card technology and also works for cards with magnetic stripes.

Electronic bill payment with IVR



Our online bill presentment and payment service provides a secure and convenient option for your customers to view and pay their bills online. It helps you reduce:

- Collection time
- Manual exception processing
- Days sales outstanding
- Receivables processing costs

At the same time, it lowers your print and mail costs because fewer customers will require paper bills. Additionally, convenient email and mobile phone bill notifications remind your enrolled customers that payments are due.

The service, which hosts the bill payment webpages, is cost-effective, easy to implement, and branded to your identity. It's a turnkey solution that works with your existing systems and doesn't require webpage development or extensive support from your information technology resources.

Interactive voice response

As part of the online bill presentment and payment service, you can choose to offer an IVR phone option for your customers to make payments. When your customers call the toll-free number, the system will prompt them to enter the information needed to process the payment.

With the IVR interface, you can choose from several configurable options for the call flow, including an option for callers to opt out and speak with one of your representatives. The IVR option supports English and Spanish.

We provide you with the payment data for IVR payments and website payments in the same file. You can also access the payment data through the service's online administrative portal.

2. **Is there the ability to access on-line statements and daily activity?**

You can easily reconcile transactions with your internal systems, and you can reconcile with your deposit account, using reports available through our merchant reporting system.

The reports, which are available daily, include those described in the following table.

Report name	Description
Transaction Summary	Summary information by location and transaction type
Transaction Listing	Details of processed, rejected, and refund transactions by location
Batch Summary	Summary information by batch processed
Bank Deposit Summary	Summary of bank deposits processed
Expanded Bank Deposit Summary	Summary of bank deposits by location
Bank Deposit Adjustment Summary	Summary of adjustments affecting the bank deposit
Bank Deposit Adjustment Detail	Detailed adjustment information
Funding Reconciliation Summary	Summary of funded transactions
Funding Reconciliation Detail	Details of funded transactions

Report name	Description
Card Type Summary	Summary information for each card type
Today's Bank Deposits	Summary of bank deposits by card type

We have included samples of some of these reports in Appendix Tab F.

Prior day activity is usually available in manually downloaded reports after 7:00 a.m. PT. Scheduled reports, which you can request for daily, weekly, monthly, quarterly, or annual delivery, are typically delivered by 8:00 a.m. PT the business day after the requested end date.

The reports are available online; mailed and faxed reports are not available. You can download the reports manually, or you can schedule them for email delivery or delivery to a report mailbox within our reporting system.

Section 17 - PCI compliance

Please describe the bank's PCI Compliance requirements.

Based on the Payment Card Industry Data Security Standard (PCI DSS), the primary factors used to determine your compliance classification level are your annual transaction count, including both debit and credit volume, and the initiation channels you use. However, variables within your card acceptance environment and other factors may affect your classification level and compliance requirements.

The overview we provide in the following table provides general guidelines for the four compliance levels, and the requirements for each level. The City's actual classification and requirements may differ from those we describe in the table.

Merchant profile*	Compliance validation requirements
PCI Level 1† Annual transactions ▪ More than 6,000,000 through any initiation channel	Annual Report on Compliance ▪ Completed by a Qualified Security Assessor or an internal auditor ▪ Signed by an officer of your organization
	Quarterly network scan ▪ Completed by an Approved Scan Vendor
	Attestation of Compliance form
PCI Level 2 Annual transactions ▪ 1,000,000 to 5,999,999 through any initiation channel	Annual Self-Assessment Questionnaire ▪ Completed by an internal security assessor Or Annual Report on Compliance ▪ Completed by a Qualified Security Assessor or an internal auditor ▪ Signed by an officer of your organization
	Quarterly network scan ▪ Completed by an Approved Scan Vendor
	Attestation of Compliance form
PCI Level 3 Annual transactions ▪ 20,000 to 999,999 electronic commerce or online channel	Annual Self-Assessment Questionnaire
	Quarterly network scan ▪ Completed by an Approved Scan Vendor
	Annual Attestation of Compliance form, signed
PCI Level 4 Annual transactions ▪ Less than 20,000 electronic commerce or online channel ▪ Up to 999,999 through any other initiation channel	Annual Self-Assessment Questionnaire (recommended)
	Quarterly network scan (if applicable) ▪ Completed by an Approved Scan Vendor
	Compliance validation requirements set by acquirer

*The annual transaction thresholds cited in the merchant profiles include Visa, Mastercard, and Discover card transactions.

†A global merchant that meets Level 1 criteria for a card brand other than Visa, Mastercard, or Discover will also be classified as PCI Level 1.

Information security program

Wells Fargo's information security program is based upon the governing information security standards established by the Federal Financial Institutions Examination Council (FFIEC) for federal financial institutions. The FFIEC is the interagency government body which prescribes uniform principles, standards, and report forms for federally regulated financial institutions.

Among other things, the FFIEC requires regulated financial institutions to have a comprehensive information security program, as well as to protect customer information in accordance with certain specific information security requirements.

Concerning PCI compliance, Wells Fargo has a long term strategy towards achieving PCI DSS compliance for our in-scope PCI cardholder data environments across our enterprise.

Wells Fargo offers several products or services where we have partnered with PCI compliant third parties in providing certain card services. These services include:

- Authorization/settlement procedures
- Processing
- Card production and delivery

Additionally, Wells Fargo's information security program and control standards provide a number of additional protections for payment card (credit and debit) primary account numbers and credit card validation numbers.

Section 18 - Returned item services

Please describe the bank's returned item services.

Processing returned items can be a burden on your staff. However, you can **improve the efficiency of your process** with handling instructions, reporting, or electronic returned items that help you reconcile, research, and collect on returned items.

Improve efficiency ☑

Save time

Increase collection rates

Processing

During implementation, you'll tell us whether you will follow our standard processing instructions or whether you want to set up special instructions.*

Standard instructions

Our standard processing instructions are to:

- Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system
- Post all returned items to the depository account in one lump sum per day
- Debit the depository account for chargebacks
- Automatically redeposit non-Wells Fargo items of less than $300 that are returned for NSF or UCF; we cannot redeposit items returned for any other reason.

Special instructions

Examples of special instructions* the City can set up are to:

- Post separate debits for each returned item to the depository account
- Automatically redeposit all items (regardless of amount) returned for NSF or UCF
- Redeposit all Wells Fargo items less than a predetermined dollar amount
- Mail physical items or additional copies of the debit advice to an alternate address
- Charge back items to an account other than the depository account
- Key additional data (such as maker name, phone number, and address) on the advice

*Additional fees apply for some special instructions.

Online reporting and images

Information reporting

Reduce the time spent researching, analyzing, and recording returned payments. You can access same day and previous day reports with detailed information about your returned items. The HTML format of the report includes links to item images.

You can also access the same day report through your mobile device.

Decisioning

Begin your collection efforts on the same day we receive returned items. View your returned items beginning at 6:00 a.m. PT and change the default disposition (chargeback or redeposit) by 4:30 p.m. PT.

Notification

Receive an email notification when we process returned items or when items are available for decisioning. This email prompts the City to sign on to the portal to view the detailed returned item reports or to review and decision returned items.

Images

Access returned items images and detailed information the next business day after we receive the items; information is available up to 180 days.

Transmission reporting

Type	Details
Data transmission	Receive a transmission file — including keyed data — for both returned checks and ACH transactions.
Image transmission	Receive a transmission of returned check images, associated index information, and detailed information through our Image File Import service. You can import these files into your internal or a third-party image archive. The files consist of an XML-formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.

Electronic returned items

Automatically convert eligible paper returned items into ACH debits. This allows us to make up to two re-presentment attempts (instead of only one with the paper deposit process), which can increase your collection rates.

Consumer checks of less than $2,500 that are returned for NSF or UCF are eligible for this service.

Section 19 - Lockbox services

Please describe the bank's lockbox services.

The City is fully integrated with our lockbox services today.

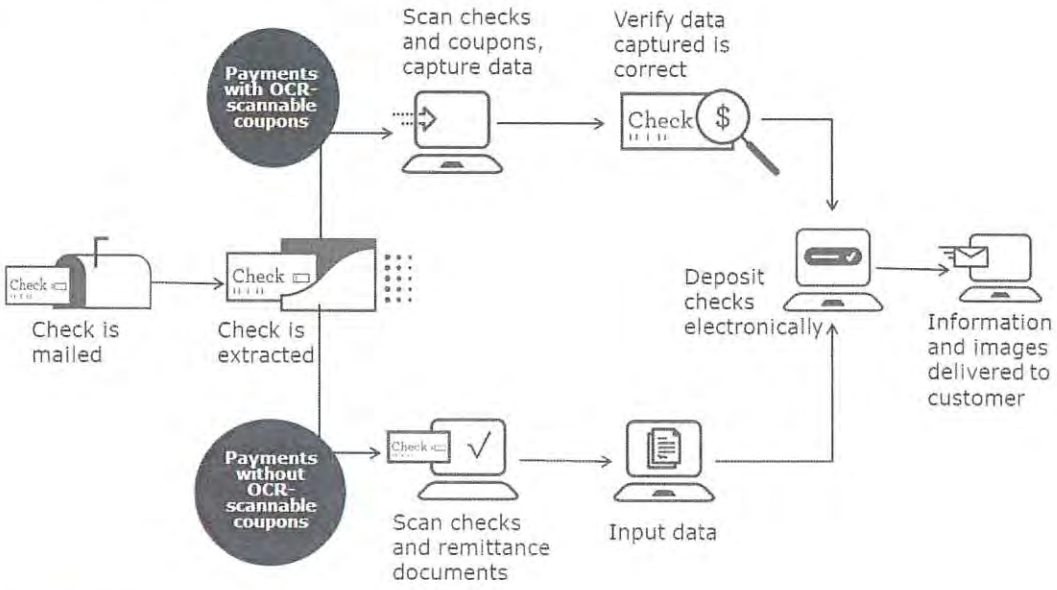
You can streamline your remittance processing by directing payments accompanied by an OCR-scannable coupon, and payments received with non-scannable remittance documents to a single wholetail lockbox at Wells Fargo.

By using our wholetail lockbox to process your payments, you get the **technological advantages** of high-speed retail lockbox processing with the **flexibility and data collection capabilities** of low-volume wholesale lockbox processing.

You may be able to accelerate collection of funds and reduce in-house processing expenses. You may also be able to meet early deposit deadlines and benefit from improved cash forecasting with intraday availability of funds.

How it works

The following diagram shows the wholetail lockbox process workflow.



Our network

You can choose from the following image-enabled sites strategically located across the U.S. This broad coverage means your payments can arrive at our lockbox site — and we can begin processing them — a day or two sooner than if you use a more geographically distant site.

The following table shows the lockbox sites in our network.

Wholetail lockbox sites		
Anchorage, Alaska*	Denver	Phoenix
Atlanta	Des Moines, Iowa	Salt Lake City
Baltimore	Los Angeles	San Francisco
Charlotte, N.C.	Minneapolis	Seattle
Chicago	Orlando, Fla.	
Dallas	Philadelphia	

*Our Anchorage, AK site is not image-enabled.

Site recommendation

We recommend you continue to use our **Los Angeles** lockbox site.

Post office pickup schedule

The following table lists the post office pickup schedule (in local time) for your recommended site. Holiday schedules vary by location; we'll provide you with the holiday schedule for the Los Angeles site.

Post office location	Weekdays	Saturday	Sunday
Los Angeles Main Postal Facility	**AM** 12:00, 2:00, 4:00, 6:00, 8:00, 11:00 **PM** 12:00, 2:00, 4:00, 10:00	**AM** 12:30, 2:00, 4:00, 6:00, 8:00, 11:00 **PM** 12:00, 4:00	**AM** 12:30, 2:00, 4:00, 6:00, 8:00, 11:00 **PM** 12:00, 4:00

Deposit deadlines

The following table lists our deadlines by site. At sites with more than one deadline, you can choose the time that best meets your internal balance reporting or transmission requirements.

We include payments received after your established deadline (including any payments processed during the weekend or on a holiday), in the following business day's work.

Deposit deadlines	
Lockbox site	Deposit times*
Los Angeles	4:50 a.m., 10:00 a.m., 7:00 p.m.

*All times are local.

Reports



Lockbox reports help you track and manage your cash flow more effectively. You can view availability and detail reports online.

When you're not near your computer, you can use your smartphone to access the availability report and view deposit totals for each of your accounts.

Image options

When you use our image service, you'll have less paper to store and access to the information you need to research and apply payments without the hassle of storing paper documents. You can view images of all lockbox documents, including checks, remittance documents, correspondence, and envelopes. Internet, transmission, and DVD delivery options are available.

Online

Your images are available within two hours of your deposit deadline. As a standard, we archive images for seven years. However, we do offer shorter retention periods (90 days, one year, or two years) to customers who don't have a business need to access images for seven years.

You can search for transactions using various criteria (including keyed data) by entering either a single value or a range of values. Additionally, you can assign a payor name to a unique account number and routing transit number combination; which lets you search for payments from a particular payor.

Our online image service is the **quickest option** to help you resolve exceptions and satisfy customer service needs.



Transmission file

We post a daily transmission file on our secure website that contains images of your lockbox checks and any corresponding documents. You can download the file from our website and archive the images on your internal system. You have the option of intraday or next-day file transmissions.



Intraday — A separate image file for each batch of work we process is available within two hours of your deposit cutoff in either a zip or a PDF file.

Next day — A consolidated zip file containing all of your images from the previous day is available by 4:00 a.m. PT the following business day.

Disk delivery

You can choose to receive your images on a CD or DVD on a regular (monthly, semi-monthly, or weekly) basis.

Optional Features	
Accounts receivable transmission	To help eliminate errors associated with manual keyed entry, you can receive an electronic transmission of your remittance detail. You can use it to update your accounts receivable system, treasury workstation, or ERP platform automatically. Your file can include data from other sources, such as wire and ACH. We generate transmissions to your specifications for frequency and format, including standard BAI V2 and EDI layouts. We offer customization for non-standard formats for an additional fee.
Multiple deposit processing	Using a single lockbox, you can collect payments efficiently and cost-effectively by using multiple deposit accounts. We sort your payments by location, line of business, or other criteria that you select, and prepare separate deposits for each of your accounts.
Credit card processing	If your customers provide credit card information, we'll process their payments by keying the information into our credit card processing application. They can use any card with the Visa, Mastercard, American Express, or Discover logo.
Exception processing	Using our online decision tool,* you can submit additional processing information for payments that would normally be returned. We present images of each payment to you and give you three options: • Accept the payment and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data) • Reject the payment and have us mail it to you • Reject the payment and have us mail it back to the remitter's name and address that you provide to us; we'll include a the City-specific letter template to detail the reason for rejection* *Not available at all sites.
Virtual lockbox	You can scan and send us images of checks, correspondence, and invoices you receive at your location. We can then process and deposit them like your other lockbox payments. We'll include these items in the image and data transmission files we send you for uploading to your accounts receivable system.

Section 20 – Miscellaneous questions

Please respond to all of the following.

1. **Can the bank provide The City with Letters of Credit for various business transactions?**

   Yes. The City can work with your relationship manager, Jamie Varner, on all credit requests you may have.

2. **Does the bank provide a toll-free number for Customer Service? Will the bank assign one or more Customer Representatives whom The City can contact personally to discuss any issues relating to The City's accounts and/or services?**

   No matter how many Wells Fargo products and services you use, you'll have just one toll-free number to call when you have an issue to resolve. Treasury Management Client Services has a centralized structure with a presence in all time zones. We hold the same high standards across our organization; all client service officers follow the same policies and procedures.

   As an existing customer, the City has a dedicated client service officer, **Nicole Ainsworth,** who is a member of our award-winning* Dedicated Client Services team.

   When Nicole is unavailable, a trained backup service officer with knowledge of the City's needs will readily assist you.

   Your relationship team, Jamie Varner and Virginia Skelly are also available for any escalated requests, maintenance on the accounts, and any new services the City may need.

3. **What is the bank's policy regarding Daylight Overdrafts? Is there a charge for DOD's and if so, how is it calculated?**

   We charge for both overdrafts and for the use of uncollected funds.

   We charge overdraft fees on a per item basis.

   We calculate the rate for uncollected funds based on our prime borrowing rate. The formula for this fee is:

   (average daily negative collected balance × overdraft rate × days in period) ÷ (360)

   We can offset these fees (overdraft and uncollected funds) by the earnings credit allowance.

   We do not charge for daylight overdrafts.

4. **The bank will be required to provide certain transaction confirmations and respond to requests for data as needed from The City's auditors. Will the bank be able to comply with such requests?**

   Yes. We receive requests from auditors in a variety of ways, and we are able to comply with audit requests with the City's approval.

5. **Please list your hours of operation and all holidays on which the bank is not open for business.**

   Treasury Management Client Services representatives are available Monday through Friday from 4:00 a.m. to 7:00 p.m. PT and Saturday from 6:00 a.m. to 4:00 p.m. PT. Your relationship manager, **Jamie Varner**, is available Monday through Friday from 8:00 a.m. to 5:00 p.m. PT.

Your relationship associate, **Virginia Skelly**, is available Monday through Friday from 7:30 a.m. to 4:00 p.m. PT. We arrange hours of support for your dedicated customer service officer based on the City's specific needs.

At times your concerns may require the involvement of our Operations department and you may choose to contact them directly.

- Wire transfer operations staff is available Monday through Friday from 5:00 a.m. to 6:00 p.m. PT
- ACH investigations support is available Monday through Friday from 5:00 a.m. to 6:00 p.m. PT
- ACH production support is available from 2:00 p.m. Sunday through 10:00 p.m. Friday PT
- Wholesale Transmissions staff is available 24 hours a day, 7 days a week

Branch hours of operation

Our branch locations closest to City Hall are open Monday through Friday from 9:00 a.m. to 6:00 p.m. PT and on Saturday from 9:00 a.m. to 4:00 p.m. PT.

Holidays

The bank is closed on U.S. federal holidays. The following table lists the standard holidays.

Holiday schedule	
New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holidays affect ACH processing as follows:

- If the holiday falls on Saturday, we do not observe it
- If the holiday falls on Sunday, we observe it on the following Monday

6. **Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom The City will be calling and working with for the above described situations and for implementation of new services. Also describe the bank's organizational structure as it relates to governmental clients and any other information that will be helpful in understanding the bank's internal relationships.**

Jamie Varner, your relationship manager, is very involved with her customers. She engages treasury management partners as needed, works with client service officers on escalated issues, and owns the process from start to finish. She contacts her customers regularly to understand upcoming projects, or just to make sure they are on the right track with the most current technologies offered. When Jamie is visiting other customers, your relationship associate, **Virginia Skelly**, is her backup. Virginia works in the office from 7:30 a.m. to 4:00 p.m. PT, Monday through Friday. She will respond to the City almost immediately, or within an hour.

In addition to support from your relationship manager, **Jamie Varner**, and relationship associate, **Virginia Skelly**, the City may contact **Nicole Ainsworth**, your client service officer any time you need assistance.

Client service officers assist you until your issues are resolved. They take ownership to navigate your inquiry through any needed solutions, and assist with any simple or complex issues you encounter. They are service experts who understand treasury management from your perspective and quickly understand your questions and concerns.

Continuity of service

Our client service officers do not have an assigned number of customers. They are trained to understand and respond to the City's needs, without interrupting your service.

Escalation process

If you have an issue Nicole can't solve, she will escalate it on your behalf. It is the responsibility of our client service officers to use the leadership structure to assist with escalations. They may also engage technical services, key product, and operational partners.

Our GIB structure

We align sales, specialized banking team, investment banking professionals, and tax-exempt fixed-income trading and distribution capabilities in our GIB group.

We segment our customers within our GIB group, in order to help ensure they get the specialized attention they require. The segments are as follows

- Government Banking
- Education and Nonprofit Banking
- Healthcare Financial Services

We have more than 300 government and institutional team members including banking, sales, trading, analyst, and derivatives professionals. A dedicated relationship manager oversees your relationship. Relationship managers are tenured local professionals with the advantage of enhanced support from our national practice.

We understand the different needs and challenges facing our government and institutional customers. Our coast-to-coast GIB practice gives your relationship manager access to local and national industry intelligence and best practices. We use this information to help create customized solutions for your needs.

An enhanced customer experience

We regularly monitor our service levels to validate and help ensure the degree of customer service that we provide you. We also offer training and educational opportunities to you free of charge.

We offer formal and informal training programs for our services. We also offer educational sessions on current treasury management topics, and payment conferences to keep you aware of industry best practices and regulatory changes.

7. **Please describe your security controls for employee access to online and phone services.**

We describe the security features of our online banking portal and mobile service in the following paragraphs.

Encryption and browser requirements

We encrypt all account and transaction information from the moment it leaves your computer or mobile device to the time it enters our systems — through both our online banking portal and mobile service. Our services only support browsers that adhere to our encryption standards.

Automatic sign off

We automatically sign you off from your online or mobile banking session after a period of inactivity. This helps reduce the risk of others accessing your information from an unattended computer or mobile device.

Internal access violations

We record operating system logins and access violations, and monitor system logs for exceptions and suspicious activity. We investigate these activities and take appropriate actions as necessary to protect your banking information.

Virus detection

Our security policies require that we deploy and maintain virus detection software on our servers, email gateways, desktops, laptops, and other devices.

Security audits and assessments

Wells Fargo Audit Services performs regular reviews of our online banking portal and issues findings and audit summaries. Our management and technical partners review each finding. If changes are necessary, management prioritizes and schedules them for implementation. Audit Services tracks and monitors findings and completed changes.

We use internal resources to perform penetration testing on our online banking portal and mobile service on a regular basis. In addition, we leverage external resources to perform penetration testing on a periodic basis. Management reviews the results and makes appropriate changes to strengthen our existing security controls.

8. **The City from time to time may need to place public funds in short- term investments for a variety of reasons. Briefly describe the types of short- term investment vehicles that you have available for State of California public fund investors including, but not limited to, money market accounts, commercial paper, sweep accounts, repurchase agreements, etc.**

Wells Fargo Securities, LLC (WFS) offers a variety of short-term investment products, including, but not limited to —

- **Money Market Mutual Funds** — Money Market Mutual Funds provide diversification and daily liquidity, making them an attractive cash management tool. By providing a variety of institutional money market mutual fund options, including 100% Treasury, Government, Prime and Tax-Exempt funds, you can select the money market mutual fund that best fits your organizations' investment objectives.
- **Government Agency Securities** — WFS is one of the leading dealers in U.S. Government Agency securities, ranked #1 industry-wide in all agency underwriting in 2018.
- **Brokered CDs** — WFS' experienced and dedicated CD underwriting team has issued billions of dollars in CDs for more than 2500 banks with whom we have CD relationships. WFS offers Brokered CD issues in a variety of maturities, with a variety of structures. Customers can hold an array of CDs from different issuers in one account, and receive FDIC coverage on their entire CD portfolio. The standard insurance amount is $250,000 per depositor, per insured bank, for each account ownership category.
- **Commercial paper** — As a commercial paper dealer, Wells Fargo Securities works directly with a wide array of issuers that offer commercial paper to qualified institutional investors. WFS trades and maintains positions in commercial paper to provide clients with access to new issues and the secondary market to meet your investment needs
- **U.S. Treasuries** — WFS is a primary dealer of U.S. Treasury Securities. WFS maintains a daily inventory in Treasury securities, providing competitively priced offerings, whether you are buying or selling.

Our team

The WFS investment representatives who will work with the City are **John Williams**, (telephone 415-644-9026, e-mail john.r.williams@wellsfargo.com) and **Justin Lewis**, (telephone 415-644-9152, e-mail lewisjum@wellsfargo.com). Both John and Justin are located in our San Francisco office.

Sweep accounts

Sweep accounts provide you with an **automated solution for optimizing funds and earning interest** on balances invested overnight. Because investments are either overnight or short-term, the City has daily access to your money.

We also offer a credit sweep service that allows you to use bank account balances to pay down a line of credit. You can use the line of credit to fund a bank account that has fallen below a target balance amount. You can also choose to tie an investment sweep to the credit sweep account structure.

Once you determine a target amount (which can be zero), we sweep excess collected balances over the target amount from your checking account to an investment. Alternately, we sweep excess collected balances over the target amount to pay down a line of credit, depending on your cash flow needs.

Benefits	
Automated investment of funds	By sweeping automatically each night, our service **eliminates the need for costly and time-consuming manual funds movement** to and from investment accounts.
Accuracy of funds transfer	Sweep transfers occur after all the day's debits and credits post to your account. This **helps ensure that the sweep won't accidently overdraw** your account.
Consolidated reporting	With all of our sweep options, you receive a **monthly statement that includes information on your balances and the interest paid on your investment**. We offer daily confirmations with our Preferred and Repurchase Agreement options. Our confirmations provide you with sweep transaction activity and daily rates. You can monitor your sweep activity online using our information reporting service. We can also deliver your statements and notifications electronically.

Sweep options

The City can choose from Repurchase Agreement and Money Market Mutual Fund options.

Repurchase Agreement Option

Our Repurchase Agreement Option* automatically sweeps excess collected balances at the end of each business day into a repurchase agreement investment. At the opening of the next business day, we'll return the funds and any interest to your account. You generate earnings overnight while maintaining access to your cash during the day.

*Investments in repurchase agreements are not deposits, are not insured by the FDIC and are not guaranteed by the U.S. government or any agency of it, or by the bank, nor is it the bank's obligation to repurchase your interest in any securities. The securities held by Wells Fargo as collateral may or may not be guaranteed by the U.S. government, but such guaranty does not flow to you, the investor. All securities carry investment risk and may lose value. General banking assets may be used to satisfy Wells Fargo's obligations under a repurchase agreement. The interest rate on a repurchase agreement is not the same as the rate on government securities. The repurchase agreement contains specific provisions and additional disclosures. Please read it carefully.

Not FDIC insured, not guaranteed by the bank, may lose value.

Money Market Mutual Fund Option

Our Money Market Mutual Fund Option* automatically sweeps excess collected balances into one of our Wells Fargo Money Market Mutual Funds:

- Government Money Market Fund (I-Share Classes)
- Treasury Plus Money Market Fund (I-Share Class)
- 100% Treasury Money Market Fund (Service Share Class)
- Please visit https://www.wellsfargofunds.com/icm/u/mmf/sweep.html for more information on the current rates, sweep options, and prospectus information. Here is a snapshot of the link which includes yields as of March 11, 2019.

Yields as of 3-11-19

Stagecoach Sweep® money market mutual funds

Fund	Daily factor	1-day current (%)	7-day current (%)	7-day current prewaiver (%)	7-day effective (%)	Fact sheet	Summary prospectus	Prospectus	Annual report
100% Treasury Money Market Fund - Svc	0.000053475	1.95	1.95	1.88	1.97				
Government Money Market Fund - Admin	0.000058000	2.12	2.12	2.12	2.14				
Government Money Market Fund - Inst	0.000061712	2.25	2.26	2.24	2.28				
Treasury Plus Money Market Fund - A	0.000050698	1.85	1.84	1.83	1.86				
Treasury Plus Money Market Fund - Inst	0.000061658	2.25	2.24	2.22	2.26				
Treasury Plus Money Market Fund - Svc	0.000054808	2.00	1.99	1.93	2.01				

Because funds stay invested until you need them, you can generate earnings without sacrificing access to your cash.

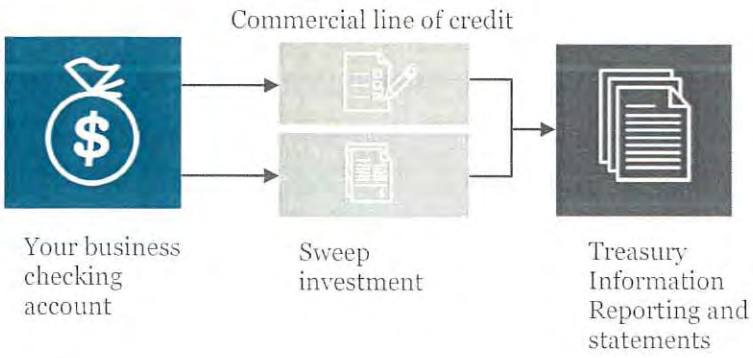
If your checking account balance is above your target balance at the end of the day, we'll automatically sweep the excess balance from your account into a FDIC-insured omnibus account† at the bank. At the beginning of the **next business day**, we transfer the funds to the money market mutual fund custodian. The custodian invests funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.‡

† Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit. Additionally, government deposits remain collateralized in accordance with state or federal law. We hold funds in the City's name until released for investment the following business day.

‡This is just a summary. For complete information, please see the Wells Fargo *Stagecoach Sweep* Service Description and the current prospectus for the Wells Fargo Funds®. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for Wells Fargo Funds. Other affiliates of Wells Fargo & Company provide sub advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, and affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting wellsfargofunds.com, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

Not FDIC insured, not guaranteed by the bank, may lose value.

How it works


Commercial line of credit
Your business checking account
Sweep investment
Treasury Information Reporting and statements

Section 21 – Implementation plan and costs

The City requires a smooth and low-cost transition to a new bank or enhanced service with its existing bank. Please respond to all of the following.

1. **Please describe in detail the bank's plan to implement the proposed services and to ensure a smooth, error-free conversion.**

   As the City is an existing customer with Wells Fargo, we are currently providing the services requested in this RFP to the City today. This means there isn't a need for time-consuming implementation or disruption of services.

   Should the City decide to add new services, we'll assign a dedicated implementation consultant to the City and coordinate an implementation kickoff meeting. He or she will act as your single point of contact throughout the implementation, and help determine timelines and responsibilities.

2. **Please detail all costs and the responsible party (bank or The City) associated with the conversion to all of the new services.**

   Please see Appendix Tab A for all pricing and fees.

3. **What size conversion allowance will the bank provide to The City? Please state a specific dollar amount or identify those supplies, products, and/or services included.**

   As an existing customer, you wouldn't need to convert to your current bank. We would like to offer a $5,000 retention allowance to remain with us. This can be applied to account analysis fees, or other Wells Fargo-related charges for any improvements you would like to make. This allowance must be used within the first 12 months of a new executed contract.

4. **Will the bank provide on-site training for The City personnel for all of the services selected? Typically, how are the training sessions structured?**

   As an existing Wells Fargo customer, the City staff is already fully trained and proficient with Wells Fargo systems. Online training, resources, and reference manuals are available on the online banking portal and additional training can be arranged by your relationship manager, **Jamie Varner**, or your treasury management consultant, **Cory Jahn**.

Section 22 – Service enhancements

Based on the information provided in the RFP and your bank's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving The City's bank accounts and related depository and cash management services.

In addition to what we have provided in the previous pages, we are recommending the following service enhancements for the City's consideration. We'll be happy to address any questions you may have.

Virtual lockbox

We offer a virtual lockbox service that works in conjunction with our Wholetail lockbox offering. Using an approved scanner, you can scan and submit payments you receive and we'll integrate and process them with those we receive in your lockbox.

You will receive ledger credits for payments and we will process transactions according to your regular lockbox deadlines we establish during implementation.

Data entry capabilities

We use the same data entry and processing instructions for each payment you submit as we use for payments received at the lockbox.

OCR coupons

When you scan a payment with an OCR coupon and submit it for processing, we'll automatically capture the data from the scanline.

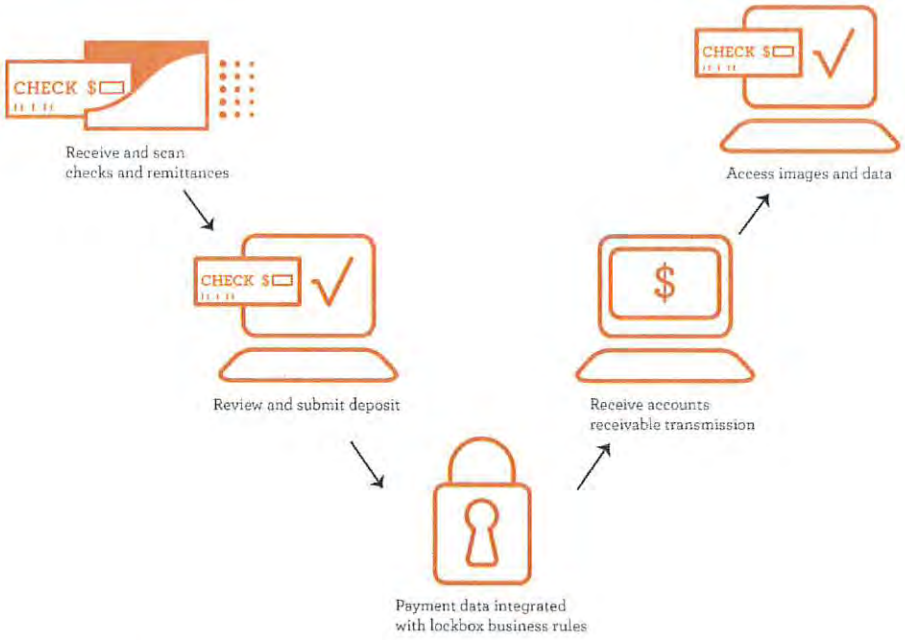
Remittance file integration

We combine the payments we receive into your lockbox with those you submit to us using our virtual lockbox service and provide you with a single electronic transmission of your remittance detail. The file is in the same format as your standard lockbox file.

Remittance document imaging

You can scan checks, invoices, coupons, and correspondence (up to 8½" x 11" in size). We store all check and remittance document images — regardless of source — in a convenient, searchable electronic archive.

How virtual lockbox works



Payment Manager

The City can send consolidated payables files to **streamline** and **automate** your payment and remittance processes, strengthen trading partnerships, drive working capital, and improve operational efficiencies.

By reducing the use of paper documents and manual data entry, you **minimize mistakes** and **increase efficiency**.

Payment types

In a single file, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; **we'll separate the payments by type** and process them accordingly.

Your file can include the following payment types:

01 U.S. ACH transactions in U.S. dollars

02 U.S. dollar and Canadian dollar paper checks

03 Global ACH transactions in foreign currencies

04 U.S. dollar wires

05 Foreign currency wire

06 Requests for transfer (SWIFT MT101 messages)

07 Wells Fargo commercial card transactions

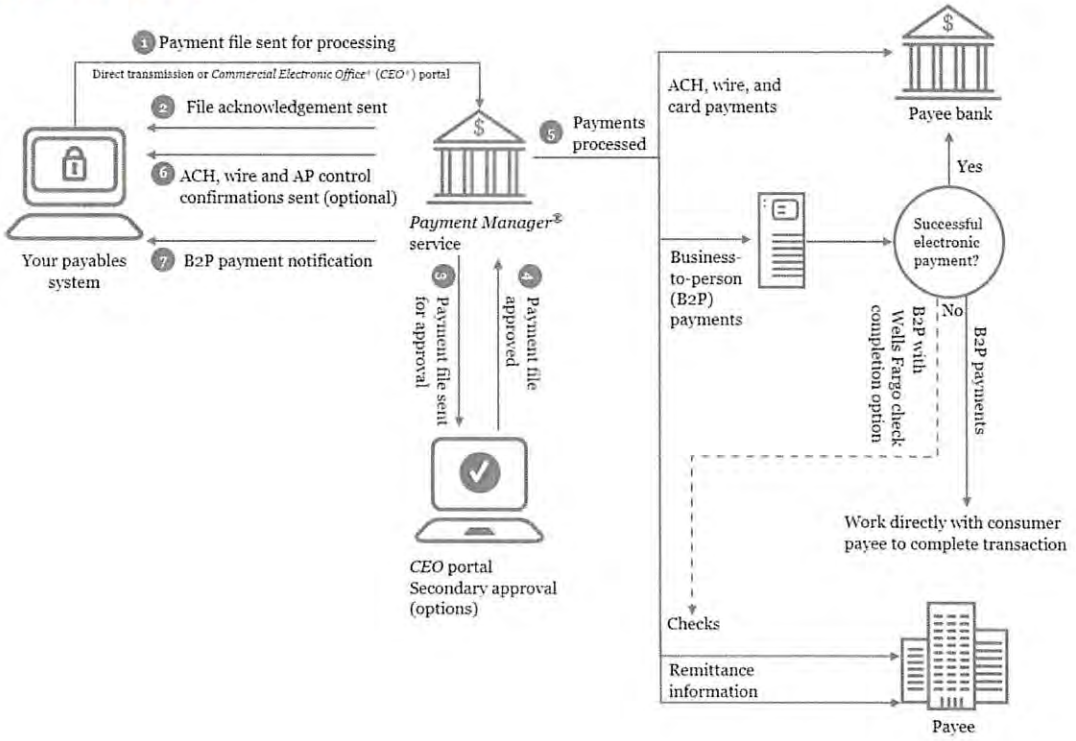
08 Disbursements with Zelle®

Online services

Through our online banking portal, you can:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements

How it works



Benefits

Accepts a variety of file formats	We accept most custom and proprietary file formats — almost any type of file format your system can generate. If you use a standard format, it can minimize your implementation cost and time.
Improve cash forecasting and reconciliation	Electronic control of your global disbursements allows you to better manage and forecast your cash flow. The service is also integrated with our account reconciliation and positive pay services.
Potentially reduce costs	Sending one consolidated payables file reduces your internal costs associated with AP processing. Specifically, electronic payment methods can reduce your expenses for paper check payments.

Compatibility with treasury workstations, ERP systems, and other AP systems

These include, but are not limited to:

Treasury workstations and ERP systems	
GTreasury	PeopleSoft
JD Edwards	SAP
Kyriba	SunGard
Lawson	Wall Street Systems
Microsoft Dynamics Great Plains	Yardi
Oracle*	

*If you use Oracle, you can use our software solution to manage data translation to the file.

Flexible file options

Delivery

Transmit your payment file using a variety of communication protocols (including multiple internet options) or upload it online.

Formats

This service accepts:

- Standard Wells Fargo flat file
- Wells Fargo XML
- ASC X12 820
- Lawson AP 161
- Excel
- SAP IDoc
- ISO 20022 (CGI common XML standard)
- Custom and proprietary formats

Our service accepts and acknowledges your file for initial processing 24 hours a day, 7 days a week.

Processing deadlines

Depending on the payment type you send, we'll process your file the same business day if we receive it by our cutoff time. We process a file that arrives after the cutoff the next business day. If you require secondary approval, it must be completed by the applicable deadline for same-day processing.

If a file includes multiple payment types, the earliest applicable deadline applies to the entire file.

Cutoff times (PT)

Payment type	File cutoff time
Checks	
Standard	7:00 p.m.
Same day*	9:00 a.m.
ACH transactions	
On-us same-day settlement	5:30 p.m.
Transit same-day settlement	6:00 a.m. and 10:00 a.m.
One-day settlement	5:30 p.m.
Two-day settlement	5:30 p.m.
Wires	
Fedwire	2:30 p.m.
SWIFT	2:00 p.m.
CHIPS	2:30 p.m.
Wells Fargo commercial card	Accepted when received
***Zelle* payments**	5:30 p.m.

*Subject to volume limitations and additional fees.

Safety and security

Secondary approval



You can make optional secondary approvals for some — or all — of your payments after we receive your file. The system can hold an entire file of payments, or an individual payment, for an authorized user to approve or delete. We'll then generate the payments and send remittance information based on your instructions.

History

Search for payment information, view standard reports, create custom reports, and schedule report reminders. **Data is available for 90 calendar days after we receive your payment file.**

Users with administrative authority have access to an audit report which provides snapshots of set ups and user entitlements. You can also view all changes made to set ups and user entitlements within the last 90 calendar days.

Assurance of receipt

Acknowledgements

We'll let you know by transmission, secure email, or both that your file has reached our system and has undergone initial processing.

You can choose the format:



- XML
- ANSI X12 997 (standard EDI)
- ISO
- Human-readable report

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgments online.

Confirmations

You have the option to receive payment confirmations for wire transfers, commercial card, and ACH payments by **transmission, secure email, or both.** You can also **view and download confirmations online.**

You choose the format:

- XML
- Excel CSV
- ISO 20022
- ANSI X12 824 (standard EDI)
- Human-readable report

Why Wells Fargo?

Disbursements with Zelle®

A convenient new service, Disbursements with *Zelle*, allows you to replace business-to-consumer (B2C) check payments with electronic payments, using your payee's email address or mobile phone number.

Our service allows you to:

- Send payments without obtaining personal account or routing numbers
- Eliminate the risk of storing payee account data
- Reduce expenses related to paper checks
- Send a courtesy notification to your payee providing payment information

Unregistered payees

If your payee is not registered for *Zelle* payments at the time of payment initiation, we offer an optional feature that will send them a payment alert. This alert contains instructions for your payee to enroll to receive a *Zelle* payment. The funds will settle after your payee registers.*

*Your payees have 14 calendar days to register to receive their funds.

Check completion option

With this option, we can automatically issue a check payment to a registered payee if their electronic payment is unsuccessful. Our check completion option requires you to include complete check issue instructions along with your *Zelle* payment request.



When you choose this option, there are no additional steps to address payment failures because your payments will complete electronically or by check based on the payee's registration status.

Enhanced remittance delivery options

You can include detailed remittance information in your payment file. You choose the delivery method: online, email, mail, or fax. We'll separate and process the payments and forward the remittance data in a human-readable format to your payees.

Transition payees to electronic payments

We offer you two options to transition your payees to electronic payments:

1. Invite your payees (by mail or email) to self-enroll online to receive ACH payments (instead of check payments) and electronic remittance information. You choose the remittance delivery channel you want to offer: email, mail, fax, or online.
2. We analyze your vendor's data to provide an onboarding forecast. This predicts the conversion to commercial card, ACH, or both. We then plan an onboarding campaign on your behalf for your suppliers.

Templated payments

We offer you the option to send templated payments to your suppliers after they enroll. Our database facilitates the payments, which frees up valuable time and resources for the City.

Integration with centralized disbursements service

Our **Centralized Disbursements Manager** service is a web-based platform combining centralized disbursements with entity-level reporting. We partner with you to track and monitor disbursement activity and corresponding funding through a consolidated master account using a **fully integrated online application.** If the City's disbursements are centralized but reporting must be kept separate by operating location or business line, you will benefit from this service.

What's changing?

Currently, this service requires you to submit issue files containing your check and ACH payments in a Centralized Disbursement Manager-specific format.

Therefore, if you use this service and our consolidated payables service, you're required to submit two separate files in separate formats.

We are now developing an integrated file; you'll have the ability to transmit a consolidated file for consolidated payables with payment instructions (ACH, virtual card, and check*) and Centralized Disbursement Manager issue records. Our consolidated payables service will process payments, then forward issue notices to our service.

*Only applies to domestic payments initiated in the U.S.

Receivables Manager



With our consolidated receivables service, you can **post payments automatically** to your ERP platform or accounts receivable system when you **receive an electronic receivables file** from us. This consolidated file helps accelerate posting while reducing the number of errors caused by manual data entry.

Your file can contain receivables data from any combination of the payment sources listed in the following table.

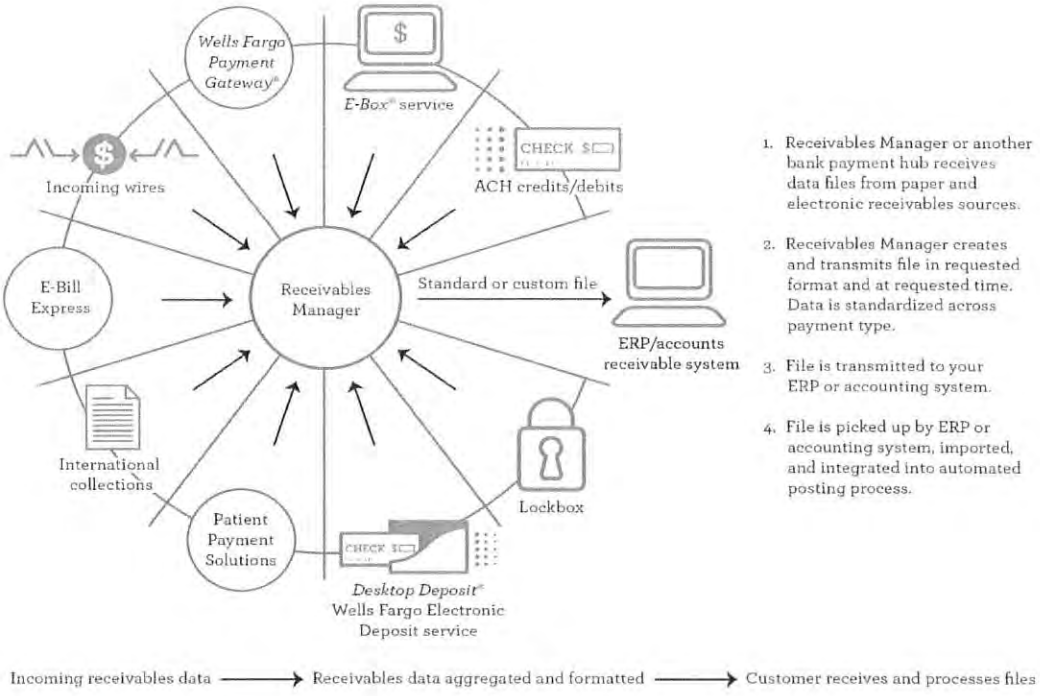
- ACH
- Electronic billing service
- Image cash letter
- Lockbox
- Multicurrency account (MCA) wire*
- Online bill payments
- Remote deposit
- Wells Fargo Payment Gateway
- Wires

*In pilot.

How it works

We translate your receivables data and deliver it to you in a format compatible with your ERP platform or accounts receivable system. **Our service is compatible with most proprietary accounting and ERP solutions**, including Oracle and SAP. We can also accommodate many custom and proprietary file formats.

Your customers can now forward their emailed remittance detail sent separately from ACH and wire payments to Wells Fargo; the remittance detail can be automatically matched to payments as they're received. If we cannot match payments to remittance automatically, we flag exceptions in our online receivables portal. You can manually match payments to remittance based on system suggestions. Finally, we can transmit all transactions with remittance data to you for automated upload into your ERP systems.



Flexible file options

Delivery

Our transmission platform offers a variety of communication protocols including:

SFTP	FTPS	HTTPS	AS2

Formats

Standard formats	We deliver files in standard and custom formats. Using a standard format can minimize your implementation cost and time, and you can choose a different format for each payment type. If you cannot work with one of our standard formats, we can develop a custom format for you.
Flat file formats	We also offer two flat file formats — the universal and simplified formats. The universal format contains comprehensive EDI detail for ACH payments you receive. The simplified format contains data available in STP 820, which is also a simplified EDI format for received ACH payments.
ISO 20022 XML	When you receive your information in this format, it streamlines the City's integration and reconciliation process because you are receiving the same information from all banks that use the ISO 20022 XML format.

The following table lists the formats we support.

Formats	
ANSI X12 820 (Payment Order or Remittance Advice)	Modified NACHA
ANSI X12 823 (Lockbox)	Proprietary and custom formats (by request)
BAI 80/300 (Lockbox)	Wells Fargo flat file formats ▪ Simplified ▪ Universal
ISO 20022 XML format	

File availability

We process your files Monday through Friday (excluding holidays). Because some payment types have multiple processing runs and available release times, you can choose to receive more than one file each day.

Choose one or more of the following release times for each file you request. Your file will be available within one hour* of the time or times you select

Release times (PT)			
4:00 a.m.*	9:00 a.m.	1:00 p.m.	5:30 p.m.
5:00 a.m.*	10:00 a.m.	2:00 p.m.	10:00 p.m.*
6:00 a.m.*	11:00 a.m.	3:00 p.m.	
7:00 a.m.	11:30 a.m.	4:00 p.m.	
8:00 a.m.	12:00 p.m.	4:30 p.m.	

*Certain times may take longer than one hour.

Section 23

Please include: Sample Account Analysis Statement and User's Guide.

Please see Appendix Tab G.

Section 24

Please include: Sample Account Reconciliation Reports, Account Statements, Sample Prior Day and Intra Day Statement Reports, and Positive Pay Reports.

Please see Appendix Tab H.

Section 25

Please include: Sample Banking Services Contract, Sample Funds Transfer Agreement, Sample Consolidated/Parent Billing Statement for Corporate Credit Card and any other relevant samples.

A sample agreements banking services contract and sample funds transfer agreement can be found in Appendix Tab L.

A sample billing statement for corporate credit card can be found in Appendix Tab H.

Section 26

Please include: the latest Annual Report and most recent quarterly bank call report filed with the FDIC.

You can locate Wells Fargo & Company's most recent annual report through the following site: wellsfargo.com/invest_relations/annual.

You can locate Wells Fargo Bank, N.A.'s last four quarterly call reports through the following site: https://cdr.ffiec.gov/public/ManageFacsimiles.aspx by using the Wells Fargo Bank, National Association FDIC Certificate No. 3511.

Section 27

Please include (if applicable): Value added services. This section gives the proposer the opportunity to include any innovative and/or creative approaches or services in their proposal that are not specifically requested in this RFP, but that the Bank may offer to The City at no additional cost. Services may include, but are not limited to a program or service that creates greater efficiencies or increased performance capabilities. These services should add additional "value" to the services proposed, and the services requested in this RFP.

Based on our understanding of your needs, along with our in-depth experience with similar GIB customers, we recommend the City consider the following services. We'll be happy to address any questions you may have when we meet. Additionally, we can arrange demonstrations for the products we recommend below.

Recommended value-added services

Our payment gateway service provides:



- A single source for multiple payment options
- Tools to help you reduce transaction risk and manage fraud
- Reporting and reconciliation services

The gateway service is a cloud-based payment capture service that enables secure authorization and settlement of payments. You can process payments received from your website, over the phone, or at the point-of-sale.

In the following sections, we describe how you benefit from the features and functionality of our gateway service, and we describe how you can use the gateway with other services we provide.

Accept multiple payment types

You can increase sales and customer satisfaction by accepting a variety of payment types. With our payment gateway you can accept:

Card payments	Additional payment types

• Major credit cards
• Debit cards
• Corporate and purchasing cards
	• Electronic check (eCheck) payments
	• Digital payment types
	  ○ Apple Pay®
	  ○ Visa Checkout
	  ○ PayPal Express

Receive your funds as soon as the next business day



If your card transactions[1] and digital payments are processed through our gateway and settled by 9:00 p.m. PT, funds can be available in your Wells Fargo demand deposit account as soon as the next business day.[2]

For eCheck transactions, you can choose a cutoff time[3] 2:00 p.m. PT or 5:00 p.m. PT for next business day funding to your Wells Fargo account.

1. U.S. dollar Visa, Mastercard, and Discover card transactions only. American Express transactions settle in one to three business days depending on the City's contract with American Express. Foreign currency card transactions settle within four business days. Deposits held in non-U.S. branches are not FDIC insured.
2. When depositing into a Wells Fargo account. If your Wells Fargo deposit account was opened recently, your funds will be processed and deposited in as soon as one to three business days. Please see the Merchant Services Terms and Conditions and Operating Rules or Program Guide for additional information.
3. You choose the cutoff when we implement your service.

Fully integrate ACH payments*

With the eCheck feature, you can accept a customer's bank account information over the phone or online, then process the payment as an ACH transaction. The service supports:

WEB	Single and recurring consumer debits initiated though the internet
TEL	Single consumer debits initiated over the phone
CCD	Commercial debit and credit entries
PPD	Consumer credits and debits authorized by a signature

If you choose to accept ACH payments, you can use an optional service that automatically checks for proper transit and routing numbers, as well as proper account structure.

*Use of our ACH service is subject to thorough credit analysis and requires use of a Wells Fargo demand deposit account. In addition, you must secure authorization from the consumer to debit his or her account.

Expand sales with global card processing

When you use our payment gateway, you can **expand sales internationally and manage the risk and complexity** of global export regulations and tax requirements.

Convert receivables to U.S. dollars

You can accept Visa, Mastercard, and American Express payments in more than 130 currencies. The gateway service automatically converts your receivables at a competitive exchange rate and funds your Wells Fargo account in U.S. dollars. Funds will settle to your account as soon as the next business day.*†

* When depositing into a Wells Fargo account. If your Wells Fargo deposit account was opened recently, your funds will be processed and deposited in as soon as one to three business days. Please see the Merchant Services Terms and Conditions and Operating Rules or Program Guide for additional information.

†Visa and Mastercard transactions only. American Express transactions settle in one to three business days depending on the City's contract with American Express.

Authorize, settle, and receive funds in multiple currencies

You can accept funds to your Wells Fargo multicurrency account or Wells Fargo United Kingdom account in 11 currencies:*

Available currencies for Visa and Mastercard		
Australian dollar	Euro	Swedish krona
British pound	Hong Kong dollar	Swiss franc
Canadian dollar	Japanese yen	U.S. dollar
Danish krone	Norwegian krone	

Funds will settle to your account within four business days.

Authorize transactions and receive funds in different currencies



You can authorize transactions in more than 130 currencies and settle and fund in one of three currencies (Canadian dollar, Hong Kong dollar, and Australian dollar).*

*This applies to Visa and Mastercard transactions only. To enable American Express transactions in currencies other than U.S. dollars, reach out to your merchant services account manager/customer support team. Deposits held in non-U.S. branches are not FDIC insured.

Manage global tax calculation

Built-in functionality calculates sales, use, and value-added tax (VAT) in real time. You can calculate VAT in real time in more than 30 countries.

Adhere to export regulations

The gateway service can validate order data, review transaction history, and verify the purchaser's shipping, billing, and IP addresses to help you meet approved export standards.

Provide the transaction details your customers need

To help you reduce service calls and chargebacks for card transactions, you can customize the descriptors that will appear on your customers' cardholder statements. This makes it easy for them to clearly identify you as the merchant.

You can also provide the Level III data your commercial customers need when they pay with purchasing cards or corporate cards. This allows your customers to manage their purchasing activities, and it may help you maximize your interchange program.

Our payment gateway offers secure recurring billing and helps you:

- Minimize the security risk of storing customer data
- Streamline processing of installment and recurring payments
- Control the timing of payments, reducing costs associated with late payments

You submit your customers' payment information to our payment gateway, and the system provides you with a masked card account number and a secure token that you'll use to initiate future payments. Our gateway and processing partners store your customers' sensitive information in their secure, PCI-compliant data centers.

The service offers three billing options:

Installment	Process a fixed number of payments at a fixed amount and frequency.
Recurring subscription	Process ongoing payments, at a fixed amount and frequency, for a service with no specific end date.
On-demand payments	Process payments when you need to using the masked card account number.

Streamline payment processing with the virtual terminal

You can use the virtual terminal feature to:

- Support your customer service function
  - Manually process one-time payments
  - Process refunds
  - Set up and process recurring payments for customers who need assistance
- Process card and eCheck* payments received by phone or mail
- Accept card-not-present transactions†

Transactions processed using the virtual terminal feature will be consolidated in the same reports with transactions processed using other features of our gateway.

*The eCheck feature supports WEB, TEL, PPD, and CCD transactions.
†Swiped (non-EMV compliant) card-present transactions are possible through the use of a wedge reader.

EMV capabilities

Mobile point-of-sale pilot



If you qualify for our pilot program, you can accept EMV-compliant chip card transactions through our payment gateway mobile point-of-sale (POS).* This functionality requires integrating your employee-facing iOS or Android application with our payment gateway using our software development kit (SDK). You can access reporting and manage e-commerce and point-of-sale transactions through the gateway administrative tool. Our mobile POS solution is completely integrated into our gateway service.

Using our EMV-certified card reader with your own iOS or Android mobile devices, you can securely take payments wherever an internet connection is available.

In addition to accepting dipped EMV-compliant (chip card) transactions, the mobile POS also supports swiped (through the card's magnetic strip) and manually keyed-in card transactions.

*This is future functionality, which is subject to development, change, or cancelation. Wells Fargo makes no representation about when the functionality will go to market.

Future enhancement

We're exploring enhancing our payment gateway to add comprehensive (stationary and mobile) EMV-compliant chip transaction capabilities. Your Wells Fargo relationship team will let you know when this feature will become available.

Enhance security and fraud management

Our payment gateway provides the City with features and options to help secure payment data and manage risk.

PCI compliance

PCI DSS compliance is important to your organization. Our gateway service is PCI-compliant. Its payment tokenization technology, which replaces sensitive payment data with a unique identifier, lets you move your customers' card data off your system. The data is stored at PCI-certified data centers.

Screening and verification

You'll benefit from screening and verification services including AVS, Card Verification Number (for example, CVV2 or CVC2), worldwide delivery address verification, and export compliance checks.

Secure payer authentication

Our gateway service supports payment network secure authentication programs including Verified by Visa and Mastercard SecureCode. Payer authentication is an important part of a fraud management strategy, is required for certain international transactions, and provides several benefits to the City.

It helps you:



Improve card transaction security

Reduce chargeback handling costs related to unauthorized transactions

Streamline the dispute resolution process

Set rules for secure authentication

The benefits of secure payer authentication are important, but it can sometimes have a negative effect on consumers, even increasing shopping cart abandonment. We offer an optional feature that lets you take advantage of the added security but also helps you control the negative consumer experience.

With this feature, you set rules for which transactions go through the authentication process. For example, you can require secure authentication only for high-risk transactions and international transactions but not request it for low-risk U.S. domestic transactions.

Online fraud management

You can use our online fraud management service to evaluate the risk of credit and debit card payments in real time. The service, used in conjunction with our payment gateway, allows you to automate decisions to accept or decline payments or to send them for manual review based on business rules you establish.

An optional feature of the service lets you use up to 12 months of your transaction history to analyze what-if fraud strategies. You can quantify the expected impact of one or more fraud screening strategies in real time, before implementing them, by understanding the likely changes to the transaction disposition and fraud rates.

The service calculates transaction risk using data from the more than 68 billion transactions Visa processes annually. There are more than 260 fraud detectors.

Streamline reporting and reconciliation

You have access to reports that you can use to view or reconcile payments through all phases of the payment cycle, including chargebacks and returns. You can also search for transactions using a variety of criteria, including an order or reference number field that you define.

You can generate standard and custom reports in CSV or XML file formats and download them manually. In addition, you can schedule standard reports to automatically download to your computer through an API connection.

Standard reports include the following information:

- Summary of transactions, including authorizations and captures
- Currency and payment method used for payment transactions
- Amount and number of payment transactions by payment method and currency
- Events related to certain types of payment transactions
- Detailed information about payment and risk transactions

Integrate with existing systems

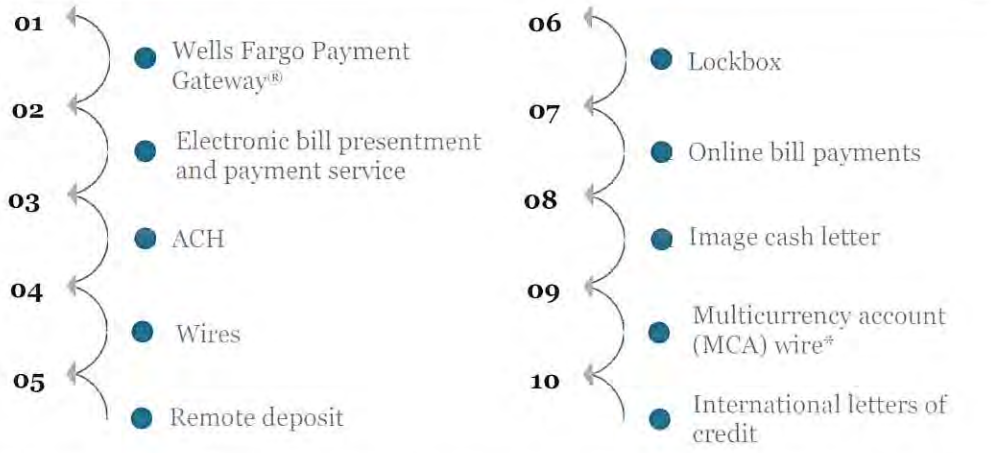
Interface with third-party applications

Many third-party applications, such as shopping cart, cashier, IVR, ERP, and other systems have interfaces that are compatible with our gateway service's core technical specifications.

Consolidate receivables for posting

You can receive a consolidated receivables file that combines payments processed through our payment gateway with other payments received in your Wells Fargo account. You can use the file to automatically post payments to your ERP platform.

Payment channels:



* This is future functionality, which is subject to development, change, or cancelation. Wells Fargo makes no representation about when the functionality will go to market.

Safe deposit processing

By using a smart safe, you can increase employee efficiency and productivity, improve accuracy, and improve operational and employee safety.

How it works

You'll choose an armored carrier to install bill validating and counterfeit detecting safes in each of your locations. Your employees will simply insert currency into the bill validators.

The safe counts the cash, examines the bills, and rejects any bills suspected of being counterfeit. It also tracks deposits by employee personal identification number.

The safe prepares your deposits and reports them to us. You receive provisional credit for the cash in the safe before it physically reaches the bank.

The safe holds your cash until your armored carrier picks it up, and delivers it safely to their cash vault. The armored carrier also delivers coin and currency to your locations, and maintains and repairs the safes. Depending on your safe capacity and cash volume, you may be able to reduce the number of courier pick-ups you need per week.

In addition to currency deposits, the safe offers the following features.

Manual deposits

Used for unfit and rejected bills as well as occasional checks or travelers' checks.

Change orders

Used to offset change orders you place.

Reporting

You can access transaction information either directly from the safe, or through the vendor's online portal.

You can program your safes to automatically print reports that show deposit amounts by employee, by shift, and by day. To simplify reconciliation, we identify each type of deposit — currency and manual —by a different description on your reporting services.

Deposit cutoff times

The following table shows the cutoff times in local time.

Type	Cutoff time	Provisional credit received
Standard	3:00 a.m.	Next business day at end of day
Premium intraday	4:00 a.m.	Next business day by 8:00 a.m.

You receive credit for check deposits you make in the safe's manual drop slot after they are picked up from your locations and delivered to the cash vault.

Advantages

Our remote cash capture solution offers the City many benefits.

Increased efficiency

Because the safe counts cash, your employees can focus on customer and business needs instead of spending time handling cash, preparing deposits, and making trips to the bank.

Improved safety

Criminals may target operations where cash is unsecured. Remote cash capture reduces the risk of losses for cash in transit by eliminating the need to take deposits to the bank.

Expedited credit

You receive provisional credit and faster access to working capital without being dependent upon a daily armored carrier pickup.

Easy reconciliation

All transactions flow through our regular information reporting channels, including BAI file transfer and our online reporting service. We offer several reports that provide detailed information about your deposits, and coin and currency orders.

Reduced risk of fraud and theft

The safe uses a point-of-sale system to track funds. The totals shown on the system should equal the amount deposited. You can access deposit data at a location or employee level, increasing control and providing an audit trail.

Lower transportation and supply costs

Because we credit deposits to your account through an electronic data transmission from the safe, you can reduce the number of armored car pickups and trips to the bank. Our solution also reduces the need for deposit bags and tickets.

Flexibility

A variety of safe models is available to meet the size requirements of your locations and suit your business processes.

Disadvantages

No provisional credit for manual deposits

You can place checks and cash rejected by bill validators into the manual drop slot of the safe; however, you will not receive credit for these until your armored carrier picks them up and delivers them to the cash vault for verification.

Coin deposit limitations

While most standard safes accept minimal amounts of coin deposits, you cannot receive expedited credit for them. You will receive credit for coin deposits after they are delivered to the cash vault, and verified. Specialized safes are available to help manage large amounts of coin deposits.

Risks

There are some inherent risks associated with contracting with an armored carrier. The following paragraphs list some of the risks that you may want to consider. Please contact your armored carrier for more information and discuss these issues with your legal counsel as appropriate.

Equipment liability

If the safe is stolen from your location, destroyed, or damaged, you are responsible for the value of the remaining useful life of the safe.

Counterfeit bills

Even though the bill validator on each safe comes equipped with counterfeit detection technology, it cannot detect all counterfeit items. Each safe vendor has a guarantee program to protect against losses. You should refer to your vendor's guarantee program to understand your responsibility for losses.

Cost increases

Safe vendors reserve the right to increase your fees to cover their costs of labor and servicing of the safes. Such fees include fuel surcharges and excess premise time.

Pricing

We include detailed pricing information in Appendix Tab A.

Image File Import service

Our Image File Import service provides data and images for paid checks, deposited items, and returned items for those customers who need to maintain an image archive.

Image transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images, and related index information. Image files are available as early as 8:00 a.m. PT the day after posting. Through our secure transmission platform, you can download files into your internal archives, or to our viewing software. During implementation, you'll choose which format, XML or PDF, you want to use for your files.

Please see Appendix Tab H for more information.

Section 28

Please include: Cost Proposals/Banking Services Price Proposal Form: Enclosed is a Price Proposal Form, which includes an estimate of The City's monthly transactions and is being provided for pricing purposes. Fees related to all services described in the proposal must be listed on this form – even if the service is not shown on the form. Also, include any one-time set-up charges, equipment costs, research fees, and all other fees that will be charged. Include any incentives or price breaks based on volume, timeliness of payment, or rebates. Please state the period of validity for the Banking Services Price Proposal form. Proposals shall be valid for a minimum of 180 days following submission.

The Cost Proposals/Banking Services Price Proposal Form provided by the City can be found in Appendix Tab A.

All pricing, fees, and Wells Fargo's response to this proposal are valid for a minimum of 180 days following submission.

Section 29. Required proposal forms

Exhibit A and other required forms follow this page.

EXHIBIT A

Proposal Forms (to be submitted with, and as part of proposal)

---The rest of this page is intentionally left blank---

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 any element in of this RFP herein at any time after the date it was publically advertised.



OR

I certify that Proposer or Proposer's representatives have communicated after the date this RFP herein was publically advertised with a City Councilmember concerning any element of this RFP. A copy of all such communications is attached to this form for public distribution.

_____

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.

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.

INDEMNITY AND INSURANCE STATEMENT

Summary of Indemnity and Insurance Requirements

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to the City. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the City.

2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of insurance shall be available to the City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1 – all the Insurance coverage and limits carried by or available to the Contractor; or 2 – the minimum Insurance Requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to given loss, shall be available to the City.

3. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) ~~and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. The City reserves the right to require full certified copies of all Insurance coverage and endorsements.~~

I. INDEMNIFICATION

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. Contractor shall agree that their defense and indemnification obligations are in addition to, and are not limited by, the Insurance obligations in the agreement.

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 paragraph.

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.

II. INSURANCE

The City of Banning will require the following to approve insurance for your contract:

1) Insurance Limits:

(a) General Liability insurance with limits of not less than $1,000,000 for bodily injury and property damage; $1,000,000 for personal and advertising injury; $2,000,000 products and completed operations aggregate and $2,000,000 general aggregate.

(b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(c) Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of not less than $1,000,000 per claim/occurrence and $1,000,000 policy aggregate The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

(d) Workers' Compensation insurance as required under the California Labor Code.

(e) Employer's Liability insurance with limits of liability of not less than $1,000,000, each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit.

*Limits can be adjusted by the City based on services provided.

2.) Insurance Requirements:

(a) California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide.

(b) Certificate holder should appear as follows:

City of Banning
Attn: Purchasing Division
99 E. Ramsey Street
Banning, CA 92220-4837

(c) The certificate of insurance should read "*The City of Banning, its officers, officials, employees and agents are additional insured with respects to General Liability and Auto Liability insurance. This insurance is primary, ~~and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance with respects to the City of Banning, its officers, officials, employees and agents.~~*"

(d) The additional insured coverage under the contractor's policy 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.~~

3.) Insurance Documents:

(a) Include an Additional insured endorsement, with primary ~~and non-contributory language~~ or a primary insurance endorsement, for General Liability

insurance **including ongoing operations and completed operations (i.e., CG 20 10, CG 20 33, or CG 20 38)**. The additional insured should read, "*The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess ~~and not contribute~~ to the insurance afforded by this endorsement" or "This insurance is primary, ~~and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis~~*". The endorsement number needs to be included in the accord description of certificate of insurance.

(b) Include an Additional insured endorsement for Auto Liability insurance. The additional insured should read, "*The City of Banning, its officers, officials, employees and agents.*" The endorsement number needs to be included in the accord description of certificate of insurance.

(c) ~~Include a Waiver of subrogation endorsement for Workers' Compensation insurance should read, "*the City of Banning, its officers, officials, employees and agents.*" The endorsement number needs to be included in the accord description of certificate of insurance.~~

~~(d) Include a copy of the Declarations & Policy Endorsements page for the GL policy.~~

I have read and understood the above requirements and agree to be bound by them for any work performed for the city.

***Wells Fargo signature agreement is based on our exceptions noted here and in the Appendix section of our proposal. Please refer to Appendix Tab K.*

Authorized signature: _____ **Date:** March 13, 2019

Appendix

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CRA Rating for California ..... Tab C
Availability schedules ..... Tab D
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Merchant services samples and reports ..... Tab F
Account analysis statement and user's guide ..... Tab G
Sample reports and fact sheets ..... Tab H
Evidence of insurance ..... Tab I
Wells Fargo Securities Fixed Income overview ..... Tab J
Disclosures, disclaimers, and legal exceptions ..... Tab K
Account agreements and service descriptions ..... Tab L

PRICE PROPOSAL FORM

All proposals shall include a full and complete breakdown of all the costs, and proposed fees to fulfill the scope of services herein. The Unit Price column shall be filled out, as well as total cost.

	Section	Item Description	Unit Of Measure	Quantity	Unit Price
1	BALANCE & COMPENSATION INFORMATION	RECOUPMENT MONTHLY	EA	5,000	0.12750
2	GENERAL ACCOUNT SERVICES	ACCT MAINTENANCE-CHEXSTOR	Monthly Fee	1	10.00000
3	GENERAL ACCOUNT SERVICES	DEBITS POSTED	EA	42	0.05000
4	LOCKBOX SERVICES	E-BOX MTHLY MAINT (w/CROSS REF)	Monthly Fee	1	100.00
5	LOCKBOX SERVICES	WTLBX PO BOX RENTAL/ANNUAL	Annual Fee	1	150.00000
6	LOCKBOX SERVICES	LOCKBOX CEO SUBSCRIPTION PER ITEM	EA	14	0.05000
7	LOCKBOX SERVICES	WTLBX MTHLY BASE	Monthly Fee	1	75.00000
8	LOCKBOX SERVICES	WTLBX TRANSMISSION MTHLY BASE	Monthly Fee	1	100.00000
9	LOCKBOX SERVICES	WTLBX CHECKS	EA	2,495	0.00000
10	LOCKBOX SERVICES	WTLBX TOTAL PMTS PROCESSED	EA	2,658	0.25000
11	LOCKBOX SERVICES	WTLBX STD ITEM PROCESSED NON SCAN	EA	355	0.35000
12	LOCKBOX SERVICES	WTLBX SCANNABLES MULTIS	EA	215	0.10000

13	LOCKBOX SERVICES	WTLBX SCANNABLES PARTIAL PAYS	EA	255	0.01000
14	LOCKBOX SERVICES	WTLBX REMIT PROCESSED CASH	EA	1	5.00000
15	LOCKBOX SERVICES	WTLBX REMIT PROCESSED EXPR MAIL	EA	1	2.50000
16	LOCKBOX SERVICES	WTLBX MICR DATA CAPTURE	EA	2,512	0.02500
17	LOCKBOX SERVICES	WTLBX MICR CAP PER LINE NON SCAN	EA	355	0.02500
18	LOCKBOX SERVICES	WTLBX CORRESPONDENCE/REJECTS	EA	6	0.25000
19	LOCKBOX SERVICES	WTLBX DOCUMENT SCANNED	EA	7,817	0.05000
20	LOCKBOX SERVICES	WTLBX DOCUMENT SCANNED-NON SCAN	EA	475	0.05000
21	LOCKBOX SERVICES	WTLBX 7 YEAR B/W IMAGE ARCHIVE	EA	8,292	0.01000
22	LOCKBOX SERVICES	WTLBX VALUE ADDED KEYING-NON SCAN	EA	12,549	0.00750
23	LOCKBOX SERVICES	WTLBX FIRST CLASS POSTAGE PKG	EA	1	2.25000
24	LOCKBOX SERVICES	WTLBX DAILY DEPOSIT CUT	EA	21	1.00000
25	LOCKBOX SERVICES	WTBX TRANSMISSION ITEM	EA	3,013	0.01000
26	LOCKBOX SERVICES	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	Monthly Fee	1	15.00000
27	LOCKBOX SERVICES	E-BOX PAYMENT RETURN	EA	1	0.35000
28	DEPOSITORY SERVICES	CEO RETN ITEM SUBSCRIPTION PER ACCT	EA	1	10.00000

29	DEPOSITORY SERVICES	CEO RETN ITEM SUBSCRIPTION PER ITEM	EA	2	0.05000
30	DEPOSITORY SERVICES	VAULT DEPOSITED COIN-ROLLED	EA	3	0.06000
31	DEPOSITORY SERVICES	MISC CREDITS POSTED	EA	89	1.00000
32	DEPOSITORY SERVICES	CASH VAULT COIN DEP-PARTIAL/MIX BAG	EA	17	5.00000
33	DEPOSITORY SERVICES	CASH VAULT MONTHLY BASE	Monthly Fee	1	5.00000
34	DEPOSITORY SERVICES	CASH VAULT DEPOSIT ADJUSTMENT	EA	1	5.00000
35	DEPOSITORY SERVICES	CASH VAULT CURRENCY/COIN DEPOSITED	EA	374,065	0.00121
36	DEPOSITORY SERVICES	CASH VAULT ADJ ADVICE-US MAIL	EA	1	0.00000
37	DEPOSITORY SERVICES	DEPOSITED CHECKS-ON US	EA	5	0.10000
38	DEPOSITORY SERVICES	DEPOSITED CHECKS	EA	55	0.10000
39	DEPOSITORY SERVICES	ELECTRONIC DEPOSIT-CHECK WFB	EA	393	0.05500
40	DEPOSITORY SERVICES	ELECTRONIC DEPOSIT-CHECK NON WFB	EA	1,451	0.06500
41	DEPOSITORY SERVICES	ELECTRONIC DEPOSIT-DEP ADJUSTMENT	EA	1	0.00000
42	DEPOSITORY SERVICES	DEPOSITED CHECK LBX-ON US	EA	586	0.10000
43	DEPOSITORY SERVICES	DEPOSITED CHECKS LBX	EA	2,281	0.10000
44	DEPOSITORY SERVICES	CV CASH ONLY OR CHECK ONLY DEPOSIT	EA	97	1.00000

45	DEPOSITORY SERVICES	CASH VALUT DEPOSIT CASH AND CHECK	EA	21	1.00000
46	DEPOSITORY SERVICES	PER CHANGE ORDER FEE IN BRANCH/STORE	EA	1	5.25000
47	DEPOSITORY SERVICES	ROLLED COIN ORDERED IN BRANCH/STORE	EA	35	0.15000
48	DEPOSITORY SERVICES	CASH ORDERED IN BRANCH/STORE	EA	244	0.00130
49	DEPOSITORY SERVICES	RETURN ITEM-CHARGEBACK	EA	12	3.50000
50	DEPOSITORY SERVICES	CEO RETURN ITEM RETRIEVAL-IMAGE	EA	14	0.05000
51	DEPOSITORY SERVICES	CEO RETURN ITEM SERVICE MTHLY BASE	Monthly Fee	1	0.00000
52	DEPOSITORY SERVICES	RETURN ITEM SPECIAL INSTRUCTIONS	EA	12	0.25000
53	DEPOSITORY SERVICES	RETURN ITEM SPECIAL INST MTHLY BASE	Monthly Fee	1	10.00000
54	PAPER DISBURSEMENT SERVICES	POSITIVE PAY EXCEPTION-CEO IMAGE	EA	17	0.05000
55	PAPER DISBURSEMENT SERVICES	CEO IMAGE VIEW < 90 DAYS - ITEM	EA	1	0.05000
56	PAPER DISBURSEMENT SERVICES	CEO IMAGE VIEW > 90 DAYS - ITEM	EA	1	0.05000
57	PAPER DISBURSEMENT SERVICES	POSITIVE PAY EXCEPTION CHECKS RETND	EA	1	0.00000
58	PAPER DISBURSEMENT SERVICES	STOP PAYMENT - ONLINE	EA	1	5.00000

59	PAPER DISBURSEMENT SERVICES	POSITIVE PAY MONTHLY BASE	Monthly Fee	1	0.00000
60	PAPER DISBURSEMENT SERVICES	POS PAY CHECKS WITH NO ISSUE RECORD	EA	1	0.50000
61	PAPER DISBURSEMENT SERVICES	WELLSIMAGE PAID CHECK MONTHLY BASE	Monthly Fee	1	15.00000
62	PAPER DISBURSEMENT SERVICES	WELLSIMAGE PAID CHECK PER CD	Monthly Fee	1	50.00000
63	PAPER DISBURSEMENT SERVICES	DDA CHECKS PAID	EA	468	0.10000
64	PAPER DISBURSEMENT SERVICES	STOP PAYMENT - PAPER CONFIRMATION	EA	0	5.00000
65	PAPER DISBURSEMENT SERVICES	CEO SEARCH	EA	6	0.05000
66	PAPER DISBURSEMENT SERVICES	PAYEE VALIDATION STANDARD-ITEM	EA	468	0.01000
67	PAPER DISBURSEMENT SERVICES	WF CHK CASHED FOR NONACCT HOLDER	EA	1	0.00000
68	PAPER DISBURSEMENT RECON SERVICES	ARP MONTHLY BASE-FULL	Monthly Fee	1	20.00000
69	PAPER DISBURSEMENT RECON SERVICES	ARP FULL RECON-ITEM	EA	470	0.05000
70	PAPER DISBURSEMENT RECON SERVICES	ARP AGED ISSUE RECORDS ON FILE-ITEM	EA	1,245	0.00600

71	PAPER DISBURSEMENT RECON SERVICES	POSITIVE PAY EXCEPTIONS-ITEM	EA	22	0.00000
72	PAPER DISBURSEMENT RECON SERVICES	POSITIVE PAY EXCEPTIONS-ITEM	EA	3	0.00000
73	PAPER DISBURSEMENT RECON SERVICES	CEO ARPSTMT & RPTS MONTHLY BASE	Monthly Fee	1	0.00000
74	GENERAL ACH SERVICES	CEO ACH HYP ITM DET INQ-PER ITEM	EA	3	0.50000
75	GENERAL ACH SERVICES	ELECTRONIC CREDITS POSTED	EA	146	0.05000
76	GENERAL ACH SERVICES	ACH MONTHLY BASE	Monthly Fee	1	25.00000
77	GENERAL ACH SERVICES	ACH ONE DAY ITEM	EA	736	0.10000
78	GENERAL ACH SERVICES	ACH TWO DAY ITEM	EA	1,270	0.10000
79	GENERAL ACH SERVICES	ACH SAME DAY	EA	1	0.50000
80	GENERAL ACH SERVICES	ACH ORIGINATED-ADDENDA REC	EA	2	0.01000
81	GENERAL ACH SERVICES	ACH RECEIVED ITEM	EA	159	0.05000
82	GENERAL ACH SERVICES	ACH RETURN ITEM-MANUAL	EA	2	5.00000
83	GENERAL ACH SERVICES	ACH RETURN ADMIN-MANUAL	EA	1	5.00000
84	GENERAL ACH SERVICES	ACH PAYMENTS ONLINE BATCH RELEASE	EA	2	1.50000
85	GENERAL ACH SERVICES	ACH TRANSMISSION CHARGE	EA	7	0.00000

86	GENERAL ACH SERVICES	ACH FAX SERVICE	EA	5	1.00000
87	GENERAL ACH SERVICES	ACH EXCEPTION PROCESS-DUPLICATE FILE	EA	1	10.00000
88	GENERAL ACH SERVICES	ACH PAYMENTS ONE DAY ITEM	EA	4	0.10000
89	GENERAL ACH SERVICES	ACH PAYMENTS TWO DAY ITEM	EA	1	0.10000
90	GENERAL ACH SERVICES	ACH PAYMENTS BASE FEE	EA	1	25.00000
91	GENERAL ACH SERVICES	ACH CEO FRAUD FILTER REVIEW MO BASE	EA	1	5.00000
92	GENERAL ACH SERVICES	ACH NOC-FAX ADVICE	EA	1	5.00000
93	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE MTHLY DDA BASE-VOICE	Monthly Fee	1	1.00000
94	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE SECURITY PIN MTHLY BASE	Monthly Fee	1	0.00000
95	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE IN-DOMESTIC	EA	1	5.00000
96	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE MAIL CONFIRMATION	EA	3	3.00000
97	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE TEMPLATE STORAGE MTHLY CASE	Monthly Fee	1	0.10000
98	WIRE & OTHER FUNDS TRANSFER SERVICE	WIRE OUT DOMESTIC-CEO	EA	2	3.00000
99	INFORMATION SERVICES	INFOFAX WIRE MTHLY BASE	Monthly Fee	1	10.00000

100	INFORMATION SERVICES	INFOFAX WIRE ITEM	EA	3	0.50000
101	INFORMATION SERVICES	CEO PREV DAY SUBSCRIPTION MTHLY BASE	Monthly Fee	1	20.00000
102	INFORMATION SERVICES	CEO PREVIOUS DAY ITEM LOADED	EA	874	0.02500
103	INFORMATION SERVICES	CEO EVENT MESSAGING SERVICE-EMAIL	EA	144	0.50000
104	INFORMATION SERVICES	CEO EVENT MESSAGING SERVICE-TEXT	EA	25	0.75000
105	INFORMATION SERVICES	CEO WIRE INQUIRY DETAIL-PER ITEM	EA	1	1.00000
106	INFORMATION SERVICES	ELECTRONIC WINDOW EXTENDED STOR 120	EA	1,193	0.01000
107	INFORMATION SERVICES	CEO E-BOX RPT SUBSCRIPTION MO BASE	Monthly Fee	1	25.00000
108	INFORMATION SERVICES	CEO E-BOX RPT-ITEM	EA	883	0.02500
109	MERCHANT CC STATEMENTS	UT WEB: VS/MC (UT ONLINE-C2G)	Monthly volume	763,797	Monthly total: $1,473.59
110	MERCHANT CC STATEMENTS	RETAIL: VS/MC (ALL OTHER ITEMS)	Monthly volume	235,159	Monthly total: $470.32
111	MERCHANT CC STATEMENTS	GOV SVCS: VS/MC (UT @ COUNTER)	Monthly volume	47,322	Monthly total: $94.64

Total Cost for the first year (including, but not limited to any and all implementation fees, one-time fees, maintenance fees, training fees, banking fees, miscellaneous service fees, etc.):

The yearly totals represent the costs before your earnings credit of 0.75% **$ 79,398.72**

Total Cost for year 2: $79,398.72

Total Cost for year 3: $ 79,398.72

Total Cost for year 4: $ 79,398.72

Total Cost for year 5: $ 79,398.72

Authorized Signature: _____ **Date:** March 12, 2019

Pricing overview

A message from your relationship manager, Jamie Varner:

Thank you for the opportunity to review banking services for the City of Banning (the City). Based on the pricing template and the numbers provided, we wanted to explain how we arrived at some of the volumes to help ensure we accurately represented your services. We took the numbers provided in the bid sheet template and matched those numbers to our pro forma document to detail what it would look like after your ECR is applied.

We also show you what the analysis looks like with pricing offered in this RFP, and a separate page for new services that are optional, but were inquired about by the City. After the review period is over, if you would like me to insert these rates into another analysis statement, I can do that at any time.

Should you choose to stay with Wells Fargo as your service provider, we will lock in these rates for the contract period, while **providing 110% collateralization on all deposits without a cap**.

We want to show you that banking with Wells Fargo is, and always has been, the best choice for the City. You are a highly-valued client, and it is my goal to keep you as such. If there are questions regarding any of these services specifically, I'm happy to discuss them in detail.

While reviewing your banking services, we identified some additional recommendations that could improve the City's financial success. They include:

- **Virtual lockbox** — Since you are using our lockbox services today, we can link a virtual lockbox scanner to the City's site to replace the image cash letter file you are sending today. You can scan all of the same information your lockbox is capturing, and the information goes directly to your lockbox file as if the payment were mailed there. When you receive the lockbox file (with images and instructions from the City), all of that will post to the report you are receiving today.
- **Receivables Manager** — This is an added feature the City isn't using today, and we want to provide you information about it. We can consolidate all of your receivables into one file for presentment to the City. All of your lockbox payments, E-Box payments, ACH payments, and online payments for utility billing can be compiled into one report for easier reconciling.
- **Online decisioning** — This is an added feature that can be applied to your lockbox and E-Box payments. If you have a resident that continually sends payments with incorrect account numbers, addresses, or incomplete customer number, then online decisioning can help. When payments come in, we can match them to the corresponding payment history in your system. If something isn't perfect, we present it to you as an exception, and you tell us where it should go. If that resident continues sending it incorrectly, we can use your previous instructions to post the payment to the correct customer in the system.
- **Payment Manager** — The City currently issues more than 460 checks monthly. We can help automate this by sending the bank one file with all of your payables. This includes your ACH payments, wire transfers, check payments, and possible credit card payments. This would reduce your check printing and postage charges by finding ways to pay electronically.
- **Commercial Card** — We would like to review a commercial card program for the City. This service would replace your current Business Elite card program and is much more robust. The WellsOne® Commercial Card program is a corporate liability program, offering products and services for business purposes only.

  Upon credit approval, we can review a credit line that would issue cards to users with limits, and expense reporting options for out-of-pocket expenses. Per the City's instructions, cards are issued, maintained, and approved through our online banking portal. Some vendors you pay by check today can take a credit card as payment. Revenue share options are available to the City after a $1.5 million annual spend is met. Payments are faster, easier, and less expensive with card options.

We can provide a demonstration and show you the administrative functions, cardholder features, and receipt imaging available.

- **E-Bill Express** — We can take your print file and upload all of your billing to your website with our E-Bill Express service. Residents will pay on your website, review past bills, and we can upload payment information to your software. Residents can choose recurring billing, ACH from their checking account, or pay by credit card. Over time, this would also reduce paper statements, postage costs and printing fees. We would like to have further discussion with the City about these options as well as provide a demo. Please note these fees are eligible to be put through account analysis.
- ***Wells Fargo Payment Gateway*** — The City can utilize one network to consolidate your payment channels across departments with *Wells Fargo Payment Gateway*. These fees are also eligible to be put through analysis. Please see the information provided by Steven Le, our E-Receivables team member, in Section 27 of our response.
- **Investment sweep** — If you would like to review our sweep options, we can set a peg balance that would be used to offset fees by your ECR, and then the rest can be swept to one of our sweep products the next day. We have several sweep options that are tailored to government agencies and municipalities. Please review the sweep section of the RFP for current options in which the City can participate.
- **Investments** — Today, the City mostly keeps investments in LAIF. We hope you will find value in speaking with John Williams about options. For your longer term investments, John handles many municipalities, specializing in options available per Government Code. We provide Wells Fargo Bank, N.A safekeeping for clients who choose to purchase securities from us through Wells Fargo Securities. John's brief bio can be found in Section 2 of the RFP and more information about is offered in Appendix Tab J.
- **Merchant card processing** — The City is currently processing with multiple vendors, and this is an area where we believe the City can discover great value. Steven Le, from our E-Receivables team, reviewed your statements and is offering pricing to include all of your credit card payment channels. There is also the option of consolidating your gateways to the Wells Fargo Payment Gateway, and this feature could also work for lockbox payments, IVR, over the counter, and online. Please review the merchant card section in the RFP for details.

Below is a breakdown of the Pro Forma documents presented. You'll see your current services, and a second document for services you inquired about in the RFP.

- **Analysis summary** — We used the balance of $5 million to match the bid sheet provided by the City. We would like to offer an ECR of 0.75% to offset fees with balances. Based on the volumes provided by the City, the fees for services this month would be $4,574.44. On a $5 million balance, that gives the City an earnings allowance of $3,184.93 leaving a total of $1,389.51 owed to the bank for services. Your balances fluctuate more than this; if you maintained higher balances, you could offset additional fees.
- **Lockbox services** — We reviewed the lockbox figures provided, and if you would like me to compare past billing cycles, I can run other scenarios. This is a bulk of your processing, but allows the City to focus on other tasks in the finance department. We include images, manual keying, and the overall cost to process both your lockbox and E-Box payments.
- **Depository services** — This section covers all of your incoming deposits through your cash vault, returned items, electronic check deposits, and deposited items. Should the City wish to review other services, such as our virtual lockbox, smart safe for cash, or change orders placed through our online banking portal, please let me know. The volumes would be replaced with the new service, not duplicated.
- **Paper disbursement services** — This section covers your services related to paid checks. This includes positive pay, payee validation, and online stop payments. We included pricing for both Wells Fargo CD-ROM, and Image File Import services. You aren't using this service today, but would only need one of them. Both services provide you with copies of your cancelled paid checks. The main difference is the CD-ROM is a physical CD, and Image File Import is a PDF electronic version.

You can also cancel a check in the positive pay file, and that places a permanent stop on that check number — without the charge. It would be presented as an exception on your positive pay file, where it can be returned.

- **Paper disbursement reconciliation services** — This section covers the reporting options for our full account reconciliation program (ARP). You can pull reports as needed, or we can work with your software for transmission options to deliver this information electronically.
- **General ACH services-** —This section covers all of your ACH activity. Some minor suggestions we can make would be to set up ACH notifications electronically, instead of by fax. We can set up ACH payments for payroll, vendor payments, and utility billing.
- **Wires**- We process wires online in dual control based on the limits the City chooses.
- **Information reporting** — This section covers your E-Box items in the report, event messages for users, transaction search, and *CEO* optional reports. Today, the City utilizes previous day reporting. If this works well for you, you can keep the same reporting. If you would like to know intra-day activity, you can add intra-day reporting which provides details on pending items that are posting same day. I included pricing on this, but it is optional.
- **ACH Fraud Filter** — This fraud prevention tool protects the City's accounts from electronic fraud. You provide us with a list of vendors that have authorization to debit the account electronically. If an electronic item is presented that doesn't have preauthorization, we notify the City to make a decision to pay or return that item. You can add that vendor to the approved list with one easy step, or send back to originator.
- **Wells Fargo Electronic Deposit/(WFED)** — The City uses a scanner to deposit checks received. Those images can be pulled in a report, and are available for seven years. Once items are scanned, they are kept in a secure location for 10 business days, and then shredded. There were questions regarding check conversion services in the RFP. Wells Fargo can offer Telecheck Electronic Check Acceptance (ECA) services through merchant card, or set up a virtual lockbox scanner as an alternative. The difference is ECA is a third-party vendor and when you scan the check into the reader, it gives you an approved or declined message. However, if that customer doesn't have problems with NSF checks, ECA charges a percentage on every item entered, whether it is approved or declined. You entered 12 returned items for the month we are quoting and I don't believe this is a substantial amount to install that service. Also, this service would only work for the over the counter items, the checks processed through lockbox could be the ones that are returned, and ECA wouldn't capture the items that might have been mailed in. If you would like to review virtual lockbox, I discussed this service in more detail above.
- **Recoupment monthly** — This section looks a bit different if you include a sweep. We charge recoupment fees on the collected balances maintained in the checking account. As balances fluctuate, this will also fluctuate. If you select a peg balance to offset fees, that is the balance we use to calculate the recoupment. The remaining balance that is swept is not subject to recoupment fees.

The second document includes the following added features:

- **Intra-day reporting** — Real time access to pending transactions.
- **IFI maintenance report** — This is a PDF version of all of the City's cancelled checks. We also offer a CD-ROM, but CDs add to storage in a file cabinet, and are seldom reviewed. This is a tab within our online banking portal where check images are stored electronically.
- **E-Bill Express** — Online e-bill presentment
- ***Wells Fargo Payment Gateway*** — The gateway option that can be added to multiple payment channels

I want to help the City remain with Wells Fargo and avoid the task of changing banks. I have a lot of great ideas for the City of Banning, and, if chosen, would like to get started as soon as the City is ready. We are **offering a $5,000 retention credit** to stay with Wells Fargo which can be applied to any Wells Fargo-related costs during the first 12 months of an executed contract.

Please review the attached, and reach out to me with any questions.

Wells Fargo Treasury Management Pro Forma

Prepared For
City of Banning

ANALYSIS SUMMARY

Average Positive Collected Balance	$	5,000,000.00
Reserve Requirement @ 0.00%	$	0.00
Investable Balance Available for Services	$	5,000,000.00
Monthly Analyzed Charges	$	4,429.96
Earnings Allowance @ 0.75%	$	3,184.93
Net Monthly Analyzed Charges	$	1,245.03
*Monthly Fee Based Charges	$	0.00
Total Monthly Analyzed Charges	$	1,245.03
*Charges not offset by balances		
Investable balance required to offset $1.00 of analyzed charges	$	1,600.00
Balance required to offset current month analyzed charges.	$	7,087,941.36

Note: Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	5,000	637.50
		BALANCE & COMPENSATION INFORMATION Subtotal			**637.50**
22051	010000	ACCT MAINTENANCE	10.00000	1	10.00
CK021	010100	DEBITS POSTED	0.05000	42	2.10
		GENERAL ACCOUNT SERVICES Subtotal			**12.10**
34222	05031Z	LOCKBOX CEO SUBSCRIPTION PER ITEM	0.05000	14	0.70
48200	050020	WTLBX MONTHLY BASE	75.00000	1	75.00
48205	050401	WTLBX TRANSMISSION MONTHLY BASE	100.00000	1	100.00
48210	050100	WTLBX CHECKS	0.00000	2,495	0.00
48220	050122	WTLBX TOTAL PAYMENTS PROCESSED	0.25000	2,658	664.50
48307	059999	WTLBX STD ITEM PROCESSED NON SCAN	0.35000	355	124.25
48221	050122	WTLBX MULTI PAYMENT	0.10000	215	21.50
48222	050002	WLTLBX PARTIAL PAYMENT	0.01000	255	2.55
48336	059999	WTLBX REMIT PROCESSED CASH	5.00000	1	5.00
48241	059999	WTLBX REMIT PROCESSED EXPR MAIL	2.50000	1	2.50
48236	050127	WTLBX MICR DATA CAPTURE	0.02500	2,512	62.80
48317	059999	WTLBX MICR CAPTURE NON-SCANNABLE	0.02500	355	8.88

48244	050530	WTLBX CORRESPONDENCE / REJECTS	0.25000	6	1.50
48234	050101	WTLBX IMAGING - SCANNABLE	0.05000	7,817	390.85
48326	059999	WTLBX IMAGING NON-SCANNABLE	0.05000	475	23.75
48249	050424	WTLBX 7 YEAR B/W IMAGE ARCHIVE	0.01000	8,292	82.92
48318	059999	WTLBX VALUE ADDED KEYING - NON SCAN	0.00750	12,549	94.12
48340	050410	WTLBX FIRST CLASS POSTAGE PKG	2.25000	1	2.25
48230	050301	WTLBX DAILY DEPOSIT CUT	1.00000	21	21.00
48501	050401	WTBX TRANSMISSION ITEM	0.01000	3,013	30.13
34220	05031Z	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	15.00000	1	15.00
ED515	059999	E-BOX PAYMENT RETURN	0.35000	1	0.35
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
		LOCKBOX SERVICES Subtotal			**1,829.54**

08174	100100	CASH VAULT DEPOSIT CASH AND CHECK	1.00000	21	21.00
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	1.00000	97	97.00
CK197	100040	CASH ORDER FEE IN A WF BRANCH	5.25000	1	5.25
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	0.15000	35	5.25
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00130	244	0.32
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	0.05000	14	0.70
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	1	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	3.50000	12	42.00
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	0.25000	12	3.00
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	10.00000	1	10.00
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	10.00000	1	10.00
34237	100416	CEO RETN ITEM SUBSCRIPTION PER ITEM	0.05000	2	0.10
08504	100520	CASH VAULT ADJ ADVICE - US MAIL	0.00000	1	0.00
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG	5.00000	17	85.00
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00121	374,065	452.62
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT	5.00000	1	5.00
08132	100100	CASH VAULT MONTHLY BASE	5.00000	1	5.00
08025	100015	MISCELLANEOUS CREDITS POSTED	1.00000	89	89.00
08008	100110	VAULT DEPOSITED COIN - ROLLED	0.06000	3	0.18
001	100220	DEPOSITED CHECKS - ON US	0.10000	5	0.50
002	100225	DEPOSITED CHECK	0.10000	55	5.50
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	0.05500	393	21.62
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM	0.06500	1,451	94.32
321	100220	DEPOSITED CHECKS LBX - ON US	0.10000	586	58.60
322	100225	RETAIL LOCKBOX - DEPOSITED CHECK	0.10000	2,281	228.10
		DEPOSITORY SERVICES Subtotal			**1,240.05**

DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.01000	468	4.68
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	0.00000	1	0.00
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	0.05000	17	0.85
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.05000	1	0.05
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.05000	1	0.05
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	0.50000	1	0.50
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	0.00000	1	0.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	0.00000	25	0.00
12907	150030	POSITIVE PAY MONTHLY BASE	0.00000	1	0.00
12670	150410	STOP PAYMENT - ONLINE	5.00000	1	5.00
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	15.00000	1	15.00
22202	150100	DDA CHECKS PAID	0.10000	468	46.80
22015	151353	WELLSIMAGE PAID CHECK PER CD	50.00000	1	50.00
12675	150499	STOP PAYMENT - PAPER CONFIRMATION	5.00000	0	0.00

		PAPER DISBURSEMENT SERVICES Subtotal			**122.93**
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00600	1,245	7.47
12377	200201	ARP FULL RECON-ITEM	0.05000	470	23.50
12060	200010	ARP MONTHLY BASE - FULL	20.00000	1	20.00
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	0.00000	1	0.00
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**50.97**
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	146	7.30
ES280	250000	ACH MONTHLY BASE	25.00000	1	25.00
ES211	250102	ACH ONE DAY ITEM	0.10000	736	73.60
ES210	250102	ACH TWO DAY ITEM	0.10000	1,270	127.00
ES216	250102	ACH SAME DAY	0.50000	1	0.50
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.01000	2	0.02
ES344	250202	ACH RECEIVED ITEM	0.05000	159	7.95
06504	250302	ACH RETURN ADMIN -MANUAL	5.00000	1	5.00
06503	250302	ACH RETURN ITEM-MANUAL	5.00000	2	10.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	1.50000	2	3.00
ES801	250501	ACH TRANSMISSION CHARGE	0.00000	7	0.00
ES237	250710	ACH FAX SERVICE	1.00000	5	5.00
ES346	250622	ACH EXCEPTION PROCESS-DUPLICAT FILE	10.00000	1	10.00
34377	250000	ACH PAYMENTS BASE FEE	25.00000	1	25.00
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM	0.10000	4	0.40
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM	0.10000	1	0.10
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	5.00000	1	5.00
ES480	251070	ACH NOC - FAX ADVICE	5.00000	1	5.00
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	0.50000	3	1.50
		GENERAL ACH SERVICES Subtotal			**311.37**
ES073	359999	WIRE MONTHLY DDA BASE - VOICE	1.00000	1	1.00
ES167	359999	WIRE SECURITY PIN MONTHLY BASE	0.00000	1	0.00
ES030	350300	WIRE IN - DOMESTIC	5.00000	1	5.00
ES072	350412	WIRE MAIL CONFIRMATION	3.00000	3	9.00
ES075	350551	WIRE TEMPLATE STORAGE MONTHLY BASE	0.10000	1	0.10
ES139	350100	WIRE OUT DOMESTIC - CEO	3.00000	2	6.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**21.10**
34602	400274	CEO E-BOX RPT - ITEM	0.02500	883	22.08
34601	400054	CEO E-BOX RPT SUBSCRIPTION MO BASE	25.00000	1	25.00
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL	0.50000	144	72.00
34128	40022Z	CEO EVENT MESSAGING SERVICE - TEXT	0.75000	25	18.75
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED	0.02500	874	21.85
34100	400052	CEO PREV DAY REPORTING MAINTENANCE	20.00000	1	20.00
27707	400340	CEO SEARCH	0.05000	6	0.30
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM	1.00000	1	1.00
34253	400800	INFO REPORTING HISTORY STORAGE 120	0.01000	1,193	11.93
27584	400241	INFOFAX WIRE ITEM	0.50000	3	1.50
27583	400021	INFOFAX WIRE MONTHLY BASE	10.00000	1	10.00
		INFORMATION SERVICES Subtotal			**204.41**

ANNUAL CHARGES

48258	050002	WTLBX PO BOX RENTAL/ANNUAL	150.00000	1	150.00
		LOCKBOX SERVICES Subtotal			**150.00**

Total Analyzed Charges	**1,245.03**
***Total Fee Based Charges**	**0.00**
Total Service Charges	**1,245.03**

Zero Volume Elements - Elements with zero volume are not included in the estimated monthly analysis fee but are included for disclosure purposes.
12675

A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

Alerts Users are only charged for the first 80 events per month. There is no per company cap for billing.

This proposal was created for you based on your requirements and the services you expressed interest in. This document confirms the deposit and treasury management services and the prices that we plan to provide you based on certain assumptions including, projected volumes and other relevant information that you provided and the deposit and treasury management services you selected.

The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Please let us know if you believe this document does not accurately represent the prices or services you agreed to. For additional service definitions, please contact your Treasury Management Sales Consultant or visit: **www.wellsfargo.com/accountanalysis**

This document is a confidential pricing agreement between Wells Fargo Bank and the Customer. Neither party has the right to share this information with any entity or entities outside of their organization, without the permission of the other party.

Wells Fargo Treasury Management Proposal

Enhanced/Recommended Services

WF Code	AFP Code	Service Description	Price	Monthly Volume	Activity Charges
		MERCHANT CARD SERVICES			
41910	070223	PMT GATEWAY MONTHLY BASIC	20.00000	3	60.00
41963	070223	PMT GATEWY CREDIT CARD TRANS A	0.08000	3,650	292.00
41964	070223	PMT GATEWY ELECTRONIC CHK TRANS A	0.20000	1	0.20
41973	070223	PMT GATEWY SUBSCRIPTION TRANS A	0.01000	1	0.01
		Subtotal			**352.21**
		PAPER DISBURSEMENT SERVICES			
64104	151350	IFI MAINTENANCE PER PRODUCT	100.00000	1	100.00
64101	151354	IFI PAID CHECKS - IMAGE	0.01000	468	4.68
		Subtotal			**104.68**
		GENERAL ACH SERVICES			
ES283	250000	ACH VENDOR MONTHLY BASE	75.00000	1	75.00
ES211	250102	ACH ONE DAY ITEM	0.10000	1	0.10
ES801	250501	ACH TRANSMISSION CHARGE	0.00000	1	0.00
		Subtotal			**75.10**
		ELEC BILL & INVOICE PRESENTMENT SVC			
28355	310001	E-BILL EXPRESS MTHLY 5K-50K BILLS	450.00000	1	450.00
28364	310502	E-BILL EXPRESS-AR FILE VIA SAFE	175.00000	1	175.00
28365	310113	E-BILL EXPRESS-BILL FILE VIA SAFE	15.00000	1	15.00
28377	310200	EBILLEXPRESS-PER BILL RECORD LOADED	0.07000	5,000	350.00
		Subtotal			**990.00**
		INTERNET PAYMENT INIT PORTAL SVCS			
28360	320110	E-BILL EXPRESS-ACH PAYMENT	0.50000	1	0.50
28361	320100	E-BILL EXPRESS-CREDIT CARD PAYMENT	0.50000	1,935	967.50
		Subtotal			**968.00**
		INFORMATION SERVICES			
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.02500	874	21.85
34120	400055	CEO INTRADAY REPORTING MAINTENANCE	20.00000	1	20.00
		Subtotal			**41.85**
Total Monthly Activity Charges					**2,531.84**
		Setup Charges			
64100	151357	IFI SETUP PER PRODUCT	0.00000	1	0.00
28351	310601	E-BILL EXPRESS SETUP 5K-50K BILLS	1,700.00000	1	1,700.00
		Total Setup Charges			**1,700.00**

This proposal was created for you based on your requirements and the services you expressed interest in. This document confirms the deposit and treasury management services and the prices that we plan to provide you based on certain assumptions including, projected volumes and other relevant information that you provided and the deposit and treasury management services you selected.

The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Please let us know if you believe this document does not accurately represent the prices or services you agreed to. For additional service definitions, please contact your Treasury Management Sales Consultant or visit: **www.wellsfargo.com/accountanalysis**

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without the permission of the other party.

Wells Fargo Merchant Services

City of Banning
4/11/2019

Schedule of Fees

Assumptions		
Annual Visa/MC Sales Volume	$ 13,228,632.00	
Weighted Average Sale Amount	$ 302.00	
Locations	3	
Credit Card Processing	Cost	Frequency/Metric
Visa/Mastercard & Discover	Interchange Pass-Through*	
Wells Fargo Processing	0.20%	Sale Amount
Non BankCard Processing		
American Express Authorization	$ 0.15	Per Authorization
Account Fees		
Set-up Fee	Waived	
Monthly Statement Fee	Waived	
Monthly Minimum Fee	Waived	
Chargeback Fee	$ 10.00	Per Occurrence
Voice Authorization Fee	$ 0.75	Per Occurrence
Voice Address Verification Fee	$ 2.00	Per Occurrence
Electronic Address Verification Fee	$ 0.01	Per Occurrence
Reporting		
Clientline	Waived	Per Month
PCI Compliance		
Annual Program Fee	waived	
Monthly Non-Compliance	$ 25.00	If Applicable
Wells Fargo Payment Gateway		
Wells Fargo Payment Gateway fees would only be applicable if the City can value from implementing this technology.		
Set-up Fee	$ 150.00	Per Gateway ID
Monthly Service Fee	$ 20.00	Per Gateway ID
Gateway Credit Card Transaction Fee	$ 0.09	Per Transaction
Subscription Services/ if applicable	$ 0.05	Per Occurrence
Gateway eCheck(ACH) Transaction Fee	$ 0.20	Per Transaction
Account Updater Fee	$ 0.01	Per Record

All Terminal, Clover and Mobile pricing would only be applicable if the City can value from implementing the technologies.			
Terminal Pricing			
FD-130 DUO	$	399.00	Per Unit
FD-35 PIN Pad / EMV reader	$	199.00	Per Unit
FD-200 TI / all-in Card and Echeck	$	699.00	Per Unit
Clover Pricing			
Clover Station	$	1,079.00	Per Unit
Clover Mini WIFI	$	699.00	Per Unit
Clover Flex	$	679.00	Per Unit
Clover Mobile / 3G & WIFI **	$	749.00	Per Unit
Clover Go	$	99.00	Per Unit
Mobile			
***One time wireless set-up fee*	$	25.00	One Time
***monthly wireless fee*	$	15.00	Monthly
*https://www.wellsfargo.com/biz/interchangeplus			

Wells Fargo Merchant Services

Processing Proposal For:

City of Banning

March 07, 2019

Presented by Steven Le

WFMS Business Sales Consultant

Phone: (713) 273-8542

Email: steven.le@wellsfargo.com

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Wells Fargo Merchant Services, L.L.C. (" WFMS ") - Pricing Terms for City of Banning

Proposal Date : 03/07/2019
Sales Consultant: Steven Le

Form# 046

Credit Card Volume	$13,228,632	Communications Method	FRAME/INTERNET
Average Transaction Size	$302	Internet Gateway	WFPG
Number of Locations	3	Pricing Option	Interchange + Rate
Anticipated Interchange (11) Levels	Utility	024 048/053/324/973	
MCC Code	4900	MCC Code Description	UTILITIES-ELECTRIC,GAS,WATER
American Express® Industry Type	Services & Professional Services		
Discover® Network Card Program	Yes		

Credit Card Processing Fees (1)

Interchange Plus the following fees :

0.2000% On Gross Visa®, MasterCard®, Discover® Network Card and American Express® Sales

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

NOT APPLICABLE

One Time Total Fees	$0.00
Monthly Total Fees	$0.00
Annual Total Fees	$0.00
Early Termination Fee	See Below for explanation of the early termination fee
Other Fees based on your account activity	See Other Fees based on your account activity table below

The above table is for your convenience only and is not intended to set forth all fees that may be associated with your merchant account. Regardless of your transaction volume you will be responsible for the One Time Total Fees, Monthly Total Fees, Annual Total Fees, Other Fees based on your account activity (as set forth in the table above) and Processing Solution Fees. The fees associated with the table above are defined below.

Early Termination Fee:
If the Client's total Sales Volume for the preceding 12 months* is less than One Million Dollars ($1,000,000) there is no Early Termination Fee.
If the Client's total Sales Volume for the preceding 12 months* is greater than or equal to One Million Dollars ($1,000,000) and the termination occurs during the initial term or any renewal term, then the Early Termination fee is Five Hundred Dollars ($500.00) per location plus six (6) times the highest amount of Revenue in any single calendar month during the initial term or any renewal term.
*If you have been processing with us for less than 12 months, the early termination fee shall be calculated based on "Annualized Sales Volume" in lieu of "Sales Volume".

Please review this entire pricing summary, along with the Additional Services page, for a comprehensive list of your fees.

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Applicable Fee Schedules:

Payment Networks Qualification Matrix https://www.wellsfargo.com/biz/interchangeplus

Payment Networks Pass-Through Fees https://wellsfargo.com/biz/merchantpassthroughfees

Wells Fargo Fixed Acquirer Network Fee for Visa® Accepting Merchants https://wellsfargo.com/visanetworkfee

Dues, assessments and pass-through fees are disclosed in the schedules referenced above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, please refer to the URLs above for more information. Additional schedules apply if your Pricing Option is Fixed (Non-Qual Fees). If you do not have internet access, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees on 04/13/2019. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

One Time Fees			
Set-Up Fees		$0.00	per location
Equipment Installation Fee		$0.00	
Terminal Reprogramming Fee (Terminal)	# of Terminals: 0	$0.00	per terminal
Integrated Terminal Swap Fee for PIN Injection	# of Terminals: 0	$0.00	per terminal
Swap Fee for PIN Injection	# of PIN Pads: 0	$0.00	per PIN Pad
Card Imprinter Option	# of imprinters: 0	$0.00	per imprinter
Rush Shipping Option		$0.00	
One Time Total Fees		**$0.00**	

Monthly Fees		
Monthly Service Fee	$0.00	per location
Statement Billing Fee (Paper Statement) (7)	$0.00	
PCI Compliance Service Program Fee (8)	$0.00	per location
Clover™ Services Fee (14)	N/A	per device ID
Monthly Total Fees	**$0.00**	

Annual Fees		
Annual Fee	$0.00	per location
Annual Compliance Support Fee (5)	$0.00	per location
Annual Total Fees	**$0.00**	

Other Fees based on your account activity		
Authorization/EDC Fee – Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) (3)	$0.000	per attempt
Authorization/EDC Fee – American Express (Credit and Prepaid) (3)	N/A	per attempt
American Express EDC and Discover EDC Authorization (6)	$0.120	per attempt
American Express EDC and Discover EDC Capture Fee	$0.030	per attempt
Electronic Address Verification Service Fee	$0.010	per attempt

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Voice Authorization Fee	$0.75	per attempt
Voice (Manual) Address Verification Fee	$2.000	per attempt
Monthly Minimum Processing Fee(9)	$0.00	per month
Chargeback Fee (2)	$10.00	per chargeback
Foreign Handling Fee (on non-US issued Visa/MasterCard transactions/sales)	0.00%	per transaction amount
Interchange Clearing Fee (12) Applies to Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) and American Express (Credit and Prepaid)	0.00%	per transaction amount
Non-validation PCI Compliance Fee (8)	$25.00	per location, per month
ACH Reject Fee	$10.00	per reject
Other Fees based on your account activity Total Fees	**Based on account activity**	

Processing Solutions			
Type	**Quantity**	**Financing Method**	**Total w/o TAX**
WFPG	1	CUSTOMER OWNED	$0.00

(1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.

(2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that client will not be subject to a chargeback or debit.

(3) Authorization/EDC Fee applies to all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.

(5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.

(6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.

(7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement online instead of receiving a paper copy by mail. After Business Track access has been activated, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If Business Track access is terminated by Client or as a result of inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. Enroll anytime at businesstrack.com.

(8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 4 Clients who utilize a gateway or value added reseller (VAR). The program includes access to TrustKeeper, a Trustwave PCI Compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting https://pci.trustwave.com/wellsfargo. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

(9) If the total discount fee billed to the Client for Visa, MasterCard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.

Initial Below

Principal Name 1	Principal Name 2	Principal Name 3	Principal Name 4
_____	_____	_____	_____

(11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.

(12) The Interchange Clearing Fee (ICF) will be charged on transactions that may be considered higher risk and/or are processed at a higher expense level. These types of transactions can be identified on Client's Payment Networks Qualification Matrix by looking at the "ICF applies" column. If the interchange program level has been identified by a "YES" in this column, then the ICF will apply to that type of transaction.

(14) If Client purchases or leases the Clover Flex, Clover Mobile and/or the Clover Mini device(s) and does not have a Clover Station on the same merchant account number, then the Clover Services Fee does not apply and will not be charged. If Client purchases or leases the Clover Flex, Clover Mobile and/or the Clover Mini device(s) with the Clover Station(s) or already has the Clover Station(s) on the same merchant account number, then the Clover Services Fee will apply only to the Clover Station(s).

If Client does not follow proper authorization procedures, a $50 chargeback handling fee will be assessed on MasterCard transactions.

American Express may charge Client an excessive disputes fee in the amount of $5 for each Disputed Charge if Client is in American Express' Immediate Chargeback Program or $15 for each Disputed Charge if Client is not in the Immediate Chargeback Program.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

IRS Legal Filing Name _____

Wells Fargo Merchant Services

Point-of-Sale Equipment

			Lease 36 months	Purchase	Accept chip, contactless, and mobile payments	Accept checks	Wired	Portable	Print receipts	Email or text receipts
	Clover® Go	Portable card reader for smartphones and tablets (Bluetooth connection)		$99	✓			✓		✓
	Clover® Flex	Portable, hand-held payment processing device with app store and built-in receipt printer for accepting payments on the go.	$40.96*	$679	✓			✓	✓	✓
	Clover® Mini	Compact countertop payment processing system with app store and built-in receipt printer for businesses with limited counter space.	$42.96*	$749	✓	✓	✓		✓	✓
	Clover® Station	Full-size, countertop payment processing system with app store.	$59.96*	$1,079	✓	✓	✓		✓	✓

Clover peripherals

	Lease 36 months	Purchase
Clover Cash Drawer	$6.96*	$119
Kitchen Receipt Printer	$18.96*	$299
Kitchen Printer – Asian Characters	$19.96*	$319
Clover Weight Scale	$19.96*	$319

	Lease 36 months	Purchase
Clover 2D Barcode Scanner	$8.96*	$169
Motorola 1D/2D imager	$12.96*	$229
Clover Station Basic printer	$12.96	$209
Clover Station Contactless printer	$17.96	$279

See back for details.

			Lease 48 months	Lease 36 months	Rent	Purchase	Accept chip, contactless, and mobile payments	Accept checks	Wired	Portable	Print receipts	Dial connectivity option
	FD130	Compact, payment processing device with built-in receipt printer.	$29*	$34.96*	$39.99*	$399	✓	✓ with MagTek reader	✓		✓	✓
	FD35 PIN Pad	Compact, payment processing device with built-in receipt printer.	$12*	$14.96*	$19.99*	$199	✓		✓			
	FD200Ti WiFi	Payment processing device with touch screen capability and integrated check reader.	$35*	$41.96*	$45.99*	$699	✓ with FD35	✓	✓		✓	✓
	FD410	Compact, wireless payment processing device with built-in receipt printer.			$45.99*	$699	✓			✓	✓	

Other hardware

	Lease 48 months	Lease 36 months	Purchase
MagTek Mini Micr 3800 Check reader	$13*	$16.96*	$299
MagTek USB 0102			$109
MagTek USB 0109			$109

	Lease 48 months	Lease 36 months	Purchase
Posiflex PP8000S printer	$11*	$13.96*	$379
Anywhere Commerce Walker C2X			$109

Lease, purchase or rent? Decide what's right for your business.

Lease Option

- Low monthly payments (3 or 4 year lease) with no upfront cost
- Upgrade at any time
- Warranty for lease term

Purchase Option

- Own equipment
- Low purchase price, no monthly payments
- 1 year warranty

Rent Option

- Low monthly payments (month to month) with no upfront cost
- Return equipment at any time, ideal for short-term use
- Includes warranty for rental term

*Cost per month.

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Price and product availability is subject to change.

Wells Fargo in your community

Our people in Banning, CA:

- 11 team members live here
- 13 team members work here

Our locations:

- 1 banking locations, including 1 in LMI* communities
- 2 ATMs, 2 in LMI communities

Our community:

- Wells Fargo team members participated in 5 community development service activities totaling 8 hours[2,3]







Charitable contributions in Banning, CA[1]

Foundation giving	Total grants	$ amount
Environment	1	1,000

Corporate giving	Count	$ amount
Company matching gifts	2	620

Team member giving	Participants	$ amount
Team member giving	1	26

950

[1]Community Impact and CRA reflect Full Year 2017 data
[2]Some community development activity cannot be tracked at the city level
[3]Community development activity is subject to change as updates are received
*LMI = low to moderate income

Wells Fargo in your community

Home mortgage lending in your community[4]

	Total loans	$ amount
Home purchases	23	4,945,000
LMI borrower	10	2,032,000
Home improvement	11	1,034,000
Home equity	40	1,328,942
Home refinance	24	3,990,000
LMI borrower	7	990,000



Community lending:

- 58 mortgage loans extending $10.0 million in credit[5,6]
  - Of that, 26 were in LMI communities, providing $4.1 million in credit and 21 mortgage loans were made to LMI borrowers, providing $3.2 million in credit
- 29 small business loans extending $927,170 in credit[6]
  - Of that, 9 were in LMI communities, providing $248,000 in credit

Wells Fargo continues to be among the highest credit rated U.S. banks

Credit ratings

Bank	Moody's	S&P	Fitch
Wells Fargo Bank, NA	**Aa1 (cr)**	**A+**	**AA-**
JP Morgan Chase Bank	Aa1 (cr)	A+	AA
Bank of America	Aa3 (cr)	A+	AA-
US Bank	Aa2 (cr)	AA-	AA-
Citibank	Aa3 (cr)	A+	A+

(cr) – Reflects Moody's Counterparty Risk Assessment
Source: Bloomberg as of March 1, 2019

FDIC deposit market share in Banning, CA

Deposit share	Rank #	Total deposits ($000)
21.72%	#3	$43,364

Source: FDIC Deposit Market Share Report as of June 30, 2018

951

[4]Community Impact and CRA reflect Full Year 2017 data
[5]Mortgage includes home purchase, home improvement, home refinance, and multifamily originated and purchased loans
[6]Totals include low, moderate, middle, upper and unclassified income levels. All totals in $(000)

About the Community Reinvestment Act (CRA)

Established by Congress in 1977, the Community Reinvestment Act (CRA) encourages banks to meet the credit needs of all segments of the communities where they have a retail presence, including low- and moderate-income (LMI) communities and individuals. Every three to four years the Office of the Comptroller of the Currency (OCC) conducts a CRA exam, rating banks on each of the three exam components — lending, investment and service. The OCC assigns an enterprise-wide rating for each of these three tests and then assigns an enterprise-wide overall bank rating. In addition, each state and multi-state Metropolitan Statistical Area (MSA) where the bank has a retail presence also receives a rating for each of the three tests as well as an overall state or MSA rating.

The 2012 CRA exam covers activities from 2009-2012.

2012 CRA Exam Results – California

Overall	Lending	Investment	Service
Outstanding	Outstanding	Outstanding	High Satisfactory

CRA Exam Performance – California

California Results: Lending Test – Outstanding (50% of Overall rating)

The Lending Test assesses the Bank's performance in mortgage, small business/small farm and community development (CD) lending (affordable housing, financing small businesses, revitalizing or stabilizing LMI communities and providing community services to LMI individuals)

- Lending levels reflect excellent responsiveness to the credit needs of its full-scope California Assessment Areas (AAs).
- The geographic distribution of Wells Fargo's loans reflects good penetration throughout its full-scope California AAs.
    - Wells Fargo ranked first in the number of mortgage loans to LMI communities in California and originated/purchased 118,576 loans for $28.6 billion.
    - Wells Fargo ranked first in the dollar volume of loans to small businesses in LMI communities in California and originated/purchased 198,041 loans for $8.3 billion.
- The distribution of Wells Fargo's borrowers reflects good penetration among retail customers of different income levels and business customers of different size within its full-scope California AAs.
    - Wells Fargo ranked first in the number of mortgage loans to LMI borrowers in California and originated/purchased 148,271 loans for $26.2 billion.
    - Wells Fargo ranked first in the dollar volume of loans to small business with Gross Annual Revenues <$1 million in California and originated/purchased 649,864 loans for $15.9 billion.
- CD lending has a significantly positive impact on Lending Test performance.

- Wells Fargo originated $3.0 billion in community development loans that resulted in 13,855 units of affordable housing.
- In March 2011, Wells Fargo provided a $15.9 million loan for the purpose of providing construction financing to acquire and rehabilitate a historic building located in a low-income area of San Francisco, California. This limited partnership is a joint effort between two organizations that share the vision of renovating this historic structure and providing housing and services for veterans who are homeless or are at-risk of becoming homeless; with this project consisting of 76 affordable apartments with rents restricted up to 50 percent median family income. One of the organizations is focused on low- and moderate-income geographies and has a mission to build community and enhance the quality of life for San Francisco residents. The other organization's mission is to heal the wounds, to restore dignity, hope, and self-sufficiency to all veterans in need, and to significantly reduce homelessness and poverty among veterans.

California Results: Investment Test – Outstanding (25% of Overall rating)

The Investment Test assesses the Bank's performance in its investments/grants focused on affordable housing, financing small businesses, revitalizing or stabilizing LMI communities and providing community services to LMI individuals

- Wells Fargo has an excellent level of qualified CD investment and grants, often in a leadership position within Wells Fargo's full-scope California AAs.
  - Wells Fargo made $1.3 billion in community development investments and grants that resulted in 12,556 units of affordable housing.
  - In October 2009, Wells Fargo invested $400,000 through an EQ2 in a non-profit affordable housing developer. Wells Fargo's investment is used for predevelopment and land acquisition related to affordable housing construction projects throughout Los Angeles County.

California Results: Service Test – High Satisfactory (25% of Overall rating)

The Service Test assesses the Bank's performance in its retail branch network and team member outreach efforts in providing financial services to LMI segments, e.g. financial education, board membership on CRA-focused organizations

- Wells Fargo's delivery systems are readily accessible to all portions of the full-scope California AAs.
  - Wells Fargo had 1,037 retail bank branches. Of those, 280 are located LMI communities (27%). An additional 125 branches directly border LMI communities, bringing the total branches that serve these communities to 405 (39%).
  - Wells Fargo team members volunteered 16,060 hours representing 3,087 CD service activities that benefited its communities.

CRA Performance since the 2009-2012 exam period – California

California: Lending (Will account for 50% of Overall rating)

- Wells Fargo ranked first in the number of mortgage loans to LMI communities in California and originated/purchased 142,248 loans for $37.0 billion.
- Wells Fargo ranked first in the dollar volume of loans to small businesses in LMI communities in California and originated/purchased 123,212 loans for $6.3 billion.
- Wells Fargo ranked first in the number of mortgage loans to LMI borrowers in California and originated/purchased 128,288 loans for $23 billion.
- Wells Fargo ranked first in the dollar volume of loans to small business with Gross Annual Revenues <$1 million in California and originated/purchased 395,341 loans for $11.4 billion.
- Wells Fargo originated $5 billion in community development loans that resulted in 18,660 units of affordable housing.
    - In January 2015 Wells Fargo provided over $50 million in loans and investments for the construction of Hunters View apartments, a 107-unit Low-Income Housing Tax Credit affordable housing development located in the Bayview district of San Francisco. Bayview, a neighborhood in southeast San Francisco has suffered from poverty and a lack of investment for decades. Hunters View is an innovative new development as the first phase of this multiphase development in the City of San Francisco's HOPE SF public housing transformation program. This program was created to revitalize the City's most dilapidated public housing sites and transform them into thriving communities. This development was a complex undertaking with multiple layers of financing, including participation from other institutions, federal and local funding and is strongly supported by the City of San Francisco.

California: Investment (Will account for 25% of Overall rating)

- Wells Fargo made $2.1 billion in community development investments and grants that resulted in 9,560 units of affordable housing.
    - In January 2016 Wells Fargo provided a $7.8 million NMTC-Debt for a nonprofit developer. This project is located in a moderate-income census tract in Inglewood, California and includes the relocation and the renovation of three programs. The new location will serve approximately 196 clients directly and 109 clients indirectly and will create/retain approximately 33 full time jobs.

California: Service (Will account for 25% of Overall rating)

- Wells Fargo had 1,052 retail bank branches. Of those, 280 are located LMI communities (27%). An additional 120 branches directly border LMI communities, bringing the total branches that serve these communities to 400 (38%).
- Wells Fargo team members volunteered 16,047 hours representing 4,305 CD service activities that benefited its communities.

WELLS FARGO

Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in the store, cash vault, or any other department or office, receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks[1]	Same day
U.S. government checks	One day
Select financial institution checks[2]	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.

[1] Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

[2] Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.

Wells Fargo will not process single deposits of $100 million or more. Such deposits will be returned to the customer unprocessed.

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TM-2177 PDS-1047506 (03/18)

Together we'll go far



WELLS FARGO

Commercial / Commercial Checking / National Bank customers

Desktop Deposit® service availability schedule

All Wells Fargo electronic deposits to a commercial or national bank account received before the published cutoff time of 9 p.m. Central Time receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.

This schedule is subject to change without notice.

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TM-1922 - PDS-1047713 03/18

Together we'll go far



WELLS FARGO

Business Continuity Planning

Overview for

Wells Fargo Clients and Business Partners

Wells Fargo Business Continuity Planning January 2018

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Together we'll go far



Wells Fargo is committed to service excellence. A strong and viable business continuity planning program is a key component of Wells Fargo's commitment to service and is part of our normal, ongoing business practice.

Business continuity entails proactively developing procedures that enable an organization to respond to events impacting business operations in a manner that allows critical functions to continue without customer impact.

The material presented below provides an overview of the approach endorsed by Wells Fargo's management and adopted throughout the enterprise.

Business Continuity Methodology

The objective of business continuity planning at Wells Fargo is to provide continuous service, and to meet business and legal obligations to customers. Business continuity plans are created and maintained for business and technology areas within each line of business. These plans are designed to safeguard and protect team members, customers, cash flow and long-term market share in the event of an unplanned interruption to lines of business. Standard elements of the Wells Fargo business continuity program include:

- Procedures for communication with customers, suppliers, and essential staff
- Prioritization of business functions and technology
- Identification of potential risks and controls for mitigation
- Identification of alternate strategies and recovery procedures
- Training staff on implementation of recovery procedures
- Recovery of technology and data
- Identification of internal and external dependencies
- Annual plan review, maintenance and testing

Wells Fargo understands that it has a responsibility to prepare for any type of disruption, and is committed to meeting the needs of our customers, while being supportive of our employees. As interruptions may vary in nature and scope, Wells Fargo plans for the following high-level scenarios:

- Loss of Technology (e.g., data center impacts, telecommunications failures, cyber response, etc.)
- Loss of Facility (e.g., building fire, flooding, etc.)
- Loss/Reduction of Human Capital (e.g., pandemic, transit strikes, etc.)



In order to maintain readiness of business continuity plans, Wells Fargo has established the following requirements for both business and technology:

- Business continuity plan units identify inherent risks, taking into account the probability and impact of those risks, and document the associated risk-mitigation controls within the plan.
- Each group is required to store a copy of their plan off-site. Additionally, all plans across the organization are stored in a centralized electronic repository managed by the Enterprise Business Continuity Planning Group.
- Each group is required to perform exercise and maintenance tasks throughout the year.
- Business continuity plans containing critical functions are validated via simulations at least annually. Plans containing critical functions may also be reviewed during regularly-scheduled internal and external audits.
- Wells Fargo ensures key third party providers align with and support Wells Fargo business continuity recovery requirements.
- An independent review of business continuity plans containing critical functions is conducted annually by the Enterprise Business Continuity Planning Group. This review examines plan content to ensure compliance with current requirements established by the Enterprise Business Continuity Planning Group.

Technology Planning Methodology

Wells Fargo provides for internal recovery of its major data centers. It is Wells Fargo's strategy to place production within primary data centers, while technology recovery and development should be located at other data center sites. Wells Fargo's strategy is to maintain sufficient equipment at a recovery location to enable critical processing to be restored in a minimal amount of time. For applications supporting critical functions, in order to facilitate a quicker recovery, as production data changes, corresponding data may also be updated at the recovery site.

Steps are taken to mitigate the impacts of threats to all major processing centers through redundant systems or other protective measures. In spite of the preventative measures, if a disaster should occur, plans are in place to restore processing as quickly as possible.

- A common approach and methodology has been implemented for the recovery of Wells Fargo data centers.
- Network Services between all store locations and the data centers can be restored utilizing automated rerouting technology. This rerouting capability is tested on a regular basis.

- Wells Fargo's comprehensive business continuity planning program includes the maintenance of documentation associated with technology recovery into the overall business continuity plans within each line of business. Completeness of plans that support applications for critical function is verified during annual internal reviews, regular audits, and various testing during technology recovery exercises throughout the year.

Risk Avoidance

Wells Fargo has implemented many features designed to mitigate the effects should a business interruption occur. These features are continually under review and upgraded as necessary to ensure they are accurate to support the changing enterprise environment and needs.

Features include:

- Physical Access Controls – Data centers, operations centers, and many sensitive business units have implemented card access to control physical access to work areas. In addition, data centers and operational centers have security personnel on site.
- Logical Access Controls – Wells Fargo utilizes software on all computing platforms to appropriately restrict access to data and transactions to authorized persons only.
- Virus Protection - Virus protection software has been installed on all workstations, laptops, servers and local area networks.
- Network Access Controls – Network access controls have been established in the form of a gateway between Wells Fargo's internal network and the public sector. A firewall is in place between the public segment and Wells Fargo's internal network to restrict unauthorized access. All access to the Wells Fargo internal network is designed to pass through the firewall component.
- Alternate Power Sources – Wells Fargo's data centers and major operations centers have uninterruptible power supply (UPS) devices to provide short-term, uninterrupted power to critical hardware; and diesel generators provide long-term power. These devices are automatically triggered so that a loss of commercial power will not shut down the facility. The generators are tested on a regular basis.

Summary

Wells Fargo takes seriously its obligation to use all financially reasonable means to assure business continuity for the company and its customers. However, the forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption. This document is intended only to provide an overview of the business continuity planning process at Wells Fargo, and nothing in this document modifies, amends or supplements any agreement or other warranty or representation with respect to Wells Fargo products or services, including the availability of such products or services. Wells Fargo may change procedures and protections described in this document, without providing notice, as it deems appropriate.

For further information, please contact your Wells Fargo Representative.

ClientLine Reporting®

Online merchant reporting sample reports

Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Transaction Date
Group By: Merchant ID, Transaction Date

Transaction Summary

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Location ID	Transaction Date	External MID	DBA Name	Submit Date	Funded Date	Processed Currency Code	Sales Count	Processed Sales Amount	Refund Count	Processed Refund Amount	Rejected Count	Processed Rejected Amount	Processed Average Ticket	Processed Net Amount
123456789995	07/18/2016		ABC STORE #12	07/19/2016	07/19/2016	USD	119	1,444.55	0	0.00	0	0.00	12.14	1,444.55
	Subtotal : 07/18/2016						**119**	**1,444.55**	**0**	**0.00**	**0**	**0.00**		**1,444.55**
Subtotal :							**119**	**1,444.55**	**0**	**0.00**	**0**	**0.00**		**1,444.55**
123456789995	07/18/2016		ABC STORE #12 ONLINE 07/18/2016 07/18/2016 USD				1	30.14	0	0.00	0	0.00	30.14	30.14
987654321992			ABC STORE #12 ONLINE 07/19/2016 07/19/2016 USD				4	55.43	0	0.00	0	0.00	13.86	55.43
	Subtotal : 07/18/2016						**5**	**85.57**	**0**	**0.00**	**0**	**0.00**		**85.57**
Subtotal : 987654321992							**5**	**85.57**	**0**	**0.00**	**0**	**0.00**		**85.57**
Grand Total							**124**	**1,530.12**	**0**	**0.00**	**0**	**0.00**		**1,530.12**

963

Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Transaction Date
Sort By: Merchant ID, Processed Currency Code, Transaction Date

Transaction Listing

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Location ID	Processed Currency Code	Transaction Date	External MID	DBA Name	Terminal ID	Batch Number	Batch Sequence Number	Invoice Number	Submit Date	Funded Date	Card Type	Cardholder Number	Processed Transaction Amount	Transaction Type	Transaction Status	POS Entry Mode	POS Entry Description	Authorization Code	Service Code	Authorization Transaction Type	Plan Code	Plan Code Description	Debit Network ID	Reject Reason	Tracking Number	Order Number
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000051	07/19/2016	07/19/2016	AMEX ACQ	377275******1017	12.01	Sale	Processed	05	Electronic	827103	CHIP	Unknown Transaction	948	AXP RESTAURANT BASE T1				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000036	07/19/2016	07/19/2016	VISA	485340******7787	6.99	Sale	Processed	90	Swiped	151622	Magnetic Stripe	Unknown Transaction	VP47	VI-CPS SMALL TICKET (PP)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000032	07/19/2016	07/19/2016	VISA	474489******3398	13.72	Sale	Processed	05	Electronic	133557	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000041	07/19/2016	07/19/2016	VISA	434257******5620	13.41	Sale	Processed	05	Electronic	792481	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000040	07/19/2016	07/19/2016	VISA	434257******4151	13.99	Sale	Processed	05	Electronic	645825	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000038	07/19/2016	07/19/2016	VISA	474489******5169	9.14	Sale	Processed	05	Electronic	185395	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000018	07/19/2016	07/19/2016	VISA	436618******5275	9.24	Sale	Processed	90	Swiped	025082	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000021	07/19/2016	07/19/2016	VISA	434257******4071	8.49	Sale	Processed	05	Electronic	263977	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000030	07/19/2016	07/19/2016	VISA	434257******5554	10.15	Sale	Processed	05	Electronic	702265	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000032	07/19/2016	07/19/2016	VISA	474489******6324	7.49	Sale	Processed	05	Electronic	153049	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000031	07/19/2016	07/19/2016	VISA	434257******0537	2.99	Sale	Processed	05	Electronic	482065	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000028	07/19/2016	07/19/2016	VISA	434257******9914	11.84	Sale	Processed	05	Electronic	486628	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000023	07/19/2016	07/19/2016	VISA	474489******0710	6.99	Sale	Processed	05	Electronic	145833	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000007	07/19/2016	07/19/2016	VISA	436618******7622	12.79	Sale	Processed	90	Swiped	014259	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000017	07/19/2016	07/19/2016	VISA	434257******1098	5.91	Sale	Processed	05	Electronic	403636	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000016	07/19/2016	07/19/2016	VISA	434257******5395	6.99	Sale	Processed	05	Electronic	532887	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000015	07/19/2016	07/19/2016	VISA	474489******7264	9.03	Sale	Processed	05	Electronic	193456	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000014	07/19/2016	07/19/2016	VISA	436618******5682	10.54	Sale	Processed	05	Electronic	027000	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000013	07/19/2016	07/19/2016	VISA	436618******7099	13.22	Sale	Processed	05	Electronic	006404	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000008	07/19/2016	07/19/2016	VISA	434257******6271	5.84	Sale	Processed	05	Electronic	563161	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000010	07/19/2016	07/19/2016	VISA	481582******5685	8.07	Sale	Processed	05	Electronic	110983	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000036	07/19/2016	07/19/2016	VISA	414720******8682	14.98	Sale	Processed	05	Electronic	09180D	CHIP	Unknown Transaction	V249	VI-SIGNATURE PREFERRED CRP FLC				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000034	07/19/2016	07/19/2016	VISA	414720******8682	31.20	Sale	Processed	05	Electronic	02583D	CHIP	Unknown Transaction	V249	VI-SIGNATURE PREFERRED CRP FLC				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000011	07/19/2016	07/19/2016	MASTERCARD	528071******3771	10.32	Sale	Processed	05	Electronic	01925Z	CHIP	Unknown Transaction	M009	MC-DOMESTIC MERIT III				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000043	07/19/2016	07/19/2016	VISA	416075******6493	11.47	Sale	Processed	90	Swiped	852210	Magnetic Stripe	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000019	07/19/2016	07/19/2016	VISA	410463******0778	9.20	Sale	Processed	90	Swiped	242822	Magnetic Stripe	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000057	07/19/2016	07/19/2016	VISA	439911******9796	9.49	Sale	Processed	90	Swiped	002103	Magnetic Stripe	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000043	07/19/2016	07/19/2016	VISA	464455******8666	8.01	Sale	Processed	90	Swiped	402730	Magnetic Stripe	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000040	07/19/2016	07/19/2016	VISA	480307******7272	9.64	Sale	Processed	90	Swiped	995390	Magnetic Stripe	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000028	07/19/2016	07/19/2016	VISA	464455******5014	9.17	Sale	Processed	05	Electronic	399761	CHIP	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000007	07/19/2016	07/19/2016	VISA	439911******4617	9.64	Sale	Processed	90	Swiped	000102	Magnetic Stripe	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000003	07/19/2016	07/19/2016	VISA	439911******6492	6.87	Sale	Processed	90	Swiped	002350	Magnetic Stripe	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000049	07/19/2016	07/19/2016	VISA	464455******0390	6.55	Sale	Processed	05	Electronic	420537	CHIP	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000062	07/19/2016	07/19/2016	VISA	464455******1357	10.56	Sale	Processed	05	Electronic	418407	CHIP	Unknown Transaction	V647	VI-CPS SMALL TICKET (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000041	07/19/2016	07/19/2016	AMEX ACQ	370034******6209	9.64	Sale	Processed	05	Electronic	198018	CHIP	Unknown Transaction	948	AXP RESTAURANT BASE T1				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000045	07/19/2016	07/19/2016	MASTERCARD	540324******7012	9.15	Sale	Processed	05	Electronic	194349	CHIP	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000012	07/19/2016	07/19/2016	MASTERCARD	527513******3345	9.64	Sale	Processed	05	Electronic	184334	CHIP	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000019	07/19/2016	07/19/2016	MASTERCARD	527513******2936	12.91	Sale	Processed	05	Electronic	190059	CHIP	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000031	07/19/2016	07/19/2016	MASTERCARD	540324******2506	18.79	Sale	Processed	05	Electronic	142944	CHIP	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000037	07/19/2016	07/19/2016	MASTERCARD	527513******7234	9.03	Sale	Processed	90	Swiped	154884	Magnetic Stripe	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000002	07/19/2016	07/19/2016	MASTERCARD	527513******0978	12.55	Sale	Processed	05	Electronic	175484	CHIP	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000012	07/19/2016	07/19/2016	MASTERCARD	527513******0183	19.90	Sale	Processed	05	Electronic	112237	CHIP	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000021	07/19/2016	07/19/2016	MASTERCARD	540324******9605	11.26	Sale	Processed	05	Electronic	140642	CHIP	Unknown Transaction	MN02	MC-REG INCENT FRF ADJ POS (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000052	07/19/2016	07/19/2016	MASTERCARD	517805******2532	23.29	Sale	Processed	05	Electronic	067108	CHIP	Unknown Transaction	M309	MC-ENHANCED MERIT III BASE				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000046	07/19/2016	07/19/2016	MASTERCARD	523914******6274	11.40	Sale	Processed	05	Electronic	018738	CHIP	Unknown Transaction	M309	MC-ENHANCED MERIT III BASE				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000023	07/19/2016	07/19/2016	VISA	464455******2393	18.35	Sale	Processed	90	Swiped	399234	Magnetic Stripe	Unknown Transaction	V654	VI-CPS/RESTAURANT (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000055	07/19/2016	07/19/2016	VISA	415491******5021	26.34	Sale	Processed	90	Swiped	647904	Magnetic Stripe	Unknown Transaction	V654	VI-CPS/RESTAURANT (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000029	07/19/2016	07/19/2016	VISA	464455******2569	21.72	Sale	Processed	90	Swiped	403007	Magnetic Stripe	Unknown Transaction	V654	VI-CPS/RESTAURANT (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000063	07/19/2016	07/19/2016	VISA	436618******1173	26.58	Sale	Processed	90	Swiped	018603	Magnetic Stripe	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000066	07/19/2016	07/19/2016	VISA	434257******5484	23.70	Sale	Processed	05	Electronic	953884	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000068	07/19/2016	07/19/2016	VISA	436618******1439	21.94	Sale	Processed	90	Swiped	025713	Magnetic Stripe	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000067	07/19/2016	07/19/2016	VISA	474489******1579	15.17	Sale	Processed	05	Electronic	142582	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000004	07/19/2016	07/19/2016	VISA	474489******2742	21.53	Sale	Processed	05	Electronic	155718	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000005	07/19/2016	07/19/2016	VISA	432371******3406	18.75	Sale	Processed	05	Electronic	357554	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000009	07/19/2016	07/19/2016	VISA	474489******2019	16.09	Sale	Processed	05	Electronic	135748	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000025	07/19/2016	07/19/2016	VISA	434256******8035	15.17	Sale	Processed	90	Swiped	382327	Magnetic Stripe	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000029	07/19/2016	07/19/2016	VISA	434257******4370	26.27	Sale	Processed	05	Electronic	397169	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000053	07/19/2016	07/19/2016	VISA	434257******6530	18.82	Sale	Processed	05	Electronic	762461	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000056	07/19/2016	07/19/2016	VISA	474489******1266	20.20	Sale	Processed	05	Electronic	115149	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000009	07/19/2016	07/19/2016	VISA	474489******2617	15.48	Sale	Processed	05	Electronic	110250	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000027	07/19/2016	07/19/2016	VISA	435689******6265	20.81	Sale	Processed	05	Electronic	191653	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000033	07/19/2016	07/19/2016	VISA	434257******7457	17.48	Sale	Processed	90	Swiped	504143	Magnetic Stripe	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000034	07/19/2016	07/19/2016	VISA	474489******0470	29.09	Sale	Processed	05	Electronic	124577	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000037	07/19/2016	07/19/2016	VISA	436618******1775	26.05	Sale	Processed	90	Swiped	023971	Magnetic Stripe	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000025	07/19/2016	07/19/2016	VISA	434257******7071	19.58	Sale	Processed	05	Electronic	435782	CHIP	Unknown Transaction	VN01	VI-US REGULATED (DB)				
1234567*9995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000042	07/19/2016	07/19/2016	VISA	436618******9858	16.03	Sale	Processed	90	Swiped	021639	Magnetic Stripe	Unknown Transaction	VN01	VI-US REGULATED (DB)				

Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Transaction Date
Sort By: Merchant ID, Processed Currency Code, Transaction Date

Transaction Listing

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Location ID	Processed Currency Code	Transaction Date	External MID	DBA Name	Terminal ID	Batch Number	Batch Sequence Number	Invoice Number	Submit Date	Funded Date	Card Type	Cardholder Number	Processed Transaction Amount	Transaction Type	Transaction Status	POS Entry Mode	POS Entry Description	Authorization Code	Service Code	Authorization Transaction Type	Plan Code	Plan Code Description	Debit Network ID	Reject Reason	Tracking Number	Order Number
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000061	07/19/2016	07/19/2016	VISA	434257******7350	14.99	Sale	Processed	90	Swiped	984021	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000064	07/19/2016	07/19/2016	VISA	474489******4191	14.73	Sale	Processed	05	Electronic	164321	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000044	07/19/2016	07/19/2016	VISA	474489******1698	9.24	Sale	Processed	05	Electronic	191796	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000046	07/19/2016	07/19/2016	VISA	474489******7318	13.99	Sale	Processed	05	Electronic	130779	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000047	07/19/2016	07/19/2016	VISA	483316******4993	11.86	Sale	Processed	05	Electronic	071121	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000048	07/19/2016	07/19/2016	VISA	434257******1793	13.99	Sale	Processed	05	Electronic	842859	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000053	07/19/2016	07/19/2016	VISA	434257******9398	9.03	Sale	Processed	05	Electronic	810365	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000002	07/19/2016	07/19/2016	VISA	434257******7862	9.14	Sale	Processed	90	Swiped	859334	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000001	07/19/2016	07/19/2016	VISA	434257******0960	8.51	Sale	Processed	05	Electronic	135424	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000008	07/19/2016	07/19/2016	VISA	434257******5393	10.90	Sale	Processed	05	Electronic	432420	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000010	07/19/2016	07/19/2016	VISA	434257******1691	9.64	Sale	Processed	05	Electronic	259699	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000014	07/19/2016	07/19/2016	VISA	434257******4631	11.83	Sale	Processed	90	Swiped	324022	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000013	07/19/2016	07/19/2016	VISA	434257******7636	6.99	Sale	Processed	05	Electronic	361047	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000015	07/19/2016	07/19/2016	VISA	434257******2704	4.94	Sale	Processed	05	Electronic	332588	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000016	07/19/2016	07/19/2016	VISA	436618******5583	9.64	Sale	Processed	05	Electronic	020619	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000017	07/19/2016	07/19/2016	VISA	435689******0609	7.49	Sale	Processed	05	Electronic	195690	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000020	07/19/2016	07/19/2016	VISA	434257******0867	9.64	Sale	Processed	05	Electronic	393276	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000024	07/19/2016	07/19/2016	VISA	434257******7817	5.37	Sale	Processed	05	Electronic	237418	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000026	07/19/2016	07/19/2016	VISA	436618******3484	9.15	Sale	Processed	90	Swiped	017225	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000039	07/19/2016	07/19/2016	VISA	432371******5407	7.49	Sale	Processed	90	Swiped	267631	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000038	07/19/2016	07/19/2016	VISA	435689******4441	8.09	Sale	Processed	05	Electronic	124296	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000042	07/19/2016	07/19/2016	VISA	436618******6004	9.15	Sale	Processed	05	Electronic	031051	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000044	07/19/2016	07/19/2016	VISA	436618******5242	11.94	Sale	Processed	90	Swiped	015522	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000045	07/19/2016	07/19/2016	VISA	434257******7761	9.24	Sale	Processed	05	Electronic	493972	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000047	07/19/2016	07/19/2016	VISA	434257******6679	9.64	Sale	Processed	05	Electronic	732331	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000048	07/19/2016	07/19/2016	VISA	474489******0499	4.84	Sale	Processed	05	Electronic	161077	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000049	07/19/2016	07/19/2016	VISA	434257******6200	11.18	Sale	Processed	05	Electronic	647994	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000050	07/19/2016	07/19/2016	VISA	434257******8876	6.99	Sale	Processed	05	Electronic	637117	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000051	07/19/2016	07/19/2016	VISA	434257******1338	7.09	Sale	Processed	05	Electronic	653882	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000052	07/19/2016	07/19/2016	VISA	474489******6880	14.97	Sale	Processed	05	Electronic	140179	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000054	07/19/2016	07/19/2016	VISA	474489******3998	13.99	Sale	Processed	05	Electronic	172164	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000058	07/19/2016	07/19/2016	VISA	436618******0704	8.09	Sale	Processed	90	Swiped	030058	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000059	07/19/2016	07/19/2016	VISA	419002******0114	9.15	Sale	Processed	05	Electronic	030250	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000060	07/19/2016	07/19/2016	VISA	434257******6485	5.15	Sale	Processed	05	Electronic	036800	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000035	07/19/2016	07/19/2016	VISA	434257******8254	4.84	Sale	Processed	05	Electronic	445923	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000001	07/19/2016	07/19/2016	VISA	474489******9895	4.84	Sale	Processed	05	Electronic	184625	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000003	07/19/2016	07/19/2016	VISA	434257******9316	6.99	Sale	Processed	05	Electronic	457061	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000005	07/19/2016	07/19/2016	VISA	474489******8416	10.64	Sale	Processed	05	Electronic	102474	CHIP	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000006	07/19/2016	07/19/2016	VISA	434257******9419	11.15	Sale	Processed	90	Swiped	157938	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000011	07/19/2016	07/19/2016	VISA	474489******7215	6.01	Sale	Processed	90	Swiped	172606	Magnetic Stripe	Unknown Transaction	VN02	VI-US CPS/SMALL TCKT REG (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000022	07/19/2016	07/19/2016	MASTERCARD	532828******3503	10.64	Sale	Processed	90	Swiped	YAR6MG	Magnetic Stripe	Unknown Transaction	M667	MC-SMALL TICKET (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000006	07/19/2016	07/19/2016	MASTERCARD	511321******3465	27.52	Sale	Processed	90	Swiped	000764	Magnetic Stripe	Unknown Transaction	M668	MC-RESTAURANT (DB)				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000065	07/19/2016	07/19/2016	VISA	403784******6068	13.99	Sale	Processed	05	Electronic	028115	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000050	07/19/2016	07/19/2016	VISA	446540******4930	8.70	Sale	Processed	05	Electronic	018555	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000018	07/19/2016	07/19/2016	VISA	403784******3587	11.00	Sale	Processed	05	Electronic	418100	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000022	07/19/2016	07/19/2016	VISA	414709******8071	10.10	Sale	Processed	05	Electronic	08162C	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000027	07/19/2016	07/19/2016	VISA	426684******0493	4.84	Sale	Processed	05	Electronic	003168	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000004	07/19/2016	07/19/2016	VISA	414734******8007	14.00	Sale	Processed	05	Electronic	00537C	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000020	07/19/2016	07/19/2016	VISA	426690******2385	8.17	Sale	Processed	05	Electronic	06600C	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000026	07/19/2016	07/19/2016	VISA	426451******6660	9.64	Sale	Processed	05	Electronic	08522A	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000035	07/19/2016	07/19/2016	VISA	426690******6727	7.49	Sale	Processed	05	Electronic	06727C	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	93892	693892190292	0016980532	0000000039	07/19/2016	07/19/2016	VISA	446540******5087	9.20	Sale	Processed	05	Electronic	018265	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
123456789995	USD	07/18/2016		ABC STORE #12	94887	694887190286	0016976698	0000000030	07/19/2016	07/19/2016	VISA	446540******1224	8.07	Sale	Processed	05	Electronic	018172	CHIP	Unknown Transaction	V047	VI-CPS/SMALL TICKET				
Subtotal : 07/18/2016													**1,444.55**												
Subtotal : USD													**1,444.55**												
Subtotal : 12345678995													**1,444.55**												
987654321992	USD	07/18/2016		ABC STORE 12 ONLINE	62428	662428190397	0017025169	38913916	07/19/2016	07/19/2016	VISA	446540******9592	9.03	Sale	Processed	01	Manual	018763		Unknown Transaction	V051	VI-CPS/REWARDS 2				
987654321992	USD	07/18/2016		ABC STORE 12 ONLINE	62428	662428190397	0017025169	38894718	07/19/2016	07/19/2016	VISA	446542******5119	9.64	Sale	Processed	01	Manual	018325		Unknown Transaction	V114	VI-SIGNATURE CARD ELECTRONIC				
987654321992	USD	07/18/2016		ABC STORE 12 ONLINE	62428	662428180396	0016300784	38862587	07/18/2016	07/18/2016	VISA	434257******1010	30.14	Sale	Processed	01	Manual	563228		Unknown Transaction	VN12	VI-REG CONSUMER MQ (DB)				
987654321992	USD	07/18/2016		ABC STORE 12 ONLINE	62428	662428190397	0017025169	38901324	07/19/2016	07/19/2016	VISA	435689******9392	13.98	Sale	Processed	01	Manual	1929B7		Unknown Transaction	VN12	VI-REG CONSUMER MQ (DB)				
987654321992	USD	07/18/2016		ABC STORE 12 ONLINE	62428	662428190397	0017025169	38907956	07/19/2016	07/19/2016	VISA	464018******6900	22.78	Sale	Processed	01	Manual	09087D		Unknown Transaction	V249	VI-SIGNATURE PREFERRED CRP ELC				
Subtotal : 07/18/2016													**85.57**												
Subtotal : USD													**85.57**												
Subtotal : 98765432195													**85.57**												
Grand Total													**1,530.12**												

Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Transaction Date
Group By: Processed Currency Code, Merchant ID

Batch Summary

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Processed Currency Code	Location ID	Batch Number	External MID	DBA Name	Terminal ID	Transaction Date	Submit Date	Funded Date	Sales Count	Processed Sales Amount	Refund Count	Processed Refund Amount	Rejected Count	Processed Rejected Amount	Net Count	Processed Net Amount	Key Entered Percent
USD	123456789995	693892190292		ABC STORE #12	93892	07/18/2016	07/19/2016	07/19/2016	52	609.05	0	0.00	0	0.00	52	609.05	0.00%
		694887190286		ABC STORE #12	94887	07/18/2016	07/19/2016	07/19/2016	67	835.50	0	0.00	0	0.00	67	835.50	0.00%
	Subtotal :								**119**	**1,444.55**	**0**	**0.00**	**0**	**0.00**	**119**	**1,444.55**	
	123456789995	662428180396		ABC STORE 12 ONLINE	62428	07/18/2016	07/18/2016	07/18/2016	1	30.14	0	0.00	0	0.00	1	30.14	100.00%
	987654321992	662428190397		ABC STORE 12 ONLINE	62428	07/18/2016	07/19/2016	07/19/2016	4	55.43	0	0.00	0	0.00	4	55.43	100.00%
	Subtotal : 98765432199								**5**	**85.57**	**0**	**0.00**	**0**	**0.00**	**5**	**85.57**	
Subtotal : USD									**124**	**1,530.12**	**0**	**0.00**	**0**	**0.00**	**124**	**1,530.12**	
Grand Total									**124**	**1,530.12**	**0**	**0.00**	**0**	**0.00**	**124**	**1,530.12**	

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Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Funded Date
Group By: Processed Currency Code, Funded Date

Bank Deposit Summary

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Processed Currency Code	Funded Date	Merchant ID	External MID	DBA Name	Checking Account Number	Bank Reference Number	Processed Net Sales	Processed Paid by Others	Processed Adjustments	Processed I/C Charges	Processed Service Charges	Processed Fees	Processed Chargebacks/ Reversals	Processed Deposit	Processed Amount Paid
USD	07/18/2016	123456789995		ABC SOTRE #12	*****9442		1,747.86	0.00	0.00	0.00	0.00	0.00	0.00	1,747.86	1,747.86
		987654321992		ABC STORE 12 ONLINE	*****9442		87.87	0.00	0.00	0.00	0.00	0.00	0.00	87.87	87.87
	Subtotal : 07/18/2016						**1,835.73**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,835.73**	**1,835.73**
Subtotal : USD							**1,835.73**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,835.73**	**1,835.73**
Grand Total							**1,835.73**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,835.73**	**1,835.73**

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Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Funded Date
Group By: Merchant ID, Adjustment Date

Bank Deposit Adjustment Summary

Date Range From: 06/01/2016 To: 06/30/2016

Run Date: 07/25/2016

Location ID	Adjustment Date	External MID	DBA Name	Category	Processed Currency Code	Adjustment Count	Adjustment Amount
123456789995	06/01/2016		ABC STORE #12	Service charges	USD	2	(7.13)
			ABC STORE #12	Authorizations	USD	7	(216.71)
			ABC STORE #12	Fees	USD	6	(50.29)
			ABC STORE #12	Interchange	USD	43	(1,084.04)
			ABC STORE #12	Assessment	USD	5	(67.46)
	Subtotal : 06/01/2016					**63**	**(1,425.63)**
Subtotal :						**63**	**(1,425.63)**
123456789995	06/01/2016		ABC STORE 12 ONLINE	Authorizations	USD	7	(4.81)
987654321992			ABC STORE 12 ONLINE	Interchange	USD	14	(32.45)
			ABC STORE 12 ONLINE	Report	USD	1	(9.00)
			ABC STORE 12 ONLINE	Assessment	USD	5	(2.16)
			ABC STORE 12 ONLINE	Service charges	USD	6	(4.16)
			ABC STORE 12 ONLINE	Fees	USD	2	(1.03)
			ABC STORE 11 ONLINE	Address verification	USD	1	(0.76)
	Subtotal : 06/01/2016					**36**	**(54.37)**
Subtotal :						**36**	**(54.37)**
987654321992 **Grand Total**						**99**	**(1,480.00)**

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Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Funded Date
Sort By: Merchant ID, Adjustment Date

Bank Deposit Adjustment Detail
Date Range From: 06/01/2016 To: 06/30/2016

Run Date: 07/25/2016

Location ID	Adjustment Date	External MID	DBA Name	Invoice Number	Invoice Date	Category	Adjustment Description	Unit Count	Unit Amount	Rate	Case Number	Tracking Number	Chargeback Reason Code	Bank Reference Number	SDS Reference Number	Processed Currency Code	Adjustment Amount
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Assessment	DISCOVER DUES/ASSESSMENT FEE 001300 TIMES $444.24		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Authorizations	ACQUIRER PROCESSOR FEE CREDIT 816 TRANSACTIONS AT 019500		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	DSCVR PSL REST RW		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-RESTAURANT (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CPS/SMALL TICKET		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	DSCVR PSL EXP SVC PR		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	DSCVR PSL EXP SVC RW		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-SMALL TICKET (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-US REGULATED (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-DOMESTIC MERIT III		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	AXP RESTAURANT BASE T0		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	AXP RESTAURANT BASE T1		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	AXP RESTAURANT BASE T2		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CPS/RESTAURANT (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CPS/RESTAURANT (PP)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	DSCVR COMM ELECT OTHER		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CORPORATE TRAVEL SVC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-CONVENIENCE PURCHASES		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-WORLD ELITE MERIT III		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-BUSINESS CARD CP (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CPS SMALL TICKET (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CPS SMALL TICKET (PP)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CPS/RESTAURANT CREDIT		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-PURCHASING TRAVEL SVC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-BUSINESS CARD TR4 ELEC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-COMMERCIAL RETAIL (PP)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-US REGULATED COMM (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Fees	VISA NETWORK FEE CNP 2-06		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-BUS LEVEL 2 DATA RATE I		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-DOMESTIC MERIT III (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-ENHANCED MERIT III BASE		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-COM DATA RATE I FLT NFUEL		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-CORP DATA RATE I (US) BUS		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-CORP DATA RATE I (US) PUR		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-WORLDCARD CONVENIENCE PUR		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-SIGNATURE CARD ELECTRONIC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-US REGULATED NON-CPS (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-ENHANCED CONVENIENCE PURCH		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-BUSINESS CARD TR1 ELEC T&E		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-BUSINESS CARD TR2 ELEC T&E		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-BUSINESS CARD TR3 ELEC T&E		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-US CPS/SMALL TCKT REG (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-REG INCENT FPF ADJ POS (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	MC-REGULATED PRD ADJ COMM (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-SIGNATURE PREFERRED CPF ELC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Fees	GC-ACTIVATION 2 TRANSACTIONS AT 100000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Fees	GC-REDEMPTION 23 TRANSACTIONS AT 100000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Authorizations	AMEX 950 AUTH FEE 56 TRANSACTIONS AT 035000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Authorizations	VISA 950 AUTH FEE 3821 TRANSACTIONS AT 035000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Fees	GC-BALANCE INQUIRY 1 TRANSACTIONS AT 100000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Fees	GC-MONTHLY ACH FEE 1 TRANSACTIONS AT 3.000000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Assessment	AMEX ASSESSMENT FEE 001500 TIMES $767.28		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Authorizations	DISCOVER 950 AUTH FEE 14 TRANSACTIONS AT 035000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Authorizations	MASTERCARD 950 AUTH FEE 367 TRANSACTIONS AT 035000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Service charges	DISCOVER DATA USAGE FEE 35 TRANSACTIONS AT 019500		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Assessment	VISA ASSESSMENT FEE CR 001300 TIMES $6,614.81		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Assessment	VISA ASSESSMENT FEE DB 001300 TIMES $44,928.17		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Authorizations	MC NETWORK ACCESS AUTH FEE 367 TRANSACTIONS AT 019500		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Assessment	MASTERCARD ASSESSMENT FEE 001275 TIMES $6,259.13		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Service charges	VI BASE II SYSTEM FILE FEE 3,587 TRANSACTIONS AT 001800		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Authorizations	ACQUIRER PROCESSOR FEE DB/PP 3,331 TRANSACTIONS AT 019500		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Fees	VI TRANSACTION INTEGRITY FEE 7 TRANSACTIONS AT 100000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE #1		06/01/2016	Interchange	VI-CPS/REWARDS 2		0.00							USD	[illegible]
Subtotal : 06/01/2016																	**(1,425.62)**
Subtotal : 123456789995																	**(1,425.62)**
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Assessment	DISCOVER DUES/ASSESSMENT FEE 001300 TIMES $17.20		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Authorizations	FEES		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Authorizations	ACQUIRER PROCESSOR FEE DB/PP 89 TRANSACTIONS AT 019500		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Service charges	VI BASE II SYSTEM FILE FEE 62 TRANSACTIONS AT 001800		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Service charges	MASTERCARD SALES TRANS FEE 5 TRANSACTIONS AT 015000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Assessment	MASTERCARD ASSESSMENT FEE 001275 TIMES $228.12		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Authorizations	MC NETWORK ACCESS AUTH FEE 6 TRANSACTIONS AT 019500		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Authorizations	DISCOVER INTERNET AUTH FEE 1 TRANSACTIONS AT 035000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Service charges	DISCOVER SALES TRANS FEE 1 TRANSACTIONS AT 055000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Assessment	VISA ASSESSMENT FEE DB 001100 TIMES $1,061.60		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Assessment	VISA ASSESSMENT FEE CR 001300 TIMES $197.86		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Service charges	DISCOVER DATA USAGE FEE 1 TRANSACTIONS AT 019500		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Fees	DIGITAL ENABLEMENT FEE 000100 X $ TRNS $228.12		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Authorizations	VISA INTERNET AUTH FEE 93 TRANSACTIONS AT 035000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Authorizations	AMEX INTERNET AUTH FEE 2 TRANSACTIONS AT 035000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Service charges	VISA SALES TRANS FEE 65 TRANSACTIONS AT 055000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Address verification	INTERNET AVS AUTH FEE 76 TRANSACTIONS AT 010000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Service charges	AMEX SALES TRANS FEE 2 TRANSACTIONS AT 055000		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Assessment	AMEX ASSESSMENT FEE 001500 TIMES $105.51		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-SIGNATURE PREFERRED CPF ELC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	MC-REG CONSM WRLD ADJ MC/DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	MC-MERIT I ELECTRONIC COMMERCE		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-BUSINESS CARD TR1 ELEC T&E		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-SIGNATURE CARD ELECTRONIC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	MC-COM DATA RATE I FLT NFUEL		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	MC-DOMESTIC MERIT I PREPAID		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	AXP RESTAURANT NONSWIPE T2		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Fees	VISA NETWORK FEE CNP 2-06		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-US REGULATED COMM (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-REG CONSUMER MO (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-CPS/ECOMM-BASIC (DB)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	DSCVR PSLECOMMERCE(RW)		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Report	INTERNET SERVICE FEE		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-CPS/ECOMM-BASIC		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Interchange	VI-CPS/REWARDS 2		0.00							USD	[illegible]
[illegible]	06/01/2016		ABC STORE 13 ONLINE		06/01/2016	Authorizations	ACQUIRER PROCESSOR FEE CREDIT 18 TRANSACTIONS AT 019500		0.00							USD	[illegible]
Subtotal : 06/01/2016																	**(34.27)**
Subtotal : 587854321																	**(34.27)**
Grand Total																	**([illegible])**

Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Funded Date

Funding Reconciliation

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Funded Transactions

Location ID	External MID	DBA Name	Funded Date	Checking Account Number	Card Type	Submit Date	Batch Number	Terminal ID	Invoice Number	Cardholder Number	Bank Reference Number	Processed Currency Code	Processed Transaction Amount	POS Entry Mode	POS Entry Description	Transaction Date	Authorization Code	Transaction Status	Interchange Code
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000037	414740******0788		USD	16.62	05	ICC Read - CVV Data Reliable	07/17/2016	06613D	Processed	V249
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000038	446053******8424		USD	34.98	90	CVV Qualified Magnetic Stripe Read	07/17/2016	935828	Processed	VP54
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000035	464455******3326		USD	12.32	05	ICC Read - CVV Data Reliable	07/17/2016	353883	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000036	439911******4428		USD	6.99	90	CVV Qualified Magnetic Stripe Read	07/17/2016	000898	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000030	434257******9200		USD	19.32	05	ICC Read - CVV Data Reliable	07/17/2016	049618	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000033	483316******3039		USD	9.64	05	ICC Read - CVV Data Reliable	07/17/2016	030016	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000034	401306******3661		USD	5.91	90	CVV Qualified Magnetic Stripe Read	07/17/2016	017337	Processed	V047
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000032	464455******4294		USD	24.28	05	ICC Read - CVV Data Reliable	07/17/2016	353123	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000031	425421******3413		USD	13.15	90	CVV Qualified Magnetic Stripe Read	07/17/2016	670385	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000029	420602******7466		USD	9.67	90	CVV Qualified Magnetic Stripe Read	07/17/2016	148167	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000025	403784******3304		USD	20.07	05	ICC Read - CVV Data Reliable	07/17/2016	417133	Processed	V054
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000026	416075******4236		USD	9.24	90	CVV Qualified Magnetic Stripe Read	07/17/2016	320344	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000024	434257******8370		USD	55.63	05	ICC Read - CVV Data Reliable	07/17/2016	096774	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000022	434257******0301		USD	14.00	05	ICC Read - CVV Data Reliable	07/17/2016	108093	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000023	434257******6485		USD	24.30	90	CVV Qualified Magnetic Stripe Read	07/17/2016	942813	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000021	474489******0618		USD	15.98	90	CVV Qualified Magnetic Stripe Read	07/17/2016	110659	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000019	436618******6675		USD	4.84	05	ICC Read - CVV Data Reliable	07/17/2016	005582	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000020	434257******7540		USD	23.23	90	CVV Qualified Magnetic Stripe Read	07/17/2016	235968	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000017	434257******4453		USD	8.07	05	ICC Read - CVV Data Reliable	07/17/2016	013768	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000018	447799******0682		USD	19.24	90	CVV Qualified Magnetic Stripe Read	07/17/2016	139616	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000015	434257******6657		USD	19.02	05	ICC Read - CVV Data Reliable	07/17/2016	869478	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000003	434257******5276		USD	24.23	90	CVV Qualified Magnetic Stripe Read	07/17/2016	928002	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000066	474489******2742		USD	11.84	05	ICC Read - CVV Data Reliable	07/17/2016	113254	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000055	474489******7903		USD	27.47	05	ICC Read - CVV Data Reliable	07/17/2016	173836	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000064	403784******1943		USD	15.90	05	ICC Read - CVV Data Reliable	07/17/2016	227110	Processed	V249
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000065	439911******0319		USD	9.64	90	CVV Qualified Magnetic Stripe Read	07/17/2016	001556	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000061	432371******8121		USD	3.23	05	ICC Read - CVV Data Reliable	07/17/2016	643763	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000060	480209******7786		USD	12.58	05	ICC Read - CVV Data Reliable	07/17/2016	012577	Processed	VN10
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000059	436618******9935		USD	27.99	05	ICC Read - CVV Data Reliable	07/17/2016	018918	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000058	425421******8838		USD	5.91	90	CVV Qualified Magnetic Stripe Read	07/17/2016	855464	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000057	434257******9650		USD	9.17	90	CVV Qualified Magnetic Stripe Read	07/17/2016	786422	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000056	425954******6152		USD	25.39	90	CVV Qualified Magnetic Stripe Read	07/17/2016	755712	Processed	VP54
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000054	434257******8513		USD	27.99	05	ICC Read - CVV Data Reliable	07/17/2016	576349	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000053	425421******1180		USD	7.42	05	ICC Read - CVV Data Reliable	07/17/2016	837513	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000051	434256******5949		USD	6.99	05	ICC Read - CVV Data Reliable	07/17/2016	528706	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000050	400022******5985		USD	21.10	90	CVV Qualified Magnetic Stripe Read	07/17/2016	563563	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000049	481583******3441		USD	12.59	90	CVV Qualified Magnetic Stripe Read	07/17/2016	164706	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000046	426684******1465		USD	12.72	05	ICC Read - CVV Data Reliable	07/17/2016	02412B	Processed	V047
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000047	434257******6320		USD	11.27	90	CVV Qualified Magnetic Stripe Read	07/17/2016	486304	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000045	431307******7181		USD	13.99	05	ICC Read - CVV Data Reliable	07/17/2016	02111C	Processed	V047
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000044	434257******6826		USD	6.99	05	ICC Read - CVV Data Reliable	07/17/2016	361908	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000042	434257******7446		USD	19.28	05	ICC Read - CVV Data Reliable	07/17/2016	548633	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000043	474489******8499		USD	37.69	90	CVV Qualified Magnetic Stripe Read	07/17/2016	193627	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000041	436618******6358		USD	9.15	05	ICC Read - CVV Data Reliable	07/17/2016	029151	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000039	436618******1657		USD	9.17	90	CVV Qualified Magnetic Stripe Read	07/17/2016	019089	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000014	434257******3105		USD	16.14	05	ICC Read - CVV Data Reliable	07/17/2016	172734	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000013	434257******8151		USD	14.97	05	ICC Read - CVV Data Reliable	07/17/2016	832628	Processed	VN02

Level Name: Corporate
Hierarchy ID:
123456789995 Date
Type: Funded Date

Funding Reconciliation

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Funded Transactions

Location ID	External MID	DBA Name	Funded Date	Checking Account Number	Card Type	Submit Date	Batch Number	Terminal ID	Invoice Number	Cardholder Number	Bank Reference Number	Processed Currency Code	Processed Transaction Amount	POS Entry Mode	POS Entry Description	Transaction Date	Authorization Code	Transaction Status	Interchange Code
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000012	446542******5469		USD	18.03	05	ICC Read - CVV Data Reliable	07/17/2016	017970	Processed	V051
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000011	474489******5386		USD	23.48	05	ICC Read - CVV Data Reliable	07/17/2016	130433	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000010	474489******1045		USD	38.67	05	ICC Read - CVV Data Reliable	07/17/2016	195178	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000009	464455******9236		USD	15.66	05	ICC Read - CVV Data Reliable	07/17/2016	345449	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000008	464455******3116		USD	39.74	05	ICC Read - CVV Data Reliable	07/17/2016	345358	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000007	414720******1921		USD	9.86	05	ICC Read - CVV Data Reliable	07/17/2016	06754C	Processed	V047
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000006	432371******5716		USD	9.15	05	ICC Read - CVV Data Reliable	07/17/2016	944599	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000005	432371******5716		USD	9.15	05	ICC Read - CVV Data Reliable	07/17/2016	760290	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000004	470701******2663		USD	24.12	05	ICC Read - CVV Data Reliable	07/17/2016	240511	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000001	474489******1006		USD	13.99	05	ICC Read - CVV Data Reliable	07/17/2016	194325	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	694887180285	94887	0000000002	485320******3357		USD	13.98	90	CVV Qualified Magnetic Stripe Read	07/17/2016	000005	Processed	VP47
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	693892180291	93892	0000000038	527513******5570		USD	9.17	05	ICC Read - CVV Data Reliable	07/17/2016	140881	Processed	MN02
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	693892180291	93892	0000000034	510982******6833		USD	15.00	90	CVV Qualified Magnetic Stripe Read	07/17/2016	H85299	Processed	MN02
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	693892180291	93892	0000000047	517070******1263		USD	13.99	90	CVV Qualified Magnetic Stripe Read	07/17/2016	005119	Processed	M667
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	693892180291	93892	0000000024	558158******4322		USD	10.32	90	CVV Qualified Magnetic Stripe Read	07/17/2016	119884	Processed	M141
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	693892180291	93892	0000000004	546528******5403		USD	23.59	90	CVV Qualified Magnetic Stripe Read	07/17/2016	H34427	Processed	MN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000040	439911******8021		USD	20.18	90	CVV Qualified Magnetic Stripe Read	07/17/2016	000912	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000036	474489******7583		USD	13.98	05	ICC Read - CVV Data Reliable	07/17/2016	154082	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000035	426451******9086		USD	9.64	05	ICC Read - CVV Data Reliable	07/17/2016	02625B	Processed	V047
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000033	464455******6286		USD	6.99	05	ICC Read - CVV Data Reliable	07/17/2016	364232	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000030	434257******6302		USD	28.81	90	CVV Qualified Magnetic Stripe Read	07/17/2016	481742	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000032	416075******5886		USD	11.70	90	CVV Qualified Magnetic Stripe Read	07/17/2016	390582	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000031	439911******8841		USD	13.99	90	CVV Qualified Magnetic Stripe Read	07/17/2016	001309	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000029	474489******4386		USD	28.96	05	ICC Read - CVV Data Reliable	07/17/2016	152552	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000027	425908******6161		USD	18.29	05	ICC Read - CVV Data Reliable	07/17/2016	411130	Processed	VN10
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000026	481582******9508		USD	10.15	05	ICC Read - CVV Data Reliable	07/17/2016	120181	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000025	434256******4559		USD	1.19	05	ICC Read - CVV Data Reliable	07/17/2016	488796	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000018	434257******3449		USD	20.79	90	CVV Qualified Magnetic Stripe Read	07/17/2016	296084	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000011	438857******4130		USD	28.74	05	ICC Read - CVV Data Reliable	07/17/2016	00505D	Processed	V249
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000017	464455******2569		USD	20.54	90	CVV Qualified Magnetic Stripe Read	07/17/2016	354253	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000015	434257******2339		USD	9.64	05	ICC Read - CVV Data Reliable	07/17/2016	376549	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000016	444796******1854		USD	9.15	90	CVV Qualified Magnetic Stripe Read	07/17/2016	017367	Processed	V047
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000022	447261******7354		USD	15.61	05	ICC Read - CVV Data Reliable	07/17/2016	666644	Processed	VN10
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000020	434257******4557		USD	9.15	05	ICC Read - CVV Data Reliable	07/17/2016	072757	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000014	434257******5421		USD	17.70	05	ICC Read - CVV Data Reliable	07/17/2016	370610	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000019	439911******0153		USD	22.36	90	CVV Qualified Magnetic Stripe Read	07/17/2016	000238	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000013	474489******6777		USD	28.92	05	ICC Read - CVV Data Reliable	07/17/2016	140819	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000012	474489******9139		USD	20.63	05	ICC Read - CVV Data Reliable	07/17/2016	192774	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000009	483316******8632		USD	10.03	05	ICC Read - CVV Data Reliable	07/17/2016	031315	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000010	434257******6805		USD	13.99	90	CVV Qualified Magnetic Stripe Read	07/17/2016	066093	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000008	434257******0545		USD	16.33	05	ICC Read - CVV Data Reliable	07/17/2016	994477	Processed	VN01
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000007	474489******3643		USD	13.43	05	ICC Read - CVV Data Reliable	07/17/2016	115108	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000005	439911******2835		USD	26.74	90	CVV Qualified Magnetic Stripe Read	07/17/2016	000963	Processed	V654
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000003	420602******3985		USD	10.24	90	CVV Qualified Magnetic Stripe Read	07/17/2016	135002	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000002	446540******2235		USD	16.50	05	ICC Read - CVV Data Reliable	07/17/2016	017491	Processed	V051
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000001	434257******5997		USD	10.72	90	CVV Qualified Magnetic Stripe Read	07/17/2016	864840	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000046	470701******9836		USD	13.00	05	ICC Read - CVV Data Reliable	07/17/2016	981519	Processed	VN02

Level Name: Corporate
Hierarchy ID:
123456789995 Date
Type: Funded Date

Funding Reconciliation
Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Funded Transactions

Location ID	External MID	DBA Name	Funded Date	Checking Account Number	Card Type	Submit Date	Batch Number	Terminal ID	Invoice Number	Cardholder Number	Bank Reference Number	Processed Currency Code	Processed Transaction Amount	POS Entry Mode	POS Entry Description	Transaction Date	Authorization Code	Transaction Status	Interchange Code
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000045	434257******7012		USD	9.15	05	ICC Read - CVV Data Reliable	07/17/2016	522843	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000044	434257******0241		USD	9.15	90	CVV Qualified Magnetic Stripe Read	07/17/2016	619229	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000006	435689******8880		USD	8.70	05	ICC Read - CVV Data Reliable	07/17/2016	154551	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000043	417040******5674		USD	9.15	90	CVV Qualified Magnetic Stripe Read	07/17/2016	836411	Processed	V647
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000041	434257******2552		USD	10.86	05	ICC Read - CVV Data Reliable	07/17/2016	437600	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000042	434257******3825		USD	4.84	90	CVV Qualified Magnetic Stripe Read	07/17/2016	620392	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000023	474489******9312		USD	14.99	05	ICC Read - CVV Data Reliable	07/17/2016	191268	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	VISA	07/18/2016	693892180291	93892	0000000039	401783******0294		USD	14.83	05	ICC Read - CVV Data Reliable	07/17/2016	757111	Processed	VN02
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	694887180285	94887	0000000062	543805******5553		USD	3.00	05	ICC Read - CVV Data Reliable	07/17/2016	H15117	Processed	MN02
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	694887180285	94887	0000000027	544303******8033		USD	43.08	90	CVV Qualified Magnetic Stripe Read	07/17/2016	083553	Processed	M009
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	694887180285	94887	0000000016	510982******2624		USD	12.88	90	CVV Qualified Magnetic Stripe Read	07/17/2016	H34490	Processed	MN02
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	694887180285	94887	0000000052	517070******1062		USD	13.98	90	CVV Qualified Magnetic Stripe Read	07/17/2016	080258	Processed	M667
123456789995		ABC STORE #12	07/18/2016	*****9442	MASTERCARD	07/18/2016	694887180285	94887	0000000048	510982******6892		USD	11.39	90	CVV Qualified Magnetic Stripe Read	07/17/2016	H94857	Processed	MN02
987654321992		ABC STORE 12 ONLINE	07/18/2016	*****9442	VISA	07/18/2016	662428180396	62428	38862587	434257******1010		USD	30.14	01	Manual/Key Entered	07/18/2016	563228	Processed	VN12
987654321992		ABC STORE 12 ONLINE	07/18/2016	*****9442	VISA	07/18/2016	662428180396	62428	38837409	425421******2236		USD	13.03	01	Manual/Key Entered	07/17/2016	696070	Processed	V677
987654321992		ABC STORE 12 ONLINE	07/18/2016	*****9442	VISA	07/18/2016	662428180396	62428	38827644	427082******9040		USD	44.70	01	Manual/Key Entered	07/17/2016	017648	Processed	V051
123456789995		ABC STORE 312	07/18/2016	*****9442	AMEX ACQ	07/18/2016	693892180291	93892	0000000037	374355*****5280		USD	13.72	05	ICC Read - CVV Data Reliable	07/17/2016	598017	Processed	948
123456789995		ABC STORE 312	07/18/2016	*****9442	DISCOVER	07/18/2016	694887180285	94887	0000000028	601100******1448		USD	10.00	05	Integrated Circuit Card Reader	07/17/2016	01749R	Processed	008
123456789995		ABC STORE 312	07/18/2016	*****9442	DISCOVER	07/18/2016	694887180285	94887	0000000063	601100******2274		USD	4.84	05	Integrated Circuit Card Reader	07/17/2016	01743R	Processed	008
Grand Total													**1,835.73**						

Level Name: Corporate
Hierarchy ID: 123456789995
Card Type: All
Card Name: All
Date Type: Transaction Date
Group By: Card Type, Transaction Date, Processed Currency Code

Card Type Summary

Date Range From: 07/18/2016 To: 07/18/2016

Run Date: 07/25/2016

Card Type	Transaction Date	Processed Currency Code	Location ID	External MID	DBA Name	Debit Network ID	Submit Date	Funded Date	Sales Count	Processed Sales Amount	Refund Count	Processed Refund Amount	Rejected Count	Processed Rejected Amount	Processed Average Ticket	Net Count	Net Percentage Count	Processed Net Amount	Net Percentage Processed Amount	Merchant Category Code
AMEX ACQ	07/18/2016	USD	123456789995		ABC STORE #12		07/19/2016	07/19/2016	2	21.65	0	0.00	0	0.00	10.82	2	1.61%	21.65	1.41%	5814
		Subtotal : USD							**2**	**21.65**	**0**	**0.00**	**0**	**0.00**		**2**	**1.61%**	**21.65**	**1.41%**	
	Subtotal : 07/18/2016								**2**	**21.65**	**0**	**0.00**	**0**	**0.00**		**2**	**1.61%**	**21.65**	**1.41%**	
Subtotal : AMEX ACQ									**2**	**21.65**	**0**	**0.00**	**0**	**0.00**		**2**	**1.61%**	**21.65**	**1.41%**	
MASTERCARD	07/18/2016	USD	123456789995		ABC STORE #12		07/19/2016	07/19/2016	13	186.40	0	0.00	0	0.00	14.34	13	10.48%	186.40	12.18%	5814
		Subtotal : USD							**13**	**186.40**	**0**	**0.00**	**0**	**0.00**		**13**	**10.48%**	**186.40**	**12.18%**	
	Subtotal : 07/18/2016								**13**	**186.40**	**0**	**0.00**	**0**	**0.00**		**13**	**10.48%**	**186.40**	**12.18%**	
Subtotal : MASTERCARD									**13**	**186.40**	**0**	**0.00**	**0**	**0.00**		**13**	**10.48%**	**186.40**	**12.18%**	
VISA	07/18/2016	USD	987654321992		ABC STORE 12 ONLINE		07/18/2016	07/18/2016	1	30.14	0	0.00	0	0.00	30.14	1	0.81%	30.14	1.97%	5814
			987654321992		ABC STORE 12 ONLINE		07/19/2016	07/19/2016	4	55.43	0	0.00	0	0.00	13.86	4	3.23%	55.43	3.62%	5814
			123456789995		ABC STORE #12		07/19/2016	07/19/2016	104	1,236.50	0	0.00	0	0.00	11.89	104	83.87%	1,236.50	80.81%	5814
		Subtotal : USD							**109**	**1,322.07**	**0**	**0.00**	**0**	**0.00**		**109**	**87.90%**	**1,322.07**	**86.40%**	
	Subtotal : 07/18/2016								**109**	**1,322.07**	**0**	**0.00**	**0**	**0.00**		**109**	**87.90%**	**1,322.07**	**86.40%**	
Subtotal : VISA									**109**	**1,322.07**	**0**	**0.00**	**0**	**0.00**		**109**	**87.90%**	**1,322.07**	**86.40%**	
Grand Total									**124**	**1,530.12**	**0**	**0.00**	**0**	**0.00**		**124**	**100.00%**	**1,530.12**	**100.00%**	

Level Name: Corporate
Hierarchy ID: 123456789995
Date Type: Submit Date

Today's Bank Deposits

Date Range From : 07/26/2016 To : 07/26/2016

Run Date: 07/26/2016

Submitted Card Type Summary

Submitted Currency Code	Card Type	Transaction Count	Transaction Amount	Average Ticket
USD	MASTERCARD	3	57.12	19.04
USD	DISCOVER	1	9.24	9.24
USD	AMEX ACQ	1	326.24	326.24
USD	VISA	123	1,550.64	12.61

Bank Deposits

Bank Account Number	ABA Number	Funding Agency	Amount	Transfer
**********9442	321270742	WELLS FARGO BK NA	1,866.79	1
**********9442	321270742	WELLS FARGO BK NA	76.45	1

974

Account analysis

Sample Client Analysis Statement

Client Analysis Statement
Relationship Summary

January, 20XX

Contact us

Officer: Henry Wells
Phone No: 123-456-7890

WELLS FARGO BANK, N.A.
123 MAIN ST
ANYTOWN, USA 98765

ABC Company
987 Main Street
City, USA 12345-6789

Analysis Summary

Average Positive Collected Balance		$	920,197.50
Reserve Requirement	@10.00%	-	92,019.75
Investable Balance Available for Services		=	828,177.75
Earnings Allowance	@5.44%		3,826.41
Current Month Analyzed Charges		-	7,550.00

continued

Balance Summary

	Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Collected	Neg Coll Use of Fund Rate	Service Charge
*	000-1234567	ABC Company	920,198	920,198			13,550.00

*Indicates billing account

Service Detail

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges	
ABC123	01 0000	Zero Balance Master Account Maint	50.00000	1.00	50.00	
BDC234	01 0000	Account Maintenance	15.00000	500.00	7,500.00	T
CDE345	01 0000	DDA Statement	20.00000	300.00	6,000.00	*T
		General Account Services			**13,550.00**	
			Total Analyzed Charges		**7,550.00**	
			*** Total Fee Based Charges**		**6,000.00**	
			Total Service Charges		**13,550.00**	
			T = Service Subject to Sales Tax			

Trend Analysis

Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balance Available for Services	Earnings Credit Rate
AUG 20XX	920,198	920,198	828,178	5.44%
OCT 20XX	920,198	920,198	828,178	5.44%
Average	**920,198**	**920,198**	**828,178**	

Month	Earnings Allowance	Fee-Based Charges	Analyzed Charges	Monthly Position
AUG 20XX	3,826	0	65	3,761
OCT 20XX	3,826	6,000	7,550	(3,744)

Balance Adjustments

	Account Number	Transaction Date	Correction Date	Adjustment Amount	No. of Days	Change in Average Collected Balance	Description
ABC	000-1234567	01/XX/XX	01/XX/XX	15,000.00	8	3,870.97	
		Account Total				3,870.97	
		Grand Total				3,870.97	

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative.

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TM-1185 PDS-1315275 (10/18)

Client Analysis Statements

Quick Reference Guide

Overview

Your Client Analysis statement is designed to provide all pertinent balance and activity information in a concise and logical format. This guide should help you become familiar with the information available on your statement.

Use your Wells Fargo Client Analysis statement to:

Track costs: The service detail section provides detailed product subtotals and volume and price information about the services you have used.
Monitor trends: The trend analysis section provides current month summary information, and prior five months historical information to help you spot trends in your checking account activity.

Wells Fargo offers flexible file formats and electronic delivery of your Client Analysis statement, providing you comprehensive information about your account quickly, securely, and conveniently. Receive your Client Analysis statement from Wells Fargo through the Commercial Electronic Office® (CEO®) portal Statements & Notices service, or email. Contact your officer to determine the best format and delivery method for your needs.

Accessing Client Analysis Statements Online

If you have access to the Wells Fargo® CEO portal, you can review and download your Client Analysis statements online.

1. Sign on to the CEO portal.
2. Select **Statements & Notices**.
3. Select **Client Analysis Statements.**

Using the CEO Statements & Notices service, you can:

- View statements for 13 months.
- Drill down to more detailed views with flexible formatting.
- Access your statements in multiple formats: Interactive, PDF, Excel, CSV, or ANSI 822 text files.
- Compare current and prior month statements.
- View graphic representations of your analysis data trends.

With Client Analysis statements on the CEO portal, you should also receive complimentary CEO Event Messaging service notifications each time a new or re-analyzed Client Analysis statement is ready for your review.

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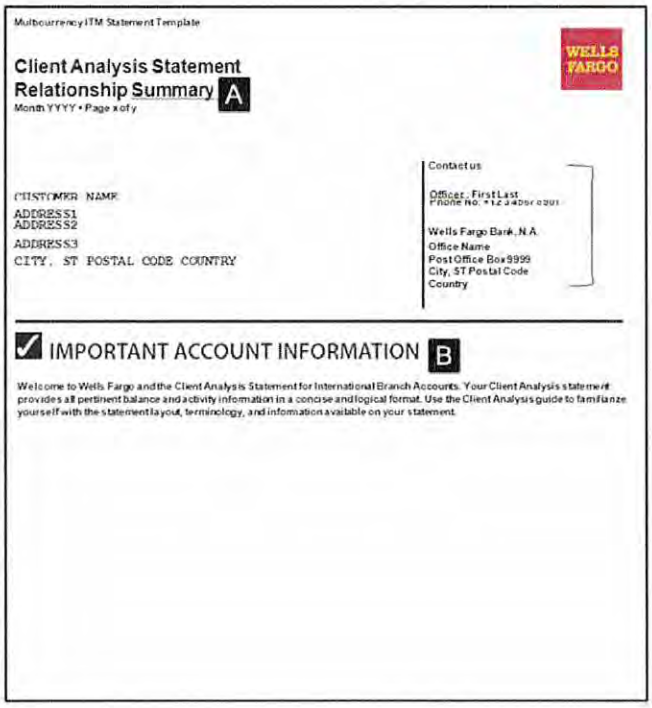
Client Analysis Statement Example

Note: Some line items will not print on your statement unless they contain values. Prices and rates shown are for illustration only.



Multicurrency ITM Statement Template

Client Analysis Statement
Relationship Summary A
Month YYYY • Page x of y

WELLS FARGO

CUSTOMER NAME
ADDRESS1
ADDRESS2
ADDRESS3
CITY, ST POSTAL CODE COUNTRY

Contact us
Officer, First Last
Phone no. 1 2 3 4567 8901
Wells Fargo Bank, N.A.
Office Name
Post Office Box 9999
City, ST Postal Code
Country

☑ IMPORTANT ACCOUNT INFORMATION B

Welcome to Wells Fargo and the Client Analysis Statement for International Branch Accounts. Your Client Analysis statement provides all pertinent balance and activity information in a concise and logical format. Use the Client Analysis guide to familiarize yourself with the statement layout, terminology, and information available on your statement.

Number	Description
A	**Relationship Summary:** Statement provides a summary of all accounts within the relationship.
B	**Important Account Information:** You can find important information such as upcoming changes that may impact your accounts.
C	**Analysis Summary**: Section of the statement that provides detail of the Earnings Allowance on your balance versus the total activity charges. **Note**: This example is of an international statement. If you have a U.S. statement, your statement might look different.



Client Analysis Statement
Relationship Summary

April 2020 Page 1 of 2

LUETTA SALVAGE INC #96317
TEST STATEMENT -- DO NOT MAIL
TEST STATEMENT -- DO NOT MAIL
UNITED STATES

Contact us

Officer: Wells, Henry
Phone No: 314-740-XXXX

WELLS FARGO BANK, N.A.
PO BOX 63020
SAN FRANCISCO,XX 94163

IMPORTANT ACCOUNT INFORMATION

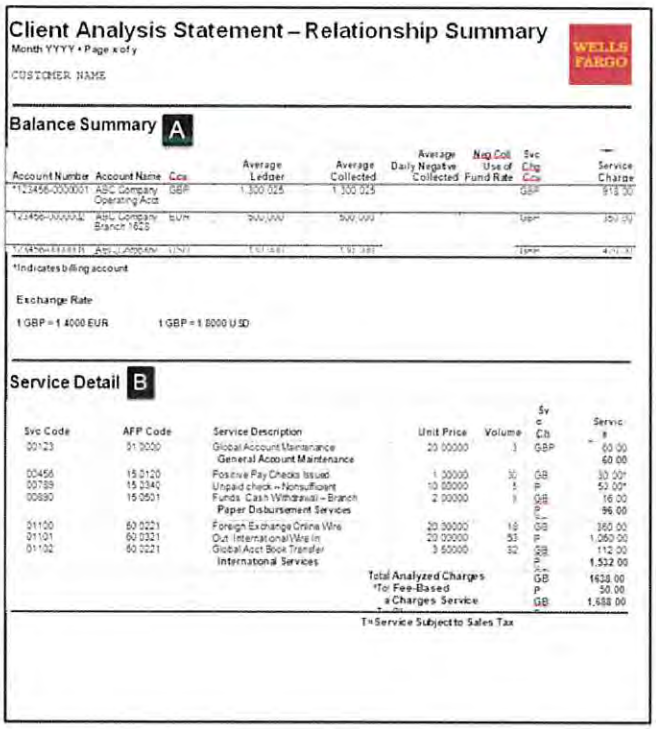
DO YOU KNOW WHOM YOU ARE PAYING?
LEARN ABOUT IMPOSTOR FRAUD AND FRAUD
PROTECTION BEST PRACTICES AT HTTPS://
TREASURYINSIGHTS.WELLSFARGOTREASURY.COM

Analysis Summary
Currency: USD

C

Average Positive Collected Balance		20,870.40
Reserve Requirement	@ 1.00%	208.70
Investable Balance Available for Services		20,661.70
Earnings Allowance		3.06
Net Earnings Allowance		3.06
Current Month Analyzed Charges		1,320.94
Current Month Position		1,317.88
Net Shortfall Due		1,317.88
Fees Collected		0.00
Total Amount Due		**1,317.88 USD**
Number of days this cycle: 30		
Investable Balance in USD required to offset USD 1.00 of analyzed charges		6,827.54
		9,019,772

TOTAL AMT DUE WILL BE DEBITED TO ACCT 412-15XXXX ON MAY 11, 20XX
OR ON THE NEXT BUSINESS DAY.



Client Analysis Statement – Relationship Summary

Month YYYY • Page x of y

CUSTOMER NAME

WELLS FARGO

Balance Summary A

Account Number	Account Name	Ccy	Average Ledger	Average Collected	Average Daily Negative Collected	Neg Coll Use of Fund Rate	Svc Chg Ccy	Service Charge
*123456-0000001	ABC Company Operating Acct	GBP	1,300,025	1,300,025			GBP	918.00
123456-0000002	ABC Company Branch 1628	EUR	500,000	500,000			GBP	350.00
123456-0000003	ABC Company	USD	[illegible]	[illegible]			GBP	[illegible]

*Indicates billing account

Exchange Rate

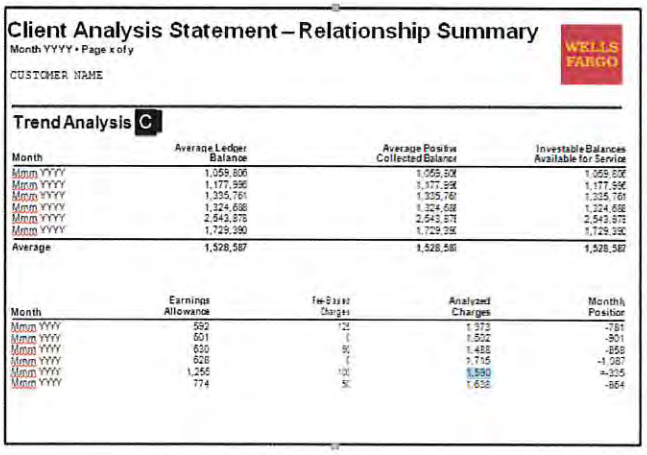
1 GBP = 1.4000 EUR 1 GBP = 1.8000 USD

Service Detail B

Svc Code	AFP Code	Service Description	Unit Price	Volume	Svc Ch	Service
00123	01.0000	Global Account Maintenance	20.00000	3	GBP	60.00
		General Account Maintenance				60.00
00456	15.0120	Positive Pay Checks Issued	1.00000	30	GB	30.00*
00789	15.0340	Unpaid check – Nonsufficient	10.00000	5	P	50.00*
00890	15.0501	Funds Cash Withdrawal – Branch	2.00000	8	GB	16.00
		Paper Disbursement Services			P	96.00
01100	60.0221	Foreign Exchange Online Wire	20.00000	18	GB	360.00
01101	60.0321	Out International Wire In	20.00000	53	P	1,060.00
01102	60.0221	Global Acct Book Transfer	3.50000	32	GB	112.00
		International Services			P	1,532.00
			Total Analyzed Charges		GB	1638.00
			*Tot Fee-Based		P	50.00
			a Charges Service		GB	1,688.00

T=Service Subject to Sales Tax

Number	Description
A	**Balance Summary**: Section of the statement that includes the balance and service charge information for all accounts appearing in this statement.
B	**Service Detail**: Includes totals for services used in the current month from all accounts in the relationship.
C	**Trend Analysis**: Displays the most recent six months of average balances and service charges to assist in monitoring trends. Each column has headings that match an item in the Analysis Summary or Balance Summary section.
D	**Balance Adjustments**: Section of the statement that provides details of prior month adjustments that have been made to the Average Collected Balances for the analysis period.



Client Analysis Statement – Relationship Summary

Month YYYY • Page x of y

CUSTOMER NAME

WELLS FARGO

Trend Analysis C

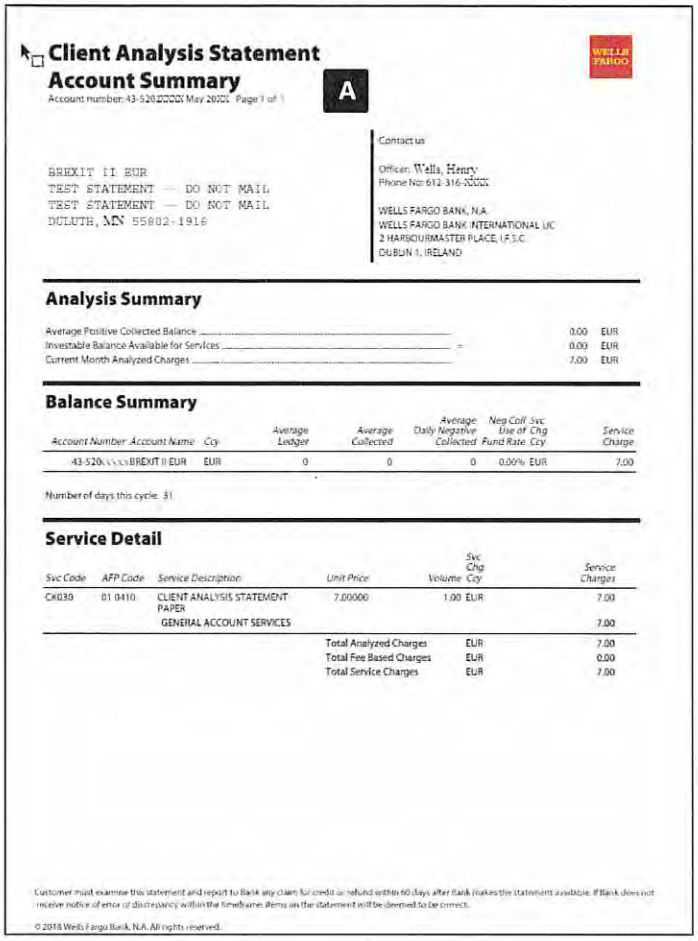
Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balances Available for Service
Mmm YYYY	1,059,806	1,059,806	1,059,806
Mmm YYYY	1,177,996	1,177,996	1,177,996
Mmm YYYY	1,335,761	1,335,761	1,335,761
Mmm YYYY	1,324,688	1,324,688	1,324,688
Mmm YYYY	2,543,878	2,543,878	2,543,878
Mmm YYYY	1,729,390	1,729,390	1,729,390
Average	**1,528,587**	**1,528,587**	**1,528,587**

Month	Earnings Allowance	Fee-Based Charges	Analyzed Charges	Monthly Position
Mmm YYYY	592	125	1,373	-781
Mmm YYYY	601	0	1,502	-901
Mmm YYYY	630	50	1,488	-858
Mmm YYYY	628	0	1,715	-1,087
Mmm YYYY	1,255	100	1,590	=-335
Mmm YYYY	774	50	1,638	-864

Balance Adjustments D

Account Number	Transaction Date	Correction Date	Adjustment Amount	No. of Days	Change in Average Collected Balance	Description
ABC 003-123456T	01/01/XXX	01/01/XXX	15,000.00	5	3,870.97	
	Account Total				3,870.97	
	Grand Total				3,870.97	

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.



Client Analysis Statement
Account Summary

Account number: 43-520 XXXXX May 20XX Page 1 of 1

A

BREXIT II EUR
TEST STATEMENT — DO NOT MAIL
TEST STATEMENT — DO NOT MAIL
DULUTH, MN 55802-1916

Contact us

Officer: Wells, Henry
Phone No: 612-316-XXXX

WELLS FARGO BANK, N.A.
WELLS FARGO BANK INTERNATIONAL UC
2 HARBOURMASTER PLACE, I.F.S.C.
DUBLIN 1, IRELAND

Analysis Summary

Average Positive Collected Balance		0.00	EUR
Investable Balance Available for Services	=	0.00	EUR
Current Month Analyzed Charges		7.00	EUR

Balance Summary

Account Number	Account Name	Ccy	Average Ledger	Average Collected	Average Daily Negative Collected	Neg Coll Use of Fund Rate	Svc Chg Ccy	Service Charge
43-520\XXXX	BREXIT II EUR	EUR	0	0	0	0.00%	EUR	7.00

Number of days this cycle: 31

Service Detail

Svc Code	AFP Code	Service Description	Unit Price	Volume	Svc Chg Ccy	Service Charges
CK030	01 0410	CLIENT ANALYSIS STATEMENT PAPER	7.00000	1.00	EUR	7.00
		GENERAL ACCOUNT SERVICES				7.00
			Total Analyzed Charges		EUR	7.00
			Total Fee Based Charges		EUR	0.00
			Total Service Charges		EUR	7.00

Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within the timeframe, items on the statement will be deemed to be correct.

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Number	Description
A	**Account Summary:** The Account Summary statement provides information specific to the account. This information, in turn, is included and summarized in the Relationship Summary statement.

WELLS FARGO

Account Reconciliation Plan (ARP) service

ARP optional reports

Helping you make better-educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your ARP data

Choose from 14 optional ARP reports — available on an ongoing or as-needed basis — that focus on specific portions of your statement. Our ARP reports allow you to review information and research transactions quickly and easily, helping you eliminate time-consuming searches.

ARP optional reports offer:

Detailed transaction data in 14 specific areas. The areas include paid checks, posted items, outstanding checks, deposit locations, credits, bank-originated entries, stop payments, reversed checks, issue notices not received, voids and cancels, issues this cycle, unpaid checks, matched paid items, and prior payments.

Convenient and timely delivery. Reports can be delivered online through the *Commercial Electronic Office®* (*CEO®*) portal, via transmission, or on paper. They can be delivered with your standard statement or on a regular daily, weekly, monthly, or twice-monthly schedule. You may also request reports at any time during the month on a one-time-only basis through the Treasury Management Client Delivery team. Turnaround time on special requests is one business day.

Sorting to match your needs. We will group, sort, and subtotal activity on your ARP statement and optional reports by a variety of information fields to match your accounting system or information management needs. The default order is by serial number, then by posted date.

Sample reports:

Paid Checks. This report identifies which checks have been paid, calculates their total value, and provides a simple means of investigating "checks paid" discrepancies between your bank statement and internal accounting records.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08 PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	PAID CHECKS REPORT	PERIOD: 05-31-08 TO 05-31-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450201004		5-31-08	20.00	INNR
450201005		5-31-08	200.00	INNR
4050101002	5-30-08	5-30-08	100.00	
4050101004	5-30-08	5-30-08	20.00	
4050101005	5-30-08	5-31-08	200.00	
4050201001		5-31-08	10.00	
4050201002		5-31-08	109.00	INNR
4050201003		5-31-08	1,000.00	
8			1,659.00	TOTAL

continued



Posted Items Listing. This report summarizes all transactions (including detail checks, detail other debits, and detail credits) that are posted to your account (initiated by either you or Wells Fargo) during the accounting period you select.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
POSTED ITEMS LISTING

PRINTED: 06-30-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 06-30-08

SERIAL	AS/OF	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450101004	5-30-08	5-31-08	20.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101004 OURREF: 8-30-00 0000000
450101005	5-30-08	5-31-08	200.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101005 OURREF: 8-30-00 0000000
450201004		5-30-08	20.00	INNR
450201005		5-30-08	200.00	INNR
1400076517		5-31-08	1,330.00	ZERO BALANCE ACCOUNT TRANSFER FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999 00076517
4050201002	5-30-08	5-31-08	100.00	
4050201002	5-30-08	5-31-08	109.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101002 OURREF: 8-30-00 0000000
4050101004	5-30-08	5-31-08	20.00	
4050101005	5-30-08	5-31-08	200.00	
4050201001		5-31-08	10.00	
4050201002		5-31-08	109.00	INNR
4050201003		5-31-08	1,000.00	
8			1,659.00	TOTAL DEBITS & CR.REV.
4			1,659.00	TOTAL CREDITS & DR. REV.

Note: This sample Posted Items Listing report reflects activity for a Full Reconciliation account.

Outstanding Checks.* This report provides a complete, detailed listing of all outstanding checks as of the report date.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
OUTSTANDING CHECKS REPORT

PRINTED: 05-06-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 0-00-00 TO 05-06-08

SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-3-08	1,000.00	0		3051101002	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201003	5-3-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 3
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051301001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18		5,210.00	TOTAL				5,210.00	TOTAL	

Deposit Location. This report includes four sections:
Deposit Detail — lists all deposit-related transactions for each location.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
DEPOSIT DETAIL REPORT

PRINTED: 06-05-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-01-08 TO 5-31-08

LOC REF	POSTED	AS OF	TYPE	AMOUNT	TRANSACTION DESCRIPTION
1	5-09-08		C	400.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX123
1	5-09-08		C	500.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX123
1	5-09-08		D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX555 ORIG SERIAL # 0000000001
1	5-12-08		C	400.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX12
1	5-12-08		C	500.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX12
1	5-06-08		D	1.00	MERCHANT BNKCD FEE 050902 XXXXXXXX999 STORE #11113111249 XXXXXXXXX999+ ROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX
1	5-06-08		C	50.00	MERCHANT BNKCD DEPOSIT 050902 XXXXXXXXX999 STORE #1 XXXXXXXXXX XXXXXXXXX99
1	5-29-08		C	5.00	AMERICAN EXPRESS SETTLEMENT 050929 XXXXXXXX99 STORE 001 XXXXXXXX99XXXXXXXX XXXXXXXX 9+ FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX
CREDITS:	6	TOTAL		1,860.00	
DEBITS:	2	TOTAL		56.00	
TOTAL:	8	TOTAL		1,804.00	FOR LOCATION: STORE #1

Return Detail — lists only returned deposited items.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
RETURNED DETAIL REPORT

PRINTED: 06-05-08 PAGE 2
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-01-08 TO 5-31-08

LOC REF	POSTED	AS OF	TYPE	AMOUNT	TRANSACTION DESCRIPTION
1	5-09-08		D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX555 ORIG SERIAL # 0000000001
TOTAL:	1	TOTAL		50.00	FOR LOCATION: STORE #1

continued

Deposit Recap — summarizes total deposit-related transactions by location by day.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 06-05-08 PAGE 3
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	DEPOSIT RECAP REPORT	PERIOD: 5-01-08 TO 5-31-08

DATE	# ITEMS	AMOUNT
5-06-08	2	49.00
5-09-08	3	650.00
5-15-08	4	900.00
5-29-08	1	5.00
5-30-08	1	15.00
TOTALS	11	

1,819.00 FOR LOCATION: STORE #1

Deposit Summary — summarizes all activity by location, and lists any locations without activity for the period.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 06-05-08 PAGE 4
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	DEPOSIT SUMMARY REPORT	PERIOD: 5-01-08 TO 5-31-08

LOCATION #	LOCATION NAME	# ITEMS	AMOUNT
1	STORE #1	11	1,819.00

CREDITS:	8	TOTAL	1,875.00
DEBITS:	3	TOTAL	56.00
TOTAL:	11	TOTAL	1,819.00 FOR CURRENT ACTIVITY PERIOD

NO DEPOSIT ACTIVITY FOR CURRENT REPORTING PERIOD

2	STORE #2
3	STORE #3

Credits. This report provides a detailed listing of credits and credit reversals. It allows you to sort and subtotal credit transactions to accommodate your specific accounting requirements.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08 PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	CREDITS REPORT	PERIOD: 04-28-08 TO 05-28-08

SERIAL	AS/OF	POSTED	AMOUNT	TRANSACTION DESCRIPTION
		5-01-08	100,000.00	EURODOLLAR SWEEP CREDIT FROM 0000000000 STORE #1 SUB ACCT 00000XXXXX6789
		5-06-08	200,000.00	WT SEQ#12345 ABC CO /ORG=ABC INC SRF#INOXXXXXXXXXX999 TRN XXXXXX12345 RFB# 000000099
		5-20-08	200,000.00	WT SEQ#12345 ABC CO /ORG=ABC INC SRF#INOXXXXXXXXXX999 TRN XXXXXX12345 RFB# 000000099
		5-06-08	1,000.00	DEPOSIT
		5-06-08	2,000.00	WHOLESALE LOCKBOX DEPOSIT
		5-06-08	3,000.00	WHOLESALE LOCKBOX DEPOSIT
1		5-01-08	100.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
1		5-08-08	200.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
1		5-13-08	300.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
1		5-13-08	400.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
1		5-19-08	500.00	Cash Only Customer Deposit FROM 0000000001 STORE #1 SUB ACCT 0000099
11		5-01-08	100.00	DEPOSIT
11		5-07-08	200.00	DEPOSIT
XXXX999		5-23-08	50.00	MERCHANT BNKCD DEPOSIT 050922 XXXXXXXXX999 BEMIDJI16B0338392 XXXXXXXX999
XXXX999		5-26-08	100.00	MERCHANT BNKCD DEPOSIT 050922 XXXXXXXXX999 BEMIDJI16B0338392 XXXXXXXX999
XXXX555		5-27-08	1.00	DISCOVER NETWORK SETTLEMENT 050925 XXXXXXXXXX555ABC HEALTHCARE AXXXXXXXXXX XXXXXXXX555
XXXX555		5-21-08	15.00	DISCOVER NETWORK SETTLEMENT 050920 XXXXXXXXXX555ABC HEALTHCARE AXXXXXXXXXX XXXXXXXX555
32100000		5-26-08	100.00	09/26BANKCARD DEPOSIT -XXXXXX3210
32100000		5-13-08	200.00	09/13BANKCARD DEPOSIT -XXXXXX3210
XXXXXXX456		5-02-08	5,000.00	AMERICAN EXPRESS SETTLEMENT 050902 XXXXXXX456 ABC INC XXXXXXX456XXXXXXX250 XXXXXXX456
XXXXXXX456		5-26-08	5,000.00	AMERICAN EXPRESS SETTLEMENT 050924 XXXXXXX456 ABC INC XXXXXXX456XXXXXXX250 XXXXXXX456
XXXXXXX999		5-20-08	20,000.00	CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 00000XXXXXXX456
XXXXXXX999		5-01-08	50,000.00	CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 00000XXXXXXX456
XXXXXXX123		5-15-08	50,000.00	ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 STORE #1 SUB ACCT 00000XXXXXXX123
23			438,266.00	TOTAL CREDITS
0			0.00	TOTAL CREDITS REVERSALS
23			438,266.00	TOTAL NET CREDITS

Bank Originated Entries. This report delivers a complete, detailed listing of all debit and credit transactions initiated by Wells Fargo.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08 PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	BANK ORIGINATED ENTRIES	PERIOD: 04-28-08 TO 05-28-08

SERIAL	AS/OF	POSTED	AMOUNT	TRANSACTION DESCRIPTION
		4-29-08	268.07	BC
		4-29-08	294.10	BC
		5-15-08	339.96	BC
		5-15-08	339.96	BC
		4-29-08	474.98	BC
		5-21-08	608.62	BC
		5-21-08	608.92	BC
		4-28-08	833.72	BC
		4-31-08	1,330.00	BC
		5-08-08	13,198.54	BD
		5-01-08	13,498.27	BD
		5-15-08	16,974.03	BD
		5-13-08	30,623.71	BD
		5-21-08	37,523.87	BD
		4-29-08	44,385.66	BD
6			156,204.10	TOTAL DEBITS & CR. REV.
9			5,098.33	TOTAL CREDITS & DR. REV.

continued

Stop Payments. This report lists all active stop payments, as well as stop payment renewals, releases, and expirations for the specific reporting period.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
STOP PAYMENTS REPORT

PRINTED: 05-30-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 04-28-08 TO 05-28-08

SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I	
3051100378	9-11-08	3-10-09	273.37	STOP/I	
3051100726	9-13-08	3-12-09	668.96	STOP/R	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI	
3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051301008	9-21-08	3-20-09	10.00	STOP/NI	
6			2,086.21	TOTAL NEW STOP PAYMENTS	
6			2,086.21	TOTAL STOP PAYMENTS	
1			668.96	STOP PAY RELEASES	

Reversed Checks.** This report provides you with a list of checks that were reversed during the current statement cycle due to posting errors, such as dollar values that do not match your issue information. Reversed Issue Notices Not Received (INNRs) are also listed. Bank-originated entries are excluded from the report.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
REVERSED CHECKS REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 05-31-08

SERIAL	REVERSED	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450101004	5-31-08	5-30-08	20.00	REV/CK
450101005	5-31-08	5-30-08	200.00	REV/CK
4050101002	5-31-08	5-30-08	109.00	REV/CK
3			329.00	TOTAL REVERSED CHECKS
0			0.00	TOTAL REVERSED INNRS

Issue Notices Not Received.** This report helps you identify accounting discrepancies between your books and your bank statement by focusing on checks paid during the current statement cycle for which Wells Fargo did not receive an issue notice, or could not match to your issue information.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
ISSUE NOTICES NOT RECEIVED

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 05-31-08

SERIAL	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450101004	5-31-08	20.00	INNR
450101005	5-31-08	200.00	INNR
4050101002	5-31-08	109.00	INNR
3		329.00	TOTAL
		0.00	TOTAL

Voids and Cancels.* This report gives you a complete list of all checks that have either been canceled or voided as of the date indicated on the report.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
VOIDS AND CANCELS REPORT

PRINTED: 05-06-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-06-08 TO 05-06-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
3051101001	5-03-08	5-06-08	10.00	CANCL/I
3051101002	5-03-08	5-06-08	100.00	CANCL/I
3051101003		5-06-08	0.00	VOID
1			0.00	TOTAL VOIDS
2			110.00	TOTAL CANCELS/I
0			0.00	TOTAL CANCELS/NI

continued

Issues This Cycle.* This report recaps your checks-issued information as received by Wells Fargo and is helpful in identifying "checks issued" input errors, as well as the cause of "checks issued" versus "checks paid" differences (INNR activity).

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
ISSUES THIS CYCLE REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 05-31-08

SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
4050201001	5-30-08	10.00	0	PAYEE NAME 1	4050201004	5-30-08	20.00	0	PAYEE NAME 4
4050201002	5-30-08	100.00	0	PAYEE NAME 2	4050201005	5-30-08	200.00	0	PAYEE NAME 5
4050201003	5-30-08	1,000.00	0	PAYEE NAME 3					
5		1,330.00	TOTAL						

Unpaid Checks.* This report provides a detailed listing of transactions that do not affect your account's ledger balance, such as voids, cancellations, stop payments, and outstanding items. Totals for stops and outstanding checks reflect cumulative balances. Totals for voids and cancels represent the current statement cycle's activity.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
UNPAID CHECKS REPORT

PRINTED: 05-05-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-05-08 TO 5-05-08

SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO
3051101001	5-05-08		10.00	0		3051201005	5-05-08		200.00	0	
3051101002	5-05-08		100.00	0		3051201008		5-05-08	10.00	STOP/NI	
3051101003	5-05-08		1,000.00	0		3051301001	5-05-08		10.00	0	
3051101004			20.00	0		3051301002	5-05-08		100.00	0	
3051101005			200.00	0		3051301003	5-05-08		1,000.00	0	
3051201001			10.00	0		3051301004	5-05-08		20.00	0	
3051201002			100.00	0		3051301005	5-05-08		200.00	0	
3051201003			1,000.00	0		3051301006	5-05-08	5-05-08	10.00	CANCL/NI	
3051201004			20.00	0		3051301007	5-05-08		0.00	VOID	
15			3,990.00	TOTAL OUTSTANDINGS							
2			10.00	TOTAL CANCELS & VOIDS							
1			10.00	TOTAL STOP PAYMENTS							

Matched Paid.** This report delivers a detailed list of every check that has been paid during the current statement cycle and matched with your check issue information to help simplify your account reconciliation process.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
MATCHED PAID REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-31-08 TO 5-31-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
4050101002	5-30-08	5-31-08	100.00	
4050101004	5-30-08	5-31-08	20.00	
4050101005	5-30-08	5-31-08	200.00	
4050201001	5-30-08	5-31-08	10.00	
4050201003	5-30-08	5-31-08	1,000.00	
5			1,330.00	TOTAL

Prior Payments.* This report helps you effectively manage and reduce your Issue Notices Not Received (INNR) balance by identifying the checks paid by Wells Fargo during a previous statement cycle, but received as an issue during the current cycle.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
PRIOR PAYMENTS REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-01-08 TO 5-31-08

SERIAL	ISSUE	POSTED	AMOUNT	CODE	SERIAL	ISSUE	POSTED	AMOUNT	CODE
216524	5-12-08	5-31-08	11,539.59	PRIORPAY	216527	5-23-08	5-31-08	421.76	PRIORPAY
2			11,961.35	TOTAL					

*These reports are not available with Partial ARP.
**Issue Notices Not Received, Reversed Checks, and Matched Paid reports are available for Partial ARP only when in conjunction with Positive Pay.

For more information on the ARP service, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

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Previous Day Composite Report

Standard Previous Day Composite Report

As of 10/14/20XX
Company: Henry Wells Inc.
User: Henry Wells 10/17/20XX 05:25 PM ET

Commercial Electronic Office® **Treasury Information Reporting**

Currency: USD
Bank: 000000000
Account: 4000100005(CA)

WELLS FARGO BANK, N.A.
Widgets, Inc.

Balances

Closing Ledger Balance	599,177.00
Closing Collected Balance	.00
Opening Available Balance	3,344,245.77
One Day Float	591,792.00
Two+ Day Float	7,385.00
MTD Average Closing Ledger Balance	451,190.56
MTD Average Closing Collected Balance	.00
Total Credits	3,544,465.89
Total Debits	3,197,095.89
Total Number Credits	9
Total Number Debits	3

Line Of Credit Activity
Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreement.

Previous Day Outstanding Balance	.00
Unused Line Availability	5,000,000.00
Payment Today	.00
Advance Today	.00
New Outstanding Balance	.00
New Unused Loan Amount	5,000,000.00
Obligation Number	0000000893
Obligor	5606937801

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	5	92,194.22
Total Deposits	1	1,942.00
Total Investment Credits	1	6.35
Total Lockbox Credits	1	546,553.60
Total Sweep Credits	1	2,903,769.72
Credit Totals	**9**	**3,544,465.89**

Type of Debit	Number of Items	Amount
Total Sweep Debits	1	2,752,453.77
Total ZBA Debits	2	444,642.12
Debit Totals	**3**	**3,197,095.89**

Credit Transactions

10/14/20XX	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 00000000000 **Unique ID:** 00000091000000080001 NXXXXXXX VENTURES NACHA NMC EA*1*000000000\	**Credit Amount:** **Bank Ref:** IA100200009000	60,019.56
	MISCELLANEOUS ACH CREDIT Total	**Credit Amount**	**92,194.22**
10/14/20XX	354 / INTEREST CREDIT **Cust Ref:** 00000000000 STAGECOACH SWEEP INTEREST PAYMENT	**Credit Amount:** **Bank Ref:** IA000099900000	6.35
10/14/20XX	115 / LOCKBOX DEPOSIT **Cust Ref:** 00005144620 **Float-Zero Day:** 4,392.00 **One Day:** 542,161.00 **Two+ Day:** .00 WHOLESALE LOCKBOX DEPOSIT FREMONT BOX 5000000 DEPOSIT 1	**Credit Amount:** **Bank Ref:** IA007080007000	546,553.60
10/14/20XX	301 / COMMERCIAL DEPOSIT **Cust Ref:** 00000000000 **Float-Zero Day:** .00 **One Day:** 1,942.00 **Two+ Day:** .00 DESKTOP CHECK DEPOSIT	**Credit Amount:** **Bank Ref:** IA000200050007	1,942.00
10/14/20XX	246 / INVEST ACCOUNT CREDIT **Cust Ref:** 00000000000	**Credit Amount:** **Bank Ref:** IA101200000000	2,903,769.72

	Cust Ref: 00000000000 Bank Ref: IA101400000000 STAGECOACH SWEEP CREDIT		
	Credit Total **Float-Zero Day:** 3,000,360.00 **One Day:** 544,103.00 **Two+ Day:** .00	**Credit Amount**	**3,544,465.89**

Debit Transactions

10/14/20XX	546 / INVEST ACCOUNT DEBIT **Cust Ref:** 00000000000 **Bank Ref:** IA101400000000 STAGECOACH SWEEP DEBIT	**Debit Amount:**	2,752,453.77
10/14/20XX	577 / ZBA DEBIT TRANSFER **Cust Ref:** 00000000000 **Bank Ref:** IA101400000000 ZBA FUNDING ACCOUNT TRANSFER TO 4000100001	**Debit Amount:**	364,804.03
10/14/20XX	577 / ZBA DEBIT TRANSFER **Cust Ref:** 00000000000 **Bank Ref:** IA101400000000 ZBA FUNDING ACCOUNT TRANSFER TO 4000100003	**Debit Amount:**	79,838.09
	ZBA DEBIT TRANSFER Total	**Debit Amount**	**444,642.12**
	Debit Total	**Debit Amount**	**3,197,095.89**
	Account Net Amount		**347,370.00**

Currency: USD
Bank: 000000000

Balances

Closing Ledger Balance	599,177.00
Closing Collected Balance	.00
Opening Available Balance	3,344,245.77
One Day Float	591,792.00
Two+ Day Float	7,385.00
MTD Average Closing Ledger Balance	451,190.56
MTD Average Closing Collected Balance	.00
Total Credits	17,321,321.47
Total Debits	16,973,951.47
Total Number Credits	42
Total Number Debits	9

Line Of Credit Activity
Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreement.

Previous Day Outstanding Balance	.00
Unused Line Availability	5,000,000.00
Payment Today	.00
Advance Today	.00
New Outstanding Balance	.00
New Unused Loan Amount	5,000,000.00
Obligation Number	N/A
Obligor	N/A

Grand Total For Currency: USD

Balances

Closing Ledger Balance	599,177.00
Closing Collected Balance	.00
Opening Available Balance	3,344,345.78
One Day Float	591,792.00
Two+ Day Float	7,385.00
MTD Average Closing Ledger Balance	451,190.56
MTD Average Closing Collected Balance	.00
Total Credits	22,416,028.43
Total Debits	22,068,658.43
Total Number Credits	48
Total Number Debits	72

Sweep Activity

Sweep Ending Balance	2,360.59
Funds Pending Inv/Red	-2,260.58
Pending Investment Position	100.01
Shares Purchased(Credit)	.00
Shares Redeemed(Debit)	.00
Dividends Paid	.00
Fund Yield	N/A
SEC Yield(7-Day Average)	N/A
Accrued Dividends Month-To-Date	.15
Last Month's Dividends	.01

Last Month's Dividends	.01
Dividends Year-To-Date	.51

Line Of Credit Activity
Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreement.

Previous Day Outstanding Balance	.00
Unused Line Availability	5,000,000.00
Payment Today	.00
Advance Today	.00
New Outstanding Balance	.00
New Unused Loan Amount	5,000,000.00
Obligation Number	N/A
Obligor	N/A

Intraday Composite Report

As of 10/17/20XX
CUSTOMER ID: ABCD1234
OPERATOR ID: DEMO123

WIDGETS, INC.
10/17/20xx 05:20 PM ET

Commercial Electronic Office® — **Treasury Information Reporting**

Currency: USD
Bank: 000000000
Account: 200050004(IA)

WELLS FARGO BANK, N.A.
Widgets, Inc.

Balances

Opening Ledger Balance	35,546,807.65
Opening Available Balance	35,546,807.65
Current Ledger Balance	71,893,974.95
Current Available Balance	62,189,600.56
One Day Float	9,704,893.97
Two+ Day Float	.00
Back Value Adjustment to Opening Ledger	.00
Back Value Adjustment to Opening Available	.00
Change in Available Balance Since Opening	26,642,792.91
Today's Credits	36,377,153.93
Today's Debits	29,986.63
Total Number Credits	42
Total Number Debits	32

Summaries

Type of Credit	Number of Items	Amount
Total ACH Concentration Credits	14	21,341,830.21
Total ACH Credits	14	389,046.12
Total Deposits	13	14,645,314.97
Total Wire Transfer Credits	1	962.63
Credit Totals	**42**	**36,377,153.93**

Type of Debit	Number of Items	Amount
Total Adjustment Debits	28	19,333.51
Total Miscellaneous Debits	1	519.58
Total Pre-Authorized ACH Debits	3	10,133.54
Debit Totals	**32**	**29,986.63**

Credit Transactions

10/17/2016	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 0021000000	**Credit Amount:** **Bank Ref:** 000000 009900038588 CK	117,141.55
10/17/2016	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 0020000000	**Credit Amount:** **Bank Ref:** 000000 009900038590 CK	79,520.48
10/17/2016	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 0022000000	**Credit Amount:** **Bank Ref:** 000000 009900087405 CK	54,142.10
10/17/2016	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 0021000000	**Credit Amount:** **Bank Ref:** 000000 009900087403 CK	36,252.88
10/17/2016	169 / MISCELLANEOUS ACH CREDIT **Cust Ref:** 0022000000	**Credit Amount:** **Bank Ref:** 000000 009900016432 CK	22,813.98
10/17/2016	301 / COMMERCIAL DEPOSIT **Cust Ref:** 0000000000 **Float-Zero Day:** 54,733.13 **One Day:** 274,038.36 **Two+ Day:** 0.00	**Credit Amount:** **Bank Ref:** 010000 000280000007 CK	328,771.49
	COMMERCIAL DEPOSIT Total **Float-Zero Day:** 921,012.62 **One Day:** 4,005,352.83 **Two+ Day:** 0.00	**Credit Amount**	**4,926,365.45**
10/17/2016	206 / BOOK TRANSFER CREDIT **Cust Ref:** COMPLETE **Unique ID:** RG000017140005 **Wells Ref:** 000017140005 000003000960006 ARBITA ITR VAR IRR & RT RRR CLIENT 000 PAYMENT CLEARING ACCOUNT 1000AR RAMF RD ES MOINES IA 00028-0001 WELLS FARGO BANK, NA SAN FRANCISCO, CA SW000000233 RFB=SW000000233 OBI =00090005 sending email with account and effective dates /FTR/ BNF=D 000000200050004 Xxxxx Xxx xx Xxxx Services BBI=00090005	**Credit Amount:** **Bank Ref:**	962.63

Completed Timestamp 000017150007 (Time Released)

Credit Total **Credit Amount** **36,377,153.93**
Float-Zero Day: 26,672,259.96 **One Day:** 9,704,893.97 **Two+ Day:** 0.00

Debit Transactions

10/17/2016	695 / DEPOSIT CORRECTION DEBIT **Cust Ref:** **Bank Ref:** 000000 009910000000 TM Deposit $937,702.90 on 10/1300000000000000AJ0004A-0001400008	**Debit Amount:**	5,417.31
10/17/2016	695 / DEPOSIT CORRECTION DEBIT **Cust Ref:** **Bank Ref:** 000000 000009520004 TM Deposit $937,702.90 on 10/1300000000000000AJ4000A-0001400005	**Debit Amount:**	150.00
	DEPOSIT CORRECTION DEBIT Total	**Debit Amount**	**19,333.51**
10/17/2016	455 / PREAUTHORIZED ACH DEBIT **Cust Ref:** 100040005400009 **Unique ID:** 00000090004200010002 COMPANY NAME: RRRRRFREE ENTRY DESC: REVERSIBLE RECIPIENT ID: 000009999000NEG RECIPIENT NAME:BUSINESS CO COMPANY ID: 5555555555 ENTRY CLASS CODE: CCD DISCRETIONARY DATA: C1 TRANSACTION CODE: 27	**Debit Amount:** **Bank Ref:**	306.29
	PREAUTHORIZED ACH DEBIT Total	**Debit Amount**	**10,133.54**
	Debit Total	**Debit Amount**	**29,986.63**
	Account Net Amount		**36,347,167.30**

Grand Total For Currency: USD

Balances

Opening Ledger Balance	54,459,199.98
Opening Available Balance	82,049,320.61
Current Ledger Balance	69,724,513.63
Current Available Balance	81,987,386.12
One Day Float	15,577,392.69
Two+ Day Float	10,887.89
Back Value Adjustment to Opening Ledger	.00
Back Value Adjustment to Opening Available	.00
Change in Available Balance Since Opening	-61,934.49
Today's Credits	253,694,083.29
Today's Debits	238,166,619.63
Total Number Credits	374
Total Number Debits	71

---- END OF REPORT ----

Commercial Checking Account

Account number: 123456 ■ March 27, 20XX - April 28, 20XX ■ Page 1 of 1

WELLS FARGO

ABC CORPORATION
FIDUCIARY ACCOUNT
123 MAIN STREET
ANYTOWN, USA 12345

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (300)
Minneapolis Wholesale
PO Box 63020
San Francisco, CA 94163

Account summary

Commercial Checking Account

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
1234567	$0.00	$35,182,791.00	-$35,182,791.00	$0.00

Credits

Electronic deposits/bank credits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	04/27	1,293.00	Online Transfer Ref #Bbl22H474F From 1234567 on 03/02/2010 1207 PM
	04/27	1,234.00	Online Transfer Ref #Bblmfs4Stx From 1234567 on 03/02/2010 1102 Am
		$35,182,791.00	**Total electronic deposits/bank credits**
		$35,182,791.00	**Total credits**

Debits

Checks paid

Number	*Amount*	*Date*	*Number*	*Amount*	*Date*	*Number*	*Amount*	*Date*
12345	3,101.00	04/27	31023 ^	4,200.00	04/28	3100112	5,000,000.00	04/27
13101 ^^	1,880.00	04/27	31024 ^	2,550.00	04/28	3100113	5,000,000.00	04/27

$35,182,791.00 **Total checks paid**

* *Gap in check sequence.*

^ ***Converted check:*** *Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged. See section below for item details.*

Converted check information

Check	*Transaction detail*
The following checks were converted to electronic transactions. Image not available.	
13101	Wqa CO F Wqa00Sdf 111111 13101 1234567
13102	Wqa CO F Wqa00Sdf 111111 13102 1234567

$35,182,791.00 **Total debits**

Daily ledger balance summary

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
03/26	0.00	04/27	0.00	04/28	0.00

Average daily ledger balance **$0.00**

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Account analysis

Sample Client Analysis Statement

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

WELLS FARGO

RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
WAYZATA OFFICE
POST OFFICE BOX B 514
ANYTOWN, ST 12345-1234

February 2008
Page 1 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

CUSTOMER NAME
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

ANALYSIS SUMMARY

Average Positive Collected Balance	$	144,045.16
Reserve Requirement @ 10.00 %	-	14,404.52
Investable Balance Available for Services	=	129,640.64
Earnings Allowance @ 0.15 %	$	14.88
Current Month Analyzed Charges	-	194.50
Current Month Position	=	(179.62)
Net Shortfall Due	$	179.62
State Sales Tax	+	1.24
City Sales Tax	+	0.25
Local Sales Tax	=	0.25
Total Shortfall Due	=	**181.36**
Current Month Fee based Charges	$	5.85 *
Total Amount Due	$	**187.21**

*Charges not offset by balances

Number of days this cycle: 28
Investable balance required to offset $1.00 of analyzed charges: $ 9,682.54
Balance required to cover all analyzed charges: $ 1,812.668

TOTAL AMOUNT DUE WILL BE DEBITED TO ACCOUNT #395-5009393 ON MARCH 20, 2008.

BALANCE SUMMARY

Acount Number	Acount Name	Average Ledger	Average Collected	Average Daily negative Coll	Negative Coll Use of Fund Rate	Service Charge
*395-5009393	Account name 1	143,645	143,645			171.85
530-0919074	Account name 2	3,561	3,561			28.50

*Indicates billing account

300 515 9594 C3 Z2040 06/03/08 1

continued on reverse side

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TM-1185 - 03/09

Sample Client Analysis Statement (continued)

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

RELATIONSHIP SUMMARY

CUSTOMER NAME

February 2008
Page 2 of 4

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	2.00	27.00 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85 *
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	7.00	17.50
		General Account Services			**50.35**
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			**150.00**

Total Analyzed Charges	194.50
* Total Fee Based Charges	5.85
Total Service Charges	200.35

T=Service Subject to Sales Tax

BALANCE ADJUSTMENTS

Account	Transaction Date	Correction Date	Adjustment Amount	Number of Days	Change in Average Collected Balance	Description
DDA 395-5009393	02/01/06	02/28/06	73,000.00	28	(506,290.32)	Balance Adjustment
	Account Total				**(506,290.32)**	
	Grand Total				**(506,290.32)**	

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

ACCOUNT SUMMARY

ACCOUNT NAME 1
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

February 2008
Page 4 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
395-5009393	Account Name 1	143,645	143,645			171.85

Number of days this cycle: 28
Investable balance required to offset $1.00 of analyzed charges: $ 8,721.63
Balance required to cover all analyzed charges: $ 1,447,790

SERVICE DETAIL

SVC Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	1.00	13.50 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85 *
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	1.00	2.50
		General Account Services			**21.85**
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			**150.00**

Total Analyzed Charges	166.00
* Total Fee-Based Charges	5.85
Total Service Charges	171.85

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

wellsfargo.com/com

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TM-1185 - 03/09

Bill Presentment

155 5TH STREET
SUITE 1100
SAN FRANCISCO CA 94103

CORPORATE CONTACT:
CORPORATE CONTACT PHONE: (111)222-2863
CORPORATE NUMBER: 00577

STATEMENT DATE	POSTING BEGIN DATE	POSTING END DATE	NUMBER OF DAYS UNTIL PAYMENT DUE
MAR 31,20xx	MAR 01,20xx	MAR 31,20xx	5

STATEMENT SUMMARY TOTALS

DESCRIPTION:	NUMBER:	AMOUNT:
PREVIOUS BALANCE		1,270,445.68
PAYMENTS	1	1,270,445.68
PAYMENT REVERSALS		
PURCHASE TRANSACTIONS	1872	1,349,846.85
MERCHANT CREDIT TRANSACTIONS	49	35,200.96-
DEBIT ADJUSTMENTS		
CREDIT ADJUSTMENTS		

THIS STATEMENT PAYMENT DUE: PAYMENT DUE DATE: APR 10,20xx AMOUNT DUE: 1,314,645.89

YOUR WELLS FARGO ACCOUNT 1234567890 WILL BE AUTOMATICALLY DEBITED FOR THE AMOUNT DUE ON THE PAYMENT DUE DATE(S) ABOVE

STATEMENT DETAILS

PAYMENTS AND PAYMENT REVERSALS:

POSTING DATE	PAYMENT AMOUNT	PAYMENT REVERSAL AMOUNT
MAR 25,20xx	1,270,445.68	

PURCHASE AND MERCHANT CREDIT TRANSACTIONS:

POSTING DATE	DEBIT COUNT	DEBIT AMOUNT	CREDIT COUNT	CREDIT AMOUNT
MAR 01,20xx	147	131,879.71	1	660.42-
MAR 02,20xx	42	21,079.09	2	1,322.78-
MAR 03,20xx	64	41,154.13	1	755.00-

WELLS FARGO	STATEMENT OF ACCOUNT	PRINTED: 09-01-XX PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	SSSSS SERVICES 3885 CCCCCC RD	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 9999999999 BANK: 00259	REPORT LIST & ARP CODE GLOSSARY	PERIOD: 8-04-XX TO 8-31-XX

REPORT NAME	TYPE	MEDIA	DELIVERY CYCLE	CONTENT DESCRIPTION
DETAIL CREDITS	STANDARD	PAPER	WEEKLY/FISCAL	REPORTS ALL CREDIT TRANSACTIONS
DETAIL CHECKS	STANDARD	PAPER	WEEKLY/FISCAL	REPORTS ALL POSTED CHECKS, REVERSED CHECKS AND STOP PAYMENTS
DETAIL OTHER DEBITS	STANDARD	PAPER	WEEKLY/FISCAL	REPORTS ALL DEBIT TRANSACTIONS
BALANCE BY DATE	STANDARD	PAPER	WEEKLY/FISCAL	SUMMARIZES POSTED TRANSACTIONS AND BALANCES BY DAY
ISSUE BY DATE	STANDARD	PAPER	WEEKLY/FISCAL	SUMMARIZES REGISTER TRANSACTIONS BY PROCESSING DAY
INPUT NOT ACCEPTED	STANDARD	PAPER	WEEKLY/FISCAL	SUMMARIZES REGISTER TRANSACTIONS NOT ACCEPTED IN THE PERIOD
RECAP	STANDARD	PAPER	WEEKLY/FISCAL	SUMMARIZES POSTED TRANSACTIONS FOR THE PERIOD
POSITIVE PAY EXCEPTIONS	STANDARD	ELCTRONIC RPTS	DAILY	REPORTS ALL POSITIVE PAY EXCEPTION CHECKS

CODE	DEFINITION
BLANK	PAID CHECK
STOP	STOP PAYMENT REQUESTED
REV/CK	REVERSED CHECK UNPAID
D	DEPOSIT
BC	BANK CREDIT
BD	BANK DEBIT
ZBC	ZERO BALANCE CREDIT
DCC	DEPOSIT CORRECTION CREDIT
DCD	DEPOSIT CORRECTION DEBIT

CODE	DEFINITION
STOP/EXP	STOP PAYMENT EXPIRED
STOP/R	STOP PAYMENT RELEASED
R	REVERSAL (DEPOSIT OR CHECK)
RBC	REVERSAL OF BANK CREDIT
RBD	REVERSAL OF BANK DEBIT
ZBD	ZERO BALANCE DEBIT
RCC	REVERSAL OF DEPOSIT CORRECTION CREDIT
RCD	REVERSAL OF DEPOSIT CORRECTION DEBIT

REFERENCE	POSTED	AS/OF	AMOUNT	CODE
	8-27-XX		4,501.15	BC
	8-28-XX		4,502.15	BC
	8-31-XX		4,503.15	BC
4999101	8-28-XX	8-25-XX	3,000.00	R
4999102	8-28-XX	8-25-XX	333.33	R
4999103	8-28-XX	8-25-XX	33.33	R
4999104	8-28-XX	8-25-XX	33,333.33	R
4999201	8-31-XX	8-26-XX	3,000.00	R
4999202	8-31-XX	8-26-XX	333.33	R
4999203	8-31-XX	8-26-XX	33.33	R
4999204	8-31-XX	8-26-XX	33,333.33	R
2888501101	8-28-XX	8-27-XX	4,501.01	R
2888501102	8-28-XX	8-27-XX	4,501.02	R
2888501201	8-28-XX	8-27-XX	4,501.06	R
2888501202	8-28-XX	8-27-XX	4,501.07	R
2888501301	8-28-XX	8-27-XX	4,501.11	R
2888501302	8-28-XX	8-27-XX	4,501.12	R
2888502101	8-31-XX	8-28-XX	4,502.01	R
2888502102	8-31-XX	8-28-XX	4,502.02	R
2888111101	8-31-XX	8-28-XX	4,502.06	R
2888111102	8-31-XX	8-28-XX	4,502.07	R
2992222201	8-31-XX	8-28-XX	4,502.11	R
2992222202	8-31-XX	8-28-XX	4,502.12	R
4079009997	8-28-XX		32,492.07	BC
4079009998	8-31-XX		55,011.69	BC
4079009999	8-27-XX		91,256.83	BC
26			319,685.80	TOTAL CREDITS POSTED

SERIAL	POSTED	AS/OF	AMOUNT	CODE	OPTIONAL INFO	SERIAL	POSTED	AS/OF	AMOUNT	CODE	OPTIONAL INFO
4999101	8-27-XX	8-25-XX	3,000.00	REV/CK		2559995103*	2-27-XX		2,505.03	STOP	
4999102	8-28-XX	8-27-XX	300.00			2559995203*	2-27-XX		2,505.08	STOP	
4999102*	8-27-XX	8-25-XX	333.33	REV/CK		2559995303*	2-27-XX		2,505.13	STOP	
4999103	8-27-XX	8-25-XX	33.33	REV/CK		2559996103*	3-02-XX		2,506.03	STOP	
4999104	8-27-XX	8-25-XX	33,333.33	REV/CK		2559996203*	3-02-XX		2,506.08	STOP	
4999201*	8-28-XX	8-26-XX	3,000.00	REV/CK		2559996303*	3-02-XX		2,506.13	STOP	
4999202	8-31-XX	8-28-XX	300.00			2559999103*	3-04-XX		2,507.03	STOP	
4999202*	8-28-XX	8-26-XX	333.33	REV/CK		2559999203*	3-04-XX		2,507.08	STOP	
4999203	8-28-XX	8-26-XX	33.33	REV/CK		2559999303*	3-04-XX		2,507.13	STOP	
4999204	8-28-XX	8-26-XX	33,333.33	REV/CK		2559998103*	3-27-XX		2,508.03	STOP	
4999301*	8-31-XX	8-27-XX	3,000.00	REV/CK		2559998203*	3-27-XX		2,508.08	STOP	
4999302	8-31-XX	8-27-XX	333.33	REV/CK		2559998303*	3-27-XX		2,508.13	STOP	
4999303	8-31-XX	8-27-XX	33.33	REV/CK		2559999103*	3-30-XX		2,509.03	STOP	
4999304	8-31-XX	8-27-XX	33,333.33	REV/CK		2559999203*	3-30-XX		2,509.08	STOP	
49991203*	8-28-XX	8-27-XX	33.33			2559999303*	3-30-XX		2,509.13	STOP	
49991204	8-28-XX	8-27-XX	3,000.00			2551510103*	4-01-XX		2,510.03	STOP	
41111103*	8-31-XX	8-28-XX	33.33			2551510203*	4-01-XX		2,510.08	STOP	
41111104	8-31-XX	8-28-XX	3,000.00			2551510303*	4-01-XX		2,510.13	STOP	
2339995103*	12-31-XX		1,505.03	STOP		2551511103*	4-01-XX		2,511.03	STOP	
2336543203*	12-31-XX		1,505.08	STOP		2551511203*	4-01-XX		2,511.08	STOP	
2336543303*	12-31-XX		1,505.13	STOP		2551511303*	4-01-XX		2,511.13	STOP	
2339999103*	1-30-XX		1,509.03	STOP		2551512103*	4-02-XX		2,512.03	STOP	
2339999203*	1-30-XX		1,509.08	STOP		2551512203*	4-02-XX		2,512.08	STOP	
2339999303*	1-30-XX		1,509.13	STOP		2551512303*	4-02-XX		2,512.13	STOP	
2331510103*	8-04-XX		1,510.03	STOP		2777401103*	3-04-XX		3,401.03	STOP	
2331510203*	8-04-XX		1,510.08	STOP		2777401203*	3-04-XX		3,401.08	STOP	
2331510303*	8-04-XX		1,510.13	STOP		2777401303*	3-04-XX		3,401.13	STOP	
2441411103*	8-31-XX		2,411.03	STOP/EXP		2777408103*	6-27-XX		3,408.03	STOP	
2441411203*	8-31-XX		2,411.08	STOP/EXP		2777408203*	6-27-XX		3,408.08	STOP	
2441411303*	8-31-XX		2,411.13	STOP/EXP		2777408303*	6-27-XX		3,408.13	STOP	
2441412103*	3-03-XX		2,412.03	STOP		2777409103*	6-30-XX		3,409.03	STOP	
2441412203*	3-03-XX		2,412.08	STOP		2777409203*	6-30-XX		3,409.08	STOP	
2441412303*	3-03-XX		2,412.13	STOP		2777409303*	6-30-XX		3,409.13	STOP	
2449992103*	8-27-XX		2,502.03	STOP/EXP		2777410103*	6-30-XX		3,410.03	STOP	
2441111103*	8-27-XX		2,502.08	STOP/EXP		2777410203*	6-30-XX		3,410.08	STOP	
2442222203*	8-27-XX		2,502.13	STOP/EXP		2777410303*	6-30-XX		3,410.13	STOP	
2444444403*	8-27-XX		2,503.08	STOP/EXP		2777501103*	5-27-XX		3,501.03	STOP	
2445555503*	8-27-XX		2,503.13	STOP/EXP		2777501203*	5-27-XX		3,501.08	STOP	
2446666603*	8-28-XX		2,504.03	STOP/EXP		2777501303*	5-27-XX		3,501.13	STOP	
2447777703*	8-28-XX		2,504.08	STOP/EXP		2777502103*	5-28-XX		3,502.03	STOP	
2448888803*	8-28-XX		2,504.13	STOP/EXP		2777502203*	5-28-XX		3,502.08	STOP	

SERIAL	POSTED	AS/OF	AMOUNT	CODE	OPTIONAL INFO	SERIAL	POSTED	AS/OF	AMOUNT	CODE	OPTIONAL INFO
2777111103*	5-28-XX		3,502.13	STOP		2990000003*	8-29-XX		4,406.08	STOP	
2552222203*	5-29-XX		3,503.03	STOP		2999876503*	8-29-XX		4,406.13	STOP	
2553333303*	5-29-XX		3,503.08	STOP		2999876603*	8-29-XX		4,407.03	STOP	
2554444403*	5-29-XX		3,503.13	STOP		2999876703*	8-29-XX		4,407.08	STOP	
2556666603*	5-29-XX		3,504.03	STOP		2999876803*	8-29-XX		4,407.13	STOP	
2557777703*	5-29-XX		3,504.08	STOP		2999876903*	9-30-XX		4,410.03	STOP	
2558888803*	5-29-XX		3,504.13	STOP		2999877003*	9-30-XX		4,410.08	STOP	
2559999903*	6-01-XX		3,505.03	STOP		2999877103*	9-30-XX		4,410.13	STOP	
2556543203*	6-01-XX		3,505.08	STOP		2888411103*	10-01-XX		4,411.03	STOP	
2556543303*	6-01-XX		3,505.13	STOP		2888411203*	10-01-XX		4,411.08	STOP	
2557894503*	6-29-XX		3,507.03	STOP		2888411303*	10-01-XX		4,411.13	STOP	
2557894603*	6-29-XX		3,507.08	STOP		2888501101*	8-27-XX		4,501.01	REV/CK	
2559999303*	6-29-XX		3,507.13	STOP		2888501102	8-28-XX	8-27-XX	21.21		
2777508103*	6-30-XX		3,508.03	STOP		2888501102*	8-27-XX		4,501.02	REV/CK	
2777508203*	6-30-XX		3,508.08	STOP		2888501103	8-27-XX		4,501.03	STOP	
2777508303*	6-30-XX		3,508.13	STOP		2888501104	8-27-XX		4,501.04		
2777509103*	7-01-XX		3,509.03	STOP		2888501110*	8-27-XX		4,501.51		
2777509203*	7-01-XX		3,509.08	STOP		2888501111	8-27-XX		4,501.52		
2777509303*	7-01-XX		3,509.13	STOP		2888501200*	8-27-XX		4,501.05		
2777510103*	7-02-XX		3,510.03	STOP		2888501201	8-27-XX		4,501.06	REV/CK	
2777510203*	7-02-XX		3,510.08	STOP		2888501202	8-28-XX	8-27-XX	2,100.02		
2777510303*	7-02-XX		3,510.13	STOP		2888501202*	8-27-XX		4,501.07	REV/CK	
2777511103*	7-30-XX		3,511.03	STOP		2888501203	8-27-XX		4,501.08	STOP	
2777511203*	7-30-XX		3,511.08	STOP		2888501204	8-27-XX		4,501.09		
2777511303*	7-30-XX		3,511.13	STOP		2888501300*	8-27-XX		4,501.10		
2777512103*	7-31-XX		3,512.03	STOP		2888501301	8-27-XX		4,501.11	REV/CK	
2777512203*	7-31-XX		3,512.08	STOP		2888501302	8-28-XX	8-27-XX	21.21		
2777512303*	7-31-XX		3,512.13	STOP		2888501302*	8-27-XX		4,501.12	REV/CK	
2888402103*	7-30-XX		4,402.03	STOP		2888501303	8-27-XX		4,501.13	STOP	
2888402203*	7-30-XX		4,402.08	STOP		2888501304	8-27-XX		4,501.14		
2888402303*	7-30-XX		4,402.13	STOP		2888502101*	8-28-XX		4,502.01	REV/CK	
2888403103*	8-01-XX		4,403.03	STOP		2888502102	8-31-XX	8-28-XX	21.21		
2888403203*	8-01-XX		4,403.08	STOP		2888502102*	8-28-XX		4,502.02	REV/CK	
2888403303*	8-01-XX		4,403.13	STOP		2888502103	8-27-XX		4,502.03	STOP	
2888404103*	8-04-XX		4,404.03	STOP		2888502104	8-28-XX		4,502.04		
2888404203*	8-04-XX		4,404.08	STOP		2888502110*	8-28-XX		4,502.51		
2888404303*	8-04-XX		4,404.13	STOP		2888502111	8-28-XX		4,502.52		
2888405103*	8-05-XX		4,405.03	STOP		2888111100*	8-28-XX		4,502.05		
2888405203*	8-05-XX		4,405.08	STOP		2888111101	8-28-XX		4,502.06	REV/CK	
2888405303*	8-05-XX		4,405.13	STOP		2888111102	8-31-XX	8-28-XX	2,100.02		
2888406103*	8-29-XX		4,406.03	STOP		2888111102*	8-28-XX		4,502.07	REV/CK	

A WELLS FARGO | STATEMENT OF ACCOUNT | PRINTED: 09-01-XX PAGE 5

ACCOUNT: 9999999999 BANK: 00259 | DETAIL CHECKS | PERIOD: 8-04-XX TO 8-31-XX

SERIAL	POSTED	AS/OF	AMOUNT	CODE	OPTIONAL INFO	SERIAL	POSTED	AS/OF	AMOUNT	CODE	OPTIONAL INFO
2888111103	8-27-XX		4,502.08	STOP		2994444400*	8-31-XX		4,503.05		
2888111104	8-28-XX		4,502.09			2994444401	8-31-XX		4,503.06	REV/CK	
2992222200*	8-28-XX		4,502.10			2994444402	8-31-XX		4,503.07	REV/CK	
2992222201	8-28-XX		4,502.11	REV/CK		2994444403	8-28-XX		4,503.08	STOP	
2992222202	8-31-XX	8-28-XX	21.21			2994444404	8-31-XX		4,503.09		
2992222202*	8-28-XX		4,502.12	REV/CK		2995555500*	8-31-XX		4,503.10		
2992222203	8-27-XX		4,502.13	STOP		2995555501	8-31-XX		4,503.11	REV/CK	
2992222204	8-28-XX		4,502.14			2995555502	8-31-XX		4,503.12	REV/CK	
2993333301*	8-31-XX		4,503.01	REV/CK		2995555503	8-28-XX		4,503.13	STOP	
2993333302	8-31-XX		4,503.02	REV/CK		2995555504	8-31-XX		4,503.14		
2993333303	8-28-XX		4,503.03	STOP		2996666603*	8-31-XX		4,504.03	STOP	
2993333304	8-31-XX		4,503.04			2997777703*	8-31-XX		4,504.08	STOP	
2993333310*	8-31-XX		4,503.51			2998888803*	8-31-XX		4,504.13	STOP	
2993333311	8-31-XX		4,503.52								

* * * * *

AS/OF 08/25 08/27 08/25 08/25 08/25 08/26 08/28 08/26 08/26 08/26 08/27 08/27 08/27 08/27 08/27 08/27 08/28 08/28 08/27 08/27 08/27

1001

	COUNT	AMOUNT		COUNT	AMOUNT
BLANK	33	105,497.89	STOP/EXP	11	27,257.93
STOP	117	397,395.36	STOP/R	0	0.00
REV/CK	30	191,137.14			

1002

REFERENCE	POSTED	AS/OF	AMOUNT	CODE	REFERENCE	POSTED	AS/OF	AMOUNT	CODE
4079009999	8-28-XX		4,501.15	BD	4079009998	8-31-XX		4,502.15	BD
2			9,003.30	TOTAL OTHER DEBITS					

CHECK CONVERTED TO AN ELECTRONIC FORMAT BY YOUR PAYEE OR DESIGNATED REPRESENTATIVE. CHECKS CONVERTED TO ELECTRONIC FORMAT CANNOT BE RETURNED IN YOUR STATEMENT, COPIED OR IMAGED. SEE SECTION BELOW FOR ITEM DETAILS.

CONVERTED CHECK INFORMATION

SERIAL	POSTED	AS/OF	AMOUNT	TRANSACTION DESCRIPTION
22222	6-02-XX		999.00	

1003

WELLS FARGO	STATEMENT OF ACCOUNT	PRINTED: 09-01-XX PAGE 8
ACCOUNT: 9999999999 BANK: 00259	BALANCE BY DATE	PERIOD: 8-04-XX TO 8-31-XX

	DEBITS				CREDITS			BALANCE
DATE	CHECKS POSTED		OTHER DEBITS		DEPOSITS POSTED		OTHER CREDITS	
8-03-XX								<50,746.46>
8-27-XX	17	95,214.83	0	0.00	0	0.00	2 95,757.98	<50,203.31>
8-28-XX	23	100,703.60	1	4,501.15	0	0.00	12 100,700.60	<54,707.46>
8-31-XX	23	100,716.60	1	4,502.15	0	0.00	12 123,227.22	<36,698.99>
TOTAL	63	296,635.03	2	9,003.30	0	0.00	26 319,685.80	
						ENDING STATEMENT BALANCE		<36,698.99>

1004

ACCOUNT: 9999999999 BANK: 00259 | ISSUE BY DATE | PERIOD: 8-04-XX TO 8-31-XX

	- - - - I S S U E S - - - -		- - - C A N C E L S - - - -		- B A N K C A N C E L S -
POSTED	COUNT	AMOUNT	COUNT	AMOUNT	COUNT	AMOUNT
8-27-XX	0 34	109,987.80	0	0.00		0.00
8-28-XX	17	55,010.40	0	0.00	0	0.00
8-31-XX	17	55,021.40	0	0.00	0	0.00
TOTALS	68	220,019.60	0	0.00	0	0.00

1005

WELLS FARGO	STATEMENT OF ACCOUNT	PRINTED: 09-01-XX PAGE 10
P.O. BOX 63020 SAN FRANCISCO, CA 94163	SSSSS SERVICES	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 9999999999 BANK: 00259	RECAP	PERIOD: 8-04-XX TO 8-31-XX

	COUNT	AMOUNT	
BEGINNING STATEMENT BALANCE		<50,746.46>	
DEPOSITS POSTED	0	0.00	
OTHER CREDITS	26	319,685.80	
CHECKS POSTED	<63>	<296,635.03>	
OTHER DEBITS	<2>	<9,003.30>	
ENDING STATEMENT BALANCE			<36,698.99>

THANK YOU FOR BANKING WITH WELLS FARGO

WHY WAIT FOR SNAIL MAIL? ARP STATEMENTS AND OPTIONAL REPORTS ARRIVE ONLINE THROUGH THE COMMERCIAL ELECTRONIC OFFICE PORTAL 3 TO 6 DAYS AHEAD OF MAILED STATEMENTS. CONTACT YOUR WELLS FARGO REPRESENTATIVE TO SIGN UP TODAY!

1006

WELLS FARGO

Image File Import service

Providing our customers with a complete file of the images they need to make payment decisions, reconcile, audit, research, and respond to their customers' inquiries, or mitigate the fraud and privacy concerns associated with long-term physical storage of confidential files

The Image File Import delivery channel provides your company with a transmission of check images and associated index information through our secure transmission platform. Paid checks, deposited items, returned items, third party drafts, and lockbox items are available. Once your company imports the files, you can easily use images to support payment decisions using your paid checks file on Reverse Positive Pay. You can also perform receivables matching with your deposited items and lockbox files, initiate the collections process with your returned item file, and research and respond to customer inquiries promptly. With the Image File Import service, your images will be in-house when you need them. Plus, by removing unnecessary paper from the process, you'll help save natural resources.

Image File Import service offers:

Flexible file options. Choose the file format that meets your business needs:

- Archive-ready files can easily be imported into your internal or third-party image archive. Paid checks, deposited items, returned items and third party draft files consist of an XML-formatted file containing index information and a zipped image file containing associated images. Lockbox images are delivered via a zipped file containing an index file and images. (X9.37 available for Third Party Draft.)
- PDF files are available for companies that do not have an internal image archive but have a need to save, print, search, and store images in an electronic format. (Not available for Third Party Draft.)

Optional archive and viewer software. Companies receiving certain Paid Check and Lockbox files can load files into the bank's proprietary software *WellsImage*® Viewer, allowing you to archive, search, retrieve, view, email, and print your images.

Reduced transportation and storage costs. Because your images are delivered electronically, we eliminate not only physical storage expenses but also the need to package and transport paper checks and media, such as CD-ROMs and DVDs. You'll save on related costs and help reduce waste — good for your bottom line and the environment.

Automated downloads. The optional SAFE Transmission client software from Wells Fargo allows you to schedule automatic downloads of your image files. It will also automatically restart failed transmissions.

Convenient delivery schedule. Reduce unnecessary wait time for your items by choosing a delivery schedule to meet your business needs.

- **Paid checks:** Standard delivery 5:00 a.m. Pacific Time, two days after posting; premium delivery 8:00 a.m. Pacific Time, one day after posting. Monthly, semimonthly, and weekly schedules are also available.
- **Deposited items:** Standard delivery 9:00 a.m. Pacific Time, one day after posting. Semimonthly and weekly schedules are also available.
- **Returned items:** Standard delivery 4:00 a.m. Pacific Time, one day after items are received. Semimonthly and weekly schedules are also available.
- **Lockbox:** Standard delivery for Batch-by-Batch files is usually within two hours after deposit processing is complete. Standard delivery for consolidated files is next day by 4:00 a.m. Pacific Time.
- **Third Party Draft:** Standard delivery 3:30 p.m. Pacific Time; items are processed the same day.

continued



Technical requirements:

In order to participate in this service, you — or a third-party processor on your behalf — must be able to meet certain requirements for receiving and maintaining secure data files. For example:

- Use SAFE Transmissions to facilitate retrieval and delivery of Image File Import files.
- Install Wells Fargo's optional client software if you choose to schedule transmissions as well as automatically restart failed transmissions.

In addition to the Image File Import requirements listed above, archive-ready files require you to do the following:

- Maintain an image archive and browser in-house or through a third-party vendor.
- Provide technical expertise with the appropriate file formats.

Image File Import PDF files require Adobe® Acrobat® Reader software.

For more information on the Image File Import service, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

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TM-1858 PDS-1073442 - 04/18

Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 03/11/2019

EVIDENCE OF PROFESSIONAL (Errors & Omissions) LIABILITY COVERAGE

Insured:
Wells Fargo & Company and Its Subsidiaries including Wells Fargo Bank, N.A

Insurance Company:
National Union Fire Ins. Co. of Pittsburgh, PA

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Professional Liability	Provides Wells Fargo & Company and its Subsidiaries with coverage for claims arising out of an Employee's error or omission that occurs in performing professional services for others.	$100,000,000 Per Occurrence and Aggregate	11/15/18 - 10/1/20	02-779-02-14

Evidence of Insurance Issued To:

City of Banning

Banning, California

Banning, CA 92220

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 03/11/2019

EVIDENCE OF FIDELITY (EMPLOYEE DISHONESTY) COVERAGE

Insured:
Wells Fargo & Company and Its Subsidiaries including
Wells Fargo Bank, N.A

Insurance Company
National Union Fire Ins. Co. of Pittsburgh, PA

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Financial Institution Bond	Provides Employee Dishonesty (Fidelity) coverage for Wells Fargo & Company and its Subsidiaries.	$100,000,000 Per Occurrence and Aggregate	11/15/18 - 10/1/20	02-779-02-14

Evidence of Insurance Issued To:

City of Banning

Banning, California

Banning, CA 92220

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 03/11/2019

EVIDENCE OF CASUALTY INSURANCE COVERAGE

Insured:
Wells Fargo & Company and Its Subsidiaries including Wells Fargo Bank, N.A

Insurance Company:
Old Republic Insurance Company

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Covered Location(s)	Limits of Liability	Policy Period	Policy Number
Commercial General Liability Including premises operations, occurrence form; blanket contractual liability; host liquor liability coverage	Omnibus Additional Insured endorsement extends coverage to any person or organization for whom Wells Fargo & Company or its Subsidaries have agreed under contract or agreement to provide insurance. In no event shall the insurance provided hereunder exceed the scope of coverage required by contract or agreement	$10,000,000 Each Occurrence $10,000,000 Aggregate $10,000,000 Personal & Adv. Injury $10,000,000 Products and Completed Operations	4/01/15 - 4/01/20	MWZY304056
Automobile Liability	Covers all owned, non-owned and hired automobiles	$10,000,000 Each Occurrence Combined Single Limit	4/01/15 - 4/01/20	MWTB304054
Workers' Compensation and Employers' Liability	Provides workers' compensation coverage for employees in all states - except statutory workers' compensation provided either through a Monopolistic State Fund or Self-Insurance in the following states: Ohio, North Dakota, Washington and Wyoming or by the Wells Fargo Injury Benefit Plan in Texas.	Statutory - WC $1,000,000 - EL Each Accident $1,000,000 - EL Disease Each Employee	4/01/15 - 4/01/20	MWC302638 00

Evidence of Insurance Issued To:
City of Banning

Banning, California

Banning, CA 92220

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

Wells Fargo & Company
Risk & Insurance Management
550 S 4th Street MAC N9310-061
Minneapolis, MN 55415

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 03/11/2019

EVIDENCE OF PROPERTY INSURANCE COVERAGE

Insured:

Wells Fargo & Company and Its Subsidiaries including Wells Fargo Bank, N.A

Insurance Company:

Superior Guaranty Insurance Company (domiciled in Vermont) Reinsured by: ACE American Insurance Company (A++ XV); Allied World Assurance Company, Ltd (A XV); Endurance American Specialty Ins Co (A++ XV); Lexington Insurance Company (A XV); Liberty Mutual Insurance Company (A XV); Lloyd's of London (A XV); Markel Bermuda Limited (A XV); Munich Reinsurance America, Inc (A+ XV); Berkshire Hathaway Specialty Insurance (A++ XV); Starr Surplus Lines Insurance Company (A XV).

A.M. Best Rating for Reinsurers listed above are as of the effective date of the program shown.

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Covered Location(s)	Limits of Liability	Policy Period	Policy Number
Property ... "All Risk" of physical loss or damage to real and personal property including business interruption, extra expense, builders risk, flood, earthquake and boiler and machinery subject to policy conditions and exclusions.	Any location or business personal property owned, rented, or leased by Wells Fargo & Company or its Subsidiaries. Additional Interest shall be extended subject to 1) policy terms and conditions; **and** 2) the existence of an authorized, written contractual agreement requiring a Wells Fargo entity to provide such coverage	$100,000,000 - ***Except as sublimited under the policy***	4/30/18 - 4/30/19	404-1PRCI-20

Evidence of Insurance Issued To:

City of Banning

Banning, California

Banning, CA 92220

Wells Fargo & Company
Risk & Insurance Management

Jill M. Combs
Head of Risk & Insurance Management

The information provided in the Evidence of Property Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

Overview of Wells Fargo Securities' Fixed Income Platform



Dedicated Fixed Income Team

Sales Experience

- Joe Celentano – Western Region Manager
- Justin Lewis – 18 years servicing CA public entities
- John Williams – 16 years servicing CA public entities

Strategy Team focused on Public Entities

- Portfolio analytics and strategy tools to identify opportunities and assess risks. They can help you make more informed decisions, assess your portfolio's performance, and improve monitoring and control
- 14 team strategists led by Dan Collins and Garret Sloan

California Focus[8]

- 120 California public entity WFS clients
- 29 Counties | 48 Cities | 43 Special Districts
- $177.4 Billion total volume traded
- 3,517 total transactions
- We transact with more than 4,500 Public Entities and Corporations nationally
- Wells Fargo Securities is designated as a primary dealer
- Over $8 trillion in notional executed with over 7600 clients globally

California Statewide Community Support[9] 2017 | Serving our local communities

- 61.25MM in corporate and foundation giving
- 3,739 grants given to CA nonprofits and schools
- Wells Fargo Neighborhood LIFT program
- 250,559 volunteer hours donated by 41,000 California team members

Fixed Income Trading, Issuance and Research

Secondary trading and new-issuance

- Federal Agency Securities | #1 Agency Underwriter[10]
- Treasuries
- Commercial paper | Over 300 CP Programs
- CDs | Wells Fargo and Brokered
- Supra-national and sovereigns
- Municipals | #5 Competitive new issues[7]
- Corporate bonds | #6 U.S. High Grade
- Asset-backed securities | # 5 U.S. Bookrunner[4]
- Mortgage-backed securities | RMBS - #1 Agency CMO[7]
- CMBS | #2 Agency CMBS & #3 U.S. Bookrunner[3]

Economics Award Winning Team

- Best Overall Forecast (FRB of Chicago)
- Top 10 Economic Indicator Forecaster in each of the last eight years (Bloomberg)

Fixed Income Research

- #1 Municipal Bond Research Team[5]
- #1 Overall High Grade[1]
- #1 CLOs
- #3 High Yield[1]
- Seasoned team of RMBS, CMBS & ABS analysts

[1] Institutional Investor 2017 Fixed Income Research Survey; [3] Commercial Mortgage Alert as of December 31, 2017; [4] Asset Backed Alert; [5] Smith's Research and Gradings; [6] Dealogic; [7] Bloomberg; [8] Source: Thomson Reuters SDC Data. [8] Source: Wells Fargo Securities as of 12/31/17. [9] Source: Wells Fargo & Company 2017; [10] Bloomberg, 12/31/18

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts. Copyright© 2018 Wells Fargo Securities, LLC **Not FDIC-Insured, Not Guaranteed by the Bank, May lose value**

Wells Fargo Bank, N.A. Legal Exceptions

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with The City in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to The City's contractual requirements or to bind Wells Fargo to The City's contractual requirements unless specifically commented upon.
Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	Description
SAMPLE PROFESSIONAL SERVICES AGREEMENT	
Pg. 7_Item 4.5_Prohibition Against Subcontracting or Assignment	***Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to [customer] to be a subcontract for purposes of this Agreement.***
Article 5_Insurance, Indemnification and Bonds	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:
Pg. 8_5.1 Insurance coverages	Manager or his/her designee at any time and in his/her sole discretion. The following ~~policies of~~ insurance are required: ~~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 deductible or self-insured retention.
Pg. 9_5.2 General requirements (from insurance legal review)	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~~ Consultant. 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~~ include 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.
Pg. 9_5.2 General requirements (from bank legal review)	Delete language and insert as indicated below: ~~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.~~ Consultant will ~~mail~~ 30 days advance written notice to City in the event of cancellation, material change or reduction in coverage which results in non-compliance with insurance requirements contained herein. ~~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~~ no more than ~~15~~ 10 calendar days ~~prior to~~ after 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.
Pg. 10_5.2 General requirements	~~4. A copy of the claims reporting requirements must be submitted to the City for review~~.
Pg. 10_5.2 General requirements	~~Upon request of the 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.~~
Pg. 11, (pg. 52 electronically), Item 5.3 Indemnification	Default approach is to <u>provide the following language</u> in lieu of taking an exception to the RFP. **During the term of this Agreement, Bank will indemnify, defend and hold harmless Company and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Company. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's liability under this indemnity will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).**
Pg. 12_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.
Pg. 13. Item 6.3 Ownership of Documents	***Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.***
Pg. 14, Item 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.~~
Pgs. 15-16_Item 7.8 Termination Prior to Expirations of Terms Item 7.9 Termination for Default of Consultant	**Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.**
Pgs. 36-37_Indemnity and Insurance Provisions_Item I. Indemnification	Default approach is to provide the following language in lieu of taking an exception to the RFP. **During the term of this Agreement, Bank will indemnify, defend and hold harmless Company and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Company. In no event will Bank be liable for any indirect, special,**

	consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's liability under this indemnity will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).
Pg. 38 & 39_Indemity and Insurance Statement_No. 2 & No. 3	Delete language as indicated below: The certificate of insurance should read "*The City of Banning, its officers, officials, employees and agents are additional insured with respects to General Liability and Auto Liability insurance. This insurance is primary, ~~and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance with respects to the City of Banning, its officers, officials, employees and agents."~~* (d) The additional insured coverage under the contractor's policy 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.~~ 3.) Insurance Documents: (a) Include an Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance **including ongoing operations and completed operations (i.e., CG 20 10, CG 20 33, or CG 20 38)**. The additional insured should read, "*The City of Banning, its officers, officials, employees, agents and volunteers*". *Examples of primary insurance language are "Such insurance as is afforded by the policy is primary ~~and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis~~".* The endorsement number needs to be included in the accord description of certificate of insurance. c) ~~Include a Waiver of subrogation endorsement for Workers' Compensation insurance should read, "*the City of Banning, its officers, officials, employees and agents.*" The endorsement number needs to be included in the accord description of certificate of insurance.~~ ~~(d) Include a copy of the Declarations & Policy Endorsements page for the GL policy~~.

Commercial Card RFP exceptions

	Description
Mandatory Exception for ALL Commercial Card responses to RFPs	Wells Fargo has reviewed the Request for Proposal for Government Banking Service Number 19-029 (the "**RFP**") including the terms and conditions and/or sample contract contained therein, in the context of a commercial credit card program and advances thereunder. Based on such review, Wells Fargo believes that the provisions set forth in the RFP appear to be designed to accommodate the procurement of a product or service and not a commercial credit card program specifically. As such, Wells Fargo respectfully proposes that, in lieu of the terms and conditions and/or sample contract in the RFP, the accompanying sample *WellsOne*® Commercial Card Agreement and related sample ancillary documents (including the Wells Fargo Supplier Analysis & Onboarding Service Agreement and CCER AP Control Service Description)(collectively, the "**Commercial Card Service Documentation**") would serve as the primary governing contract with respect to your commercial card program and advances thereunder. If Wells Fargo is the successful bidder, it is willing to consider and, where possible, negotiate changes and/or additions to the Commercial Card Service Documentation proposed by you, including changes and/or additions based upon the RFP. Nonetheless, and notwithstanding any language in the RFP to the contrary, Wells Fargo does not agree, with respect to the commercial credit card program, to any modifications or additions to the terms and conditions of the Commercial Card Service Documentation solely by virtue of submitting a response to the RFP.
Page 6_Section 6	*Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract. Wells Fargo is willing to discuss the order or precedence of any additional documents upon contract award.* *Therefore, the accompanying sample WellsOne® Commercial Card Agreement and related sample ancillary documents (including the Wells Fargo Supplier Analysis & Onboarding Service Agreement and CCER AP Control Service Description)(collectively, the "**Commercial Card Service Documentation**") would serve as the primary governing contract with respect to your commercial card program and advances thereunder. If Wells Fargo is the successful bidder, it is willing to consider and, where possible, negotiate changes and/or additions to the Commercial Card Service Documentation proposed by you, including changes and/or additions based upon the RFP. Nonetheless, and notwithstanding any language in the RFP to the contrary, Wells Fargo does not agree, with respect to the commercial credit card program, to any modifications or additions to the terms and conditions of the Commercial Card Service Documentation solely by virtue of submitting a response to the RFP.*

Pg. 22_Section 20_Contract Term	*The Commercial Card Service Documentation does not include a term. However, the Commercial Card Service Documentation includes language that permits either party to terminate the commercial card agreement upon thirty (30) days' advance notice to the other party as well as for Wells Fargo to terminate the Agreement immediately upon an "Event of Default", as defined by the Agreement.*
Pg. 22_Section 21_Contract Documents	*Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract. Wells Fargo is willing to discuss the order or precedence of any additional documents upon contract award.* *Therefore, the accompanying sample WellsOne® Commercial Card Agreement and related sample ancillary documents (including the Wells Fargo Supplier Analysis & Onboarding Service Agreement and CCER AP Control Service Description)(collectively, the "**Commercial Card Service Documentation**") would serve as the primary governing contract with respect to your commercial card program and advances thereunder. If Wells Fargo is the successful bidder, it is willing to consider and, where possible, negotiate changes and/or additions to the Commercial Card Service Documentation proposed by you, including changes and/or additions based upon the RFP. Nonetheless, and notwithstanding any language in the RFP to the contrary, Wells Fargo does not agree, with respect to the commercial credit card program, to any modifications or additions to the terms and conditions of the Commercial Card Service Documentation solely by virtue of submitting a response to the RFP.*
Sample Contract_Article 1	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*
Sample Contract_Section 1.3	*Wells Fargo Bank, N.A. is not aware of any material non-compliance with any applicable laws related to Wells Fargo's commercial card program activities. In addition, Wells Fargo has a comprehensive compliance program in place designed to provide for compliance with rules and regulations that apply to Wells Fargo's commercial card program. As a national bank Wells Fargo is subject to examination and supervision by the Office of the Comptroller of the Currency ("OCC"). The OCC has not advised Wells Fargo that it is not in compliance with any such rules or regulations.*

Sample Contract_Section 1.8	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*
Sample Contract_Section 1.9	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*

Sample Contract_Section 1.10	*Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract. Wells Fargo is willing to discuss the order or precedence of any additional documents upon contract award.* *Therefore, the accompanying sample WellsOne® Commercial Card Agreement and related sample ancillary documents (including the Wells Fargo Supplier Analysis & Onboarding Service Agreement and CCER AP Control Service Description)(collectively, the "**Commercial Card Service Documentation**") would serve as the primary governing contract with respect to your commercial card program and advances thereunder. If Wells Fargo is the successful bidder, it is willing to consider and, where possible, negotiate changes and/or additions to the Commercial Card Service Documentation proposed by you, including changes and/or additions based upon the RFP. Nonetheless, and notwithstanding any language in the RFP to the contrary, Wells Fargo does not agree, with respect to the commercial credit card program, to any modifications or additions to the terms and conditions of the Commercial Card Service Documentation solely by virtue of submitting a response to the RFP.*
Sample Contract_Article 2	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*
Sample Contract_Article 3	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*

Sample Contract_Section 3.3	*The Commercial Card Service Documentation includes a force majeure provision, which we would request serve as the starting point for contract negotiations.*
Sample Contract_Section 3.4	*The Commercial Card Service Documentation does not include a term. However, the Commercial Card Service Documentation includes language that permits either party to terminate the commercial card agreement upon thirty (30) days' advance notice to the other party as well as for Wells Fargo to terminate the Agreement immediately upon an "Event of Default", as defined by the Agreement.*
Sample Contract_ARTICLE 4	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*

Sample Contract_Section 4.3	*Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to the City to be a subcontract for purposes of this Agreement.* *Due to the nature of the commercial card program and its underwriting requirements, assignment of the Customer's obligations, liabilities and rights cannot be assigned.* *Due to the nature of Wells Fargo's business, Wells Fargo cannot agree to any assignment that requires the Customer to consent to such assignment. For example, in the event a regulator of Wells Fargo requires Wells Fargo to assign the Contract Card Services Documentation, it cannot be prevented from such assignment by its customers.*
Sample Contract_Section 5.3	*The Commercial Card Services Documentation does not include any general indemnification obligations for Wells Fargo, given the nature of the program. The Commercial Card Services Documentation, which governs the accounts and services to be provided in connection with the commercial card program, must be part of the final contract.*
Sample Contract_Section 6.3	*Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.* *The Commercial Card Services Documentation does not include any indemnification obligations for Wells Fargo, given the nature of the program, but does require Wells Fargo to indemnify the customer for actual monetary damages in the event of Wells Fargo's breach. The Commercial Card Services Documentation requires At Home to indemnify Wells Fargo in the event any trademarks, service marks, trade dress, etc., provided to Wells Fargo infringes or misappropriates the intellectual property rights of any third party.*
Sample Contract_Section 6.4	*The Commercial Card Service Documentation includes a mutual confidentiality provision. Wells Fargo is willing to discuss changes to this provision, should it be necessary, so long as such changes are consistent with Wells Fargo policy.*

Sample Contract_Section 7.1	*Wells Fargo requires that in addition to a designated state law, which we are willing to negotiate upon award of the business, that the governing law provision to be included in the final contract also include federal law and regulations.*
Sample Contract_Section 7.2	*Wells Fargo's preferred dispute resolution forum is arbitration, as outlined in the Commercial Card Service Documentation. Please refer to the Commercial Card Service Documentation for Wells Fargo's dispute resolution provisions, which we would request serve as the starting point for contract negotiations.*
Sample Contract_Section 7.3	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*
Sample Contract_Section 7.6	*Wells Fargo's preferred dispute resolution forum is arbitration, as outlined in the Commercial Card Service Documentation. Please refer to the Commercial Card Service Documentation for Wells Fargo's dispute resolution provisions, which we would request serve as the starting point for contract negotiations.*
Sample Contract_Section 7.7	*A number of the provisions contained in this RFP may be more pertinent to the procurement of certain materials, goods or services than for the underwriting services contemplated in this RFP, including, among others, the hold harmless, indemnification and criminal record verification provisions of the RFP. Because some of the provisions would not be typical when providing the contemplated underwriting services and, in the form proposed herein, are inconsistent with the policies and procedures of Wells Fargo Bank, N.A., and could be misunderstood and misinterpreted by third parties in a manner not intended by you and by Wells Fargo Bank, N.A, in the context of providing underwriting services, Wells Fargo Bank N.A. cannot agree to such provisions noted above. We would be prepared to follow the customary and usual practice of utilizing the Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract.*

Sample Contract_Sections 7.8 and 7.9	*Pursuant to the Commercial Card Service Documentation, both parties enjoy the ability to terminate, for convenience, upon thirty (30) days' notice to the other party. However, only Wells Fargo has the ability to terminate immediately, in the Event of a Default by the customer. Upon termination (for convenience or for default by customer) or expiration of the commercial card agreement, any unpaid balances on the Cards shall become immediately due and payable, and Wells Fargo may immediately debit your Account for payment of such balances. In addition, you have a continued responsibility for full payment of the current balance on the Cards as well as any and all purchases, fees and charges incurred before termination including any such purchases, charges and fees that post after termination of the Cards. Lastly, you also have an obligation to destroy all Cards issued under the Agreement.*
Sample Contract_Section 7.10	*Wells Fargo's preferred dispute resolution forum is arbitration, as outlined in the Commercial Card Service Documentation. Please refer to the Commercial Card Service Documentation for Wells Fargo's dispute resolution provisions, which we would request serve as the starting point for contract negotiations. This provision also sets forth responsibility for attorneys' fees. Additionally, other sections within the Commercial Card Service Documentation address attorneys' fees, which can be discussed, should Wells Fargo be successful in its bid.*
Sample Contract_Section 9.4	*Wells Fargo Commercial Card Service Documentation, which governs the accounts and services to be provided in connection with the purchasing card program, will need to be part of the final contract. Wells Fargo is willing to discuss the order or precedence of any additional documents upon contract award.* *Therefore, the accompanying sample WellsOne® Commercial Card Agreement and related sample ancillary documents (including the Wells Fargo Supplier Analysis & Onboarding Service Agreement and CCER AP Control Service Description)(collectively, the "**Commercial Card Service Documentation**") would serve as the primary governing contract with respect to your commercial card program and advances thereunder. If Wells Fargo is the successful bidder, it is willing to consider and, where possible, negotiate changes and/or additions to the Commercial Card Service Documentation proposed by you, including changes and/or additions based upon the RFP. Nonetheless, and notwithstanding any language in the RFP to the contrary, Wells Fargo does not agree, with respect to the commercial credit card program, to any modifications or additions to the terms and conditions of the Commercial Card Service Documentation solely by virtue of submitting a response to the RFP.*
Exhibit A_Scope of Services	**Please Note**: This exhibit appears to be for bike paths/street construction and is not applicable to our proposal
Exhibit C_Schedule of Compensation	**Please Note:** This does not appear to be applicable to us – appears to be for a construction type contract

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your recent Request for Proposals for Government Banking Services. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to City of Banning ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Wells Fargo Merchant Services RFP Legal Disclosures

Legal entity and contracting parties

Wells Fargo Merchant Services, L.L.C. (Wells Fargo Merchant Services) is a joint venture between Wells Fargo Bank, N.A. and First Data Merchant Services L.L.C.

Any contract for merchant services will be entered into between the City of Banning and Wells Fargo Merchant Services, L.L.C. This contract is separate from any new or existing contracts between The City and Wells Fargo Bank, N.A. for banking or treasury management services. Furthermore, the Merchant Processing Agreement is separate from agreements for those services, including agreements for any proposed or existing treasury management services used in addition to or in conjunction with merchant processing services.

Contract disclosures

Our proposal is intended to be a description of the services we can provide in response to the requirements described in the request for proposal (RFP). If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our merchant services relationship with The City. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to be binding on Wells Fargo Merchant Services by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations and the like required as part of an RFP response.

To this end, we are providing a link to our Program Guide (wellsfargo.com/biz/programguide), which we expect to become the final contract or to become part of the final contract between The City and Wells Fargo Merchant Services if you choose us as your provider.

The City should be aware that the processing of credit and debit card transactions is subject to the terms, conditions, policies, and procedures of the Visa® and Mastercard® payment networks and the non-bankcard issuers. A summary of many of the key elements of those payment network requirements is provided in the Operating Procedures section of the Program Guide. The terms, conditions, policies, and procedures of the Visa and Mastercard payment networks and the non-bankcard issuers are independently established and beyond the control of Wells Fargo Merchant Services to negotiate. The payment networks govern their mandated fees and assessments, which are subject to change during the term of the contract and in accordance with the terms of the Program Guide.

Pricing disclosures

Wells Fargo Merchant Services pricing, as provided in our proposal, is based upon the information provided by The City (for example, processing requirements or number of merchant accounts) as of the date the RFP response was submitted.

In responding to this RFP, Wells Fargo Merchant Services only agrees to be bound to the pricing we provided therein to the extent that the assumptions upon which it was based were reasonably derived in relation to the information provided by The City as of the date of the creation of that pricing, and are accurate and unchanged.

In the event that Wells Fargo Merchant Services is the successful bidder, and The City subsequently provides additional information to us that would affect the pricing (including pass through fees paid by The City), Wells Fargo Merchant Services shall not be bound by the pricing provided in the RFP response and shall have the right to revise the pricing based upon the corrected information provided by The City.

Furthermore, should Wells Fargo Merchant Services be the successful bidder for this RFP, The City shall be required to execute a Final Pricing Terms document.

Information contained in this response is valid for 180 days from the date of submittal.

Wells Fargo Merchant Services, L.L.C. Legal Exceptions

Page_Section	Description
Pg. 6_General terms and conditions	*Please note that the document provided as Exhibit B is a Service Agreement and WF does not anticipate the use of a Purchase Order to obtain services under the Agreement. Upon award of the bid the parties anticipate mutually agreeing upon the final form of Agreement.*

WELLS FARGO

Commercial Account Agreement

Effective March 1, 2019

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I. Terms Applicable to All Commercial Deposit Accounts.

Introduction.

In this Commercial Account Agreement ("Agreement"), "Company" refers to the owner or accountholder of a Wells Fargo bank commercial deposit account ("Account"). "Bank" refers to the Wells Fargo bank at which Company's Account is maintained. This Agreement includes the following disclosures applicable to Bank's commercial deposit accounts and related services (each, a "Service"), that Bank has separately provided to Company: (i) the schedule of Bank's fees and other account-related information (the "fee and information schedule"), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company's Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company's Account from an Authorized Signer on Company's Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer's authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company's Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank's signature card for Company's Account or by using Company's Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms.

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An "Affiliate" is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An "Authorized Signer" is a person who has Company's actual or apparent authority to transact business on Company's Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.
A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.
The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.
A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Deposit Float.
"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.
A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.
The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.
An "Item" is an order, instruction, or authorization to withdraw or pay funds from Company's Account. Examples include checks and

electronic transactions including Automated Clearing House (ACH) and wire transfers.

Ledger Balance.
The "Ledger Balance" is the balance in Company's Account after all debits and credits for the Business Day are posted.

Overdraft.
An "Overdraft" is any event that results in a negative balance in Company's Account.

Paper Item.
A "Paper Item" is an Item that is in paper form.

Service.
A "Service" is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement.

Agreement to Arbitrate.
Except as stated in "No Waiver of Self-Help or Provisional Remedies" below, Company and Bank agree, at Company's or Bank's request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company's Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a "Dispute").

Governing Rules.
Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern Company's Account; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's

optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.
This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.
Any Dispute in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any Dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to

award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery.
In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.
Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Payment of Arbitration Costs and Fees.
The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.
To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or

results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information.

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account- Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone

number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information. Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account- Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.
Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's

behalf within a reasonable time after Bank receives such instruction.

Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.
Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Contacting Company Regarding Servicing and/or Collections.
In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

Electronic Communications.
If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention.

Protection Against Unauthorized Items.
Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);

- ACH Fraud Filter; and

- Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

- Declines to enroll in the fraud prevention Service(s);

- Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or

- Fails to adopt and follow a best practice.

Lost or Stolen Paper Items; Unauthorized Items.
If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any

liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.
Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.

- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.

- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.

- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.

- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.

- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.

- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.

- Destroy any Paper Item that Company does not intend to use.

- Use tamper-resistant Paper Items at all times.

- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.

- Do not sign blank Paper Items.

- Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability.

Investigation by Bank; Company's Agreement to Cooperate.
Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.
Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher

standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.
Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement, Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.
If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.
Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.
As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

Force Majeure.
Neither party to this Agreement shall be deemed to be in default of any of its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.
Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks.
A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company's Account.

General.
Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company's deposit is received. Bank may require that Company deposit an Item made payable to Company-to-Company's Account, instead of permitting Company to cash the Item.

Verification of Transactions.
All transactions are subject to Bank's verification. This includes cash, items, or other funds offered for deposit for which Bank has provided a receipt. Bank does not verify all transactions. Bank reserves the right to reverse or otherwise adjust, at any time without prior notice to Company, any debit or credit Bank believes Bank has erroneously made to Company's Account.

It is Company's responsibility, and Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If Bank determines a discrepancy exists between the declared and the actual amount of the funds, Bank is permitted to adjust (debit or credit) Company's Account. Bank is also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than Bank's

standard adjustment amount. Bank is permitted to vary its standard adjustment amount from time to time without notice to Company and to use different amounts depending on account type.

If Company notifies Bank of an error in the amount of a deposit shown on Company's Account statement within 30 days of the date Bank mails or otherwise makes the account statement available to Company, Bank will review the deposit and make any adjustment Bank determines is appropriate, subject to any applicable fees. If Company fails to notify Bank during this timeframe, the deposit amount on Company's statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become Company's property. If the actual amount is more than the amount shown on the statement, the difference will become Bank's property.

If Company's account is a Commercial Deposit Account or an analyzed business deposit account, Company may arrange for Bank to adjust all discrepancies identified during any verification without regard to Bank's standard adjustment amount by contacting its relationship manager.

Collection Items.
Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.
This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorsers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.
Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.
If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.
All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Company's Use of Funds.
Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be

considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.
Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.
Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial institution chartered in the United States (each, a "non-U.S. Item"). If Bank accepts a non-U.S. Item for deposit to Company's Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank's current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company's Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank's funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.
Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company's Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company's Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.
Bank has the right to charge back to or otherwise debit any of Company's Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item. If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.
If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.
If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company

agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account.

Determining Company's Account's Balance; Debiting Company's Account. In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement.

Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting; Categories of Items.
Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

Establishing categories of Items. Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

Establishing a posting order for each category of Items. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company's account. If there are multiple transactions on a date, those

transactions will be sorted by time (where that information is available to Bank's posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.

- Checks and automatic payments (also known as ACH).

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Relation between posting order and overdrafts/returned items.
On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.
If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee.

The amount of the fee is disclosed in the fee and information schedule. Bank may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.
If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault.

Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.
Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company,

Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.
If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.
Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.
Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over $100"); (ii) the Paper Item is stale dated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of

the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures.
If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.
Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating.

General.
"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.
Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.
Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.
Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.
If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Stop Payment Order on ACH Debit Entry.
For information on placing a stop payment order on an ACH debit entry, please refer to Part III. Funds Transfers..

Overdrafts; Security Interest; Bank's Right to Setoff.

Overdrafts and Insufficient Funds.
Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- Pay the Item and create an Overdraft on Company's Account.

- Return the Item if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.
To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes

individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses.

General.
Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.
Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance

charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.
Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an "Earnings Allowance" which, depending on the arrangement with Bank, may be applied against that month's fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an "Earnings Allowance Rate," which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Recoupment Fee.
The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company's account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

Bank's Use of Funds.
Bank may benefit from having the use of funds in customers' non-interest bearing accounts. Bank may use these funds to reduce its borrowing from

other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as "spread". It is not possible to quantify the benefit to Bank that may be attributable to a particular customer's funds because funds from all customers' non-interest bearing accounts are aggregated both for purposes of reducing Bank's borrowing costs and for investment and because Bank's use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank's anticipated funding needs. Bank's use of funds as described in this paragraph has no effect or impact on Company's use of and access to funds in Company's account.

Checking Subaccounts.
For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous.

Acceptable Form of Paper Items; Document and Image Quality.
Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in

connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.
Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

Contract Language.
English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

Credit Reports.
Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g, information from any motor vehicle department or other state agency) on Company.

Dormant and Unclaimed Accounts.
Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer-initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.
This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Handling of Data.
Bank is part of an international business with affiliated companies, employees, and service providers (collectively, "Personnel") located in the United States and a number of countries around the world. Any information or data Bank obtains in connection with or relating to Company's Account or Services, including personal information (collectively, "Data"), may be accessed by Personnel in any of these countries. Any such Personnel will be subject to the requirements of Bank's information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Laws Governing this Agreement.
The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Minimum Balance Requirements; Other Restrictions.
Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.
Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page (www.wellsfargo.com), by including a message on or with the statement for Company's Account, or by any other means that Bank considers appropriate, unless the laws governing this Agreement requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). Bank may, upon prior written notice to Company, revoke any waiver. Company's continued use of Company's Account or a related Service following the effective date of any modification or revocation of any waiver will show Company's consent to that modification or revocation of waiver. Bank may convert Company's Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.
Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing this Agreement.

No Fiduciary Relationship.
Bank's relationship with Company concerning Company's Account is that of debtor and creditor; no fiduciary, quasi-fiduciary or special relationship exists between Company and Bank.

Reliance on Bank Records.
Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company's Account.

Reordering Checks.
Company can reorder checks by mailing the reorder form enclosed in Company's current order of checks or by calling Bank at the telephone number shown on the statement for Company's Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Restricted transactions.
Company acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, are prohibited from being processed through Company's Account or any relationship between Company and Bank. In the event Bank identifies a suspected restricted transaction, Bank may block or otherwise prevent, or prohibit such transaction and, further, Bank may close the Account or end the relationship.

Transferring an Interest in Company's Account.
Company's Account may not be pledged, assigned or in any other manner transferred, whether in whole or in part, without Bank's written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts.

Interest-Bearing Accounts.

Variable/Fixed-Rate Accounts.
Company's interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company's Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company's Account at any time. If Company's Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.
Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing, it will use the daily balance method to calculate interest. If Company's Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.
If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.
Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.
If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.
An interest adjustment may be reflected on the statement for Company's Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.
Treasury regulations require Bank to obtain a Tax Identification Number ("TIN") certification for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service ("IRS") Form W-9 or the appropriate Form W-8 and supporting information and/or documentation to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form

W-9. If Company is a non-resident alien as defined by the IRS, Company must provide the appropriate Form W-8. Additional documentation may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8, or any other required forms, Bank will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, Bank receives information that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company's Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS *and/*or, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual's death, Bank must be provided with the individual's estate's or successor's TIN or Bank may either refuse to pay interest earned on Company's Account since the date of the individual's death or withhold a portion of the interest that has been earned on Company's Account since the date of the individual's death.

Commercial Savings Accounts.

Bank's Right to Require Notice.
Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's Negotiable Order of Withdrawal (NOW) or savings Account.

Regulation D savings account transaction and other limited activity.
Regulation D and Bank limit certain types of withdrawals and transfers from a Federal savings or money market account to a combined total of six (6) per monthly statement period (exceptions to the statement period may apply):

Limited by Regulation D:

- Transfers by phone using Bank's automated banking service or speaking with a banker on the phone

- Transfers or payments through online, mobile, and text banking (including bill pay)

- Transfers to a checking account for overdraft protection coverage
- Preauthorized transfers and withdrawals (including recurring and one time)

- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to the account and not when they are written)

- Debit or ATM card purchases that post to the savings or money market account

Limited by Bank:
- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans

- Wires whether made in person, on the telephone, or online

Not limited:
Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or a Wells Fargo banking location or on any types of deposits.

An excess activity fee is assessed for transactions exceeding the limits stated above. If the limit is exceeded on more than an occasional basis, Bank may be required to close or convert the savings or money market account to a checking account, which would discontinue any overdraft protection it might be providing to another account, or close the account. If the withdrawal and transfer limit is reached, Bank may decline transfers and withdrawals for the remainder of the monthly statement period (exceptions to the statement period may apply) to help Company avoid a fee and account conversion or closure.

The Excess Activity Fee for Savings and Money Market Accounts is $10 per excess transaction.

Commercial Time Accounts.

General.
Commercial Time ("time") Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time

account as a "certificate of deposit" or a "CD," even though the time account is not represented by a certificate.

Certificated Time Accounts.
If Company receives a certificate evidencing Company's time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.
Company's time Account will mature at the end of the term stated on Company's receipt, disclosure or certificate, as applicable.

Time Requirements.
Company agrees to keep Company's funds on deposit until the maturity date. Company may make withdrawals from Company's time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.
If Company has elected a payment of interest other than a credit to Company's time Account, Bank may in its sole discretion terminate it in favor of crediting Company's time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company's Account address has been returned undelivered or when an Account to which Company's interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.
Other than during the grace period, Company may not make additional deposits to Company's time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.
A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.
If Company's time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank's interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company's Account.

Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

Early withdrawal fee. If Company withdraws funds from its time Account before the maturity date, an early withdrawal fee will be assessed:

- For terms less than three months (or less than 90 days), the fee is one month's interest
- For terms three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest
- For terms over 12 months through 24 months, the fee is six months' interest
- For terms over 24 months, the fee is 12 months' interest
- Minimum fee is $100

The early withdrawal fee is based on the principal amount withdrawn, at the interest rate on Company's time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal fee, one month's interest is equal to one year's interest, at the interest rate in effect at the time of withdrawal, divided by 12. The amount of the early withdrawal fee is deducted from earned interest. If the fee is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal fee for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.\

III. Funds Transfers.

General.
The following provisions apply to funds transfers to or from Company's Account. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code – Funds Transfers, as adopted by the state whose laws govern this Agreement.

Company agrees any funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time ("System Rules"), including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") Regulation J with regard to Fedwire, the Clearing House Interbank Payments System ("CHIPS"), the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"), and the RTP® system ("RTP System"). Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that could result in Bank's contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN"). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Sending Funds Transfers/Means of Transmission.
In acting upon transfer instructions received from Company, Bank may use any means of transmission, funds transfer system, clearing house or intermediary bank that Bank reasonably selects.

Notice of Receipt of Funds.
Unless Bank has otherwise agreed in writing, writing or as required by System Rules, Bank will notify Company of funds electronically debited or credited to Company's Account through the statement for Company's Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.
If a payment order or other instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a payment order or other instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Funds Transfers.
Company agrees to exercise ordinary care to determine whether a fund transfer from Company's Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company's Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.
Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.
The following additional terms apply to payments to or from Company's Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.

- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.

- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.

- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.

- Company hereby authorizes any Originating Depositary Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

Stop Payment Orders on ACH Debit Entries.

Company may request a stop payment order for an ACH debit entry that has not already been paid from Company's Account. An "ACH debit entry" is an order or request for the withdrawal of money from Company's Account through ACH. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act it. If Company provides oral instructions to stop payment on an ACH debit entry, Bank may require confirmation in writing. If such written confirmation is not received, Bank may remove the stop payment order after fourteen (14) days. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, Company must provide the following information: (i) Company's Account number (ii) amount of the ACH debit entry, (iii) effective date, and (iv) sender's name. Bank may request additional information and may, at its sole discretion, use only a portion of the required information in order to identify the ACH debit entry. Bank may be able to place a stop payment order based on the company identification number of the sender of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional Information on ACH Debit Entries.
Information provided by Company that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number) may result in payment of the ACH debit entry. Company acknowledges this risk and agrees that Company is responsible for notifying the sender of the ACH debit entry that Company's authorization has been revoked. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying an ACH debit entry if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP Payments.

The following additional terms apply to any real-time payments Bank receives for credit to Company's Account through the RTP System. The terms "sender," "receiver," "sending bank," and "request for return of funds" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the United States. Company may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and Bank requirements will be considered eligible payments for purposes of this Agreement.

- RTP payments are final and cannot be cancelled or amended by the sender. If Bank receives a message from a sending bank requesting return of an RTP payment received for credit to Company's Account, Company may be notified of such request. Company is not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between Company and the sender of an RTP payment must be resolved between Company and the sender.

- If Company does not wish to accept an RTP payment received for credit to Company's Account, Company may request that Bank return such payment to the sender. Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so.

- RTP payments are typically completed within thirty (30) seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by Bank or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending bank may also prevent RTP payments from being received for credit to Company's Account.

IV. Selected Services.

Stagecoach Deposit® – ATM Deposit Only Card Service.

Company may elect to utilize Bank's Stagecoach Deposit® – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit® – ATM Deposit Only card ("Deposit Card") and a designated Wells Fargo® ATM ("ATM"). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company's ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® – Post Verify Service.

If Company elects to utilize Bank's Stagecoach Deposit® – Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed

in Company's Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's Stagecoach deposit bag either at a later time in Bank's office or when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.

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COM 1416 (Rev 3/19)



Treasury Management Product Enrollment

Customer Information

Customer Name		**CEO Company ID**
Street Address		
City	**State**	**Zip**
Country Name		**Country Code (if applicable)**
Primary Contact		**Phone**
Email Address		**Fax**

Acceptance of Services

Each person signing in the signature block at the end of this form certifies that:

the customer identified in the signature block ("Customer" or "Company") has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service") in which Customer is enrolling as of the date of this form. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services.

Customer has granted the person(s) signing the signature block the authority on Customer's behalf to (i) enter into this and other agreements with Bank for Services on or after the Effective Date of this form and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this form and the Services.

Customer's use of any Service, including each Service Customer enrolls in after the Effective Date of this form, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

"Customer" may also be referred to as "Company" in the Service Documentation.

Customer Entity

Name(s)	TIN, SSN, Int'l or Gov ID(s)

ACH Origination Services – Security Procedure Elections

Description of Security Procedure

Master Agreement for Treasury Management Services

The Service Documentation described below contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide treasury management services ("Services"). The Bank customer to which the Services will be provided ("Customer") is identified in the Treasury Management Product Enrollment form or other product enrollment form(s) with acceptance of services language acceptable to Bank (e.g., Mandate Letter) (collectively, the "Acceptance").

Bank and Customer agree:

1. Service Documentation. The Service Documentation contains the terms governing each Service and includes:

1.1. The Service Description;

1.2. The Acceptance;

1.3. This Master Agreement for Treasury Management Services ("Agreement");

1.4. The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service; and

1.5. User Guides, which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

The documents and individual provisions of the Service Documentation are intended to complement one another, and the Service Documentation as a whole.

This Agreement and Service Descriptions are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of a Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to a Service or other change requires a change to a Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by Applicable Law (as defined below), Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing the activities of Bank and/or any transaction effected under this Agreement, including, but not limited to, all applicable funds transfer system and

clearing and settlement house rules governing the transactions effected under this Agreement.

2. **Services.** Bank and Customer will agree upon the Service(s) to be provided. Each Service in the applicable jurisdiction is subject to the approval by the applicable branch or subsidiary of Bank. Customer may not begin using a Service until Bank has received all required and properly executed forms and Customer has successfully completed any testing or training requirements. To assist in Bank's establishment or maintenance of its limits or other processing arrangements, or to assist in Bank's compliance with Applicable Law, Customer will provide Bank with all such financial and/or other information Bank reasonably requests.

3. **Changes to Services.** Bank may change (or add to) the terms and fees in the Service Documentation at any time. When required by Applicable Law, Bank will notify Customer of the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.

4. **Term and Termination.** Unless earlier terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. Bank may suspend or terminate any Service: (a) following notice to Customer of a breach of any provision of the Service Documentation or any other agreement with Bank, and Customer's failure to cure the breach (if capable of cure) within 15 days of the date of such notice; or (b) without prior notice to Customer if (i) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent or illegal activity, (ii) Customer is subject to, voluntarily or involuntarily, or any action or step is commenced or any resolution is passed that may result in Customer being subject to any bankruptcy, insolvency, winding up, liquidation, judicial management, receivership, administrative management, reorganization or other similar proceeding in any jurisdiction, (iii) Bank determines in its sole discretion that its continued provision of a Service may place Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Customer terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets, (v) Customer fails to timely pay its debts, (vi) Customer initiates any composition with its creditors, (vii) any guaranty of Customer's obligations to Bank is terminated, revoked, or its validity contested by the guarantor, (viii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's ability to perform its obligations under the Service Documentation, or in the ability of a guarantor of Customer's obligations to Bank to perform its obligations under the applicable guaranty agreement, or (ix) the Account necessary to provide a Service is closed. The termination of a Service will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any Service.

5. **Service Fees.** Customer will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit the Account(s) for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer shall promptly pay.

Bank's charges and fees shall be set forth as expressed in Bank's applicable fee schedule for Services used in connection with the Account.

6. Confidential Information. Unless otherwise provided in the Service Documentation, all User Guides and Terms of Use constitute Bank's or its vendor's confidential information ("Confidential Information"), and Customer will not acquire any ownership interest in or rights to Confidential Information as a result of Customer's use of any Service. Customer will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. Customer will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. If Customer (or its employees or agents) is responsible for the Unauthorized Use, Customer will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.

7. Currency. When Customer requests or instructions require that Bank convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), Bank will do so using its applicable rate of exchange in effect at the time on the day Bank executes the payment order. If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to Bank, Bank will not be liable to Customer for a sum in excess of the amount of the payment order after Bank has converted it from the Foreign Currency to the Account Currency using the applicable rate of exchange in effect at the time on the day Bank confirms the cancellation of the payment order. Bank bears no liability if the rate it uses for a particular transaction, i.e., the "applicable rate," differs from rates offered or reported by Bank or by third parties, or based upon different times of day, amounts, locations or involving different systems, agents or procedures. Currency exchange rates fluctuate over time, based upon market conditions, liquidity and risk. Customer acknowledges and accepts the risks of such fluctuations between the time Customer requests a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection or a return.

8. Liability and Indemnification.

8.1. Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that: (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute,

restriction or legal process; or (d) would possibly result in Bank's contravention of any Applicable Law.

8.2. All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer, except as provided for in the Service Documentation. Customer's failure to protect Codes may allow an unauthorized party to: (a) use the Services; (b) access Customer's electronic communications and financial data; and (c) send or receive information and communications to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

8.3. Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

8.4. Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.

8.5. Except as otherwise provided in the account agreement governing the Account, any claim, action or proceeding against Bank for losses or damages arising from a Service, must be brought within one year from the date of the act or omission.

8.6. Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.

8.7. Except in the case of Bank's negligence or intentional misconduct, Customer will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Customer; and (c) if the Service includes a license or sublicense of any software to Customer, the use or distribution of the software by Customer or any person gaining access to the software through Customer that is inconsistent with the license or sublicense.

8.8. Bank will only be liable to Customer for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing the Services. Reasonable care requires only that Bank follow standards that do not vary

unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. Bank's liability to Customer will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

8.9. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement nor its respective directors, officers, employees or agents will be liable to the other party for: (a) any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages; or (b) business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8.10. Where Customer sends payments on behalf of its third party customers, Customer agrees it is solely liable to its customers for any and all losses such customers may suffer. Bank hereby excludes all and any liability of whatever nature (including those losses enumerated in subsection 8.9 of this Agreement) arising out of Customer's relationship with its customer.

9. Governing Law. The Service Documentation shall be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

10. Arbitration Agreement. Upon demand of either party, any controversy or claim arising out of or relating to this Account Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in controversy is US $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy of less than US $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of either party to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration hereunder, including

those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

11. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration in Section 10), Customer hereby irrevocably submits to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located therein over any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such courts.

12. Miscellaneous.

12.1 Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the legality, enforceability or validity of the remaining Service Documentation nor the legality, enforceability or validity of such portion or provision under the law of any other jurisdiction.

12.2 Entire Agreement. The Service Documentation (and any documents referred to therein) constitutes and represents the entire agreement between Bank and Customer regarding the Services we provide for all Accounts opened at Bank and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Customer and Bank relating to any such Service (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

12.3 No Waiver. Neither the failure nor any delay by Bank in exercising any right, remedy, power or privilege shall be deemed to be a waiver of such right, remedy, power or privilege. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.

12.4 No Third Party Beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than Customer and Bank will be deemed to be a third party beneficiary under the Service Documentation.

12.5 Financial Condition. Customer will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Customer's financial condition or any previously unprepared financial statements which Bank may require Customer to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.

12.6 Customer's Representations and Warranties. Customer represents and warrants that: (a) it will not use any Service in a manner that could result in a contravention of Applicable Law by Customer or Bank; and (b) if Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that: (i) Customer's governing body has duly authorized the agent and (ii) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it.

12.7 Customer Communications. Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

12.8 Notice. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Customer will notify Bank promptly in writing of any change in its name, Address, legal status, electronic contact information (including an e-mail address or otherwise), or any other changes relevant to the conduct of the Account or affecting Customer's business relationship with Bank. The term "Address" as used herein refers to a mailing or electronic address. Customer will use the Address where Customer's relationship manager or other manager is located and will address any notice to the attention of such manager.

Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in another agreement between Customer and Bank, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it

12.9 Survival. Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A. – London Branch

2. Wells Fargo Bank, N.A. – Cayman Islands Branch

WELLS FARGO

Commercial Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	**Account #2** _____ CoID _____ (Internal Use Only)
Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation - 40 characters max.)	**Title Line 1** _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation - 40 characters max.)
Optional Account Title Lines (40 characters max per line.)	Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (If applicable, enter DBA name on last available title line)	Title Line 4 _____ (If applicable, enter DBA name on last available title line)

II. Regulation GG Certification

Customer or any entity for which account(s) will be maintained (f/b/o) engaged in business of internet gambling? ☐ Yes ☐ No

III. Authorized Account Signers

#1 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

#2 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

#3 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

#4 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

IV. Customer Acknowledgement & Agreement

On behalf of the customer, I hereby certify, by my signature below, that each of the individuals designated in Section III above as

(a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).

(b) a "Principal Officer/ Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

(c) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time will govern the account(s).

Printed Name _____ Position/Title _____

Authorized Signature _____ Date _____

V. Taxpayer Certification

Please provide a copy of the most current version of IRS form W-9 or W-8. Tax forms are subject to review and withholding could apply if forms are incomplete or inaccurate.

☐ W-9 provided for U.S. Entity

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must belong to the Customer whose full legal name is provided in Section I, Title Line 1 and match the W-9 provided. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Form W-9 Part I instructions at www.irs.gov for additional information. For other entities, it is your employer identification number (EIN). The number provided below applies to all accounts listed on this signature card.

Social Security Number (SSN) _____ Employer Identification Number _____

☐ W-8 provided for non-U.S. Entity

Bank Use Only		
Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name	Submitter Phone #	

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WELLS FARGO

Amendment to Commercial Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	**Account #2** _____ CoID _____ (Internal Use Only)
Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation - 40 characters max.) Optional Account Title Lines (40 characters max per line.)	**Title Line 1** _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation - 40 characters max.) Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (If applicable, enter DBA name on last available title line)	Title Line 4 _____ (If applicable, enter DBA name on last available title line)

II. Amendment to Authorized Account Signers-add:

#1 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

#2 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

#3 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

#4 _____ Signature _____ Printed Name _____ Position/Title

Signer role-Please Select **one**. If no selection default will be limited signer. Refer to section IV for authority definitions.

☐ Limited Signer ☐ Principal Officer/Key Executive ☐ Owner

III. Amendment to Authorized Account Signers-delete:

#1 _____ Signer Name

#2 _____ Signer Name

#3 _____ Signer Name

#4 _____ Signer Name

IV. Customer Acknowledgement & Agreement

On behalf of the customer, I hereby certify, by my signature below, that each of the individuals designated in Section II above as

(a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).

(b) a "Principal Officer/ Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

(c) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time will govern the account(s).

Printed Name	Position/Title
Authorized Signature	Date

Bank Use Only		
Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name	Submitter Phone #	

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FUNDS AVAILABILITY POLICY
Wholesale Banking
Effective October 1, 2014

The policy of Wells Fargo Bank, National Association ("Bank" or "Wells Fargo"), is to make funds from Company's check deposits to Company's account (in this policy, each an "account") available to Company on the first business day after the day Bank receives the deposits, subject to the following.

Funds from the following deposits are available on the first business day after the day of Company's deposits (i) if Company makes the deposit through an employee or agent in person to one of Bank's employees and (ii) if it uses a special deposit slip available from Bank upon request:

- State and local government checks that are payable to Company.
- Cashier's, certified, and teller's checks that are payable to Company where Bank is not the issuer or drawee.

While Bank generally makes funds from Company's check deposits available to Company on the first business day after the day Bank receives the deposits, Bank's policy grants availability in accordance with an availability schedule or schedules provided or made available by Bank to Company contemporaneously with this policy or from time to time thereafter, subject, among other things, to the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, Company may withdraw the funds in cash and Bank will use the funds to pay checks that Company has written and fees and expenses that Company has incurred in connection with the account.

Determining the day of receipt

For determining the availability of Company's deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If Company makes a deposit before Bank's established cutoff time on a business day that Bank is open, Bank will consider that day to be the day of Company's deposit. For deposits granted same calendar day availability as described below, the calendar day Company makes the deposit will be considered the day of deposit. For all other deposits, if Company makes a deposit after the cutoff time or on a day Bank is not open, Bank will consider the deposit was made on the next business day Bank is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

The length of the delay varies depending on the type of deposit as explained below.

Same calendar day availability

The following deposits will be available on the calendar day Bank receives the deposit:

- The first $200 of a day's check deposits made through a Wells Fargo ATM.
- Cash deposited through a Wells Fargo ATM.

Same business day availability
The following deposits will be available on the business day Bank receives the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on Bank.

If Company does not make its deposit in person to one of Bank's employees (for example, if Company mails the deposit), funds from these deposits will be available on the second business day after the day Bank receives Company's deposit.

Longer delays may apply
In some cases, Bank will not make all the funds that Company deposits by check available to Company on the first business day after the day of Company's deposits. Depending on the type of check Company deposits, funds may not be available until the second or third* business day after the day of deposit. The first $200 of Company's deposit, however, may be available on the first business day.

Except as otherwise explained in this paragraph, if Bank is not going to make all funds from Company's deposit available on the business day of deposit or the first business day, Bank will notify you at the time Company makes its deposit. Bank will also tell Company when the funds will be available. If Company's deposit is not made directly to a Bank employee, or if Bank decides to take this action after Company's employee or agent has left the premises, Bank will mail the notice by the first business day after Bank receives the deposit.

In addition, funds Company deposits by check may be delayed for a longer period under the following circumstances:

- Bank believes a check Company deposits will not be paid.
- Company deposits checks totaling more than $5,000 on any one day.
- Company redeposits a check that has been returned unpaid.
- Company has overdrawn its account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Bank will notify Company if it delays Company's ability to withdraw funds for any of these reasons, and Bank will tell Company when the funds will be available. The funds will generally be available no later than the seventh or eighth* business day after the day of your deposit.

Holds on other funds (check cashing)
If Bank cashes a check for Company that is drawn on another bank, it may withhold the availability of a corresponding amount of funds that are already in the account. Those funds will be available at the time funds from the check Bank cashes would have been available if Company had deposited it.

Holds on other funds (other accounts)

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* Bank may delay availability of funds by one additional business day for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

If Bank accepts a check for deposit that is drawn on another bank, it may make funds from the deposit available for withdrawal immediately but delay Company's ability to withdraw a corresponding amount of funds that Company has on deposit in another account with Bank. The funds in the other account would then not be available until the time periods that are described in this policy.

Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third business day after the day of Company's deposit. This rule does not apply at ATMs that Bank owns or operates. All ATMs that Bank owns or operates are identified on Bank's machines as "Wells Fargo."

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COMMERCIAL DEPOSITORY SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Commercial Depository service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Service.** With the Service, Company may (a) order currency and coin (collectively, "cash") from Bank's cash vault and Bank will make such cash available to an armored car service acting as Company's agent ("Agent") at Bank's cash vault, and (b) deliver currency, coin, checks and other negotiable instruments to Bank's cash vault or night depository locations for processing.

3. **Cash Orders from Bank's Cash Vault.**

   3.1. **Cash Requests.** Company may request in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, facsimile, or Bank's *Commercial Electronic Office® (CEO®)* portal (each a "Cash Request") that Bank make available to Company's Agent at Bank's cash vault, in an amount designated in the Cash Request, shipments of cash (each a "Cash Shipment") in bags or other containers ("Cash Bags"). Bank is authorized to act upon any Cash Request Bank receives in accordance with this Service Description, and which Bank believes in good faith to have been made by an authorized representative of Company. Bank has no obligation whatsoever to verify, and will not be liable for its failure to verify or investigate, any Cash Request.

3.2. **Making Cash Available to Company's Agent.** Bank is authorized to make Cash Shipments available to any person whom Bank in good faith believes to be Company's Agent. Bank will have no further responsibility, and Company assumes all risk of loss for cash made available to any such person. Bank will make Cash Shipments available only at the locations, on days, and during the hours published by Bank from time to time. Bank reserves the right to suspend the Service at any time without notice.

3.3. **Company's Authorized Representatives.** Company will promptly certify to Bank the identity of: (a) the person with whom Bank is authorized to communicate regarding authorization codes or other security procedures; (b) Company's Agent authorized to accept delivery of cash; and (c) where applicable, the persons who are authorized users of the Service. Company will give prior written notice to Bank of any change in the person(s) or Agent so authorized by Company. Bank will be fully protected in relying on each such notification and on the obligation of Company to promptly notify Bank of any change in the person(s) or Agent so authorized by Company.

3.4. **Security Procedures.** For requests made in writing or by facsimile, operator-assisted telephone call or transmission, a Customer ID assigned by Bank is required. For CEO requests, a User ID assigned by Bank is required. For touch-tone/automatic response telephone requests, an Access Code is required which can be assigned either by Bank or by Company. Operator limits may also be required. It is Company's responsibility to put into place internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, User ID(s) and Access Code(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. Company will notify Bank immediately in the event a breach of security is suspected.

3.5. **Debit of Account.** On the Business Day that Bank makes available any Cash Shipment to Company's Agent, Bank is authorized to debit Company's designated Account for the aggregate amount of the shipment. Company will maintain collected balances in the designated Account sufficient at all time to cover fully any debit. Bank has no obligation to release a requested Cash Shipment or any portion thereof to Company's Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Shipment at the time the Shipment is to be made available to Company's Agent. If Company fails to specify an Account to Bank, Bank may debit any account which Company maintains with Bank for the amount of a requested Cash Shipment.

3.6. **Packing Slip; Differences in Shipment Amount.** Each Cash Shipment will be accompanied by a packing slip. The packing slip will disclose the aggregate amount of the Cash Shipment, the overall number of containers included in the Cash Shipment, and the number of containers delivered to Company's Agent for transmittal to Company. With respect to any Cash Shipment made available to Company's Agent, Company will notify Bank immediately in writing of any difference between the amount specified on the packing slip for that Shipment and the amount, as counted by Company, of the Shipment. In the event that the difference cannot be resolved, Bank's count of the amount of the disputed Shipment will be conclusive and binding on Company.

4. **Delivery and Processing of Deposit Shipments at Bank's Cash Vault.** The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments to Bank's cash vault locations (each a "Deposit Shipment"), and Bank's processing of such Deposit Shipments:

4.1. **Use of Agent to Deliver Shipments.** Company will deliver Deposit Shipments in deposit bags or other containers ("Deposit Bags") to one of Bank's cash vaults via an armored car service or, in Alaska only, the U.S. Postal service acting as Company's agent ("Agent"). Company is responsible for making all arrangements with its Agent for delivery of Deposit Shipments, and Company assumes all risk of loss while a Deposit Shipment is in the possession of its Agent. Bank may accept Deposit Shipments from any person Bank believes in good faith to be Company's Agent. The delivery of a Deposit Bag to Bank or Bank's receipt for it on a manifest will not be deemed proof of Bank's receipt of the contents listed on the deposit slip contained in the Deposit Bag or Company's records. Bank will have no responsibility for any Deposit Bag or its contents delivered to one of Bank's cash vaults until the Deposit Bag is accepted by Bank in accordance with its procedures and the contents of the Deposit Bag are counted by Bank.

4.2. **Delivery Procedures.** In delivering a Deposit Shipment to Bank's cash vault, Company agrees to comply (and to cause its Agent to comply) with the following procedures:

- Deliver Deposit Bags only at the locations, on the days, and during the hours published by Bank from time to time;
- Properly endorse all checks and other negotiable instruments included in a Deposit Shipment;
- Use only Bank-approved Deposit Bags that are properly secured;
- Specify the number of Deposit Bags belonging to Company which are included in the overall shipment delivered to Bank, as well as the contents of each Deposit Bag, on a delivery manifest, a copy of which Company's Agent will provide to Bank at the time of delivery;
- Obtain the signature of Bank's employee who accepts delivery on that portion of the delivery manifest which the Agent retains; and
- Retain a copy of the receipt or other document covering each Deposit Bag delivered by Company to its Agent for at least one year from the date of delivery to Company's Agent.

Company agrees that Deposit Bags will be used only for the deposit of currency, coin, checks, other negotiable instruments (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Deposit Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur.

4.3. **Cut-off Time; Deposit to Account.** If a Deposit Shipment is received at one of Bank's cash vaults on a Business Day before Bank's published "cut-off time" for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank's "cut-off time," the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank will not deposit any items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Shipment.

4.4. **Processing of Deposit Shipments.** Company authorizes Bank to open each Deposit Bag, count the contents, credit the amount of items to the Depository Account indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with Bank's customary procedures. All deposits are subject to verification, and Bank's count of the items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between Bank and Company until the count has been completed and the deposit credited to the Account. Company acknowledges that it has had an opportunity to have Bank's applicable count and verification procedures explained to its representative and agrees that the same will be deemed commercially reasonable. Company understands that no photocopying or microfilming of items will be performed at any cash vault location.

4.5. **Adjustment Procedures.** If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is less than that reported on the deposit slip covering that Shipment, Bank will debit the Account specified on the deposit slip by such difference and report the difference to Company. If that Account has an insufficient collected and available balance to cover the debit, Bank will debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) for which there are insufficient available balances in Company's accounts with Bank. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is more than that reported on the deposit slip covering the Shipment, Bank will credit the Account specified on the deposit slip for the difference and notify Company of the difference.

5. **Delivery and Processing of Deposit Shipments at Bank's Night Depository Locations.** The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments (each a "Night Deposit") to Bank's night depository locations (each a "Night Deposit"), and Bank's processing of Night Deposits.

5.1. **Night Depository Locations; Issuance of Keys.** Company may make Night Deposits to its deposit account(s) with Bank by placing the items to be deposited into disposable bags furnished by Bank (each a "Night Bag") and then placing the Night Bags in the night depository receptacle ("Night Depository") at one of Bank's branches/stores (each a "Store") listed on Bank's Night Depository Set-up Form. Each office of Company listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Store. Company will designate in writing to Bank the individuals to receive the key for each of its offices; Bank may require such individuals to sign a receipt for the keys they receive.

5.2. **Contents of Night Bags; Deposit of Night Bags.** Company agrees that Night Bags will be used only for the deposit of currency, coin, checks or negotiable instruments properly endorsed by Company (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Night Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur. Each Night Bag must contain one or more deposit slips listing all the items contained in that Bag and their total dollar amount, and identifying the deposit Account of Company to which the dollar amount of the deposit is to be credited. After each Night Bag is placed in a Night Depository, the Night Depository must be securely locked. At the time each Night Bag is placed in a Night Depository the Bag must be securely closed and placed completely in the Night Depository.

5.3. **Processing of Night Deposits.** Bank may open each Night Bag and remove its contents without Company or any of its representatives being present. The contents of each Night Bag will be processed in accordance with Bank's standard procedures, and if placed in a Night Depository before Bank's established "cut-off time" on any Business Day, those items acceptable for deposit will be deposited into the Account as of the close of business on that same Business Day. The cut-off time for deposits made through the night depository may be different from that for deposits made at the teller line. Night Deposits placed in a Night Depository after Bank's established "cut-off time" will be credited to the Account on the next succeeding Business Day. Company understands and agrees that the contents of a Night Bag will not be credited to the Account, nor will the relationship between Company and Bank be that of a debtor to a creditor with respect to any item in a Bag, until Bank has accepted the item for deposit into the Account after counting all the items in the Bag and calculating the total dollar amount of all such items.

5.4. **Counting and Adjustment Procedures.** If Company's records regarding the total dollar amount of the items in any Night Bag differ from Bank's calculation of the total dollar amount of the items in the Bag, Company has the burden of proving that its records show the correct amount in the Bag or Bank's total will be accepted as final. If there is a difference between Bank's total and Company's total for the amount of items in a Night Bag (as Company's total is shown on the deposit slip or slips in the Bag), Bank will send Company a statement indicating the amount of the difference. In the event that the difference cannot be resolved, Bank's count of the dollar amount will be conclusive and binding on Company.

5.5. **Claims of Lost or Stolen Items.** Company will have the burden of proving the amount of any item which it claims was lost or stolen while it was at a designated Store and that disappearance of the item occurred while it was at the designated Store. Company agrees to notify Bank immediately if Company determines that any Night Bag or any item in a Night Bag has been lost or stolen while at one of Bank's Stores. Company agrees that it will have total responsibility for each Night Bag and its contents until the Bag has dropped completely into a Night Depository.

6. **Special Instructions.** Company may submit to Bank in writing any special instructions it may have in connection with cash orders or deposits of items at Bank's cash vault or night depository locations. Bank may at its option accept or reject the instructions and so notify Company. Even if accepted, Bank may stop complying with the instructions upon prior notice to Company if, in Bank's opinion, continued compliance would increase Bank's costs or risks, interfere with its established or revised procedures, or diminish the efficiency of Bank's operations. Any loss attributable to increased risk resulting from a special procedure will be borne solely by Company.

7. **Further Assurances.** Company agrees to do any and all such further acts Bank may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description, including, without limitation, providing information Bank requests regarding any Deposit Shipment, including, without, limitation, information necessary to file a Currency Transaction Report under the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and to determine the source of any cash or items in a Deposit Shipment.

8. **Representations and Warranties regarding Deposit Shipments.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, Company hereby represents and warrants to Bank at the time of the delivery of each Deposit Shipment that:

8.1 **Deposits for Own Account.** Company makes Deposit Shipments for its sole account and does not directly or indirectly make any Deposit Shipments on behalf of any other party; unless such party has been previously disclosed to Bank and approved in writing by Bank, in its sole discretion.

8.2 **No Deposits from Outside the United States.** Company does not make Deposit Shipments from a source or sources known, or which upon reasonable inquiry would be known, to Company to be outside the United States.

8.3. **No Business as a Foreign Exchange House.** Company does not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.

9. **Termination of Services.** Bank may immediately terminate any or all of the Services described herein in the event of Company's breach of any representation or warranty in Section 8. Otherwise, Bank may terminate this Service upon sixty (60) days prior notice to Company.

10. **Survival**. Sections 3.6, 4.4., 4.5., 5.4., 5.5., 7 and 10 will survive termination of the Service.

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RETURNED ITEM SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Returned Item service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office®* (*CEO®*) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include: (a) Special Instructions regarding the handling of Company's Returned Items (section 4); (b) Returned Item Decisioning through Bank's *CEO®* portal (section 5); (c) Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 6-11); (d) Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 12-15); (e) Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and (f) Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

3. **Rules Applicable to Bank's Returned Item Services.** Bank will provide the Services to Company in accordance with:

   3.1. the Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and

   3.2. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.

4. **Special Instructions Service.** When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.

5. **Returned Item Decisioning Service.** When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO*® portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO*® portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.

6. **Electronic Returns Service.** When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.

7. **Authorization.** Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.

8. **Rejected Entries.** In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.

9. **Representment/Returned Check Fees.** Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representment/returned item fee or similar fee.

10. **Provisional Credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.

11. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (b) any action Company asks Bank to take in connection with Bank's Electronic Returns Service.

12. **Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depositary bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.

13. **Relation of Multiple Endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depositary bank; (b) the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depositary bank; and (c) the endorsement placed on each Deposited Item by the depositary bank may or may not obscure, in whole or in part, the centralized returns endorsement.

14. **Delayed Returns; Lost Instruments; Liability; Indemnification.** With respect to where to return checks, 12 CFR §§229.30(g) and 229.31(g), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depositary bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such

indemnified party in connection with the delay in the return of any Item deposited to Company's account at another financial institution .

15. **Bank's Right to Chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.

16. **Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 14 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service.

17. **Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company's Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.

18. **Company's Agreement to Indemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:

    18.1. Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;

    18.2. The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;

    18.3. A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description ; and

    18.4. Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.

19. **Survival.** Sections 6, 7, 9, 14, 16 and 18 of this Service Description will survive termination of the Service.

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E-BOX® SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") E-Box® service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Service.** Bank (a) receives electronic information ("Remittance Information") about payments Company's customers make to Company through online bill payment services and other payment channels described in Bank's Reference Guide for the Service (each, a "Payment"); (b) processes Payments for credit to Company's account at Bank ("Account"); and (c) provides information reporting on Payments to Company through Bank's separate Receivables Manager Service ("Remittance File"). The specific processing services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW"). Each Business Day, Bank credits Company's Account for Funded Payments (see section 3) via a consolidated Automated Clearing House ("ACH") credit entry ("File"). Bank originates each File in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"). In order to enroll in the Service, Company will also enroll in Bank's Receivables Manager Service.

3. **Funded Payments.** A "Funded Payment" is a payment for which Bank receives Remittance Information and the funds relating to the Payment. Bank will process Payments for which Bank has received Remittance Information but not funding (each, an "Unfunded Payment") in accordance with the SOW.

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WHOLESALE / WHOLETAIL LOCKBOX SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Wholesale / Wholetail Lockbox service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

   This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office®* (*CEO®*) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Scope of Service.** The Service covers the processing of (i) checks and other instruments submitted in payment of obligations to Company ("Remittances" or "Checks") and (ii) written authorizations to charge payments due Company to the payors' credit cards ("Charge Authorizations"). However, processing of Charge Authorizations is not available at all processing sites and requires Company and Bank have a separate, currently effective merchant agreement for Bank's processing of Charge Authorizations for Company. **To the extent Company is not using the Service to process Charge Authorizations, the references to Charge Authorizations throughout this Service Description will not apply to Company.**

3. **Commencement of Service.** The Service will start on the date separately agreed to by Bank and Company if the following events have occurred before such date:

   3.1. The United States Postal Service has assigned the Lockbox (as defined in Section 4 below) to Company with the number and at the address specified by Bank to Company;

   3.2. The Deposit Account (as defined in Section 6 below) has been opened and is in good standing;

   3.3. Company has designated to Bank in writing the processing options selected by Company for the Service; and

3.4. Company has provided to Bank such other information and documents as Bank requests to enable Bank to commence and operate the Service for Company and to enable Bank to comply with its other obligations under this Service Description.

4. Lockbox. Company will direct its customers to mail Remittances and (if applicable) Charge Authorizations to the post office box identified in Company's Lockbox Service Set-up Form, or otherwise identified in writing to Company by Bank (the "Lockbox"). Bank (including any subcontractor of Bank) will have exclusive access to the Lockbox. Bank will give appropriate instructions concerning the Lockbox to the United States Post Office where the Lockbox is located.

5. Processing Lockbox Mail. Each Business Day (a day on which Bank is open to conduct its regular banking business, other than a Saturday, Sunday or public holiday), Bank or its subcontractor will pick up at, and transport from, the Lockbox to the processing site or sites designated by Bank (each a "Processing Site") the Remittances and Charge Authorizations addressed to the Lockbox. Except as otherwise specifically provided in this Service Description, Bank or its subcontractor will open the Remittances and Charge Authorizations and process them in accordance with the lockbox processing procedures set forth in this Section 5 (the "Processing Procedures"). Company agrees to instruct its customers and other obligors not to send cash to the Lockbox. Cash that is sent to the Lockbox will be subject to Currency Transaction Reporting.

5.1. Disposition of Remittances, Charge Authorizations, and Remittance Materials. On each day Bank offers the Service, Bank will collect from the Lockbox the envelopes and other contents of the Lockbox. Bank will open the envelopes and determine whether they contain any Charge Authorizations, Remittances, remittance statements, invoices, correspondence, cash, papers, documents, or other items. Unless otherwise requested by Company and agreed to by Bank, if cash is sent with any remittance materials the cash will be removed from the envelope containing the remittance materials and a credit advice of the amount of the cash will be placed in such envelope with the remainder of the envelope's contents. Except as otherwise specifically provided in these Processing Procedures or elsewhere in this Service Description, or as specifically requested by Company and agreed to by Bank, Bank will not reconcile the Remittances, Charge Authorizations, cash or other items in the envelopes to invoices, to remittance statements, or to any other documents or papers in the envelopes or elsewhere. Bank will process any Remittances in the envelopes (i) by automated means where a scannable coupon is included and (ii) manually where an envelope does not include a remittance statement or coupon (a "Manually Processed Check"), as provided in the Processing Procedures, and if provided in the Processing Procedures, deposit such Checks and cash in the Deposit Account.

5.2. Document Identification, Imaging, and Data Capture. Bank or its subcontractor will, if requested (i) print an audit trail idenfication number on each of the Checks it processes, (ii) image all Remittances, Charge Authorizations, remittance stubs and correspondence included among the remittance materials (iii) electronically capture OCR data from remittance documents (if scannable coupon is included), such as account number and amount due.

5.3. Checks Not to Be Deposited. Unless Company gives Bank timely instructions to the contrary using the Online Lockbox Decision (OLD) Module available through Bank, with regard to a particular Check, each Check processed under automated check processing procedures will be deposited as provided in Section 5.6 of these Processing Procedures even if (i) the numerical and written amounts of the Check are

not the same, (ii) the numerical and written amounts on the Check do not correspond to the amount on any invoice or remittance statement sent with the Check, (iii) there is no payee on the Check, (iv) the Check is postdated or staledated, (v) the drawer of the Check cannot be determined, (vi) the Check does not have a date or a signature, or (vii) the Check contains alterations or restrictive notations.

Unless otherwise requested by Company and agreed to by Bank, Bank will not deposit Manually Processed Checks falling into any of the following four categories, or Checks which Company has specifically instructed Bank in writing not to deposit.

5.3.1. Unacceptable Payees. Checks on which the name or designation of the payee is not the name or designation specified by Company to Bank for acceptable payees or a reasonable variation (in Bank's opinion) of such name or designation.

5.3.2. Postdated and Staledated Checks. Checks which are postdated three or more days after the date they are collected from the Lockbox, postdated Checks that in Bank's opinion would not be paid on presentation, and Checks dated six (6) months or more prior to the date they are collected from the Lockbox.

5.3.3. Indeterminable Amount. Checks on which the correct amount of the Check cannot be determined from the Check and the documents accompanying the Check, or Checks on which the numerical and written amounts are not the same and the envelope containing the Check did not contain an invoice or a Remittance statement (or, if such were included, the amount of the invoice or Remittance statement did not match either the numerical or written amount on the Check).

5.3.4. Alterations. Checks with alterations; provided, however, that Bank will only use reasonable efforts to catch such alterations and prevent deposits. As a result, Bank will have no liability whatsoever, despite anything to the contrary in the Lockbox Agreement, for its deposit of any Check containing an alteration, unless the deposit results directly from the willful misconduct of Bank's officers or employees.

5.4. Checks to Be Deposited. Unless Company specifies otherwise in writing to Bank, Manually Processed Checks which do not fall into one of the four categories listed in Section 5.3 above will be deposited in the Deposit Account as provided in Section 5.7 below, and Checks falling into either of the following two categories will be deposited in the Deposit Account after being processed as provided below, unless they also fall into one of the four categories listed in Section 5.3 above, in which case they will not be deposited.

5.4.1. Discrepancies in Amount. Checks on which the numerical and written amounts are not the same, in which case the amount deposited will be that amount which corresponds to the amount on the invoice or Remittance statement enclosed in the envelope with the Check. If the numerical and written amounts on any Check are the same, but do not correspond to the amount on the invoice or Remittance statement enclosed in the envelope with the Check, the Check amount will be deposited.

5.4.2. **Missing Date.** Checks which are not dated, in which case the Check will be deposited after being dated by Bank as of the date it is collected from the Lockbox.

5.5. **Foreign Checks.** If Company so desires, Bank will deposit and process certain Checks drawn on a foreign bank or payable in a currency other than United States Dollars ("Foreign Checks"), so long as both the country in which the foreign bank is located and the currency in which the Check is payable currently appear on that certain list, announced by Bank from time to time, of foreign bank locations and currencies for which Bank is willing to process Checks, and Company and Bank have entered into an agreement to provide such services with respect to Foreign Checks. Foreign Checks not meeting these criteria will not be deposited and will be returned to Company in accordance with Section 5.15.

5.6. **Restrictive Notations.** Bank will not inspect Checks to determine whether they bear restrictive notations, such as "Paid in Full". Bank will have no liability whatsoever, despite anything to the contrary in this Service Description, for depositing or otherwise handling any Check bearing a restrictive notation in accordance with these Processing Procedures, regardless of whether Bank has knowledge of such restrictive notation.

5.7. **Deposits of Checks and Cash.** During each Business Day, Bank will make deposits of the acceptable Checks and cash received in the Lockbox by crediting the Deposit Account for the amount of such Checks and cash. Checks and cash received and processed on any day which is not a Business Day will be deposited to the Deposit Account on the next succeeding Business Day. Except as otherwise specifically provided in this Service Description, the normal and customary laws, rules, practices and procedures for handling deposits to checking accounts will apply to these Processing Procedures and the Service.

5.8. **Changes in Names or Designations of Payees.** Company may at any time upon ten (10) calendar days advance notice to Bank request that a name or designation on Company's list of payees sent to Bank be deleted or added, and Bank will add or delete the name or designation if the request is acceptable to Bank. Review of acceptable payees is undertaken for Manually Processed Checks only

5.9. **Eligibility Requirements for Processing Charge Authorizations.** Where Company is utilizing the Service to process Charge Authorizations, n order to be eligible for processing by Bank, a Charge Authorization received in the Lockbox must contain the name of the account debtor, the account debtor's credit card number, the expiration date, the three digit security code, and the amount of the payment authorized, all of which must be written or imprinted on the authorization form in a reasonably legible manner. If any one of these items of information is missing from a Charge Authorization, or is, in the sole judgement of Bank or its subcontractor, not sufficiently legible for processing purposes, the Charge Authorization will not be processed, and will be forwarded to Company as set forth below.

5.10. **Processing Charge Authorizations for Approval.** Bank will proceed to process for approval each Charge Authorization received in the Lockbox which contains the information required in Section 5.9 above and is otherwise eligible for processing. Bank will seek approval from the issuer of the applicable credit card for the payment transaction set forth on the Charge Authorization. Bank will submit for settlement each Charge Authorization approved in this manner.

5.11. **Settlement Report for Charge Authorizations.** To the extent that Company and Bank have a separate, currently effective merchant agreement for Bank's processing of Charge Authorizations for Company that provides for the generation of settlement reports, following processing of Charge Authorizations for approval, Bank (a) will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. and (b) will generate a settlement report for all approved Charge Authorizations and will make it available to Company in the manner mutually agreed upon during implementation of the Service.

5.12. **Imaging.** Bank or its subcontractor will electronically image Checks, Charge Authorizations, remittance statements and correspondence received in the Lockbox. Company acknowledges and agrees that the images are not works made for hire and are the property of Bank and not of Company. Credit card information including credit card account number, signature and expiration date will be masked or redacted on images of charge authorizations

5.13. **Truncation of Remittance Materials.** Company understands that any original remittance statements, invoices, coupons, correspondence and other remittance materials that are imaged by Bank pursuant to this Service Description will be destroyed by Bank five (5) calendar days after they are imaged. Therefore, Company must notify Bank of any issues which require inspection of original remittance materials prior to expiration of such five (5) day period.

5.14. **Transmission of Information from Processed Remittances.** Each Business Day that Bank offers the Service, Bank will electronically transmit to Company, in accordance with the transmission method and file format agreed upon between Bank and Company, information from processed Remittances, including credit card transaction data, and each settlement report applicable to approved Charge Authorizations.

5.15. **Mailing Undeposited Checks and Unimaged Remittance Materials to Company.** Unless otherwise specified by Company in writing to Bank, Bank will mail to Company, in accordance with the terms of this Service Description, (i) any remittance statements, invoices, correspondence, papers, and other documents enclosed in each envelope sent to the Lockbox which are not imaged in accordance with this Service Description, and (ii) any Checks enclosed in such an envelope which are not deposited in accordance with these Processing Procedures.

6. **Deposit Account and Billing Account.** Company will maintain a deposit account with Bank, which Company will designate in the Lockbox Service Set-up Form or otherwise in writing, to which Bank or its subcontractor will (i) deposit Remittances received through the Lockbox, and (ii) credit amounts attributable to settlement of Charge Authorizations received through the Lockbox, throughout the term of the Service (the "Deposit Account"). Company understands that this Service Description covers the lockbox service to be provided by Bank and, except as specifically provided in this Service Description, does not cover the handling of the Deposit Account or the processing of Checks drawn on the Deposit Account. Except as otherwise specifically provided in this Service Description, the Deposit Account will be handled and Checks drawn on the Deposit Account will be processed by Bank as Bank would perform such responsibilities with respect to any other demand deposit account at Bank. As a result, the Deposot Account will be subject to, and Bank's operation of the Deposit Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Deposit Account (the "Account Agreement"), a copy of which Company acknowledges having received. All Bank's fees and charges for the maintenance and administration of the Lockbox and for the provision of the Service will be paid by Bank debiting the Deposit Account on the

day that such fees and charges are due. Bank may also require that Company establish a separate billing account with Bank (the "Billing Account") for Bank to debit Bank's fees and charges for the maintenance and administration of the Lockbox and for the provision of the Service.

7. **Deposits and Confirmations.** Company authorizes Bank to endorse Remittances received at the Lockbox, and to deposit them into the Deposit Account as provided in the Processing Procedures. If any payee of a Remittance received in the Lockbox is a legal entity other than Company, Company represents and warrants to Bank that Company has the proper authorization from the payee to have the Remittance endorsed for deposit, and deposited, into the Deposit Account, and Company agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") suffered or incurred by Bank as a result of, or in connection with, Company's failure to have proper authorization. Company also authorizes Bank to process and settle Charge Authorizations received at the Lockbox, and to cause the amounts received on account of settlements of such Charge Authorizations to be credited to the Deposit Account as provided in the Processing Procedures. Bank will provide to Company an advice of deposits and other credits made to the Deposit Account. Company agrees to notify Bank's customer service center, whose address and telephone number is available upon request from Bank, (i) of any error in an advice of deposit within fourteen (14) calendar days after Company receives such advice of deposit and (ii) of any error in a bank statement, or of any failure of a bank statement to show a deposit that should have been made during the period covered by the statement, within thirty (30) calendar days after Company receives such bank statement. The liability of Bank for such errors is limited as provided in Section 17 of this Service Description.

8. **Access to Lockbox Images.** The Service will allow Company to enter a website hosted by Bank or its subcontractor (the "Website") for the purpose of accessing archival images of Charge Authorizations, Remittances and other remittance materials processed through the Lockbox, and giving Bank or its subcontractor certain types of instructions with regard to the processing of such remittance materials. Company agrees to use the Website only in accordance with this Service Description and any notices and information posted on the Website (collectively, the "Website Use Documentation"). Persons entering the Website for Company (the "Users") must also accept any "terms of use" for the Website which appear on the Website when a User initially logs on.

9. **Security Procedures.**

9.1. Bank or its subcontractor will provide each User with a multi-factor authentication compliant access method (which may consist of a combination of user names, passwords, passphrases, digital certificates and/or tokens) to be used whenever the User enters the Website.

9.2. It is Company's responsibility to ensure that any user names, passwords, passphrases, digital certificates and tokens provided in connection with use of the Website (collectively, "Security Devices") are known to, and used only by, persons who have been properly authorized by Company to access the Website and use the Service through the Website.

9.3. FAILURE TO PROTECT SECURITY DEVICES MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICE, (2) CORRECT, CHANGE, VERIFY, OR SEND DATA USED WITH THE SERVICE, (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, BANK OR (4) ACCESS COMPANY'S ELECTRONIC COMMUNICATIONS AND FINANCIAL

DATA. ALL ENTRIES INTO THE WEBSITE, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH COMPANY'S SECURITY DEVICES WILL BE DEEMED TO BE ENTRIES, USES, AND COMMUNICATIONS AUTHORIZED BY COMPANY AND SHALL BE BINDING UPON COMPANY. COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL SECURITY DEVICES. Company acknowledges the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (a) notifying Bank immediately when any new person becomes a User or when any existing User stops being a User, (b) disabling access to the Website immediately for each User who stops being a User, and (c) not keeping, in any form or in any place, lists of Security Devices.

9.4. Company agrees to notify Bank immediately when Company becomes aware of any loss or theft of, or any unauthorized use of, any Security Device. Company also agrees to notify Bank immediately when Company becomes aware of any unauthorized entry into the Website.

10. Use of Certain Software to Access the Website. In using the Website, Company will be sending financial and other data as well as electronic messages directly to Bank or Bank's subcontractor through the Internet. Company acknowledges that when the Internet, or other electronic communications facilities, are used to transmit or receive data and messages, the data and the messages may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, Company agrees to transmit and receive data and messages through the Website using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol or other protocols required by, or acceptable to, Bank, and to follow the log-on procedures established by Bank or its subcontractor that support such protocols.

11. Restricting or Terminating Access to the Website. In addition to, and not in substitution for, any provision in this Service Description or the other Service Documentation, Company understands and agrees neither Bank nor its subcontractor will in any way be obligated to permit Users access to the Service through the Website if (a) such use or access is inconsistent with any term or condition applicable to the Service or the Website or to the information to be accessed, (b) such use or access is not permitted by applicable state or federal law or regulation, (c) Bank has reasonable cause to believe that such use or access may not be authorized by Company or any third person whose authorization Bank believes is necessary for such use or access, or (d) Bank has reasonable cause to deny such use or access for Company's protection or the protection of Bank or Bank's subcontractor. If the Service cannot be used through the Website, Bank will make reasonable efforts for the Service to be used by other means. Neither Bank nor its subcontractor shall have any liability to Company for any losses or damages Company may suffer or incur as a result of any such termination.

12. Intra-Day Image Access. Company understands that any images which it accesses on an intra-day basis may not be final, and are subject to further value-added keying. Therefore, Company expressly assumes all risk associated with Company's use of such intra-day images.

13. Decisioning Module. If Bank's decisioning module is available to Company, and Company elects to use it in connection with the Service, Company will be able to send instructions through the Website to Bank or its subcontractor as to how to process certain Remittances or Charge Authorizations which Bank classifies as either "processable suspend" or "unprocessable" (collectively, the "Unprocessable Items"). Company will have several options for instructions, as agreed upon in advance by Bank and Company. Such options may include

one or more of the following: (i) apply the Unprocessable Item to a specific customer account, (ii) apply the Unprocessable Item to Company's suspense account, (iii) reject the Unprocessable Item and have it placed in Company's reject package, or (iv) direct Bank to issue a letter of pre-arranged content to the remitter of the Unprocessable Item. Each message related to the processing of an Unprocessable Item (a "Decisioning Instruction") must be received by Bank or its subcontractor by the cutoff time for deposit or processing of such item which Bank and Company have mutually agreed upon during implementation of the Service. If no Decisioning Instruction is received by the specified deadline, the Unprocessable Item will be handled in accordance with the Processing Procedures or any other standing instructions applicable such items. Bank will have no liability or responsibility whatsoever for any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions.

14. **Customer Service.** Any questions or problems that Company has with respect to the Service should be addressed to Bank's customer service center at the telephone number and address separately disclosed to Company.

15. **Claims, Legal Progress and Notices.** If Bank receives any claim, notice, legal process or court order relating to the Charge Authorizations, the Remittances, the Lockbox or the Deposit Account, Bank will comply with it if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it.

16. **Indemnification.** Company agrees to indemnify Bank and its officers, directors, employees, agents and subcontractors (collectively, "Indemnified Parties") and hold each of the Indemnified Parties harmless from and against any and all losses, liabilities, claims, damages, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") which any one or more of the Indemnified Parties suffers or incurs in relation to (i) the processing of Charge Authorizations, (ii) any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions, or (iii) any action taken by Bank or its subcontractor in response to a Decisioning Instruction, except to the extent that any such Losses and Liabilities are directly caused by Bank's gross negligence or willful misconduct.

17. **Limitation of Liability.** Company understands and agrees that, absent manifest evidence of fraud, Bank is entitled to assume that each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor purporting on its face to give the Charge Authorization, and Bank will have no liability for processing such Authorization in accordance with the Processing Procedures. In addition to the other limitations on Bank's liability contained in the Master Agreement, if Company incurs a material loss which results directly from Bank's or its subcontractor's negligence or breach in performing the Service and (i) if such negligence or breach is a failure to deposit any Check which should have been deposited or to process any Charge Authorization which should have been processed, pursuant to this Service Description, the liability of Bank and its subcontractor shall be limited to direct money damages in an amount not to exceed interest on the amount of the Check or the amount of the payment authorized under the Charge Authorization at a rate equal to the cost of funds (at a reserve adjusted daily interest rate which Bank will determine in good faith) for the time period such amount is not in the Deposit Account, which time period for the purpose of calculating the interest will not extend beyond the end of the thirty (30) calendar day notice period referred to in Section 7 of this Service Description, and (ii) if such negligence or breach results from any other action or failure to act by Bank or its subcontractor, the liability of Bank and its subcontractor shall, unless otherwise provided by any law which cannot be varied by contract, be limited to direct money damages in an amount not to exceed the lesser of (A) three (3) times all the Service Fees charged or incurred in relation to the Service during the calendar month immediately preceding the calendar month in which the loss occurred (or, if no such

fees were charged or incurred in the preceding month, such fees charged or incurred in the month in which the loss occurred), or (B) Two Hundred Thousand Dollars ($200,000.00).

18. **Termination.** Upon termination of the Service, Bank will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by Company for a period of three (3) months after the termination date, unless arranged otherwise between Company and Bank, with Service Fees with respect to such disposition based on Bank's estimate being prepaid directly to Bank at the time of such termination in immediately available funds or by another payment method acceptable to Bank in its sole discretion.

19. **Assignment.** Notwithstanding anything to the contrary in the Agreement, the rights and obligations of Bank with respect to the Service shall be assignable to any successor in interest without restriction.

20. **Instructions.** Bank is authorized to act on any instructions received by Bank if (i) such instructions purport to be made in the name of Company, (ii) Bank reasonably believes that they are so made, and (iii) they do not conflict with the terms of this Service Description, including, but not limited to, the Processing Procedures, as such terms may be amended from time to time, unless the conflicting instructions are supported by a court order.

21. **Authorized Persons.** Any person identified by Company in the Lockbox Service Set-up Form or any certification, notice or other communication delivered to Bank may receive information, communications and notices regarding the Service, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Service. If the identity of such a person changes Company will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a certification, notice or other communication to act on it.

22. **Software, Hardware and Backup Requirements.** Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with this Service Description, Company will as soon as reasonably possible deliver to Bank all data in Company's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.

23. **Survival.** Sections 7, 9, 11, 12, 16, 17 and 23 of this Service Description will survive termination of the Service.

24. **Terminology.** As used in this Service Description and in the Master Agreement as applied to this Service, "negligence" will mean a material failure to use that degree of care that would be used under the same or similar circumstances by a national banking association having substantially the same volume and type of lockbox activity and approximately the same number, size and diversity of lockbox customers.

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COMMERCIAL ELECTRONIC OFFICE® ("CEO"®) SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") *Commercial Electronic Office®* service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Customer uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

   This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office®* (*CEO®*) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. **Description of Service.** The *CEO®* portal is Bank's electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the *CEO®* portal to access (a) Bank Services in which Customer has separately enrolled (each, an "Accessed Service") and (b) third-party sites Bank may make available through the *CEO®* portal. Bank offers different channels through which Customer may access the *CEO®* portal that may include without limitation personal computers and mobile devices. Bank may add or eliminate channels at any time. A Bank Service or third party site accessible through one channel may not be accessible through another channel. The Service Documentation includes the Service Description for each Accessed Service. In the event of a conflict between the Service Description for the Accessed Service and this Service Description, the Service Description for the Accessed Service will control.

3. **Access to the *CEO®* portal.** When Customer enrolls in the *CEO®* portal and as Bank may determine is necessary after enrollment, Bank will (in accordance with section 4) provide one or more secure means of accessing the Services (each, a "Log-On Credential") to the persons who are authorized to access the *CEO®* portal on Customer's behalf (each an, "Authorized Representative"). Log-On Credentials may include without limitation Customer and user IDs, passwords, token IDs and other means of providing secure access to the *CEO®* portal Service that Bank adopts after the date Customer begins using the *CEO®* portal and may be changed by Bank at any time. Bank will have no obligation to Customer to verify or authenticate separately any communication Bank receives in Customer's name through the *CEO®* portal, whether or not an Authorized Representative actually issued the communication. Bank may, at Bank's sole option, contact Customer with respect to any communication Bank receives in Customer's name, but Bank's election to contact Customer with respect to one or more communication will not

obligate Bank to contact Customer with respect to any subsequent communication Bank receives in Customer's name.

4. Administration of the *CEO*® Portal.

4.1. General. Bank offers two options for administering the *CEO*® portal: (a) self-administration and (b) Bank administration.

4.2. Self-Administration. If Customer enrolls in Bank's self-administration option, there are three categories of Authorized Representatives: Customer Administrator, Administrator or User. Unless Customer and Bank separately agree, Bank provides Bank's then-current Log-On Credentials only to Customer's initial Customer Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Customer Administrator, who may perform all functions of Customer's initial Customer Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Customer Administrator or an Administrator and those in which Bank permits a User to self-enroll. Each Customer Administrator and Administrator has the authority to enroll Customer in additional Services. Customer will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative. Customer and Bank may agree separately that in addition to Company's use of self-administration as described in this section 4.2., Company may request that Bank assign Bank's then-current Log-On credentials to each User Customer designates in writing to Bank as Bank would if Customer elected Bank administration under section 4.3. Customer's designation to Bank will specify the Services which the User is authorized to access in addition to those Services in which Bank permits a User to self-enroll. Each User to whom Bank assigns Log-On credentials will remain authorized until the earlier of the removal of the User by Company through self-administration or by Bank through Bank administration within a reasonable time after receiving Customer's written notification that the User is no longer so authorized.

4.3. Bank Administration. If Customer does not enroll in Bank's self-administration option, there is one category of Authorized Representatives: Users. Bank will assign Bank's then-current Log-On credentials to each User Customer designates. Each User Customer designates will remain authorized until Bank has a reasonable time to act after receiving Customer's notification that the User is no longer so authorized.

5. Restricting or Terminating Access to the *CEO*® Portal. Bank will not be obligated to permit any Authorized Representative to use any Service through the *CEO*® portal if Bank determines such use is (a) not in accordance with any term applicable to the *CEO*® portal, (b) not permitted by Applicable Law, (c) not authorized by Customer or any third party whose authorization Bank believes is necessary for such use, or (d) should be denied for Customer's or Bank's protection (without Bank's agreeing to, or being required to, make this determination in any circumstance).

6. Financial Information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") may be available to Customer at the *CEO*® portal. The posting of any Financial Information or any other information or data at the *CEO*® portal will not be a recommendation by Bank of any particular Service or transaction. Bank does not guarantee the accuracy or completeness, (a) of any Financial Information, (b) is not responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) for any decision made or action taken by Customer in reliance on any Financial Information.

7. **Cash Flow Analysis Service.** This section contains additional terms applicable to Bank's Cash Flow Analysis Service. This Service enables Customer to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from Customer's deposit account(s) at Bank and other financial institutions Customer directs to provide data to Bank. Customer may also manually populate data. Bank will not verify the accuracy or completeness of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Customer uses this Service to convert balances to a currency other than the currency in which the account is denominated, the conversion rate used through the Service may differ from the conversion rate actually used when the funds are converted on a given Business Day.

8. **Customer's Representations and Warranties.** Customer represents and warrants to Bank:

   8.1. Customer's governing body has duly authorized each Authorized Representative, regardless of whether Customer enrolls in Bank's self-administration option, Bank administration or whether the individual is designated to act as Customer Administrator, Administrator or User; and

   8.2. Customer will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Customer becomes aware or suspects that any Log-On Credential may have been compromised.

9. **Customer's Agreement to Indemnify Bank.** Customer will indemnify and hold Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Customer contained in this Service Description.

10. **Alerts.** Bank offers alerts that delivers time-critical information when needed by e-mail, phone / prerecorded messages, fax, or text message even if automated technology is used to deliver the alerts. Alerts service offers customers: (a) Convenient time saving messages that does not require customer to access CEO. By customers subscribing to the messages they need the alerts service will proactively send them notifications informing customers of information important to their business. Also by providing customers messages the bank deems important for users without requiring them to enroll in the specific message. (b) Multiple delivery channels are available for each alert, customers define if they want the information delivered via by e-mail, text message, phone / prerecorded messages or fax. Additionally, they can view alerts they enroll in online through the *CEO* Portal Communication Center. (c) Consolidated delivery or immediate alert preference options are available to users for alerts they enroll in. Customers can choose to be notified immediately, once every hour, once every two hours, once a day, or twice a day for non-critical alerts. Critical alerts containing time sensitive information will be sent to you immediately.

11. **Survival.** Sections 3, 4, 5, 6, 7, 8, 9 and 10 will survive termination of the Service.

ACH ORIGINATION SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") ACH origination service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

   This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Services.** The Service enables Company to originate automated clearing house ("ACH") credit and debit entries in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"; see section 3). Company will maintain one or more deposit account(s) at Bank or Bank's affiliate (each, an "Account"), that Bank may use to process such Entries. An "Entry" is an ACH debit or credit entry issued in Company's name, and a "File" is the data file or batch release used to transmit one or more Entries to Bank. Section 6 of this Service Description describes (a) the means Bank offers to Company for transmitting Files to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a File or a communication amending or canceling an Entry or File (each, a "Security Procedure"). When Bank acts with respect to an Entry as both the originating depository financial institution ("ODFI") and receiving depository financial institution ("RDFI"), as ODFI and RDFI are defined by the ACH Rules, the Entry is an "on-us Entry."

3. **ACH Rules.** Company (a) authorizes Bank to originate Entries on behalf of Company to Receivers' accounts; (b) agrees to be bound by the ACH Rules; and (c) agrees not to originate Entries that violate the laws of the United States. In addition, Company agrees Bank may audit Company's compliance with the Service Documentation and the ACH Rules.

4. **Preparation of Entries and Files; Processing Schedules.** Company will prepare each File in accordance with the ACH Rules and the guidelines Bank separately makes available to Company. Bank will process each File in accordance with Bank's then current processing schedule and any instructions regarding the date an Entry is to be settled that Company furnishes with the Entry provided (a) Bank receives the File by Bank's applicable cutoff time on a Business Day and (b) the ACH is open for business. Files will be deemed received by Bank when the transmission of the File to Bank is completed and authenticated in compliance with the Security Procedure. If Bank receives a File after Bank's applicable cutoff time or on a day when the ACH is not open for business, the File will be treated

as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays. In acting upon the Entries or processing Files, Bank may use any means of transmission, funds transfer system, clearing house or intermediary bank that Bank reasonably selects.

5. **Inconsistency of Name and Number.** If an Entry describes a "Receiver" (as defined in the ACH Rules), both by name and identifying number, the RDFI may pay the Entry on the basis of the identifying number, even if the number identifies a person different from the named Receiver. If an Entry describes the RDFI both by name and identifying number, Bank, a gateway operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI.

6. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and describes the Security Procedures Bank offers for ACH origination. Company's elections regarding Initiation Methods and Security Procedures are set forth in the Acceptance.

6.1. Commercial Electronic Office® (CEO®) Initiation Method.

The CEO® portal is Bank's electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard CEO® security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

6.2. Wells Fargo Gateway Initiation Method.

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank originate ACH credit and/or debit Entries on behalf of Company and (b) receive periodic updates from Bank as it processes Entries for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to request ACH origination and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

6.3. Direct Origination Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

SWIFT® FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include

confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.4. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine ("M2M"). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each File transmitted to Bank through the VAN in Company's name.

SWIFT® File Act. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.5. Security Procedure Elected by Company's Third Party Service Provider.

Company is utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on Company's behalf. Bank will authenticate each File transmitted to Bank in Company's name in accordance with the security procedure the Company's TPSP has elected. Company will notify Bank of any change to Company's TPSP in a manner affording Bank a reasonable opportunity to act on the information.

6.6. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Treasury Management Product Enrollment form.

7. Company's Payment Obligations. As of the applicable settlement date, Company will maintain available funds in each Account sufficient to cover the credit Entries originated against it. Company's obligation to pay Bank for each credit Entry matures when Bank transmits the credit Entry to the ACH or gateway operator or posts an on-us Entry. Bank is authorized to debit the Account for the total amount of all credit Entries originated from it at any time. If requested by Bank, Company will pay to Bank, in immediately available funds, an amount equal to all credit Entries Company originates through

Bank before the date Bank delivers the credit Entries to the ACH or gateway operator or posts an on-us Entry. If Company fails to comply with Bank's request, Bank may refuse to send the Entries to the ACH or gateway operator or post an on-us Entry. Bank may take such other actions as it deems necessary or appropriate to ensure Bank receives payment for Company's credit Entries including without limitation (a) upon notice to Company, placing a hold on funds in any account at Bank or any affiliate of Bank that Company owns in whole or in part sufficient to cover Company's credit Entries and (b) setting off against any amount Bank or an affiliate of Bank owes Company. In addition, Bank may charge the Account or any other Company account at Bank or any affiliate of Bank for any debit, correcting or reversing Entry which is later returned to Bank.

8. **Provisional Credit.** A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement, Bank is entitled to debit Company's Account or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank for the amount of the Entry. Company will pay any shortfall remaining after such debit to Bank immediately upon demand.

9. **Rejected Entries.** Bank may reject an Entry or File if Company fails to comply with the terms of this Service Description. Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for rejecting an Entry or File or any loss resulting from Bank's failure to provide notice. If Company requests Bank repair an Entry or File and Bank attempts to do so, Bank will not be liable if it is unable to make the requested repair. Company will pay all charges and expenses Bank incurs in connection with any repair or attempted repair.

10. **Cancellation, Amendment, Reversal.** Company has no right to cancel, amend or reverse an Entry or File after its receipt by Bank. If Company requests Bank cancel, amend or reverse an Entry or File, Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so. Company will reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to effect Company's request.

11. **Returned Entries.** Bank will have no obligation to re-transmit a returned Entry or File to the ACH or gateway operator, or to take any further action with respect to a returned on-us Entry, if Bank complied with the terms of this Service Description with respect to the original Entry or File. Company will reimburse Bank for any returned debit Entries on the same day Company receives notice of such returned Entry.

12. **Reconstruction of Entries and Files.** Company will retain sufficient records to permit it to reconstruct each Entry and File it delivers to Bank for a period of five (5) Business Days after the applicable settlement date and will submit the reconstructed Entry or File to Bank upon request.

13. **Audit.** Company grants Bank ongoing access to Company's Files and the right to audit periodically such Files and Company's ACH processes and controls so Bank can verify Company's compliance with this Service Description.

14. **Bank's Internal Risk Parameters.** Bank establishes internal risk parameters to identify out-of-pattern or suspect Entries or Files and protect Company and Bank from potential losses. These parameters may include without limitation limits on debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank may pend or delete an Entry or File exceeding the applicable parameters. In addition, any transaction TYPE (debit or credit) or SEC (standard entry class) as defined in the ACH Rules may, at Bank's option, be conditioned upon Bank's prior approval. Upon notice to Company, Bank may discontinue processing a TYPE and/or SEC of transactions Bank has previously processed for Company.

15. International Entries.

15.1. General. This section contains additional terms applicable when the financial institution holding the account designated to receive an Entry is in a jurisdiction ("Receiving Country") other than the United States (each, an "International Entry"). Bank will process each International Entry in accordance with (a) the laws and payment system rules of the Receiving Country (b) any agreement governing International Entries between Bank and the gateway operator through which Bank processes the International Entry, the terms of which Bank communicates to Company prior to Company's use of the Service or from time to time thereafter, and (c) the ACH Rules. If there is a conflict among these three clauses, they will govern in the order set forth in this subsection.

15.2. Credit Entries. With respect to credit Entries Bank agrees to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will convert the amount to be transferred from U.S. dollars ("USD") to the Foreign Currency at Bank's sell rate for exchange in effect on the Business Day the Entry is transmitted by Bank to the ACH or gateway operator. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, Bank will not be liable for a sum in excess of the amount of the original Entry after it has been converted from the Foreign Currency to USD at Bank's buy rate for exchange at the time the Entry is returned to Bank.

15.3. Debit Entries. With respect to debit Entries Bank agrees to originate in a Foreign Currency, Bank will convert the amount of each Entry from the Foreign Currency to U.S. Dollars at Bank's buy rate for exchange in effect on the settlement date of the Entry. If the financial institution designated to receive the Entry subsequently returns it, Bank may charge the applicable Account (or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank) for the amount equal to the value of the returned Entry, after Bank has converted the Foreign Currency to USD at Bank's sell rate for exchange at the time the Entry is returned to Bank. Bank will not be liable for a sum in excess of the original amount of the Entry after conversion.

15.4. Acts or Omissions of Third Parties. Bank will not be liable for any failure or delay by a gateway operator, any intermediary financial institution, or the financial institution designated to receive the Entry in the Receiving Country in processing or failing to process any Entry Bank transmits to the Receiving Country, or for acts or omissions by a third party including without limitation the delay or failure of any third party to process, credit or debit any Entry.

16. Third-Party Sender Activities.

This section contains additional terms applicable when Company is a Third-Party Sender, as defined by the ACH Rules.

16.1. General. Prior to originating any Entry on behalf of a customer of Company and/or upon request by Bank, Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of Company's customer's business including without limitation the name, Taxpayer Identification Number, business activity and geographic location of Company's customer, and whether Company's customer is itself a Third-Party Sender, (c) timely provide Bank with information Bank requires for purposes of Bank's registration of Company or Company's customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and/or supplemental Registration information requested by Bank; (d) if specifically required by Bank, obtain Bank's written approval to initiate or continue to initiate Entries for that customer, which approval Bank may rescind upon written notice to Company; and (e) enter into a written agreement with that customer whereby that customer agrees:

16.1.1. to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;

16.1.2. ACH entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control;

16.1.3. to grant Bank ongoing access to audit it and any ACH entry that it has transmitted to Company for transmission to Bank; and

16.1.4. Bank may at any time refuse to process an ACH entry for that customer.

16.2. Updates to Registration Information. Company will timely notify Bank of any changes to information provided by Company in connection with Bank's Registration of Company or Company's customer as a Third Party Sender.

16.3. Representations and Warranties. Company represents and warrants to Bank Company (a) has conducted due diligence with respect to each customer of Company for which Company is originating transactions through Bank and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such customer is originating is normal and expected for the customer's type of business; and (b) will, in accordance with reasonable commercial standards, monitor each customer's business and transactions on an ongoing basis and notify Bank promptly if Company identifies any unusual activity by Company's customer.

17. Perfect NOC Service. This section contains additional terms applicable to Bank's Perfect NOC Service. Bank maintains a database of Notifications of Change (each, a "NOC") that Bank receives and uses this database to update Company's Entries in accordance with the Service options Company selects from time to time. Bank will notify Company of each NOC Bank receives in connection with Company's Entries.

18. Smart Decision Service. This section contains additional terms applicable to Bank's Smart Decision Service. Bank will process for credit to the Account specified by Company checks and other instruments payable to Company (each, an "Item") that Company delivers to Bank. Company will use the depository channels through which Bank offers the Service including electronic channels and other channels specified by Bank through which Bank accepts Items for processing. When Company uses electronic depository channels, Company transmits an "Electronic File" to Bank that includes electronic images of Items (each, an "Electronic Image") and other information regarding Items in the Electronic File. Each Business Day, Bank processes Company's Electronic File and other Items according to the processing criteria Bank has on file for Company, the issuer of an Electronic Image or Item, and Bank (each, respectively, a "Company Preference," an "Issuer Preference," or a "Bank Preference.") Based on these Preferences, Bank will (a) convert each eligible Electronic Image and Item to an ACH debit Entry on the deposit account on which it was drawn; (b) process remaining Electronic Images in accordance with Bank's separate Service Documentation governing the electronic depository channel Company used to deliver the Electronic Image to Bank; or (c) process remaining Items in accordance with Bank's Commercial Account Agreement. If a Company Preference or an Issuer Preference conflicts with a Bank Preference, Bank will follow the Bank Preference.

19. MICR-Split Processing Service. This section contains additional terms applicable to Bank's MICR-Split Processing Service. If Bank determines that an RDFI for a debit Entry initiated by Company is not an ACH participant (or as otherwise reasonably determined by Bank as appropriate), Customer authorizes Bank to issue a preauthorized check ("PAC") using the debit Entry data provided by Company. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in Company's Account, but do not contain the signature of the Receiver.

20. Warranties.

20.1. General. Company acknowledges Bank makes certain warranties under the ACH Rules and other applicable law with respect to each Entry. Company will reimburse Bank for any loss Bank incurs, including Bank's reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty made by Bank in connection with any Entry Bank originates upon the instructions received from Company, except to the extent that the loss resulted from Bank's own gross negligence or intentional misconduct.

20.2. Smart Decision Service. If Company subscribes to Bank's Smart Decision Service, Company warrants Company (a) will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data; (b) will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company the Electronic Image is not legible or contains MICR data that is not machine readable; and (c) will comply with the ACH Rules and Regulation E at all times Bank provides the Service.

20.3. MICR-Split Processing Service. If Company uses Bank's MICR-Split Processing Service, Company warrants that (a) Company has obtained the appropriate authorization from each person owning or holding the account shown in the debit Entry data delivered by Company to Bank, and such authorization will be operative at the time of Bank's issuance of the PACs; and (b) Company is not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

21. Indemnification. Company acknowledges Bank indemnifies certain persons under the ACH Rules. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from Bank's own gross negligence or intentional misconduct. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

22. Termination. In addition to the termination provisions contained in the Master Agreement, Bank may terminate the Services immediately upon notice to Company if Bank determines in its sole discretion: (a) the number of returned debit Entries originated under this Service Description is excessive; or (b) Company has breached a warranty provided under the ACH Rules or this Service Description or otherwise failed to comply with the ACH Rules.

23. Survival. Sections 4, 5, and 7-21 will survive termination of the Services.

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WIRE TRANSFER SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Wire Transfer service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Customer uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

   This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office®* (*CEO®*) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. **Description of the Service.** The Service enables Customer to instruct Bank to transfer funds by wire. Customer agrees to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of the transaction. In this Service Description, an instruction to Bank (including any communication cancelling or amending an instruction) in Customer's name to transfer funds from Customer's account at Bank or Bank's affiliate (each, an "Account") is a "Payment Order." Section 5 of this Service Description describes (a) the means Bank offers to Customer for transmitting Payment Orders to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Customer's authorization of a Payment Order or a communication amending or canceling a Payment Order (each, a "Security Procedure").

3. **Preparation of Payment Orders; Processing Schedules.** Customer will prepare each Payment Order in accordance with guidelines Bank separately makes available from time to time. Bank will execute each Payment Order in accordance with Bank's then current processing schedule and any instructions Customer furnishes with the Payment Order regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by Bank when Bank has verified it in compliance with the Security Procedure. If Bank receives a Payment Order after Bank's applicable cutoff time on any Business Day, Bank will treat the Payment Order as having been received prior to Bank's applicable cutoff time on Bank's next Business Day. "Business Day" means a day (other than a Saturday or Sunday) on which the applicable branch or subsidiary of Bank is open for general business in the country or jurisdiction in which the Account is maintained. When used in connection with funds transfer services, "Business Day" means each day on which Bank or the Bank office providing or facilitating the service is open for business related to that service.

4. **Inconsistency of Name and Number.** If a Payment Order describes the person to receive the funds that are the subject of the Payment Orders both by name and identifying number, Bank may execute the Payment Order solely on the basis of the identifying number, even if the number identifies a person different from the named person. If a Payment Order describes a financial institution both by name and identification number, the identification number may be solely relied upon to identify the financial institution, even if the identification number refers to a financial institution other than the named financial institution.

5. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and Security Procedures Bank offers for wire transfers. The availability of certain Initiation Methods and Security Procedures may vary by jurisdiction. Customer's elections regarding Initiation Methods and Security Procedures is/are set forth in the Acceptance.

5.1. Voice Initiation Method.

Bank's voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders.

5.1.1. Telephone Verification Service. If Bank receives a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, Bank will make one attempt to telephone person(s) designated by Customer on the most current setup form for Customer in Bank's records to verify the Payment Order. If Bank is unable to complete the call, Bank will not process the Payment Order.

5.2. *CEO* Portal Initiation Method.

The *CEO* portal is Bank's electronic banking portal that is accessed via the Internet. Authorized users may access Bank's *CEO* Internet Wire Transfer Service through the *CEO* portal. *CEO* security procedures include log-on credentials specified by Bank (that may include a Customer ID, user ID and password) and any other authentication or authorization process Bank requires from time to time. Bank will use the *CEO* security procedures to authenticate each Payment Order received through the *CEO* portal in Customer's name.

5.3. Direct Origination Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https) FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to Bank in Customer's name.

IBM® - Sterling Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect:Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Company.

5.4. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to Bank in Customer's name.

Machine-to-Machine ("M2M"). This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL). Bank uses digital certificates to authenticate each Payment Order transmitted to Bank in Customer's name.

IBM® - Sterling Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect:Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each Payment Order transmitted to Bank through the VAN in Customer's name.

5.5. **Wells Fargo Gateway.** Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank execute Payment Orders on behalf of Company and (b) receive periodic updates from Bank as it processes Payment Orders for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to issue Payment Orders and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

5.6. **SWIFT® Initiation Method.**

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

5.7. **Non-Standard Security Procedure.**
If Customer has refused to utilize any of the security procedures described above, then the Security Procedure Customer will use is described on Attachment B to the Acceptance.

6. **Authorization to Pay.** Customer authorizes Bank to (a) execute any Payment Order Bank verifies in accordance with the applicable Security Procedure and (b) debit the account specified in the Payment Order (and if no account is specified, the Account or any other account of Customer at Bank or an affiliate) even if a debit results in an overdraft on the execution date.

Customer will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

7. **Customer's Duty to Report Erroneous or Unauthorized Transfer Instructions.** Customer will exercise reasonable care to determine whether a Payment Order accepted by Bank was either erroneous or not authorized and to notify Bank of the relevant facts within a reasonable time not exceeding 14 days after Customer receives notification from Bank that the Payment Order was accepted or that the Account was debited with respect to the Payment Order, whichever is earlier. Customer will be liable to Bank for the loss Bank incurs as a result of Customer's failure to act in accordance with this section.

8. **Rejected Payment Orders.** If a Payment Order is rejected for any reason Bank will attempt to notify Customer promptly so Customer may cure the defect but will have no liability to Customer for a rejected Payment Order or any loss resulting from Bank's failure to provide notice.

9. **Cancellation, Amendment, Reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by Customer, except Bank may, at Customer's request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

10. **Drawdown Requests.** A "drawdown request" is an instruction from Customer to another depository institution to debit (a) an account at that institution and transfer the funds to Bank (each, an "outgoing drawdown request") or (b) the Account and transfer the funds to that institution (each, an "incoming drawdown request"). In this Service Description, "Payment Order" includes drawdown requests. Bank may execute an incoming drawdown request that conforms with instructions it receives through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided such instructions are not inconsistent with instructions Customer separately provides in writing. The authority to execute the incoming drawdown request will continue until Bank receives express written notice from Customer that such authority is revoked.

11. **Limitation of Bank's Liability.** If Bank executes Customer's Payment Order by sending instructions to another financial institution, Bank may send the payment order by any transmission method and by any route Bank in its sole discretion considers reasonable. Bank will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after Bank has received confirmation of the effective cancellation of the Payment Order and Bank is in free possession of the funds debited or earmarked in connection with the Payment Order. If Bank is notified it did not transfer the full amount stated in a Payment Order, Bank's sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Bank executes a Payment Order in excess of the amount stated in the Payment Order, to the extent Customer does not receive the benefit of the Payment Order, Bank will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, Bank will be liable for the amount of interest Customer has lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, Bank's liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth Bank's complete liability for a Payment Order issued or received under this Service Description.

12. **Survival.** Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of Services.

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INFORMATION REPORTING and IMAGE DELIVERY SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") information reporting and image delivery ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Customer uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

   This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office®* (*CEO®*) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on Bank's *CEO* portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. **Description of Services.** Through the Service, Bank makes available to Customer data regarding transactions on and/or images of Items posted to (or other instruments processed through) deposit account(s) at Bank that Customer enrolls in the Service (each, "Account"). The data and images are referred to collectively in this Service Description as "information." The methods used to make information available to Customer include without limitation BAI File Transfer, Bank's *CEO* portal, physical media (CD-ROM and DVD), transmission, Machine- to-Machine ("M2M"), and an Application Programming Interface ("API") through Bank's Gateway. Depending on the Service Customer elects, the information may include images of items or other instruments (a) posted to or processed through the Account; (b) cashed or collected by Bank or accepted for deposit to the Account; and (c) returned unpaid to the Account. "Item" is defined in Customer's Account agreement. Images of posted Items that have been converted pursuant to the National Automated Clearing House Association Rules may not be available through the Service. Bank also offers an optional service through which Customer can place stop payment orders.

3. **Software Sublicense.** If a software license or sublicense is required for Customer to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Customer as part of the set up process for the Service. Customer will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Customer, including without limitation if Customer fails to comply with the Software Sublicense.

4. **Stop Payment Orders.** If Customer elects a Service through which Customer is able to place stop payment orders, Customer's rights and Bank's obligations with respect to any stop payment order will be determined in accordance with the applicable Account agreement.

5. **Survivorship.** Sections 3 and 4 will survive the termination of the Service.

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ACCOUNT RECONCILIATION PLAN SERVICE
SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Services.** Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.

3. **Issued Check Information.** If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank separately discloses,Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.

4. **Stop Payment Orders.** If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's verification that the Item described in the stop payment order has not been paid; and (c) this verification may occur a minimum of ninety (90) minutes after the time Company transmits the stop payment order to Bank.

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CHEXSTOR® SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") CheXstor service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Service.** The Service enables Company to have Bank maintain microfilm records of all Items paid on each deposit account of Company at Bank that Company enrolls in the Service (each an "Account"). Bank will maintain microfilm records for a period of seven years or any longer period required by applicable law ("Record Period"). Each Item Bank microfilms will be shredded and recycled. As part of the Service, Bank will provide a photocopy of any Item posted against the Account which Company requests during the Record Period. Company may request a photocopy electronically via Bank's *Commercial Electronic Office®* or by contacting Bank at the telephone number on Company's account statement.

3. **Liability.** If Bank fails to provide in a timely manner a copy of an Item Company requests during the Record Period, Bank will reimburse Company for (and Bank's liability will be limited to) any direct monetary loss Company incurs as a result of the Item's unavailability (not to exceed the amount of the Item). Bank will require Company to substantiate any claimed loss.

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CHECK CASHING SERVICE DESCRIPTION

1. **Introduction.**
The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") check cashing service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Bank's Service.** Bank's Service enables Company to have Bank and Bank's affiliates (each an "Affiliate" and unless otherwise specified, along with Bank, collectively "Bank") cash checks drawn on Company's accounts held at other banks.

2.1. **Company's Request to Cash Checks.** Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service ("Setup Form"); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an "Account" and collectively "Accounts") at a drawee bank identified on the Setup Form ("Drawee") (each such check a "Check") whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.

2.2. **Check Cashing Procedures.** Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**

3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.

4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.

5. **Company's Guarantee of Payment and Obligation of Reimbursement.**

   5.1. **Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.

   5.2. **Obligation of Reimbursement.** If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.

6. **Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.

7. **Survival.** Sections 4, 5 and 6 of this Service Description survive termination of the Service.

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POSITIVE PAY SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Positive Pay services (each, a "Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

   This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office®* (*CEO®*) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Service.** The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. Bank separately reviews each "directly-presented Check" (see section 10). "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconcilement Plan ("ARP") Service is required.

3. **Service Options.** Company may enroll an Account in one of two options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as

specified in the Exceptions Report. Each discrepancy is an "Exception," and each Check with a discrepancy is an "Exception Item". Bank reserves the right to determine the nature of the review it performs of any Check based on the channel through which Bank receives the Check and other criteria Bank establishes from time to time.

3.1. **Perfect Presentment® Positive Pay.** Bank electronically compares a Check to Company's Check Issue Data prior to posting the Check to Company's Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank's Controlled Disbursement Service.

3.2. **Positive Pay and Positive Pay Only.** Bank electronically compares a Check to Company's Check Issue Data after posting the Check to Company's Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank's ARP Service is not required for Positive Pay Only.

4. **Payee Validation.** Payee validation is an optional, additional service for which Customer is charged separately. In addition to performing the electronic comparison described in section 2, Bank electronically compares the payee's name on each Check exceeding the dollar amount established by Bank (the "Payee Validation threshold") to the payee's name in Company's Check Issue Data. Bank will not perform this electronic comparison or any other Payee Validation review on a Check that is less than the Payee Validation Threshold. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company's Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (c) Company fails to include the payee's name on the Check in Company's Check Issue Data; (d) Bank does not receive Company's Check Issue Data for the Check before the cutoff time Bank separately discloses; or (e) Company requests Bank add the payee's name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check under the Payee Validation threshold Bank pays if Company notifies Bank it has incurred a loss as a result of an unauthorized alteration of the payee's name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee's name because Company has (x) truncated the payee's name in Company's Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank's Customer Guidelines for the Service). NOTE: When Customer enrolls in Bank's optional Payee Validation Service, Customer is charged a per-Check fee for each Check presented on Customer's Account during a monthly billing cycle. This fee is separately disclosed to Customer. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation threshold.

5. **Check Issue Data.** The "Check Issue Data" for any Check is the Check's complete serial number and numeric amount, and if Company has selected Payee Validation, the payee's name (or truncated name). As detailed in Bank's User Guide for the Service, a "truncated name" is the portion of a payee's name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide Bank with the Check Issue Data for all issued Checks in the format, through the medium, and at the place(s) Bank specifies. Company will not distribute any Check before it has included the Check in the Check Issue Data it has provided to Bank. In performing the Service, Bank will use only the Check Issue Data

Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company's future-dated Check register matches the current Business Day's calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.

6. **Payment of Matching Checks.** If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a "Matching Check"), Bank will make final payment on the Check and charge the Check to Company's Account (subject to section 13).

7. **Notification of Exception Item; Image of Exception Item.**

   7.1. **Electronic Comparison.** When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank's *Commercial Electronic Office® (CEO®)* portal.

   7.2. **Manual Review.** When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.

   7.3. **Holdover Exception Items.** This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank's Perfect Presentment Positive Pay Service. A "Holdover Exception Item" is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.

   7.4. **Image of Exception Item.** Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company's Decision Deadline.

8. **Default Options.** A "Default Option" is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) "Return", under which Bank returns the Exception Item to the bank of first deposit marked "refer to maker" even if Company validly issued the Exception Item (and does not charge it to Company's Account); or (b) "Pay", under which Bank charges the Exception Item to Company's Account (even if it is counterfeit, altered or not validly issued).

9. **Company's Instructions to Bank; Failure to Instruct by Decision Deadline.**

   9.1. **Company's Pay or Return Decision.** Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.

   9.2. **Instructions Prior to Decision Deadline.** If, prior to Company's Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company's instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the

Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the *CEO*® portal, Company will use the *CEO*® portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.

9.3. No Instructions Prior to Decision Deadline. If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.

10. Directly-Presented Checks. A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through a depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company could review and timely decision Bank's Exceptions Report on which Bank would identify the directly-presented Check as an Exception Item. When Company's Check Issue Data on file with Bank does not include a directly-presented Check at the time Bank receives the Check, Bank will (a) take those steps as Bank, in its sole discretion, determines are commercially reasonable to review and accept the Check for deposit or encashment, or (b) refuse to accept the Check for deposit or encashment. Bank may vary these steps depending on the channel through which Bank receives a directly-presented Check. Company may instruct Bank to exclude all directly-presented Checks from this process, in which event each directly-presented Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time Bank receives it for deposit or encashment.

11. Limitation of Liability and Indemnification. Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.

12. **Stop Payment; Cancel and Void Instructions; Stale-Dated Checks.** Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. Bank will have no liability for failing to follow Company's cancel or void instruction for any Check on which Bank has made final settlement. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check other than a directly presented Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.

13. **Bank's Right to Return Checks.** Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.

14. **Survival.** Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.

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WELLS FARGO STAGECOACH SWEEP®
SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Stagecoach Sweep service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Customer uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. **Description of Service.** The Service enables Customer to link each domestic demand deposit account Customer enrolls in the Service ("Account") to one of the options described in Section 4 (each, an "Investment Sweep Option"). Customer may also link Customer's Account to Customer's line of credit with Bank ("Credit Sweep Option"), as described in Section 6. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Customer's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Customer have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Customer may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in Section 5. Additional provisions pertaining to the Investment Sweep Options are set forth in Sections 7 through 11.

3. **Authorization.** Customer appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Customer has elected in the Acceptance.

4. **Investment Sweep Options.** Bank offers the following Investment Sweep Options, each of which is subject to Section 5:

4.1. ***Wells Fargo Stagecoach Sweep*® Preferred Option.** The Transferable Balance will be swept to an omnibus deposit account at Bank ("Preferred Option Account"). Funds belonging to multiple Bank customers are held in this omnibus deposit account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

4.2. ***Wells Fargo Stagecoach Sweep*® Repurchase Agreement Option with secondary *Wells Fargo Stagecoach Sweep*® Preferred Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep*® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Preferred Option Account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

4.3. ***Wells Fargo Stagecoach Sweep*® Repurchase Agreement Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep*® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

4.4. ***Wells Fargo Stagecoach Sweep*®, Money Market Mutual Fund ("MMMF") Option.** The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Customer's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Customer.

5. **Maximum Investment Amount; Transferable Balance Not Invested; Earnings on Investment Sweep Option.**

5.1. **Maximum Investment Amount.** If Customer has designated a maximum amount for investment in Customer's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Customer on any given Business Day will equal the lesser of the Customer's Transferable Balance or Maximum Investment Amount. Any portion of Customer's Transferable Balance that is not invested pursuant to this Section 5.1 will remain in the Account and not earn interest.

5.2. **Transferable Balance Not Invested.** Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is

able to invest for Customer in the ordinary course of business. Any Transferable Balance not invested pursuant to this Section 5.2 will be held in accordance with Customer's Investment Sweep Option.

5.3. **Earnings on Customer's Investment Sweep Option.** Bank will handle any earnings on Customer's Investment Sweep Option in accordance with Customer's separate instructions to Bank.

6. **Credit Sweep Option.** At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Customer in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option that Customer may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Customer if an event of default occurs under the Loan Documentation.

7. **Provisions Applicable To Each Investment Sweep Option.**

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.

8. **Additional Provisions Applicable to *Wells Fargo Stagecoach Sweep*® Preferred Option.**

8.1. **Interest.** Funds in Bank's Preferred Option Account will bear interest at a variable rate determined by Bank from time to time in its sole discretion. Accrued interest on funds in Bank's Preferred Option Account will be credited to the Account as agreed by Customer and Bank. If Customer has elected to be paid interest on a monthly basis, pending any such payment, Customer's interest accrued each day from the Preferred Option Account will continue to accrue and compound on a daily basis. For advance information about the interest rate on any given Business Day, Customer may contact its relationship manager at Bank.

8.2. **Statements.** Bank will make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Customer may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.

9. **Additional Provisions Applicable to *Wells Fargo Stagecoach Sweep*® Repurchase Agreement Option.**

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE CUSTOMER'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO CUSTOMER. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO CUSTOMER.

9.1. **Purchases and Sales.** Subject to the limitations described in Section 9.2, on each Business Day on which there is a Transferable Balance Bank will sell to Customer an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Customer (see Section 9.7.). Each sale by Bank to Customer is a "Transaction".

Subject to Section 9.2 regarding purchase increments, the price of Customer's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. At the beginning of the first Business Day following the sale to Customer of a Fractional Interest, Bank will repurchase that Fractional Interest from Customer at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Customer and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Customer. For advance information regarding the Pricing Rate on any given Business Day, Customer may contact its relationship manager at Bank.

The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Customer represents and warrants to Bank that Customer (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Customer's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Customer's governing body to enroll in this Repurchase Agreement option.

9.2. **Purchase Increments.** To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Customer's Fractional Interest in increments of $100 (with any unused Transferable Balance remaining in the Account).

9.3. **Holding of Securities.** On the date that Bank repurchases Customer's Fractional Interest, any Repo Securities designated to Customer as collateral will be released to Bank's account. Bank acts as Customer's agent and in the event of default (i.e., Bank failure), Customer has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Customer under this Repurchase Agreement Option.

9.4. Right of Substitution. Bank will not have any right of substitution with respect to the Repo Securities.

9.5. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Customer will have the security interest described in Section 11.2). In addition, because Customer will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Customer will not be required to maintain margin.

9.6. Pledge of Securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Customer as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Customer. This security interest is described in Section 11.2. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Customer in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Customer will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.

9.7. Confirmations and Statements. Bank will make a daily confirmation available to Customer showing Customer's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period.

9.8. Additional Disclosures.

(a) Customer and Bank recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(b) It is understood that either party's right to liquidate Repo Securities held for in connection with Transactions hereunder or to exercise any other remedies pursuant to Section 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) Customer and Bank agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(d) In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder.

(e) In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder.

(f) In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

10. Additional Provisions Applicable to *Wells Fargo Stagecoach Sweep*® Money Market Mutual Fund Option.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH THE MMMFs SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT $1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING WELLS FARGO FUNDS INCLUDING THE MMMF OPTION CUSTOMER SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING www.wellsfargofunds.com. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT WELLS FARGO FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

WELLS FARGO FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF WELLS FARGO & COMPANY, PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR WELLS FARGO FUNDS®. OTHER AFFILIATES OF WELLS FARGO & COMPANY PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY WELLS FARGO FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, AN AFFILIATE OF WELLS FARGO & COMPANY.

acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the

Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.

10.2. Purchase of Shares. Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Customer's Transferable Balance to the omnibus deposit account at Bank. Customer's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Customer's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Customer's Investment Balance is not FDIC insured.

10.3. Statements. Bank will make a periodic statement available to Customer showing the Investment Balance and Customer's purchases and redemptions of MMMF shares during the statement period. Customer may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.

10.4. Termination, Suspension of Service. Customer's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Customer to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Customer's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.

10.5. Shareholder Communications. All shareholder communications with respect to the MMMF will be forwarded to Customer's current address as shown on Bank's records.

10.6. Dividend Accruals. Daily dividend accruals are based on the Investment Balance at the end of each day. If Customer's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.

11. FDIC Disclosures. FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(l) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

11.1. *Wells Fargo Stagecoach Sweep*® Preferred Option. Funds held on Customer's behalf in Bank's Preferred Option Account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits.

11.2. *Wells Fargo Stagecoach Sweep*® Repurchase Agreement Option. Customer's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Customer's funds used to purchase Customer's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of Customer's Fractional Interest and as an unsecured general creditor to the extent the Purchase Price exceeded the then-current value of Customer's Fractional Interest.

11.3. ***Wells Fargo Stagecoach Sweep*® Money Market Mutual Funds Option.** Funds held on Customer's behalf in the omnibus deposit account at Bank are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account in Bank's name at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

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Commercial Card Agreement

The following document contains a sample WellsOne® Commercial Card agreement. Please refer to the link provided on the first page for all agreements and service descriptions.

https://wellsoffice.wellsfargo.com/ceopub/prc/service-descriptions/index.jsp

WELLSONE® COMMERCIAL CARD AGREEMENT

This WellsOne® Commercial Card Agreement (this **"Agreement"**) is made and entered into effective as of the date last executed below (the **"Effective Date"**), by and between Wells Fargo Bank, National Association (**"Wells Fargo"**) and (**"Customer"**).

Introduction

This Agreement governs the Visa® *WellsOne* Commercial Card and/or MasterCard® MultiCard Commercial Card (collectively, **"Card"**) issued by Wells Fargo for use by Customer and its designated employees, subsidiaries, affiliates, agents and representatives (**"Cardholders"**). In this Agreement, "Card" shall mean individually and collectively, all Visa® *WellsOne* and MasterCard® MultiCard Commercial Cards and account numbers issued to Customer, Cardholders and the associated accounts including all card-not-present transactions and account numbers. The transactions made using the Card constitute extensions of credit by Wells Fargo to Customer and not to individual employees, or agents of Customer. In order to participate in the *WellsOne* Commercial Card program, Customer shall at all times maintain ten (10) or more Cards. Attachment A-1 (Program Information), Attachment A-2 (Multiple Division Billing Program Information), if applicable, Attachment B (Program Administrator), Attachment C-1 (Fee Schedule), and Attachment C-2 (Revenue Share Calculation), if applicable, are incorporated into this Agreement. In addition, the following Service Descriptions will be incorporated into this Agreement if Customer or its Cardholders elect, now or hereafter, to utilize a service or functionality described therein: (i) Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description; (ii) CCER AP Control/Just-in-Time Card Service Description; (iii) MasterCard® Payment Gateway™ Service Description; (iv) Receipt Imaging Service Description; (v) Convenience Check Service Description; (vi) Custom Data Solutions Service Description; and (vii) any other Service Description with respect to an additional service or functionality related to the Card that specifically references, and provides that it is incorporated by reference into, this Agreement. Such Service Descriptions are available and may be accessed at https://wellsoffice.wellsfargo.com/ceopub/prc/service-descriptions/index.jsp or such other Internet website address as Wells Fargo may from time to time designate by notice to Customer. For good and valuable consideration, and intending to be legally bound hereby, Customer and Wells Fargo agree to each and every term and condition of this Agreement as set forth below:

SAMPLE

1. Permitted Uses of Card; Promise to Pay; Credit Limit. The Card may be used for Cardholders' Customer-related purchasing, travel and entertainment, general payables and fleet purchases; to the extent such functionality is offered to Customer by Wells Fargo. Customer agrees that the Card shall be used for business purposes only. Customer represents and warrants that its execution of this Agreement and use of the Card will not in any way violate, conflict with or result in a breach of any contract or agreement between Customer (or any of its affiliates) and any third party, including any client of Customer or its affiliates, and Customer will indemnify, defend and hold Wells Fargo harmless from and against any claims relating to any such actual or alleged violation, conflict or breach. In no event shall the Card be used: (i) to make, directly or indirectly, any payment or engage in any other transaction by, on behalf of or for the benefit of any person(s) relating to personal, family or household purposes (*i.e.*, in no event may the Card be used, directly or indirectly, to make or facilitate consumer payments or consumer transactions of any type, regardless of whether Customer is in the business of making or facilitating such payments or transactions); or (ii) for any transaction that is unlawful or illegal under any applicable laws, rules and regulations and orders of any federal, state, local or foreign governmental authority (**"Applicable Law"**), including but not limited to, all economic sanctions, trade embargoes and anti-terrorism laws imposed by the U.S., the U.S. Foreign Corrupt Practices Act of 1977 (as amended), all applicable laws or regulations relating to money laundering and any predicate crime to money laundering, and **"restricted transactions"** as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. Except as otherwise provided in the "Liability for Unauthorized Use" Section below, Customer agrees to pay Wells Fargo, when due, the total of all purchases made with the Card. Customer also promises to pay the total of all other fees and charges due on the Card, as stated in this Agreement or as otherwise agreed to by Customer, and all costs and expenses, including all reasonable attorney's fees, and other reasonable legal costs incurred by Wells Fargo in enforcing this Agreement. Customer agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed the Credit Limit specified in Attachment A-1, or as may be changed from time to time. Customer agrees that it is responsible for repaying outstanding balances under the Card, including but not limited to those that exceed its Credit Limit. Wells Fargo may change the Credit Limit at any time and will promptly notify Customer as may be required by applicable law. Termination or expiration of this Agreement does not terminate Customer's obligation for all amounts owed pursuant to this Agreement.

2. Debit Authorization. Customer hereby authorizes and directs Wells Fargo to pay the total of all amounts charged on the Card as a result of purchases, other transactions, fees, charges, costs and expenses by debiting Customer's bank deposit account(s) as indicated on Attachment A-1 and, if applicable, Attachment A-2 (the **"Account(s)"**), on the calendar day (or next Business Day if the calendar day is not a Business Day) (the **"Due Date"**) following the date of each *WellsOne* or MultiCard Commercial Card billing statement provided to Customer (the **"Billing Statement Date"**). Any payment received on or after the Billing Statement Date and before the Due Date will be applied to reduce the amount debited from the Account(s) on the Due Date. A **"Business Day"** shall mean any day (except Saturday or Sunday) that Wells Fargo is open for business. Wells Fargo may also debit the Account(s) at any time for the purpose of settling Card transactions and payoffs of any fees, charges, costs and

expenses as stated in this Agreement or as otherwise agreed to and owed by Customer. The Account(s) shall also be subject to the terms and conditions of any netting or setoff provisions between Customer and Wells Fargo governing the Account(s) and any linked accounts. Customer represents and warrants that Customer owns and has sole and exclusive authority over the Account(s), including the authority to grant the debit authorization under this Section Two (2), and that no third party, including any client or Customer or its affiliates, is required to consent to or otherwise authorize or approve Customer's exercise of authority with respect to such Account(s), including the grant of such debit authorization.

3. Authorizations. All transactions on Customer's Card are subject to prior approval by Wells Fargo (**"Authorizations"**). Wells Fargo reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Wells Fargo may deny an Authorization if Wells Fargo suspects that the Card is being used without Customer's permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the Credit Limit and the Card is in good standing. For security reasons, Wells Fargo cannot explain the details of how the authorization system works. Wells Fargo shall not be liable for failing to give any such Authorization. Wells Fargo may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the Credit Limit, and Customer agrees it is liable for any such transactions. In addition, Wells Fargo reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

Notwithstanding the foregoing, Customer acknowledges and agrees that: (i) some or all of the Cards issued hereunder may be Cards that contain an embedded security microchip that works in tandem with personal identification number (PIN) authentication functionality (**"PIN & Chip Cards"**), rather than traditional magnetic stripe Cards; (ii) certain PIN & Chip Card transactions are authorized via Offline Authorization rather than Online Authorization; (iii) as a result, such PIN & Chip Card transactions authorized via Offline Authorization are not verified against restrictions applicable to the Customer's Card program generally or to a specific Card and/or Cardholder (such as credit limits, transaction type restrictions, etc.) prior to authorization; and (iv) Customer's liability and responsibility for PIN & Chip Card transactions shall not be in any way diminished or otherwise affected by whether such transactions have been authorized via Online Authorization or Offline Authorization. For purposes of the foregoing: (a) **"Online Authorization"** means authorization of a Card transaction via the electronic communications authorization system utilized for traditional magnetic stripe Card transactions, in which transaction information with respect to each Card transaction is electronically communicated to the Card issuer (i.e. Wells Fargo) for authorization; and (b) **"Offline Authorization"** means authorization of a PIN & Chip Card transaction by communication between the PIN & Chip Card and payment terminal using defined limiting parameters stored on the PIN & Chip Card, such as a cumulative offline transaction amount limit or a consecutive offline transaction limit, but without electronic communication with and authorization by the Card issuer (i.e. Wells Fargo) as would occur with an Online Authorization.

4. Program Administrator. Wells Fargo will require, and is authorized to rely on, written instructions it receives from the Customer's Program Administrator(s) named on Attachment B with regard to the following matters, without limitation: issuance of individual Cards to Cardholders; establishment of and changes to credit limits on individual Cards; notification of disputed transactions; and termination of individual Cards. Customer may substitute, remove or designate additional Program Administrators by written notice to Wells Fargo signed by an authorized officer of Customer. Notwithstanding any other provision of this Agreement to the contrary, if Customer enrolls to administer its *WellsOne* or MultiCard Commercial Card program(s) using the Internet to access Card information, Customer agrees that the primary Program Administrator named on Attachment B has full authority to substitute, remove or designate additional Program Administrators, each of whom may have the full authority of a Program Administrator including authority to designate other Program Administrators, and that written notice signed by an authorized officer of Customer is required only to substitute the primary Program Administrator. The primary Program Administrator may designate in writing one or more contacts for fraud or potential fraud related matters concerning Customer's Card program (**"Fraud Contact(s)"**), and in the absence of such designation the primary Program Administrator shall be deemed to be Customer's sole Fraud Contact. Customer may, but is not required to, execute additional Attachment Bs appointing separate program administrators for divisional or affiliate Card programs established under this Agreement.

5. Liability for Unauthorized Use. Customer shall be liable for all unauthorized use of the Card in any amount at any time, unless and until Customer has notified Wells Fargo that the Card or Card number has been lost, stolen or misappropriated or that the person or vehicle (in the event of a fleet program) in whose name the Card has been issued is no longer authorized to use the Card (for example, upon termination of employment). Notification concerning unauthorized use shall be made by Customer calling the customer service number most recently provided by Wells Fargo; provided however, that Customer shall cooperate with Wells Fargo to complete any required written correspondence requested by Wells Fargo. Customer shall be responsible for full payment of all purchases, fees and charges incurred prior to such notification, regardless of when actually posted to Customer's account. Notwithstanding the foregoing, Customer will not be liable for unauthorized use resulting from transactions made with a Card or Card number that has been skimmed or otherwise counterfeited; provided, that (i) such unauthorized use was not facilitated by the gross negligence, intentional misconduct or fraud of Customer or any of its Cardholders, (ii) such unauthorized use did not benefit Customer or any of its Cardholders or other employees or agents, and (iii) Customer timely submits a dispute with respect to such unauthorized use in accordance with the provisions of Section Eight (8) below.

SAMPLE

6. **Visa® Liability Waiver Program/MasterCoverage® Liability Protection Program.** Subject to applicable Visa® or MasterCard® terms and conditions, as applicable, Customer may be eligible for coverage under Visa's® Liability Waiver Program and/or MasterCard's® MasterCoverage® Liability Protection Program, which provide coverage against employee misuse of the Card. Customer should consult, as applicable, the Visa® Liability Waiver Program brochure or the MasterCard® MasterCoverage® Liability Protection Program brochure, available upon request from Wells Fargo, for terms and conditions of coverage. Customer acknowledges that Wells Fargo is not responsible for providing any form of liability protection program on Customer's behalf and that Wells Fargo makes no representations or warranties regarding any such program that may be offered by third parties.

7. **Department Cards.** In the event Customer requests Wells Fargo to issue Cards to Customer in a department, group name or other such designation not bearing a name or signature of an authorized employee or individual, all such Cards shall be deemed as **"Department Cards"**. Customer hereby represents, acknowledges and agrees that: (i) such Department Cards will be used by more than one authorized employee or individual; (ii) physical Cards may or may not be issued in conjunction with such Department Cards; and (iii) issuance of Department Cards may increase the risk of fraudulent or unauthorized use. As such, Customer is responsible for all security and protection of the Department Cards and any and all Customer procedures concerning the use of such Department Cards by its Cardholders.

8. **Billing Disputes, Chargeback Requests.** Customer may dispute amounts reflected on a billing statement that Customer reasonably believes to be incorrect because: (i) the amount shown on the billing statement does not reflect the actual face value of the transaction; (ii) the transaction shown on the billing statement did not result from the use of the Cards; (iii) the statement reflects fees not properly accrued under this Agreement; or (iv) the transaction is disputable with the honoring merchant under applicable Visa® or MasterCard® rules, as applicable, however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement. In the event of a dispute, Customer must notify Wells Fargo of its dispute within sixty (60) days from the transaction date of purchase. Each request to Wells Fargo must be in writing and contain the following information: (i) Cardholder name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason for the dispute; and (v) a summary of the steps already taken with the merchant to resolve the matter. Wells Fargo shall investigate the disputed amount and determine whether the amount is properly payable by Customer. Until Wells Fargo completes its investigation and determines whether the disputed amount is properly payable by Customer, Customer shall not be liable for the amount of the disputed transaction. Customer agrees that its failure to dispute a charge or other item within sixty (60) days from the transaction date of purchase shall constitute a waiver of any right the Customer may have to dispute the charge. In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa® or MasterCard® rules, as applicable, Wells Fargo shall attempt to charge the transaction back to the merchant in accordance with applicable Visa® or MasterCard® procedures. However, such attempted chargeback by Wells Fargo shall not relieve Customer of liability for the amount of the transaction even though the transaction may have been provisionally credited to the Customer's accounts.

9. **Default.** The occurrence of any of the following conditions or events shall constitute an **"Event of Default"** by Customer under this Agreement in which case, any unpaid balances on the Card shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances: (1) a payment is not made when due or a payment to Wells Fargo is returned or reversed for any reason; (2) a term of this Agreement is breached in any way; (3) Customer or any guarantor of Customer's account defaults under the terms of (a) any other agreement with Wells Fargo or any of its subsidiaries or affiliates or (b) any loan, credit or similar agreement with any third party; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or (if such change is adverse) volume of Customer's business; (6) Customer or any guarantor of Customer's account becomes insolvent or is dissolved; (7) there shall exist or occur any event or condition which Wells Fargo in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance of Customer's obligations under this Agreement; (8) Customer intentionally fails to submit required information Wells Fargo deems necessary; (9) Customer's account balance exceeds the Credit Limit; (10) any financial statement or certificate furnished to Wells Fargo in connection with, or any representation or warranty made by Customer or any other party under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made; (11) Customer or any guarantor of Customer's account, if any, fails to comply with any Applicable Law (as defined in Section One (1) above) materially affecting Customer, guarantor or the operations or property of either; (12) any owner of collateral given to secure the obligations hereunder, if any, shall fail to comply with any Applicable Law materially affecting any of the collateral; or (13) Customer, any guarantor of Customer's account, if any, or any other person with third party recourse liability hereunder, or an owner of any equity interest in Customer or any guarantor of other person with third party recourse liability hereunder or any subsidiary owned directly or indirectly by Customer, any guarantor or other person with third party recourse liability hereunder performs or engages in any act or series of acts that Wells Fargo reasonably believes could constitute money laundering or a predicate crime to money laundering under Applicable Law.

10. **Term; Right to Terminate.** Wells Fargo or Customer may, upon at least thirty (30) days' prior written notice to the other party, and with or without cause: (i) terminate this Agreement; (ii) terminate one or more services provided for in this

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Agreement; or (iii) terminate one or more Cards; provided, however, that the foregoing shall not affect Customer's ability to terminate the authority of a Cardholder as set forth below in this Section Ten (10). In addition, Wells Fargo may take any one or more of the actions referred to in the immediately preceding sentence immediately, without prior notice to Customer, upon the occurrence of an Event of Default. If Customer has enrolled in CCER, any such notice required under this Agreement may be delivered to Customer electronically in the same manner that statements are delivered. If Wells Fargo or Customer terminates the Agreement, or upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) Customer shall immediately, upon notice from Wells Fargo, destroy all Cards, (iii) Customer will continue to be responsible for full payment of the current balance on the Card and all purchases, fees and charges incurred before termination that post after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances. If Wells Fargo terminates one or more Cards but not the Agreement, Customer shall immediately, upon notice from Wells Fargo, destroy all such Cards. Upon termination of the Agreement, Customer acknowledges and agrees that the Account(s) and any and all collateral or guarantees in support of this Agreement will remain in place for a period of sixty (60) days from the termination date to satisfy all payment obligations of Customer under this Agreement. Customer may, at any time, terminate the authority of any Cardholder to use the Card. Such termination by Customer shall become effective upon written or electronic notice via the internet to Wells Fargo along with written confirmation that the Cardholder's Card has been destroyed.

11. Liability of Wells Fargo; No Implied Warranties. Wells Fargo's liability hereunder shall be limited to Customer's actual money damages caused directly by Wells Fargo's breach of this Agreement (except to the extent such liability is further limited by the terms of this Agreement), and Wells Fargo shall not be liable for any other matters whatsoever, including, without limitation: (i) Customer's use of the Card; (ii) the inability of Customer to use the Card or the unavailability of Card reports or authorizations as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service); or (iii) transmission errors or data security problems, or other acts or omissions, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to Customer or its designee). Notwithstanding the foregoing, in no event shall Wells Fargo be liable for any indirect, incidental, special, consequential or punitive damages, even if Wells Fargo has been advised of the possibility of any such damages. Except as expressly set forth in this Agreement, Wells Fargo makes no warranties with respect to the Card, any service related thereto, or any software used in connection therewith, including without limitation any warranty as to merchantability or fitness for a particular purpose.

12. Changes to Agreement or to Credit Limit; Other Changes. In addition to, and not in lieu of, Wells Fargo's termination rights in Section Ten (10) above, Wells Fargo may unilaterally, in its sole discretion: (i) change the Credit Limit for any reason, including but not limited to changes as may be required by law, upon prompt notice to Customer; and/or (ii) change any of the terms of this Agreement or any Attachments hereto upon thirty (30) days prior written notice to Customer. Customer may change the designated Program Administrator(s) or an Account number upon an authorized officer's notice in writing or via the Internet to Wells Fargo.

13. Foreign Currency Transactions. If a Card is used to engage in a transaction in a currency other than U.S. dollars (**"Foreign Currency Transaction"**), that amount will be converted into U.S. dollars before posting to Customer's account.

13.1 Foreign Currency Transaction Procedures: If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, Visa® or MasterCard®, as applicable, will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, Visa® and MasterCard® regulations and procedures provide that the currency conversion rate they use is either: (1) a wholesale market rate, which rate may vary from the rate Visa® or MasterCard® itself receives; or (2) a government-mandated rate for the applicable currency as determined under Visa® or MasterCard® regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the Cardholder's account.

13.2 Point of Sale Currency Conversion: Some merchants outside of the United States offer Cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction (**"Point of Sale Currency Conversion"**). If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant.

13.3 Cross Border Transactional Fee. For each Foreign Currency Transaction that has been converted into a U.S. dollar amount by Visa® or MasterCard®, as applicable, and for each Point of Sale Currency Conversion transaction where a non-U.S. merchant originates a transaction in U.S. dollars, Wells Fargo will charge Customer a 1% fee ("**Cross Border Transactional Fee**").

14. Direct Transmissions. Customer may request to receive Card transaction data to be transmitted directly to Customer, or to a third party recipient designated by Customer, electronically from either the Card network (Visa® or MasterCard®) or its subcontractor (hereinafter, **"Direct Transmissions"**). Upon receipt of such request (which shall be in writing (including,

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without limitation, e-mail) and from an authorized officer or Program Administrator of Customer), Wells Fargo will arrange for such Direct Transmissions. Customer agrees that Wells Fargo will not be liable for any damages, losses, liability or any other claims whatsoever arising in any way out of transmission errors or data security issues on the part of the network or any third party (including, without limitation, any third party recipient designated by Customer) in connection with Direct Transmissions. Direct Transmissions shall be subject to the Direct File Feed Fee as set forth in Attachment C-1.

15. Financial Information. Promptly upon Wells Fargo's request, Customer shall provide, in form and detail satisfactory to Wells Fargo, current audited annual and certified quarterly financial statements and supporting footnotes and schedules.

16. Confidential and Proprietary Information.

(a). Customer and Wells Fargo acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For purposes hereof, "**Confidential Information**" means all non-public, confidential or proprietary information of a party that is disclosed by such party (including any of its Representatives (as defined below)) (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Section Sixteen (16); (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of Confidential Information.

(b). For a period of two (2) years following its disclosure to the Receiving Party, the Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity, except disclosures (A) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives (as defined below), (C) in the case of Wells Fargo, to i) Visa® or MasterCard®, as applicable, ii) third party payment industry service providers with whom Wells Fargo has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, iii) as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description, if applicable, (D) required by applicable law or legal process in the opinion of the Receiving Party's counsel or any of its Representative's counsel, as applicable, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). For purposes hereof, "**Representatives**" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party or any of its Representatives is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) of the first sentence of this paragraph, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section Sixteen (16).

(c). Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will use commercially reasonable efforts to destroy all copies of Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement).

(d). If there is a breach of this Section Sixteen (16) by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

17. No Waiver; Right of Set-Off. Neither party's failure to exercise any right or to pursue any remedy under this Agreement or otherwise shall constitute a waiver thereof. Wells Fargo shall have the right to, in its sole discretion, set-off or recoup any obligation of Customer to Wells Fargo under this Agreement or otherwise against any obligation Wells Fargo owes to Customer, including a set-off against any deposit account(s) Customer has with Wells Fargo to the extent permitted by law.

18. Miscellaneous; Entire Agreement; Governing Law; Counterparts; No Assignment; Independent Contractor;

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Severability. This Agreement contains the entire understanding between the parties on the subject matter hereof and supersedes all prior agreements, negotiations and representations. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Customer may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise). Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Wells Fargo and Customer. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to: (i) any credit subject hereto, or the Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

19.1. Governing Rules. Any arbitration proceeding will: (i) proceed in a location in South Dakota selected by the American Arbitration Association (**"AAA"**); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the **"Rules"**). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

19.2. No Waiver of Provisional Remedies; Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to: (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

19.3. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Such single arbitrator or panel of three arbitrators, as applicable, is hereafter referred to as the "arbitrator". Each arbitrator will be a neutral attorney licensed in the State of South Dakota or a neutral retired judge of the state or federal judiciary of South Dakota, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of South Dakota and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the South Dakota Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

19.4. Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

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19.5. **Class Proceedings and Consolidations.** No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed the Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

19.6. **Payment Of Arbitration Costs And Fees.** The arbitrator shall award all costs and expenses of the arbitration proceeding.

19.7. **Miscellaneous.** To the maximum extent practicable, the AAA, the arbitrator and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

20. **Customer Provided Card Content.** For purposes of this Agreement, **"Customer Provided Card Content"** means any and all business, division, trade or assumed names, trade dress, service marks, trademarks, logos or other words or images that Customer or its representatives supply for inclusion on any Cards issued under this Agreement. Customer will defend, indemnify and hold harmless Wells Fargo and its affiliates, as well as the employees, officers, directors and agents of Wells Fargo and its affiliates (each an **"Indemnified Party"**) against all costs and expenses of the Indemnified Party (including without limitation any losses, liabilities, damages, fines, penalties or reasonable attorneys' fees) arising from or in connection with any dispute, claim, suit, action, proceeding or demand brought against an Indemnified Party relating to any actual or alleged violation of intellectual property rights of any third party as a result of the inclusion of any Customer Provided Card Content on the Cards.

21. **Foreign Personnel**. If Cards are distributed by Customer or at its instruction to Cardholders outside of the United States, Customer shall be solely responsible for complying with any applicable foreign employment and/or data privacy laws or requirements in connection therewith, including but not limited to any requirements to provide notices or disclosures to or to obtain consents from Cardholders. Wells Fargo shall have no liability for Customer's failure to comply with any such requirements.

22. **Cooperation.** Customer shall promptly provide Wells Fargo with any information that Wells Fargo may request to confirm that the Cards are being used in accordance with the terms and conditions of this Agreement. Such requested information may include, without limitation, information about any Cardholder and/or any other involved parties, and the intended purpose or use of a Card transaction. In the event that Customer does not comply with the terms of this section, Wells Fargo will have the right, in its sole and absolute discretion, to terminate immediately any Card issued in the name of such individual(s), and Customer shall not permit such individual(s) to use any other Cards issued pursuant to this Agreement.

23. **Cross Collateral Exclusion.** Customer acknowledges and agrees no deed of trust, mortgage, security deed, or similar real estate collateral agreement, nor any security agreement, pledge, assignment or similar personal property collateral agreement provided to Wells Fargo by Customer or any other party shall now or hereafter secure the indebtedness and other obligations of Customer to Wells Fargo subject to this Agreement by reason of any cross-collateralization or similar provision purporting generally to expand the scope of obligations secured thereby to include the indebtedness and other obligations subject to this Agreement. For the elimination of doubt unless specifically described as being secured thereby no such document shall secure the indebtedness and obligations subject to this Agreement.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Authorized Officer: _____	Authorized Officer: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

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WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A - 1
PROGRAM INFORMATION

CUSTOMER NAME

TAX ID

ADDRESS

CREDIT LIMIT $

ACCOUNT(S)

Billing Settlement Account:	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees**
BANK NAME	Wells Fargo
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	
BILLING STATEMENT CYCLE*	

*Applies to purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees. Other fees hereunder will be billed separately on a monthly basis.

Fee/Analysis Account:	**For other fees under this Agreement, as amended and supplemented from time to time (including other fees specified in Attachment C-1)**
BANK NAME	Wells Fargo
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

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WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A-2, MULTIPLE DIVISION BILLING
PROGRAM INFORMATION

CUSTOMER NAME
ACCOUNT(S)

_____ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

_____ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

_____ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

_____ Division	**For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program**
BANK NAME	WELLS FARGO
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

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WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT B - PROGRAM ADMINISTRATOR
DATE

Please provide the following information about each Program Administrator:

Customer Name _____ Enter Division Name, if applicable _____

*The Attachment B to the Agreement may be updated at a later date in accordance with the terms of Section 4 of the Agreement, however it will replace the original Attachment B and all current Program Administrators of Customer must be included.

PROGRAM ADMINISTRATOR (*Primary*)
Main point of contact for day to day business

(Name / Title) _____
(Physical Street Address) _____
(City / State / Zip Code) _____
(Telephone) _____ (Fax) _____
(Email Address) _____

PROGRAM ADMINISTRATOR (*Secondary*)

(Name / Title) _____
(Physical Street Address) _____
(City / State / Zip Code) _____
(Telephone) _____ (Fax) _____
(Email Address) _____

PROGRAM ADMINISTRATOR (*Secondary*)

(Name / Title) _____
(Physical Street Address) _____
(City / State / Zip Code) _____
(Telephone) _____ (Fax) _____
(Email Address) _____

PROGRAM ADMINISTRATOR (*Secondary*)

(Name / Title) _____
(Physical Street Address) _____
(City / State / Zip Code) _____
(Telephone) _____ (Fax) _____
(Email Address) _____

(add additional pages as necessary)

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Select the Program Administrator above authorized to provide instructions on Card delivery: _____.*

**Requirements:*

(i) All Card delivery addresses must be a physical address; and

(ii) Card delivery addresses may include such Program Administrator's address above and/or to such other address(es) as instructed by such Program Administrator. If no instructions are provided, all Cards will be delivered to the address of such Program Administrator.

Select the Program Administrator above designated to receive billing statements: _____

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-1
FEE SCHEDULE
CUSTOMER NAME:
DATE:

ONE TIME FEES:

Set-up Fee	$ 3000
On-site Implementation Fee	$ Not Selected

RECURRING FEES:

The following fee pricing will apply if the monthly net purchase volume of $ and an average transaction size of $

are **NOT** met.

		Ramp up period* through which fees are waived:
Program Maintenance	$ 200 /Month	3 months
CCER Reporting Solution	$ 200 /Month	3 months
Transaction Fee	$ 1.60 /Transaction	3 months
Card Issuance	$ 40 /Account	3 months

**The ramp up period will begin the month the program is in its final stage of implementation. For example, if a program with a 6 month ramp up period is implemented on any day in January, January is month one. The ramp up period will end June 30.The first charges will be for July, seen on the August Account Analysis statement.*

ARE met.

Program Maintenance	$ 200 /Month
CCER Reporting Solution	$ 200 /Month
Transaction Fee	$ 1.60 /Transaction
Card Issuance	$ 40 /Account

MISCELLANEOUS FEES (Applicable Only If Customer Elects and/or Uses This Service):

Receipt Imaging:	
Initial Set-up	$ 500
Year 1 Archival Cost	$ 0.05/Imaged Page
Years 2-7 Archival Costs	$ 0.03/Imaged Page (per year)
Receipt Imaging Off-load Setup Fee	$160
HR File Feed Setup Fee	$160
Cash Advance Fee	2%/$2 minimum
Cross-Border Transactional Fee	1 % / Transaction
Card Artwork (Logo)	$ 450
Custom Card Design*	$ 1,000 per standard design set-up
Manual Reports	$ 175/ Report
Rush Card	$ 10/Incident
Phone Re-Training	$ 175/Incident
Convenience Check:	
Transaction Fee	2%/$2 minimum
Program Maintenance	$ 250/Month
Returned Check Fee	$ 29/Incident
Stop Payment Fee	$ 25/Incident
Convenience Check Copy	$ 10/Check Copy
Custom Data Solutions	
Custom Report Set-up	$ 100/ Hour
Custom File Mnthly Maint	$ 100/ Month
Custom File Transmission	$ 5/ transmission

- No fees are assessed until customer begins using service
- For those customers who opt to use ACH reimbursement for out-of-pocket expenses, separate ACH fees will apply.
- For those customers who opt to use CCER AP Control, Separate Payment Manager fees may apply.
- For those customers who opt to use the Commercial Card Expense Reporting solution, accessed through the Commercial Electronic Office (CEO), separate CEO access charges may apply.

* Non-standard designs may be subject to additional costs and requirements, including design creation fees and minimum card order requirements.

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WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-2
REVENUE SHARE CALCULATION
CUSTOMER NAME:
DATE

Revenue Share will be paid within forty-five (45) days following the end of each Program Year on Net Purchase Volume for such Program Year. For purposes of this Attachment C-2, **"Program Year"** shall mean the twelve month period beginning January 1 and ending December 31.

Standard Revenue Share Schedule

Net Purchase Volume*			Revenue Share
$	to	$	0 Basis points (bps)
$	to	$	bps
$	to	$	bps
$	to	$	bps
$	to	$	bps
$	to	$	bps
$	to	$	bps

Custom Interchange Revenue Share Schedule

Net Purchase Volume* of Custom Interchange Transactions	Revenue Share
$ 1.00 and above	5 - basis points (bps)

Commencing with the Program Year ending December 31, 2016 and annually thereafter ("**Anniversary Date**"), the Revenue Share amount to be paid to Customer (if any) shall be calculated and applied retroactively by multiplying the applicable Revenue Share bps times the Net Purchase Volume for the previous Program Year. No Revenue Share shall be owed for the previous Program Year if: (i) Customer terminates this Agreement prior to the Anniversary Date, or (ii) Wells Fargo terminates this Agreement for an Event of Default prior to the Anniversary Date. No Revenue Share shall be owed for the previous Program Year if the Customer's average transaction size for such Program Year is less than $.

*** "Net Purchase Volume" shall mean total volume minus credits and cash advances (if applicable).** Wells Fargo will segregate or exclude Custom Interchange Transactions as defined and described below and as qualified by Visa® or MasterCard®, as applicable. The term **"Custom Interchange Transaction"** as used herein shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa or MasterCard®, as applicable, in its sole and absolute discretion and (ii) transactions with merchants participating in promotional interchange programs offered by Visa® or MasterCard® (including the Visa Partner Program or the MasterCard Partner Program) that qualify for non-standard promotional interchange rates. Such Visa® or MasterCard®, as applicable, large ticket transaction qualification requirements for large ticket interchange shall include, but not be limited to, custom payment service qualification with Level II and Level III data included with the transaction. Notwithstanding anything to the contrary contained herein, Wells Fargo may, in its reasonable discretion, exclude any Custom Interchange Transaction for which the interchange rate is below a minimum threshold established by Wells Fargo for purposes of Revenue Share calculation.

The following terms and conditions shall apply under this Attachment: i) Customer must obtain an annual minimum Net Purchase Volume of $ per Program Year, which may include Custom Interchange Transactions, to receive a Revenue Share payment under this Attachment, and ii) if such Custom Interchange Transactions are segregated, the Custom Interchange Revenue Share Schedule will apply to the Net Purchase Volume for such segregated transactions.

If Customer utilizes the MasterCard® Payment Gateway™: (i) any transaction in an amount greater than or equal to $100,000.00 made using the MasterCard® Payment Gateway™ will not be included in Customer's Net Purchase Volume, as a Custom Interchange Transaction or otherwise, for purposes of calculating Revenue Share payable to Customer hereunder and no Revenue Share will be payable to Customer in respect of any such transaction; and (ii) any transaction in an amount below $100,000.00 made using the MasterCard® Payment Gateway™ will be included in Customer's Net Purchase Volume for purposes of calculating Revenue Share payable to Customer hereunder and, subject to the conditions herein with respect to Customer's eligibility to receive a Revenue Share payment, will be separately segregated and paid at a rate separately agreed in writing by the parties, or in the absence of such written agreement, at the rate set out in the MasterCard® Payment Gateway™ Service Description.

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CCER AP CONTROL SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** This CCER AP Control Service Description (this **"Service Description"**) is hereby made a part of, and incorporated into, the WellsOne® Commercial Card Agreement (the **"Agreement"**) governing the Wells Fargo Bank, N.A. (**"Wells Fargo"**) and Customer, as defined in the Agreement, Commercial Card Program and CCER AP Control Services (each, a "**Service**"). By receiving this Service Description, Customer has requested that Wells Fargo provide Customer with the ability to utilize CCER AP Control within the Commercial Card Expense Reporting System (**"CCER"**) system, to the extent such functionality is available and approved for Customer.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. The following definitions shall have the following described meanings:

"CAN" means a single-use account number that is assigned to each payment that is transmitted and processed by Customer through CCER AP Control used in a card-not-present transaction.

"Card" means individually and collectively, all WellsOne® Commercial Cards and account numbers issued to Customer, Cardholders and all single-use account numbers and CANS.

3. **Description of Services.**

3.1 **Commercial Card Expense Reporting AP Control.** The Commercial Card Expense Reporting AP Control (**"CCER AP Control"**) Service provides proprietary single-use accounts to Wells Fargo Commercial Card Customers for business-to-business purchases delivered through the Commercial Card Expense Reporting system ("CCER") to Customer's merchants.

(a) CCER AP Control collects, transforms, and routes commercial payment instruction orders by allowing Customer to send invoice-based payment instructions to Wells Fargo via a batch process for settlement to its WellsOne® Commercial Card program. CCER AP Control accepts files from *Wells Fargo's Payment Manager® service* or direct file upload containing commercial card-based payment instructions and assigns a single-use Control Account Number (**"CAN"** as defined above) per payment, and sends the CAN with the transaction details to the appropriate merchant via secure e-mail. In addition, an electronic remittance detail file is then provided to Customer to facilitate closing out such payments within Customer's back-end applications.

(b) Customer may access payment status information directly within the workflow queues provided within CCER AP Control. Such information may be utilized by Customer to manage certain actions within its accounts payable area.

(c) Use of CCER AP Control shall allow Customer the ability to set up authorization parameters prior to Customer purchases and process and pay invoices using Customer's Card. Such parameters shall consist of but not be limited to the

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following: (i) a date range that the CAN is valid, (ii) MCC code or range, and/or (iii) payment amount or payment tolerance range.

4. **Payment File Transmission.** Customer will prepare each payment file and deliver it to Wells Fargo in accordance with the guidelines Wells Fargo separately makes available to Customer. Customer may deliver payment files to Wells Fargo, and Wells Fargo will acknowledge receipt of payment files, twenty-four hours a day, and seven days a week.

5. **Payment File Processing.** Wells Fargo will process Payment files and make payments in a twenty-four hour a day, seven days a week environment. However, and notwithstanding the aforementioned, such processing may be delayed as a result of periodic production outages resulting from implementation of system changes.

6. **Payment File Validation.** Wells Fargo will inspect each payment file received to confirm its format conforms to the requirements in the Customer User Guide. Wells Fargo's inspection will not detect erroneous or missing information or unauthorized payments.

7. **Incomplete, Rejected Payment Files**. If a payment file is missing a required data field for a payment described in it or if Wells Fargo has identified other errors that make it unable to process the file, Wells Fargo may, without liability to Customer, reject the entire payment file.

8. **Remittance Documents.** A remittance information document is available to Customer's designated suppliers via secure document delivery. Wells Fargo will not confirm receipt of or be liable for corruption or loss of data in a remittance information document after Wells Fargo makes it available.

9. **Foreign Currency Transactions.** If a CAN is used to make a payment in a currency other than the currency in which the Card is issued (U.S. dollars or Canadian dollars) (a **"Foreign Currency Transaction"**), the amount of such payment will be converted to U.S. dollars or Canadian dollars, as applicable, before posting to Customer's account. If such a Foreign Currency Transaction with a CAN occurs, Visa® will convert such Foreign Currency Transaction into a U.S. dollar amount or Canadian dollar amount, as applicable, by using its currency conversion procedure in effect at the time the transaction is processed. For each such Foreign Currency Transaction, Wells Fargo will charge Customer a fee equal to 1% of the converted U.S. dollar amount or Canadian dollar amount, as applicable.

10. **Annual Spend Volume.** Customer acknowledges and agrees that participation in CCER AP Control is conditioned upon Customer maintaining a minimum annual Net Purchase Volume of $5,000,000.00 or greater through CCER AP Control, following a six (6) month ramp-up period which shall commence after Customer's implementation.

11. **Limitation of Liability.** In no event shall Wells Fargo be liable for any indirect, incidental, special, consequential or punitive damages arising out of or related to CCER AP Control under this Service Description.

12. **Survival.** Sections 6, 7, 8, 9, 11 and 12 of this Service Description will survive the termination of Services.

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CONVENIENCE CHECK SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** This Convenience Check Service Description (this **"Service Description"**) is hereby made a part of, and incorporated into, the WellsOne® Commercial Card or Wells Fargo MasterCard® MultiCard (or Purchasing Card) Agreement (the **"Agreement"**) governing the Wells Fargo Bank, N.A. (**"Wells Fargo"**) and Customer, as defined in the Agreement, Commercial Card Program and related Convenience Check services (the "**Service**"). This Service Description relates to Customer's and its Cardholders' use of Convenience Check drafts as described below. If there is a conflict between any provision of this Service Description and any provision of the Agreement, the provision of this Service Description will control. Customer's or its Cardholder's use of the Service confirms Customer's receipt of and agreement to be bound by this Service Description. If an enhancement or other change to the Service requires a change to this Service Description, Wells Fargo will make an updated version of this Service Description available to Customer. If Customer or its Cardholders or personnel continue to use the Service after such update has been made available to Customer, Customer will be deemed to have consented and agreed to the update.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

3. **Description of Service.** Convenience Check drafts are designed for use with Customer's Commercial Card account. Customer may request Convenience Check drafts from Wells Fargo to permit Customer's Cardholders to have access to Customer's line of credit through the use of such checks. Customer shall provide written notice to Wells Fargo identifying the Cardholders to whom convenience checks are to be sent. Only designated individuals to whom Convenience Check drafts have been issued may use them. Customer is solely responsible for ensuring that the addresses on file of all Cardholders who receive Convenience Check drafts are current and accurate. The drafts may be used like normal bank checks and will post to Customer's Commercial Card account. Transaction Fees will apply when the drafts are used. When Wells Fargo receives a draft, Wells Fargo will pay it by advancing the amount of the draft from Customer's Commercial Card account unless the account is delinquent, in default, closed or the draft would cause the balance to go over Customer's Credit Limit or the specific credit limit for to the applicable Cardholder's Card; provided, however, that if Wells Fargo pays the draft notwithstanding the existence of any of the foregoing circumstances, Customer will be liable therefor. All Convenience Check drafts must be written in U.S. dollars. Customer shall be liable for the payment of the face amount of all such Convenience Check drafts, as well as all applicable fees and charges, regardless of whether any such draft is used in an unauthorized manner or for an unauthorized transaction. If circumstances arise causing Wells Fargo to question whether any such Convenience Check draft should be paid or returned, Customer agrees to promptly respond to Wells Fargo's inquiries, but in no event later than 1:00 pm Central Time on the same day the inquiry was placed. Convenience Check drafts may not be written as payment for any amount owed under the Agreement or any other obligation owed to Wells Fargo. Wells Fargo reserves the right to limit the amount for which any Convenience Check draft may be written and to return any draft unpaid within Wells Fargo's reasonable discretion. If Customer has a dispute with a merchant regarding property or services that Customer is unable to resolve with the merchant, and Customer used a Convenience Check draft as payment, Customer will not have the right to assert against Wells Fargo any claims or defenses involving that transaction.

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4. **Convenience Checks Stop Payment.** Wells Fargo does not guarantee the stop payment of a Convenience Check draft; however, Wells Fargo will make an attempt to stop payment of the draft within a reasonable period of time after Wells Fargo receives Customer's stop payment order, provided all information given to Wells Fargo is accurate and complete, and the draft has not already been paid.

5. **Returned Convenience Check Fee.** If Wells Fargo receives a Convenience Check draft for payment, and Customer's Commercial Card account or the specific Cardholder account has insufficient credit available to cover the amount of the draft, of if the account is otherwise not in good standing, the draft may be returned unpaid and Wells Fargo may assess the applicable returned check fee.

6 **Fees and Billing.** Wells Fargo will bill Customer for the Service through the Customer's Commercial Card billing statement or the account analysis statement. Fees for the Service shall be as set out in the Fee Schedule attachment to the Agreement, or if not specifically addressed therein (or if identified therein as not applicable) shall be as follows:

Transaction Fee	3% of the amount of the check ($2.00 minimum) for each check processed
Program Maintenance Fee	$250.00 per month
Returned Check Fee	$29.00
Stop Payment Fee	$25.00
Convenience Check copy Fee	$10.00 per check copy

7. **Limitation of Liability.** The limitation of liability provisions set forth in the Agreement shall apply to this Service Description and the Service described herein. Furthermore, in no event will Wells Fargo have any liability for claims, demands, actions, suits, losses, liabilities, damages costs or expenses arising from or related to (i) Customer's or its Cardholders' use of the Service, or (ii) the inability of Customer or its Cardholders to use the Service or the unavailability of the Service as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service).

8. **Termination.** In addition to the termination provisions contained in the Agreement (including Wells Fargo's ability to immediately terminate the Agreement or services (including the Service described herein) upon occurrence of an Event of Default), Wells Fargo or Customer may terminate the Service provided hereunder upon thirty (30) days prior written notice to the other with or without cause.

9. **Survival.** The provisions of Section 3 with respect to Customer's liability for Convenience Check drafts and merchant disputes, and Sections 4, 5, 6, 7 and 8 of this Service Description will survive the termination of the Service hereunder.

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CUSTOM DATA SOLUTIONS SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** This Custom Data Solutions Service Description (this **"Service Description"**) is hereby made a part of, and incorporated into, the WellsOne® Commercial Card or Wells Fargo MasterCard® MultiCard (or Purchasing Card) Agreement (the **"Agreement"**) governing the Wells Fargo Bank, N.A. (**"Wells Fargo"**) and Customer, as defined in the Agreement, Commercial Card Program and related custom data solutions services (the "**Service**"). This Service Description relates to services provided by Wells Fargo in connection with (i) the creation, generation and delivery of data files in a specified format containing information relating to Customer's Card program (**"Custom Data Files"**), (ii) Customer's ability to send certain data related to Customer's Card program to Wells Fargo's Commercial Card Expense Reporting Internet tool (CCER) and/or retrieve general transactional ledger data related to Customer's Card Program from CCER (**"Integration Services"**), and/or (iii) e-mail notifications to Customer or Cardholders of certain Card-related actions or occurrences (**"E-mail Notifications"**). If there is a conflict between any provision of this Service Description and any provision of the Agreement, the provision of this Service Description will control. Customer's (or its Cardholders' or personnel's) use of the Service confirms Customer's receipt of and agreement to be bound by this Service Description. If an enhancement or other change to the Service requires a change to this Service Description, Wells Fargo will make an updated version of this Service Description available to Customer. If Customer or its Cardholders or personnel continue to use the Service after such update has been made available to Customer, Customer will be deemed to have consented and agreed to the update.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

3. **Description of Service.** The Service is comprised of the following three components: (i) services related to the creation, generation and regularly scheduled automated delivery of Custom Data Files; (ii) Integration Services; and (iii) E-mail Notifications. Customer may utilize one, all or any combination of these three components of the Service.

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3.1 **Custom Data File Services.**

a) **Custom Data File Format.** The format of Custom Data Files may be either selected from a number of pre-set file formats made available by Wells Fargo or customized in accordance requirements provided by Customer (subject to Wells Fargo's approval of such requirements in its discretion). Creation and set-up of Custom Data File format(s) for Customer, including with respect to set up of pre-set file formats, is subject to hourly fees as referenced below.

b) **Custom Data File Transmission and Delivery.** Customer may select from among the automated Custom Data File transmission and delivery methods and frequencies offered by Wells Fargo in its discretion. Delivery of Custom Data Files will be subject to per file transmission fees as referenced below. Delivery of Custom Data Files will be by secure delivery channel (Wells Fargo's Secure Document Delivery (SDD) system or SAFE-T), unless Customer elects otherwise and Wells Fargo approves such election in its discretion (in which case Customer shall bear full responsibility and all risks associated with such alternative delivery method). In the event that Customer desires for Custom Data Files to be delivered directly to a third party designee, such third party designee will be subject to Wells Fargo's prior approval (which may be granted or withheld in its discretion) and Customer will be required execute authorization documentation provided

by Wells Fargo. Regular automated delivery of a Custom Data File will not begin until Wells Fargo's testing and Customer sign-off processes have been completed and the Custom Data File has been released into production.

3.2 **Custom Data Solutions Integration Services.** The Integration Services Customer may elect to utilize are comprised of: (i) automated upload services, which permit Customer to set up automated uploads of certain custom field validation and other data related to its Card program into CCER; and (ii) on demand, web-based services, which permit Customer to (a) retrieve general ledger transactional data related to its Card program from CCER and/or or (b) upload (on a non-automated basis) certain custom field validation and other data related to its Card program into CCER. Set-up for Integration Services is subject to hourly fees as referenced below.

3.3 **E-mail Notifications.** Customer may elect to arrange for Cardholders or program administrators to receive E-mail Notifications of certain Card-related actions or occurrences (i.e. Card transaction authorization declines) supported by Wells Fargo in its discretion. Set up for E-mail Notifications is subject to hourly fees as referenced below.

4. **Fees and Billing.** Wells Fargo will bill Customer for the Service through Customer's account analysis statement. Fees for the Service shall be as set out in the Fee Schedule attachment to the Agreement, or if not specifically addressed therein (or if identified therein as not applicable) shall be as follows:

(i) Custom Data Solutions Build/Set-Up: $75.00/hour through December 2014; and $100.00/hour from and after January 2015
(ii) Monthly Maintenance Fee: $100.00/month from and after January 2015
(iii) Transmission Fee: $5.00/file from and after January 2015

5. **Limitation of Liability; No Warranties.** The limitation of liability provisions set forth in the Agreement shall apply to this Service Description and the Service described herein. Furthermore, in no event will Wells Fargo have any liability for claims, demands, actions, suits, losses, liabilities, damages costs or expenses arising from or related to (i) Customer's or its Cardholders' or personnel's use of Service or Custom Data Files, (ii) the unavailability of the Service or Custom Data Files as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service), or (iii) transmission errors or data security problems, or other acts or omissions, on the part of any other person, including without limitation internet or telecommunications service providers, in connection with the transmission, delivery or storage of Custom Data Files or other data in connection with the Service. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTIBILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Termination.** In addition to the termination provisions contained in the Agreement (including Wells Fargo's ability to immediately terminate the Agreement or services (including the Service described herein) upon occurrence of an Event of Default), Wells Fargo or Customer may terminate the Service provided hereunder upon thirty (30) days prior written notice to the other with or without cause.

7. **Survival.** Sections 5, 6 and 7 of this Service Description will survive the termination of the Service hereunder.

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DIRECT FILE TRANSFER SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** This Direct File Transfer Service Description (this **"Service Description"**) is hereby made a part of, and incorporated into, the WellsOne® Commercial Card or Wells Fargo MasterCard® MultiCard (or Purchasing Card) Agreement (the **"Agreement"**) governing the Wells Fargo Bank, N.A. (**"Wells Fargo"**) and Customer, as defined in the Agreement, Commercial Card Program and related direct file transfer services (the "**Service**"). This Service Description relates to Wells Fargo arranging, at Customer's request, for Card transaction data under the Agreement to be electronically transmitted directly to Customer or its third party designee(s) from either the Card network (Visa® or MasterCard®) or its subcontractor. If there is a conflict between any provision of this Service Description and any provision of the Agreement, the provision of this Service Description will control. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by this Service Description. If an enhancement or other change to the Service requires a change to this Service Description, Wells Fargo will make an updated version of this Service Description available to Customer. If Customer or its Cardholders or personnel continue to use the Service after such update has been made available to Customer, Customer will be deemed to have consented and agreed to the update.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

3. **Direct File Transfer**. Customer has requested that that Wells Fargo arrange for Card transaction data under the Agreement to be electronically transmitted directly to Customer or its third party designee(s) from either the Card network (Visa® or MasterCard®) or its subcontractor (**"Direct Transmissions"**), and Wells Fargo has agreed to arrange for such Direct Transmissions from the Card network (Visa® or MasterCard®) or its subcontractor (hereafter, the **"Card Network"**).

4. **Limitation of Liability.** The limitation of liability provisions set forth in the Agreement shall apply to this Service Description and the Service described herein. Furthermore, in no event will Wells Fargo have any liability for claims, demands, actions, suits, losses, liabilities, damages costs or expenses arising from or related to (i) the Card Network's inability, refusal or failure to provide Direct Transmissions to Customer or its third party designee(s), (ii) the content, quality, timeliness or any other aspect or characteristic of Direct Transmissions to Customer or its third party designee(s), or (iii) transmission errors, data security issues or any other act or omission involving or on the part of the Card Network or any other third party, including without limitation internet or telecommunications service providers, in connection with Direct Transmissions to Customer or its third party designee(s).

5. **Termination.** In addition to the termination provisions contained in the Agreement (including Wells Fargo's ability to immediately terminate the Agreement or services (including the Service described herein) upon occurrence of an Event of Default), Wells Fargo or Customer may terminate the Service provided hereunder upon thirty (30) days prior written notice to the other with or without cause; provided, however, that Wells Fargo shall not be required to provide thirty (30) days prior notice in connection with such a termination due to the Card Network's refusal to continue to provide Direct Transmissions unless it is feasible (and if it is not feasible Wells Fargo will provide Customer with notice as promptly as reasonably practicable).

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6. **Survival.** The provisions of Sections 4, 5, and 6 of this Service Description will survive the termination of the Service hereunder.

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MASTERCARD® PAYMENT GATEWAY™ SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** This MasterCard® Payment Gateway™ Service Description (this **"Service Description"**) is hereby made a part of, and incorporated into, the WellsOne® Commercial Card or Wells Fargo MasterCard® MultiCard (or Purchasing Card) Agreement (the **"Agreement"**) governing the Wells Fargo Bank, N.A. (**"Wells Fargo"**) and Customer, as defined in the Agreement, Commercial Card Program and Customer's access to the MasterCard® Payment Gateway™ in connection therewith. This Service Description relates to Customer's access to and use of the MasterCard Payment Gateway product (the **"Payment Gateway"**) in conjunction with the Wells Fargo Payment Manager Service®. If there is a conflict between any provision of this Service Description and any provision of the Agreement, the provision of this Service Description will control. Customer's use of the Payment Gateway confirms Customer's receipt of and agreement to be bound by this Service Description. If an enhancement or other change requires a change to this Service Description, Wells Fargo will make an updated version of this Service Description available to Customer. If Customer continues to use the Payment Gateway after such update has been made available to Customer, Customer will be deemed to have consented and agreed to the update.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

3. **Product Description.**

3.1 **General.** Wells Fargo is an issuer of MasterCard-branded commercial Cards under MasterCard rules and policies. MasterCard International (the "**Gateway Provider**") has made the Payment Gateway available to Wells Fargo for purposes of marketing the Payment Gateway to its customers (including Customer) for use with the Wells Fargo Payment Manager Service. The Payment Gateway is a proprietary system that allows Wells Fargo's customers to route and settle commercial electronic payments between such customers and their suppliers, support payables account payments through virtual purchasing Card accounts, perform electronic funds transfer payments through a web-based portal, and access payment and remittance information.

3.2 **Functionality and Operation.** The Payment Gateway is a MasterCard hosted, centralized, and modular gateway for routing commercial payments between buyers and suppliers through acquirer processor banks (for credit and virtual purchasing card payments) (collectively **"Banks"**).

- The Payment Gateway collects, transforms, and routes commercial payment instruction orders. The Payment Gateway accepts files from Wells Fargo's Payment Manager Service containing commercial card-based payment instructions and remittance advice information from commercial buyers. Payment instructions are generated directly from the buyers' ERP (Enterprise Resource Planning) or Accounts Payable systems. The Payment Gateway translates those inbound files into the outbound formats and sends to the acquirer processor for authorization and settlement of card payments.

- The Payment Gateway includes buyer and supplier registry information as submitted by buyers and suppliers. Buyers and suppliers are enabled, through the web portal, to

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update and maintain accurate, current registry information. Periodically, current supplier information is synchronized with buyers' master vendor data.

- Suppliers' "public" directory information will be made available to all buyers. This enables buyers to review currently enrolled suppliers. Suppliers will be able to restrict or secure "private" data thereby only making it available to designated buyers or other users.

- Certain data elements from the buyer and supplier registries are appended to the inbound payment orders in order to create the outbound payment instruction files.

4. **Customer Information**. In connection with Customer's access to the Payment Gateway, Wells Fargo will provide various information relating to Customer to the Gateway Provider including, but not limited to, Customer's name, Card numbers, account information, Card usage, fees, transaction information, charges and expenses (**"Customer Information"**). Customer acknowledges and consents to such disclosure of Customer Information to the Gateway Provider.

5. **Limitation of Liability; No Warranties.** The limitation of liability provisions set forth in the Agreement shall apply to this Service Description. Furthermore, the Payment Gateway is maintained, operated and provided by the Gateway Provider, and Customer's receipt of services relating to the Payment Gateway from the Gateway Provider is at the discretion of the Gateway Provider. As such, Customer acknowledges and agrees that: (a) Wells Fargo is not an owner or operator of the Payment Gateway and Customer expressly assumes all risk for or related to its use; and (b) Wells Fargo will not be liable for any claims, demands, actions, suits, losses, liabilities, damages costs or expenses arising from or related to (i) errors or omissions, negligent or intentional, on the part of the Gateway Provider; (ii) the Gateway Provider's failure to provide the Payment Gateway as outlined in this Service Description for any reason whatsoever, (iii) Customer's use of or inability to use the Payment Gateway, or (iv) any transmission errors or data security on the part of any other person (with respect to Customer Information or otherwise), including without limitation in the transmission of Customer Information or other data to Gateway Provider by Customer or Customer's employees or agents, or in the storage or maintenance of Customer Information or other data by or the transmission of Customer Information or other data from Gateway Provider to Customer or its designees. THE PAYMENT GATEWAY IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OF OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTIBILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

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6. **Termination.** In addition to the termination provisions contained in the Agreement (including Wells Fargo's ability to immediately terminate the Agreement or services (including any service described herein) upon occurrence of an Event of Default), Wells Fargo may terminate Customer's ability to utilize the Payment Gateway upon thirty (30) days prior written notice to Customer; provided, however, that Wells Fargo shall not be required to provide thirty (30) days prior notice in connection with such a termination due to the Gateway Provider's termination of the Payment Gateway or refusal to continue to make the Payment Gateway available to Wells Fargo or Customer unless it is feasible (and if it is not feasible Wells Fargo will provide Customer with notice as promptly as reasonably practicable).

7. **Suspended Chargeback Rules.** Certain chargeback rules, or bases for potential chargebacks, are and will continue to be permanently suspended by both MasterCard and Wells Fargo in connection with the straight-through payment processing solution leveraging the Payment Gateway. The reasons for this suspension of chargeback rules include the following: (i) the supplier has no control or visibility into the card transaction or the account number, which invalidates certain merchant fraud related chargebacks, and (ii) the buyer

controls the transaction and releases funds only when goods or services are received, thus invalidating certain buyer dispute-related chargebacks. A list of the chargeback rules suspended for Payment Gateway transactions is attached hereto as Exhibit "A". MasterCard and/or Wells Fargo will promptly notify Customer in the event of changes to such list.

8. **Revenue Share**. If Customer is entitled to receive Revenue Share pursuant to the terms of the Agreement: (i) any transaction in an amount greater than or equal to $100,000.00 made using the Payment Gateway will not be included in Customer's Net Purchase Volume, as a Large Ticket Transaction or otherwise, for purposes of calculating Revenue Share payable to Customer and no Revenue Share will be payable to Customer in respect of any such transaction; and (ii) any transaction in an amount below $100,000.00 made using the Payment Gateway will be included in Customer's Net Purchase Volume for purposes of calculating Revenue Share payable to Customer and, subject to the conditions of the Agreement with respect to Customer's eligibility to receive a Revenue Share payment (e.g. minimum total Net Purchase Volume, minimum average transaction size, non-termination of the Agreement) will be separately segregated and paid at a rate separately agreed in writing by the parties or, in the absence of such written agreement, at a rate of 25 basis points.

9. **Survival.** Sections 4, 5, 6, 8 and 9 of this Service Description will survive the termination of Customer's use of the Payment Gateway.

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EXHIBIT "A"

Specific Chargeback Rules Suspended on MasterCard Payment Gateway Transactions

- 4801 Requested Transaction Data Not Received
- 4802 Requested/Required Information Illegible or Missing
- 4807 Warning Bulletin File
- 4812 Account Number Not on File
- 4837 No Cardholder Authorization
- 4840 Fraudulent Processing of Transactions
- 4841 Canceled Recurring Transaction
- 4842 Late Presentment
- 4846 Correct Transaction Currency Code Not Provided
- 4849 Questionable Merchant Activity
- 4850 Credit Posted as a Purchase
- 4853 Cardholder Dispute—Defective/Not as Described
- 4854 Cardholder Dispute—Not Elsewhere Classified (U.S. Region Only)
- 4855 Non-receipt of Merchandise
- 4857 Card-Activated Telephone Transaction
- 4859 Services Not Rendered
- 4860 Credit Not Processed
- 4862 Counterfeit Transaction Magnetic Stripe POS Fraud
- 4863 Cardholder Does Not Recognize—Potential Fraud
- 4870 Chip Liability Shift
- 4871 Chip/PIN Liability Shift
- 4999 Domestic Chargeback Dispute (Europe Region Only)

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RECEIPT IMAGING
SERVICE DESCRIPTION

1. **Introduction.** This Receipt Imaging Service Description (this **"Service Description"**) is hereby made a part of, and incorporated into, the WellsOne® Commercial Card or Wells Fargo MasterCard® MultiCard (or Purchasing Card) Agreement (the **"Agreement"**) governing the Wells Fargo Bank, N.A. (**"Wells Fargo"**) and Customer, as defined in the Agreement, Commercial Card Program and related receipt imaging services (the "**Service**"). This Service Description relates to a proprietary system that will allow Customer and its Cardholders and/or other personnel to store images of Card transaction or other receipts with Wells Fargo or its subcontractor. If there is a conflict between any provision of this Service Description and any provision of the Agreement, the provision of this Service Description will control. Customer's (or its Cardholders' or personnel's) use of the Service confirms Customer's receipt of and agreement to be bound by this Service Description. If an enhancement or other change to the Service requires a change to this Service Description, Wells Fargo will make an updated version of this Service Description available to Customer. If Customer or its Cardholders or personnel continue to use the Service after such update has been made available to Customer, Customer will be deemed to have consented and agreed to the update.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

3. **Description of Service.** The Service provides for the storage of Customer-related Card transaction or other receipts with Wells Fargo or its subcontractor pursuant to the following terms and conditions.

   3.1 **Submission of Imaged Receipts.** Wells Fargo will enable a feature to allow Customer to produce fax and/or e-mail cover sheets from the proprietary system Customer is using for statement reconciliation, and accessed through either the Commercial Card Expense Reporting System (CCER) or the Cardholder Reporting Information System (ChRIS). Customer shall use a fax or e-mail cover sheet with each individual Cardholder/employee statement it submits to Wells Fargo or its subcontractor via fax or e-mail. The fax and e-mail cover sheets will be pre-populated with the contact and indexing information (i.e., "bar code") and are required to accompany the images submitted by Customer via fax or e-mail. In the event Customer elects to use the e-mail option, individual Cardholders/employees shall prepare the e-mail cover sheet and transmit the e-mail cover sheet together with the applicable receipt images in a supported file format (i.e. TIF, GIF, JPG, PDF, bmp and png) via e-mail to the e-mail address provided on the e-mail cover sheet. A file size limit applies to imaged receipts submitted via e-mail.

   For customers using the proprietary system for statement reconciliation accessed through CCER, imaged receipts in a supported file format (i.e. TIF, GIF, JPG, PDF, bmp and png) also may be submitted to Wells Fargo via Apple or Android mobile device upload using the Mobile Receipt Image Capture feature accessible through Wells Fargo's *CEO Mobile*® service. Mobile device upload is not available to ChRIS customers. Images submitted via the Mobile Receipt Image Capture feature do not require a cover sheet. Instead, the Cardholder takes a picture of the applicable receipt(s) and selects the applicable statement to which the imaged receipts relate on

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his or her mobile device. File size and number of pictures per submission limits apply to imaged receipts submitted via mobile device upload.

3.2 **Format of Images.** Customer will be able to view, print, and/or store the document to be imaged, including any applicable fax and e-mail cover sheets, using Adobe Acrobat Viewer. Multi-page imaged receipt submissions will be stored as a single PDF document. The document will be defined as a single transmission associated with the applicable statement and may have multiple pages, in which case all pages will be combined into a multi-page PDF document.

3.3 **Retrieval of Images.** Wells Fargo will enable a feature through CCER or ChRIS to allow Customer to retrieve images of Customer's Card statement receipt(s) from Wells Fargo or its subcontractor. Imaged receipts, including any applicable fax and e-mail cover sheets, will be posted by Wells Fargo or its subcontractor for Customer viewing via the proprietary system within two (2) hours of receipt of the fax, e-mail or mobile upload by Wells Fargo or its subcontractor, Sunday 11:00 p.m., Central Standard Time through Friday, 11:00 p.m., Central Standard Time. Submissions requiring manual intervention from Wells Fargo or its subcontractor will be archived and posted for Customer viewing through CCER or ChRIS by the close of next business day. Images will be stored within Wells Fargo's or its subcontractor's archives for a period seven (7) years from the date of initial imaging.

3.4 **Restricting Confidential Information.** In using the Service, Customer or its Cardholders or other personnel will be sending receipt images directly to Wells Fargo or its subcontractor. To reduce the likelihood of any unauthorized use or third party access to any confidential information, Customer or its Cardholders or other personnel will strike or blackout any confidential information, which may include but not be limited to, credit card account numbers, contained on any images prior to the transmission of any images to Wells Fargo or its subcontractor. Wells Fargo shall not be liable for any claims, demands, actions, suits, losses, liabilities, damages costs or expenses resulting from any failure to so strike or blackout any such confidential information.

3.5 **Restricting or Terminating Access.** Neither Wells Fargo nor its subcontractor will in any way be obligated to permit user access to the Service through CCER or ChRIS if (a) such use or access is inconsistent with any term or condition applicable to the Service, CCER, ChRIS or to the information to be accessed, (b) such use or access is not permitted by applicable state or federal law or regulation, (c) Wells Fargo has reasonable cause to believe that such use or access may not be authorized by Customer or any third person whose authorization Wells Fargo believes is necessary for such use or access, or (d) Wells Fargo has reasonable cause to deny such use or access for Customer's protection or the protection of Wells Fargo or Wells Fargo's subcontractor. Neither Wells Fargo nor its subcontractor shall have any liability to Company for any losses or damages Company may suffer or incur as a result of any such denial or termination of access to the Service.

3.6 **Fees and Billing.** Wells Fargo will bill Customer for the Service through the Customer's account analysis statement. Fees for the Service shall be as set out in the Fee Schedule attachment to the Agreement, or if not specifically addressed therein (or if identified therein as not applicable) shall be as follows:

(i) Initial setup fee: $500.00
(ii) Costs for initial document imaging and Year 1 archival: $0.05 per imaged page (including fax or e-mail cover sheets, if applicable).

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(iii) Archival costs for years 2-7: $0.03 per imaged page (including fax or e-mail cover sheets, if applicable) billed on the anniversary of the month in which the document was originally imaged.

Example: Customer's cardholders image a total of 500 pages in January 2014, which would total $25.00 (500 imaged pages x $0.05) and would be billed with the January analysis statement. Then, in February 2014 Customer's cardholders image a total of 650 pages, which would total $32.50 (650 imaged pages x $0.05) and would be billed with the February analysis statement. In January 2015, the archival fee for the 500 images originally imaged in January 2014 would total $15.00 (500 imaged pages x $0.03) and in February 2015, the archival fee for the 650 images originally imaged in February 2014 would total $19.50 (650 imaged pages x $0.03). If new images were imaged in January or February 2015, those new images would be billed at the applicable year 1 rate ($0.05 per imaged page).

4. **Limitation of Liability; No Warranties.** The limitation of liability provisions set forth in the Agreement shall apply to this Service Description and the Service described herein. Furthermore, in no event will Wells Fargo have any liability for claims, demands, actions, suits, losses, liabilities, damages costs or expenses arising from or related to (i) Customer's or its Cardholders' or personnel's use of the Service, (ii) the inability of Customer or its Cardholders or personnel to use the Service or the unavailability of the Service as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service), or (iii) transmission errors or data security problems, or other acts or omissions, on the part of any other person relating to the transmission, maintenance or storage of imaged receipts. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTIBILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Termination.** In addition to the termination provisions contained in the Agreement (including Wells Fargo's ability to immediately terminate the Agreement or services (including the Service described herein) upon occurrence of an Event of Default), Wells Fargo or Customer may terminate the Service provided hereunder upon thirty (30) days prior written notice to the other with or without cause.

6. **Survival.** Sections 3.4, 3.5, 4, 5 and 6 of this Service Description will survive the termination of the Service hereunder.

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WELLS FARGO SUPPLIER ANALYSIS & ONBOARDING COMMERCIAL CARD CONVERSION SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** This Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description (this **"Service Description"**) hereby is made a part of, and incorporated into the WellsOne® Commercial Card or Wells Fargo MasterCard® MultiCard (or Purchasing Card) Agreement (the **"Agreement"**) governing the Wells Fargo Bank, N.A. (**"Wells Fargo"**) and Customer, as defined in the Agreement, Commercial Card Program and related supplier analysis and onboarding services (the "**Service**"). This Service Description relates to supplier analysis and onboarding services more fully described below provided in connection with the migration of suppliers of Customer from check to payment by WellsOne® Commercial Cards or Wells Fargo MasterCard® MultiCard (or Purchasing) Cards and related Card account numbers, including single-use account numbers (collectively, **"Cards"**)). If there is a conflict between any provision of this Service Description and any provision of the Agreement, the provision of this Service Description will control. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by this Service Description. If an enhancement or other change to the Service requires a change to this Service Description, Wells Fargo will make an updated version of this Service Description available to Customer. If Customer or its Cardholders or personnel continue to use the Service after such update has been made available to Customer, Customer will be deemed to have consented and agreed to the update.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

3. **Supplier Analysis & Onboarding Service.** The Supplier Analysis and Onboarding Service (the "**Service**") provides Wells Fargo commercial card and/or treasury management customers with detailed supplier segmentation information leveraging both industry validated acceptance data and Wells Fargo's proprietary program data. The Service will provide Customer with targeted reporting and other tools to help effectively migrate Customer's suppliers from check to payment by Cards. With delivery of a specifically formatted accounts payable file from Customer to Wells Fargo (the **"Supplier File"**), Wells Fargo will complete a thorough analysis against its proprietary database to determine whether Customer's suppliers accept Cards, and deliver targeted segmentation recommendations to assist in strategies to help maximize Card payments to Customer's suppliers and reduce payments by check. In addition, this Service will provide Customer with tools to help convert its suppliers from check to Card and provide Customer with communication updates on new or existing suppliers that accept Cards. Further, Wells Fargo's Supplier Enrollment Team and/or Boost Payment Solutions, LLC (**"Boost"**), as applicable, will contact Customer's mutually-agreed upon target list of suppliers (**"Targeted Suppliers"**) on its behalf to help enroll those suppliers in acceptance of Cards from Customer.

4. **Scope of Services.** The Service will be comprised of the following:

- **Supplier Segment Consultation.** Supplier Segmentation Consultation shall consist of, but not be limited to the following: (i) developing a supplier segmentation plan, (ii) defining a strategy to target suppliers to identify both near and long-term targets for conversion to Card payments, and (iii) implementing Customer's supplier segmentation plan.

- **Wells Fargo Supplier Enrollment Team Outreach.** Wells Fargo's Supplier Enrollment Team may communicate to Targeted Suppliers on Customer's behalf via telephone or direct mail communication in order to request that such Targeted Suppliers accept Cards from Customer as a form of payment. Wells Fargo's Supplier Enrollment Team's calling or direct mail campaign shall be for Card acceptance (or acceptance of other mutually-agreed types of

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electronic payments) purposes only and not for any other purpose, including but not limited to, solicitation of Wells Fargo products and/or services. The Wells Fargo Supplier Enrollment Team will communicate only with those Targeted Suppliers identified by Customer for such purpose, and Customer may contact those or any other suppliers at its own discretion. Applicable fees may apply to direct mail campaigns or activities. In such event, all fees related to direct mail will be presented to Customer prior to commencement of such campaigns or activities for Customer's acceptance and consent.

- **Boost Outreach.** Wells Fargo may engage the services of Boost in order that Boost attempt to contact Customer's Targeted Suppliers that do not currently accept any commercial card payments to encourage such suppliers to become Card acceptors and to accept Card payments from Customer. Customer understands and agrees that Wells Fargo shall provide Boost with the names of and certain other information, such as Customer's spend volume, concerning Targeted Suppliers identified for Boost outreach. Customer authorizes Boost to contact such Targeted Suppliers for the purpose specified herein. Neither Wells nor Boost is making any guaranty that any such Targeted Supplier will accept the Card as a form of payment. In no event shall Wells Fargo be responsible for the actions of Boost.

5. Release of Customer Information. By using the Service, Customer authorizes and consents to Wells Fargo and/or Boost, as applicable, communicating to each Targeted Supplier Customer's name and monthly spend volume (**"Customer Information"**) with such Targeted Supplier. The Customer Information will be shared with Targeted Suppliers at Customer's request to explore potential acceptance of Cards or other mutually-agreed types of electronic payments as a form of payment.

6. Privacy. Wells Fargo is dedicated to maintaining the privacy of Customer Information. Customer may revoke the above-referenced authorization and consent to release Customer Information at any time upon written notice to Wells Fargo.

7. Limitation of Liability. The limitation of liability provisions set forth in the Agreement shall apply to this Service Description and the Service described herein. Furthermore, in no event will Wells Fargo have any liability for claims, demands, actions, suits, losses, liabilities, damages costs or expenses arising from or related to (i) any erroneous or incorrect information, including supplier contact information, contained in the Supplier File or other communications provided by Customer in connection with the Service; (ii) any erroneous or incorrect information, including bank account information, provided by a Targeted Supplier or its representative contacted by Wells Fargo based on information provided by Customer in the Supplier File or other communications provided by Customer in connection with the Service; or (iii) any act or omission of a Targeted Supplier or its representative contacted by Wells Fargo based on information provided by Customer in the Supplier File or other communications provided by Customer in connection with the Service.

8. Termination. In addition to the termination provisions contained in the Agreement (including Wells Fargo's ability to immediately terminate the Agreement or services (including any Service described herein) upon occurrence of an Event of Default), Wells Fargo or Customer may terminate the Service provided hereunder upon thirty (30) days prior written notice to the other with or without cause.

9. Survival. Sections 7, 8 and 9 of this Service Description will survive the termination of Service hereunder.

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ATTACHMENT 4

Wells Fargo Presentations

City of Banning

Additional Request for Proposal Information

RFP No. 19-029

May 31, 2019

Submitted by:

Jamie Varner
Relationship Manager
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May 31, 2019

A message from your Relationship Manager Jamie Varner

Thank you for the opportunity to confirm additional details related to your Request for Proposal (RFP) for Banking and Merchant Services. This is a big decision for the City of Banning (the City), and I want to make sure I have fully explained Wells Fargo's position on our quotes as well as the services included, some of which might not be offered by my competitors. Our goal is to keep you as our customer, and show you that you have always been with the best bank for the City of Banning. Since the meeting was public, I went to my management and requested an earnings credit rate (ECR) of 1.25%, and a merchant services rate of Interchange +0.15%. Both were approved, and we include this as our best and final offer. We reduced the City's treasury management fees during the RFP process, and those should match.

Since I have been assigned to the City, we have had various meetings to discuss services that can help streamline and enhance your efficiencies. I included some of those services in my quote, but they are optional, and I didn't see that my competitors included it. To give a true apples to apples comparison, I am providing two scenarios* that will show you the services that you use today, and what you may find value in tomorrow. I am also providing the balances required to offset those costs, since that is important to the City.

It's also important to keep in mind that your balances and activity will fluctuate, and you are using certain services and reports that my competitors did not mention at the public meeting. You are using Wells Fargo to process:

- **Lockbox payments** — We process 2,000-3,000 mailed-in utility payments at our lockbox facility and provide you with reports that assist the finance staff in reconciliation.
- **Electronic Bill Pay items (E-Box®)** — The City is listed as an electronic receiver in the Bill Pay network. As your residents transition to paying bills online, your E-Box will capture the bill pay items sent from their banks. We work with more than 27 providers in the Bill Pay network to capture payments in a bulk file for easier reconciliation. We are processing 700-900 payments per month on behalf of the City, and expect the number will grow over time.
- **Wells Fed Electronic Deposit** — This service processes your over-the-counter checks (1,500-2,000 items per month).
- **Positive Pay with Payee Validation** — Wells Fargo has you set up with this service as an additional security measure to prevent fraud. We match your check file to items presented, and capture any variations on dollar amount, serial number, and payee. If the item is altered in any of these areas, we present it to the City for a decision.
- **Full Account Reconcilement** — The City receives a fully reconciled statement and can work with the tool to customize reports.

*Please see scenario 1 for the services offered today. In this sample statement, the balances required to offset fees would be $5,295,309.15. (Based on a $6 million balance example)

If you choose to stay with us, we can also look at future enhancements for the City. As technology progresses, so will your payment options. More residents will pay electronically, reducing manual paper processing methods. We can also improve your current credit card payments by reviewing our *WellsOne*® Commercial Card program. This is a robust all-in-one expense tool that helps to minimize your paper reimbursements, keep track of receipts electronically, and give the City the ability to make real-time card changes. We conduct a vendor analysis to maximize the City's program and offer ways to reduce risk by paying electronically, while maximizing the City's revenue share opportunity. This card program doesn't have a monthly fee when the minimum annual spend amount is met— and we will work with you to get there.

Although these services are optional, I included them with pricing in my response:

- ***E-Bill Express***® — This service takes your utility billing file and presents the bill online through the City's website for payment. Residents can view their bill and pay online by credit card, debit card, or directly through their bank account. The City receives a detailed report with who paid, and this product also provides many reconciling tools.
- **Commercial Card** — The City is using our *Business Elite Card*® program today, and we would like to explore enhancing your payables process with our commercial card program. The City can receive a fully customizable credit card program built to the City's internal controls. We work with your AP staff to identify vendors to increase the credit card spend, making the program no cost to the City.
- ***Wells Fargo Payment Gateway***® — We work with many gateways for credit card processing. The Wells Fargo gateway works in conjunction to receive credit card payments online, over the counter, and through interactive voice response (IVR). If the City ever wants to collect a service fee for processing, the gateway offers this capability as well.
- **Image File Import** — This is a PDF report that provides the City with copies of canceled checks.
- **Intra-day report** — This report shows real-time activity as it comes in throughout the day. The City currently has previous day reporting and inquired about this service through the RFP process.

*Please see scenario 2 for this quote. These are optional enhancements for services you may want to consider in the future. In this sample statement, the balances required to offset fees would be $6,941,546.75 (Based on a $7 million balance example)

If the City wants to look at sweep options for the collected balances, you can elect to use a portion of the balances to be calculated at the ECR rate to offset costs. The rest of the balances can be swept into one of our Government Sweep options, subject to additional dividends monthly. I can run multiple scenarios for you at any time.

Please see attachments to review the merchant services pricing documents. We hope to continue our partnership.

Sincerely,

Jamie Varner, Vice President
Relationship Manager

Thank you for being a valued customer for the past 35 years. We appreciate our long-standing partnership and committed relationship. We look forward to supporting the City as you continue to grow and your needs evolve.



Merchant Services

- We are offering Interchange + 0.15% on all transactions if they come through us* (online, over the counter, etc.)
- The rate is locked for all processing for the City, whether it is a utility payment or other city business

* Merchant fees related to credit card processing are not run through account analysis and are a separate charge

If your April 2019 transactions[1] were processed by Wells Fargo Merchant Services, we estimate your savings would be:

Account ending	Monthly savings	Annual savings
5671 – Pro forma 1 of 3	$1,784.86	$21,416.16
5697 – Pro forma 2 of 3	$256.79	$3,081.48
5684 – Pro forma 3 of 3	$422.70	$5,072.40
Total savings:	**$2,464.17**	**$29,570.04**

1. Transaction volume based on April 2019 statements provided by the City.

Additional information

- We are including our Wells Fargo Merchant Services pricing terms which discloses any fees annually, or other fees that may happen by occurrence.
- It is important to always maintain PCI compliance, and your dedicated Merchant Account Manager can assist you with annual PCI DSS compliance attestation.
- All merchant fees related to credit card processing are not run through account analysis and would be a separate charge.
- Should you decide to implement *E-Bill Express*® and *Wells Fargo Payment Gateway*® as new services, those are treasury management services and are available to be put through account analysis.

Wells Fargo services

Services used today

Today, the City is using services that include an average required balance of **$25,359,536** to offset analysis fees. Some of these services include:

- Lockbox
- Electronic Bill Pay (E-Box®)
- Wells Fed Electronic Deposits
- Positive Pay with Payee Validation
- Full Account Reconcilement

With the new RFP pricing and ECR, the required balance will significantly decrease.

Required balance with RFP pricing at 1.25% ECR and $6M balance

$5,295,309.15*

*based off of April 2019 existing volumes and a $6 million balance

Future enhancements

Should the City stay with Wells Fargo, we can implement a number of enhancements, including:

- *E-Bill Express®*
- *Wells Fargo Payment Gateway®*
- Image File Import
- Intraday Reporting

With these enhancements, our new pricing and ECR for the City would ensure a much lower required balance.

Required balance with RFP pricing and *E-Bill Express* at 1.25% ECR

$6,941,546.75*

*based off of April 2019 existing volumes, estimated volumes for E-Bill Express, and a $7 million balance

Wells Fargo Merchant Services Cost Comparison

Cost Comparison Summary For April 2019 Card Payment Processing	Monthly Fees	Effective Rate	Estimated Monthly Difference
Current Processor	$ 15,178.45	1.68%	$ 1,332.65
Total WFMS Processing Cost	$ 13,845.80	1.53%	

The analysis presented on these pages is based on the following information:
Merchant Category Code 4900 (UTILITIES-ELECTRIC,GAS,WATER)
80% Business -To-Consumer Cards
80% Keyed Transactions
WFMS Pricing Option: Interchange + ICF

This Wells Fargo Merchant Services Cost Comparison is based on information provided by the merchant, and is a comparison of the Client's Current Processor's rates and fees and the most recent Wells Fargo Merchant Services' rates and fees. This is an estimate of comparative costs and is not a projection of future cost savings with Wells Fargo Merchant Services.

The business practices, assumptions, card processing and other general industry assumptions have a material impact on the calculations herein. Client may request from the Wells Fargo Sales Consultant additional calculations using different assumptions, data, business practices, transaction allocation, or other information.

IMPORTANT CONDITIONS REGARDING THE INFORMATION WE ARE PROVIDING TO YOU.
This is Wells Fargo Confidential Information, you are not authorized to share with any third parties.
Please note that the information we've provided you is only an estimate based on information available to us at this point in time. It relies on information you provide to us as well as general industry assumptions, including estimated Interchange and potential Card Organization fees and therefore cannot be relied on as an accurate forecast of activity. Further, while we strive to provide accurate information, there may be errors or unintentional omission and assumptions. We cannot guarantee that our estimate is completely accurate or comprehensive. Additionally, we cannot be certain that our estimate will be an accurate forecast of your future processing cost experience because your future cost experience is dependent on future events and variables that cannot be determined with certainty today.

Please be aware of the following assumptions and limitations of the cost comparison:
- The cost comparison does not account for one-time, annual, quarterly or trailing fees (for example, non-qualified interchange fees and surcharges that you may experience). Rather, it is based on recurring monthly fees which may vary in amount, but recur on a monthly basis.
- The cost comparison does not account for any seasonality associated with your business.
- The cost comparison does not and cannot account for potential changes in the composition or volume of your payment card processing activity or business in the future.
- For assumptions used in this cost comparison please reference the Cost Comparison Summary above.

Each Card Organization (or otherwise referred to as Payment Network) has developed Card Organizations Rules that govern each of their Acquirers and Issuers and the procedures, responsibilities and allocation of risk for this process. Merchants are also bound by Card Organization Rules and applicable laws and regulations. You are also responsible for fines and certain other fees imposed by the Card Organizations on us as a result of acts or omissions by your agents or third parties.

WARRANTY DISCLAIMER. THEREFORE, THIS COST COMPARISON IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS OFFERED BY WELLS FARGO ON AN "AS IS," BASIS, WITH NO WARRANTY OF ANY KIND—WHETHER EXPRESS, IMPLIED, OR STATUTORY—INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF
Proforma reflects July 2018 interchange pricing

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Together we'll go far



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April 2019 City of Banning	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Visa Payment Network Interchange			2381	$ 475,359.74	$ -	$ -	
Regulated Debit (AVS)	0.05%	$ 0.22	1,640	$ 293,913.12	$ -	$ 507.76	
Utility Program - Credit (AVS)	0.00%	$ 0.75	340	$ 70,495.62	$ -	$ 255.00	
Utility Program - Debit (AVS)	0.00%	$ 0.65	328	$ 51,794.08	$ -	$ 213.20	
Utility Business (AVS)	0.00%	$ 1.50	57	$ 43,382.40	$ -	$ 85.50	
Commercial Card CNP - Purchasing (AVS)	2.70%	$ 0.10	10	$ 14,855.16	$ -	$ 402.09	
Regulated Non-CPS Debit (AVS)	0.05%	$ 0.22	4	$ 716.85	$ -	$ 1.24	
Intl Premium / Signature (AVS)	2.25%	$ -	1	$ 102.51	$ -	$ 2.31	
Utility Business Debit/Prepaid (AVS)	0.00%	$ 1.50	1	$ 100.00	$ -	$ 1.50	
Total Visa Interchange			**2381**	**$475,359.74**		**$ 1,468.59**	
MasterCard Payment Network Interchange		Total MC Volume>>	657	$ 428,733.17	$ -	$ -	
Corporate Data Rate I Corp/Purch/Fleet (Large Market) (AVS)	2.70%	$ 0.10	92	$ 320,664.69	$ -	$ 8,667.15	
Regulated Debit w/Fraud Adj (AVS)	0.05%	$ 0.22	235	$ 40,044.25	$ -	$ 71.72	
Utility Debit (AVS)	0.00%	$ 0.65	119	$ 19,526.02	$ -	$ 77.35	
Utility Business (AVS)	0.00%	$ 1.50	18	$ 10,575.75	$ -	$ 27.00	
Utility Debit - Prepaid (AVS)	0.00%	$ 0.65	50	$ 7,875.03	$ -	$ 32.50	
Business Level 4 Utilities (AVS)	0.00%	$ 1.50	1	$ 7,842.05	$ -	$ 1.50	
World Utility (AVS)	0.00%	$ 0.65	41	$ 6,735.90	$ -	$ 26.65	
World-Elite Utility (AVS)	0.00%	$ 0.75	29	$ 4,842.02	$ -	$ 21.75	
Enhance Utility (AVS)	0.00%	$ 0.65	25	$ 4,416.35	$ -	$ 16.25	
Utility (AVS)	0.00%	$ 0.65	27	$ 3,728.37	$ -	$ 17.55	
Business Level 2 Utilities (AVS)	0.00%	$ 1.50	9	$ 1,651.43	$ -	$ 13.50	
High Value Utility (AVS)	0.00%	$ 0.75	4	$ 519.34	$ -	$ 3.00	
Business Level 3 Utilities (AVS)	0.00%	$ 1.50	2	$ 173.13	$ -	$ 3.00	
Business Level 2 Data Rate I (AVS)	2.80%	$ 0.10	2	$ 54.27	$ -	$ 1.72	
Business Level 3 Data Rate I (AVS)	2.85%	$ 0.10	1	$ 44.10	$ -	$ 1.36	
Corporate Data Rate I Bus (AVS)	2.65%	$ 0.10	2	$ 40.47	$ -	$ 1.27	
Total MasterCard Interchange			**657**	**$428,733.17**		**$ 8,983.27**	
Discover Payment Network Interchange		Total Discover Volume>>			$ -	$ -	
Total Discover Interchange			**0**	**$ -**		**$ -**	
American Express Program Pricing		Total American Express Volume>>	0	$ -	$ -	$ -	
Total American Express Program Pricing Fees			**0**	**$ -**		**$ -**	
Total Payment Network Fees *			**3,038**	**$904,092.91**		**$ 10,451.86**	

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THIS DOCUMENT IS PRESENTED ON AN "AS IS," BASIS WITH NO WARRANTY OF ANY KIND. "PLEASE REFER TO FIRST AND LAST PAGE FOR FULL INFORMATION AND DISCLAIMERS, INCLUDING INFORMATION REGARDING THE ASSUMPMTIONS INCLUDED HEREIN.

April 2019 City of Banning	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Visa Credit Assessments (Gross Sales)	0.1400%			$ 128,835.69		$ 180.37	
Visa Debit Assessments (Gross Sales)	0.1300%			$ 346,524.05		$ 450.48	
Discover Assessment (Gross Sales)	0.1300%			$ -		$ -	
MC Assessments (Gross Sales)	0.1375%			$ 428,733.17		$ 589.51	
MC Acquirer Brand Volume Fee (Gross Sales greater than $1,000)	0.0100%			$ 319,157.77		$ 31.92	
MC Digital Enablement Fee	0.0100%			$ 428,733.17		$ 42.87	
MC Wholesale Global Acquirer Program Support Fee	1.5700%			$ -		$ -	
American Express Assessments	0.1500%			$ -		$ -	
Total Assessments Due to Association						**$ 1,295.15**	
WFMS Fees							
WFMS Visa Processing Discount Rate - Credit	0.2000%			$ 128,835.69		$ 257.67	
WFMS Discover Processing Discount Rate - Credit	0.2000%			$ -		$ -	
WFMS MasterCard Processing Discount Rate - Credit	0.2000%			$ 361,287.87		$ 722.57	
WFMS Visa Processing Discount Rate - Non-PIN Debit	0.2000%			$ 346,524.05		$ 693.04	
WFMS Discover Processing Discount Rate - Non-PIN Debit	0.2000%			$ -		$ -	
WFMS MasterCard Processing Discount Rate - Non-PIN Debit	0.2000%			$ 67,445.30		$ 134.89	
WFMS American Express Processing Discount Rate	0.2000%			$ -		$ -	
WFMS Visa Authorization Fee		0.000	2,576			$ -	
WFMS Discover Authorization Fee		0.000	0			$ -	
WFMS MasterCard Authorization Fee		0.000	694			$ -	
WFMS American Express Authorization Fee		0.000	0			$ -	
Total WFMS Processing Discount Rate						**$ 1,808.17**	
Foreign Handling and Payment Network Cross Border Fees							
WFMS MC Foreign Handling Fee	0.0000%			$ -		$ -	
WFMS Visa Foreign Handling Fee	0.0000%			$ 102.51		$ -	
MasterCard Cross Border Fee (US Dollars)	0.6000%			$ -		$ -	
Visa International Assessment Service Fee (USD)	1.0000%			$ 102.51		$ 1.03	
Discover International Service Fee	0.8000%			$ -		$ -	
Total Foreign Handling Fee						**$ 1.03**	
American Express EDC/ESA Fees							
WFMS American Express Authorization Fee		$ 0.12	0			$ -	
WFMS American Express Capture Fee		$ 0.03	0			$ -	
Total Non-Bank Card EDC Fees						$ -	

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April 2019 City of Banning	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
PIN Debit Fees www.wellsfargo.com/biz/merchantdebitfees							
Enter Networks below - Refer to most recent Debit Fee Schedule							
Total Debit Online Transaction Fee						$ -	
Total WFMS Debit Transaction Fee		$ -	0	$ -		$ -	

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April 2019 City of Banning	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Other Miscellaneous Monthly Fees				$ -			
Total AVS Transaction Fee		$ 0.01	3038			$ 30.38	
Monthly Fee		$ -	1			$ -	
MC NABU		$ 0.0195	694			$ 13.53	
Discover Data Usage		$ 0.0195	0			$ -	
International Credit APF		$ 0.0395	1			$ 0.04	
International Debit APF		$ 0.0355	0			$ -	
Visa Credit APF		$ 0.0195	452			$ 8.81	
Visa Debit APF		$ 0.0155	2123			$ 32.91	
Visa Zero Floor Limit Fee		$ 0.20	0			$ -	
Visa Misuse of Auth Fee		$ 0.09	11			$ 0.99	
Visa Transaction Integrity Fee		$ 0.10	4			$ 0.40	
Visa Base II Fee		$ 0.0018	2381			$ 4.29	
MC Data Integrity Fee		$ 0.057	0			$ -	
MC Location Fee		$ 1.25	1			$ 1.25	
MC Secure Code		$ 0.03	0			$ -	
Projected FANF Per Location Fee **		$ 2.00	1			$ 2.00	
Projected FANF CNP Monthly Fee **		$ 160.00	1			$ 160.00	
Paper Statement Fee		$ -	1			$ -	
Chargeback Fee		$ 10.00	1			$ 10.00	
Credit Interchange						$ -	
Non-Validation PCI Comp. Fee - for Internet, CNP software, and VARS		$ 25.00	1			$ 25.00	
Clover Service Fee						$ -	
Clover Lease Fee		$ -				$ -	
Wireless Terminal Fee						$ -	
Equipment Lease Fee		$ -	0			$ -	
Total Miscellaneous Fees						**$ 289.60**	

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Cost Comparison Summary
For April 2019 Card Payment Processing

			Effective Rate
Total WFMS Processing Cost	$	**13,845.80**	1.531%
Total Fees Paid With Current Processor	$	**15,178.45**	1.679%
Estimated Monthly Difference - Savings or (Loss)	$	**1,332.65**	0

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*Interchange fees are based on gross sales volume.

** This is only an estimate of Fixed Acquirer Network Fees (FANF). Visit 'www.wellsfargo.com/visanetworkfee to determine what specific FANF amounts may apply and when.

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Wells Fargo Merchant Services Cost Comparison

Cost Comparison Summary For April 2019 Card Payment Processing	Monthly Fees	Effective Rate	Estimated Monthly Difference
Current Processor	$ 5,392.66	2.71%	$ 256.79
Total WFMS Processing Cost	$ 5,135.87	2.59%	

The analysis presented on these pages is based on the following information:
Merchant Category Code 4900 (UTILITIES-ELECTRIC,GAS,WATER)
80% Business -To-Consumer Cards
80% Keyed Transactions
WFMS Pricing Option: Interchange + ICF

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April 2019 City of Banning - 5697	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Visa Payment Network Interchange			43	$ 147,851.04	-	$ -	
Business Tier 4 - Retail	2.50%	$ 0.10	4	$ 95,861.80	$ -	$ 2,396.95	
Business Tier 4 - CNP (AVS)	2.70%	$ 0.20	6	$ 45,163.95	$ -	$ 1,220.63	
Regulated Debit	0.05%	$ 0.22	20	$ 3,830.47	$ -	$ 6.32	
Government Credit Fee Program (AVS)	1.55%	$ 0.10	5	$ 1,369.82	$ -	$ 21.73	
Commercial - Card Present Purchasing	2.50%	$ 0.10	2	$ 841.00	$ -	$ 21.23	
Business Tier 2 - Retail	2.30%	$ 0.10	1	$ 266.00	$ -	$ 6.22	
Business Tier 3 - Retail	2.40%	$ 0.10	1	$ 264.00	$ -	$ 6.44	
Business Tier 3 - CNP (AVS)	2.60%	$ 0.20	1	$ 148.00	$ -	$ 4.05	
Business Tier 2 - CNP (AVS)	2.45%	$ 0.15	1	$ 94.00	$ -	$ 2.45	
Small Ticket Regulated Debit	0.05%	$ 0.22	2	$ 12.00	$ -	$ 0.45	
Total Visa Interchange			**43**	**$147,851.04**		**$ 3,686.45**	
MasterCard Payment Network Interchange		Total MC Volume>>	9	$ 50,777.00	-	$ -	
World-Elite Public Sector (AVS)	1.55%	$ 0.10	3	$ 50,230.00	$ -	$ 778.87	
Business Level 2 Data Rate I (AVS)	2.80%	$ 0.10	1	$ 176.00	$ -	$ 5.03	
High Value Public Sector (AVS)	1.55%	$ 0.10	1	$ 176.00	$ -	$ 2.83	
Business Level 3 Data Rate I (AVS)	2.85%	$ 0.10	1	$ 99.00	$ -	$ 2.92	
Regulated Debit Incentive w/ Fraud Adj	0.05%	$ 0.22	1	$ 84.00	$ -	$ 0.26	
Emerging Market Debit - Govt/Education (AVS)	0.65%	$ 0.15	2	$ 12.00	$ -	$ 0.38	
Total MasterCard Interchange			**9**	**$ 50,777.00**		**$ 790.28**	
Discover Payment Network Interchange		Total Discover Volume>>			-	$ -	
Total Discover Interchange			**0**	**$ -**		**$ -**	
American Express Program Pricing		Total American Express Volume>>	0	$ -	-	$ -	
Total American Express Program Pricing Fees			**0**	**$ -**		**$ -**	
Total Payment Network Fees *			**52**	**$198,628.04**		**$ 4,476.73**	

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April 2019 City of Banning - 5697	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Visa Credit Assessments (Gross Sales)	0.1400%			$ 144,008.57		$ 201.61	
Visa Debit Assessments (Gross Sales)	0.1300%			$ 3,842.47		$ 5.00	
Discover Assessment (Gross Sales)	0.1300%			$ -		$ -	
MC Assessments (Gross Sales)	0.1375%			$ 50,777.00		$ 69.82	
MC Acquirer Brand Volume Fee (Gross Sales greater than $1,000)	0.0100%			$ 50,777.00		$ 5.08	
MC Digital Enablement Fee	0.0100%			$ 50,693.00		$ 5.07	
MC Wholesale Global Acquirer Program Support Fee	1.5700%			$ -		$ -	
American Express Assessments	0.1500%			$ -		$ -	
Total Assessments Due to Association						**$ 286.57**	
WFMS Fees							
WFMS Visa Processing Discount Rate - Credit	0.1500%			$ 144,008.57		$ 216.01	
WFMS Discover Processing Discount Rate - Credit	0.1500%			$ -		$ -	
WFMS MasterCard Processing Discount Rate - Credit	0.1500%			$ 50,681.00		$ 76.02	
WFMS Visa Processing Discount Rate - Non-PIN Debit	0.1500%			$ 3,842.47		$ 5.76	
WFMS Discover Processing Discount Rate - Non-PIN Debit	0.1500%			$ -		$ -	
WFMS MasterCard Processing Discount Rate - Non-PIN Debit	0.1500%			$ 96.00		$ 0.14	
WFMS American Express Processing Discount Rate	0.1500%			$ -		$ -	
WFMS Visa Authorization Fee		0.000	47			$ -	
WFMS Discover Authorization Fee		0.000	0			$ -	
WFMS MasterCard Authorization Fee		0.000	9			$ -	
WFMS American Express Authorization Fee		0.000	0			$ -	
Total WFMS Processing Discount Rate						**$ 297.94**	
Foreign Handling and Payment Network Cross Border Fees							
WFMS MC Foreign Handling Fee	0.0000%			$ -		$ -	
WFMS Visa Foreign Handling Fee	0.0000%			$ -		$ -	
MasterCard Cross Border Fee (US Dollars)	0.6000%			$ -		$ -	
Visa International Assessment Service Fee (USD)	1.0000%			$ -		$ -	
Discover International Service Fee	0.8000%			$ -		$ -	
Total Foreign Handling Fee						**$ -**	
American Express EDC/ESA Fees							
WFMS American Express Authorization Fee		$ 0.12	0			$ -	
WFMS American Express Capture Fee		$ 0.03	0			$ -	
Total Non-Bank Card EDC Fees						**$ -**	

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April 2019 City of Banning - 5697	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
PIN Debit Fees www.wellsfargo.com/biz/merchantdebitfees							
Enter Networks below - Refer to most recent Debit Fee Schedule							
Total Debit Online Transaction Fee						$ -	
Total WFMS Debit Transaction Fee		$ -	0	$ -		$ -	

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April 2019 City of Banning - 5697	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Other Miscellaneous Monthly Fees				$ -			
Total AVS Transaction Fee		$ 0.01	21			$ 0.21	
Monthly Fee		$ -	1			$ -	
MC NABU		$ 0.0195	9			$ 0.18	
Discover Data Usage		$ 0.0195	0			$ -	
International Credit APF		$ 0.0395	0			$ -	
International Debit APF		$ 0.0355	0			$ -	
Visa Credit APF		$ 0.0195	22			$ 0.43	
Visa Debit APF		$ 0.0155	25			$ 0.39	
Visa Zero Floor Limit Fee		$ 0.20	0			$ -	
Visa Misuse of Auth Fee		$ 0.09	1			$ 0.09	
Visa Transaction Integrity Fee		$ 0.10	0			$ -	
Visa Base II Fee		$ 0.0018	43			$ 0.08	
MC Data Integrity Fee		$ 0.057	0			$ -	
MC Location Fee		$ 1.25	1			$ 1.25	
MC Secure Code		$ 0.03	0			$ -	
Projected FANF Per Location Fee **		$ 2.00	1			$ 2.00	
Projected FANF CNP Monthly Fee **		$ 45.00	1			$ 45.00	
Paper Statement Fee		$ -	1			$ -	
Chargeback Fee		$ 10.00	0			$ -	
Credit Interchange						$ -	
Non-Validation PCI Comp. Fee - for Internet, CNP software, and VARS		$ 25.00	1			$ 25.00	
Clover Service Fee						$ -	
Clover Lease Fee		$ -				$ -	
Wireless Terminal Fee						$ -	
Equipment Lease Fee		$ -	0			$ -	
Total Miscellaneous Fees						**$ 74.63**	

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Cost Comparison Summary
For April 2019 Card Payment Processing

			Effective Rate
Total WFMS Processing Cost	**$**	**5,135.87**	2.586%
Total Fees Paid With Current Processor	**$**	**5,392.66**	2.715%
Estimated Monthly Difference - Savings or (Loss)	**$**	**256.79**	0

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Wells Fargo Merchant Services Cost Comparison

Cost Comparison Summary For April 2019 Card Payment Processing	Monthly Fees	Effective Rate	Estimated Monthly Difference
Current Processor	$ 1,827.99	0.88%	$ 422.70
Total WFMS Processing Cost	$ 1,405.29	0.68%	

The analysis presented on these pages is based on the following information:
Merchant Category Code 4900 (UTILITIES-ELECTRIC,GAS,WATER)
80% Business -To-Consumer Cards
80% Keyed Transactions
WFMS Pricing Option: Interchange + ICF

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April 2019 City of Banning - 5684	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Visa Payment Network Interchange			964	$ 166,976.74	-	$ -	
Regulated Debit (AVS)	0.05%	$ 0.22	703	$ 121,442.41	$ -	$ 215.38	
Utility Program - Credit (AVS)	0.00%	$ 0.75	99	$ 16,254.84	$ -	$ 74.25	
Retail Debit	0.80%	$ 0.15	48	$ 7,961.85	$ -	$ 70.89	
Regulated Non-CPS Debit (AVS)	0.05%	$ 0.22	45	$ 7,773.68	$ -	$ 13.79	
Retail PP Debit	1.15%	$ 0.15	27	$ 4,489.19	$ -	$ 55.68	
Business Tier 4 - Retail	2.50%	$ 0.10	5	$ 3,144.40	$ -	$ 79.11	
Utility Business (AVS)	0.00%	$ 1.50	6	$ 2,187.33	$ -	$ 9.00	
EIRF Debit (AVS)	1.75%	$ 0.20	7	$ 1,096.40	$ -	$ 20.59	
Utility Program - Debit (AVS)	0.00%	$ 0.65	8	$ 943.37	$ -	$ 5.20	
EIRF Debit PP (AVS)	1.80%	$ 0.20	3	$ 644.39	$ -	$ 12.20	
Signature Preferred Standard (AVS)	2.95%	$ 0.10	3	$ 481.19	$ -	$ 14.50	
EIRF Credit (AVS)	2.30%	$ 0.10	2	$ 310.19	$ -	$ 7.33	
Business Tier 2 - Standard (AVS)	2.95%	$ 0.20	1	$ 200.89	$ -	$ 6.13	
Small Ticket Regulated Debit	0.05%	$ 0.22	6	$ 40.61	$ -	$ 1.34	
Small Ticket Debit	1.55%	$ 0.04	1	$ 6.00	$ -	$ 0.13	
Total Visa Interchange			**964**	**$166,976.74**		**$ 585.51**	
MasterCard Payment Network Interchange		Total MC Volume>>	176	$ 39,880.41	-	$ -	
Regulated Debit w/Fraud Adj (AVS)	0.05%	$ 0.22	79	$ 13,839.59	$ -	$ 24.30	
World-Elite Utility (AVS)	0.00%	$ 0.75	5	$ 5,878.24	$ -	$ 3.75	
Business Level 4 Utilities (AVS)	0.00%	$ 1.50	2	$ 5,093.13	$ -	$ 3.00	
Utility Debit (AVS)	0.00%	$ 0.65	27	$ 4,514.37	$ -	$ 17.55	
Utility Debit - Prepaid (AVS)	0.00%	$ 0.65	27	$ 3,934.29	$ -	$ 17.55	
Enhance Utility (AVS)	0.00%	$ 0.65	6	$ 1,473.57	$ -	$ 3.90	
Utility (AVS)	0.00%	$ 0.65	10	$ 1,275.58	$ -	$ 6.50	
Utility Business (AVS)	0.00%	$ 1.50	5	$ 1,218.85	$ -	$ 7.50	
Standard Debit/Prepaid (AVS)	1.90%	$ 0.25	4	$ 970.40	$ -	$ 19.44	
World Utility (AVS)	0.00%	$ 0.65	5	$ 782.10	$ -	$ 3.25	
Business Level 3 Utilities (AVS)	0.00%	$ 1.50	4	$ 592.04	$ -	$ 6.00	
High Value Utility (AVS)	0.00%	$ 0.75	1	$ 158.53	$ -	$ 0.75	
Foreign Commercial Card (AVS)	2.85%	$ -	1	$ 149.72	$ -	$ 4.27	
Total MasterCard Interchange			**176**	**$ 39,880.41**		**$ 117.75**	
Discover Payment Network Interchange		Total Discover Volume>>			-	$ -	
Total Discover Interchange			**0**	**$ -**		**$ -**	
American Express Program Pricing		Total American Express Volume>>	0	$ -	-	$ -	
Total American Express Program Pricing Fees			**0**	**$ -**		**$ -**	
Total Payment Network Fees *			**1,140**	**$206,857.15**		**$ 703.27**	

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April 2019 City of Banning - 5684	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Visa Credit Assessments (Gross Sales)	0.1400%			$ 22,578.84		$ 31.61	
Visa Debit Assessments (Gross Sales)	0.1300%			$ 144,397.90		$ 187.72	
Discover Assessment (Gross Sales)	0.1300%			$ -		$ -	
MC Assessments (Gross Sales)	0.1375%			$ 39,880.41		$ 54.84	
MC Acquirer Brand Volume Fee (Gross Sales greater than $1,000)	0.0100%			$ 9,452.39		$ 0.95	
MC Digital Enablement Fee	0.0100%			$ 39,880.41		$ 3.99	
MC Wholesale Global Acquirer Program Support Fee	1.5700%			$ -		$ -	
American Express Assessments	0.1500%			$ -		$ -	
Total Assessments Due to Association						**$ 279.10**	
WFMS Fees							
WFMS Visa Processing Discount Rate - Credit	0.1500%			$ 22,578.84		$ 33.87	
WFMS Discover Processing Discount Rate - Credit	0.1500%			$ -		$ -	
WFMS MasterCard Processing Discount Rate - Credit	0.1500%			$ 16,621.76		$ 24.93	
WFMS Visa Processing Discount Rate - Non-PIN Debit	0.1500%			$ 144,397.90		$ 216.59	
WFMS Discover Processing Discount Rate - Non-PIN Debit	0.1500%			$ -		$ -	
WFMS MasterCard Processing Discount Rate - Non-PIN Debit	0.1500%			$ 23,258.65		$ 34.89	
WFMS American Express Processing Discount Rate	0.1500%			$ -		$ -	
WFMS Visa Authorization Fee		0.000	994			$ -	
WFMS Discover Authorization Fee		0.000	0			$ -	
WFMS MasterCard Authorization Fee		0.000	180			$ -	
WFMS American Express Authorization Fee		0.000	0			$ -	
Total WFMS Processing Discount Rate						**$ 310.28**	
Foreign Handling and Payment Network Cross Border Fees							
WFMS MC Foreign Handling Fee	0.0000%			$ 149.72		$ -	
WFMS Visa Foreign Handling Fee	0.0000%			$ -		$ -	
MasterCard Cross Border Fee (US Dollars)	0.6000%			$ 149.72		$ 0.90	
Visa International Assessment Service Fee (USD)	1.0000%			$ -		$ -	
Discover International Service Fee	0.8000%			$ -		$ -	
Total Foreign Handling Fee						**$ 0.90**	
American Express EDC/ESA Fees							
WFMS American Express Authorization Fee		$ 0.12	3			$ 0.36	
WFMS American Express Capture Fee		$ 0.03	3			$ 0.09	
Total Non-Bank Card EDC Fees						**$ 0.45**	

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April 2019 City of Banning - 5684	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
PIN Debit Fees www.wellsfargo.com/biz/merchantdebitfees							
Enter Networks below - Refer to most recent Debit Fee Schedule							
Total Debit Online Transaction Fee						$ -	
Total WFMS Debit Transaction Fee		$ -	0	$ -		$ -	

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April 2019 City of Banning - 5684	Rate	Per-Item Fee	# Items	Amount	Surcharges	Fees Due	Comments
Other Miscellaneous Monthly Fees				$ -			
Total AVS Transaction Fee		$ 0.01	1053			$ 10.53	
Monthly Fee		$ -	1			$ -	
MC NABU		$ 0.0195	180			$ 3.51	
Discover Data Usage		$ 0.0195	0			$ -	
International Credit APF		$ 0.0395	0			$ -	
International Debit APF		$ 0.0355	0			$ -	
Visa Credit APF		$ 0.0195	122			$ 2.38	
Visa Debit APF		$ 0.0155	872			$ 13.52	
Visa Zero Floor Limit Fee		$ 0.20	0			$ -	
Visa Misuse of Auth Fee		$ 0.09	3			$ 0.27	
Visa Transaction Integrity Fee		$ 0.10	61			$ 6.10	
Visa Base II Fee		$ 0.0018	964			$ 1.74	
MC Data Integrity Fee		$ 0.057	0			$ -	
MC Location Fee		$ 1.25	1			$ 1.25	
MC Secure Code		$ 0.03	0			$ -	
Projected FANF Per Location Fee **		$ 2.00	1			$ 2.00	
Projected FANF CNP Monthly Fee **		$ 45.00	1			$ 45.00	
Paper Statement Fee		$ -	1			$ -	
Chargeback Fee		$ 10.00	0			$ -	
Credit Interchange						$ -	
Non-Validation PCI Comp. Fee - for Internet, CNP software, and VARS		$ 25.00	1			$ 25.00	
Clover Service Fee						$ -	
Clover Lease Fee		$ -				$ -	
Wireless Terminal Fee						$ -	
Equipment Lease Fee		$ -	0			$ -	
Total Miscellaneous Fees						**$ 111.30**	

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Cost Comparison Summary
For April 2019 Card Payment Processing

			Effective Rate
Total WFMS Processing Cost	$	1,405.29	0.679%
Total Fees Paid With Current Processor	$	1,827.99	0.884%
Estimated Monthly Difference - Savings or (Loss)	$	422.70	0

This Wells Fargo Merchant Services Cost Comparison is based on information provided by the merchant, and is a comparison of the Client's Current Processor's rates and fees and the most recent Wells Fargo Merchant Services' rates and fees. This is an estimate of comparative costs and is not a projection of future cost savings with Wells Fargo Merchant Services.

The business practices, assumptions, card processing and other general industry assumptions have a material impact on the calculations herein.
Client may request from the Wells Fargo Sales Consultant additional calculations using different assumptions, data, business practices, transaction allocation, or other information.

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This is Wells Fargo Confidential Information, you are not authorized to share with any third parties.

Please note that the information we've provided you is only an estimate based on information available to us at this point in time. It relies on information you provide to us as well as general industry assumptions, including estimated Interchange and potential Card Organization fees and therefore cannot be relied on as an accurate forecast of activity. Further, while we strive to provide accurate information, there may be errors or unintentional omission and assumptions. We cannot guarantee that our estimate is completely accurate or comprehensive. Additionally, we cannot be certain that our estimate will be an accurate forecast of your future processing cost experience, because your future cost experience is dependent on future events and variables that cannot be determined with certainty today.

Please be aware of the following assumptions and limitations of the cost comparison:
- The cost comparison does not account for one-time, annual, quarterly or trailing fees (for example, non-qualified interchange fees and surcharges that you may experience). Rather, it is based on recurring monthly fees which may vary in amount, but recur on a monthly basis.
- The cost comparison does not account for any seasonality associated with your business.
- The cost comparison does not and cannot account for potential changes in the composition or volume of your payment card processing activity or business in the future.
- For assumptions used in this cost comparison please reference the Cost Comparison Summary on Page 1.

Each Card Organization (or otherwise referred to as Payment Network) has developed Card Organizations Rules that govern each of their Acquirers and Issuers and the procedures, responsibilities and allocation of risk for this process. Merchants are also bound by Card Organization Rules and applicable laws and regulations. You are also responsible for fines and certain other fees imposed by the Card Organizations on us as a result of acts or omissions by your agents or third parties.

WARRANTY DISCLAIMER. Therefore, THIS COST COMPARISON IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS OFFERED BY WELLS FARGO ON AN "AS IS," BASIS, WITH NO WARRANTY OF ANY KIND—WHETHER EXPRESS, IMPLIED, OR STATUTORY—INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. FURTHER, NO WARRANTY, EXPRESSED OR IMPLIED IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF THE INFORMATION AND UNDERLYING DATA.

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Proforma reflects April 2018 interchange pricing

*Interchange fees are based on gross sales volume.

** This is only an estimate of Fixed Acquirer Network Fees (FANF). Visit 'www.wellsfargo.com/visanetworkfee to determine what specific FANF amounts may apply and when.

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WELLS FARGO

Wells Fargo Merchant Services

WFMS Pricing Terms

3162142_046

File Name: **3162142**

Merchant Name: City of Banning

For additional information please contact:

Todd Reed

(619) 857-3855

Sales Consultant

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

The FAX number is 1-866-494-9506. Thank you.

Wells Fargo Merchant Services, L.L.C. (" WFMS ") - Pricing Terms for City of Banning

Proposal Date : 05/30/2019
Sales Consultant: Todd Reed

Form# 046

Credit Card Volume	$13,228,632	Communications Method	FRAME/INTERNET
Average Transaction Size	$302	Internet Gateway	WFPG
Number of Locations	3	Pricing Option	Interchange + Rate
Anticipated Interchange (11) Levels	Utility	024 048/053/324/000	
MCC Code	4900	MCC Code Description	UTILITIES-ELECTRIC,GAS,WATER
American Express® Industry Type	N/A		
Discover® Network Card Program	Yes		

Credit Card Processing Fees (1)

Interchange Plus the following fees :

0.1500% On Gross Visa®, MasterCard®, Discover® Network Card and American Express® Sales

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

NOT APPLICABLE

One Time Total Fees	$0.00
Monthly Total Fees	$0.00
Annual Total Fees	$0.00
Early Termination Fee	See Below for explanation of the early termination fee
Other Fees based on your account activity	See Other Fees based on your account activity table below

The above table is for your convenience only and is not intended to set forth all fees that may be associated with your merchant account. Regardless of your transaction volume you will be responsible for the One Time Total Fees, Monthly Total Fees, Annual Total Fees, Other Fees based on your account activity (as set forth in the table above) and Processing Solution Fees. The fees associated with the table above are defined below.

Early Termination Fee:
If the Client's total Sales Volume for the preceding 12 months* is less than One Million Dollars ($1,000,000) there is no Early Termination Fee.
If the Client's total Sales Volume for the preceding 12 months* is greater than or equal to One Million Dollars ($1,000,000) and the termination occurs during the initial term or any renewal term, then the Early Termination fee is Five Hundred Dollars ($500.00) per location plus six (6) times the highest amount of Revenue in any single calendar month during the initial term or any renewal term.
*If you have been processing with us for less than 12 months, the early termination fee shall be calculated based on "Annualized Sales Volume" in lieu of "Sales Volume".

Please review this entire pricing summary, along with the Additional Services page, for a comprehensive list of your fees.

Initial Below

Principal Name 1 _____ Principal Name 2 _____ Principal Name 3 _____ Principal Name 4 _____

Applicable Fee Schedules:

Payment Networks Qualification Matrix https://www.wellsfargo.com/biz/interchangeplus

Payment Networks Pass-Through Fees https://wellsfargo.com/biz/merchantpassthroughfees

Wells Fargo Fixed Acquirer Network Fee for Visa® Accepting Merchants https://wellsfargo.com/visanetworkfee

Dues, assessments and pass-through fees are disclosed in the schedules referenced above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, please refer to the URLs above for more information. Additional schedules apply if your Pricing Option is Fixed (Non-Qual Fees). If you do not have internet access, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees on 10/19/19. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

One Time Fees			
Set-Up Fees		$0.00	per location
Equipment Installation Fee		$0.00	
Terminal Reprogramming Fee (Terminal)	# of Terminals: 0	$0.00	per terminal
Integrated Terminal Swap Fee for PIN Injection	# of Terminals: 0	$0.00	per terminal
Swap Fee for PIN Injection	# of PIN Pads: 0	$0.00	per PIN Pad
Card Imprinter Option	# of imprinters: 0	$0.00	per imprinter
Rush Shipping Option		$0.00	
One Time Total Fees		**$0.00**	

Monthly Fees		
Monthly Service Fee	$0.00	per location
Statement Billing Fee (Paper Statement) (7)	$0.00	
PCI Compliance Service Program Fee (8)	$0.00	per location
Clover™ Services Fee (14)	N/A	per device ID
Monthly Total Fees	**$0.00**	

Annual Fees		
Annual Fee	$0.00	per location
Annual Compliance Support Fee (5)	$0.00	per location
Annual Total Fees	**$0.00**	

Other Fees based on your account activity		
Authorization/EDC Fee – Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) (3)	$0.000	per attempt
Authorization/EDC Fee – American Express (Credit and Prepaid) (3)	N/A	per attempt
American Express EDC and Discover EDC Authorization (6)	$0.120	per attempt
American Express EDC and Discover EDC Capture Fee	$0.030	per attempt
Electronic Address Verification Service Fee	$0.010	per attempt

Initial Below

Principal Name 1	Principal Name 2	Principal Name 3	Principal Name 4

Voice Authorization Fee	$0.75	per attempt
Voice (Manual) Address Verification Fee	$2.000	per attempt
Monthly Minimum Processing Fee(9)	$0.00	per month
Chargeback Fee (2)	$10.00	per chargeback
Non-validation PCI Compliance Fee (8)	$25.00	per location, per month
ACH Reject Fee	$10.00	per reject
Other Fees based on your account activity Total Fees	**Based on account activity**	

Processing Solutions			
Type	**Quantity**	**Financing Method**	**Total w/o TAX**
WFPG	1	CUSTOMER OWNED	$0.00

(1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.

(2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that client will not be subject to a chargeback or debit.

(3) Authorization/EDC Fee applies to Visa and Discover Network Card credit authorizations, all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.

(5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.

(6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.

(7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement online instead of receiving a paper copy by mail. After Business Track access has been activated, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If Business Track access is terminated by Client or as a result of inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. Enroll anytime at businesstrack.com.

(8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 4 Clients who utilize a gateway or value added reseller (VAR). The program includes access to TrustKeeper, a Trustwave PCI Compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting https://pci.trustwave.com/wellsfargo. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

(9) If the total discount fee billed to the Client for Visa, MasterCard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.

(11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.

Initial Below

Principal Name 1	Principal Name 2	Principal Name 3	Principal Name 4

(14) If Client purchases or leases the Clover Flex, Clover Mobile and/or the Clover Mini device(s) and does not have a Clover Station on the same merchant account number, then the Clover Services Fee does not apply and will not be charged. If Client purchases or leases the Clover Flex, Clover Mobile and/or the Clover Mini device(s) with the Clover Station(s) or already has the Clover Station(s) on the same merchant account number, then the Clover Services Fee will apply only to the Clover Station(s).

If Client does not follow proper authorization procedures, a $50 chargeback handling fee will be assessed on MasterCard transactions.

American Express may charge Client an excessive disputes fee in the amount of $5 for each Disputed Charge if Client is in American Express' Immediate Chargeback Program or $15 for each Disputed Charge if Client is not in the Immediate Chargeback Program.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

IRS Legal Filing Name _____

Wells Fargo Treasury Management Pro Forma

Prepared For
City of Banning

ANALYSIS SUMMARY

Average Positive Collected Balance	$	6,000,000.00
Investable Balance Available for Services	=	6,000,000.00
Earnings Allowance @ 1.25%	$	6,164.38
Monthly Analyzed Charges	-	5,440.39
Current Month Position	=	724.00
Total Amount Due	**$**	**0.00**

Number of days this cycle: 30

Investable balance required to offset $1.00 of analyzed charges	$	973.33
Balance required to offset current month analyzed charges.	$	5,295,309.15

Note: Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	6,000	765.00
		BALANCE & COMPENSATION INFORMATION Subtotal			**765.00**
22051	010000	ACCT MAINTENANCE	10.00000	1	10.00
CK021	010100	DEBITS POSTED	0.05000	43	2.15
		GENERAL ACCOUNT SERVICES Subtotal			**12.15**
48200	050020	WTLBX MONTHLY BASE	75.00000	1	75.00
48205	050401	WTLBX TRANSMISSION MONTHLY BASE	100.00000	1	100.00
48210	050100	WTLBX CHECKS	0.00000	2,236	0.00
48220	050122	WTLBX TOTAL PAYMENTS PROCESSED	0.25000	2,365	591.25
48307	059999	WTLBX STD ITEM PROCESSED NON SCAN	0.35000	566	198.10
48221	050122	WTLBX MULTI PAYMENT	0.10000	198	19.80
48222	050002	WLTLBX PARTIAL PAYMENT	0.01000	215	2.15
48241	059999	WTLBX REMIT PROCESSED EXPR MAIL	2.50000	3	7.50
48236	050127	WTLBX MICR DATA CAPTURE	0.02500	2,236	55.90
48317	059999	WTLBX MICR CAPTURE NON-SCANNABLE	0.02500	566	14.15
48244	050530	WTLBX CORRESPONDENCE / REJECTS	0.02500	4	0.10
48234	050101	WTLBX IMAGING - SCANNABLE	0.05000	6,952	347.60
48326	059999	WTLBX IMAGING NON-SCANNABLE	0.05000	686	34.30
48249	050424	WTLBX 7 YEAR B/W IMAGE ARCHIVE	0.01000	7,638	76.38
48318	059999	WTLBX VALUE ADDED KEYING - NON SCAN	0.00750	12,072	90.54
48230	050301	WTLBX DAILY DEPOSIT CUT	1.00000	22	22.00
48501	050401	WTBX TRANSMISSION ITEM	0.01000	2,931	29.31
34220	05031Z	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	15.00000	1	15.00
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
		LOCKBOX SERVICES Subtotal			**1,779.08**

08174	100100	CASH VAULT DEPOSIT CASH AND CHECK	1.00000	16	16.00
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	1.00000	101	101.00
CK197	100040	CASH ORDER FEE IN A WF BRANCH	5.25000	3	15.75
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	0.15000	86	12.90
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00130	1,560	2.03
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	0.05000	9	0.45
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	1	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	3.50000	8	28.00
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	0.25000	8	2.00
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	10.00000	1	10.00
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	10.00000	1	10.00
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00121	291,791	353.07
08132	100100	CASH VAULT MONTHLY BASE	5.00000	1	5.00
08025	100015	MISCELLANEOUS CREDITS POSTED	1.40000	104	145.60
001	100220	DEPOSITED CHECKS - ON US	0.10000	12	1.20
002	100225	DEPOSITED CHECK	0.10000	72	7.20
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	0.05500	356	19.58
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM	0.06500	1,156	75.14
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	15.00000	1	15.00
321	100220	DEPOSITED CHECKS LBX - ON US	0.10000	554	55.40
322	100225	RETAIL LOCKBOX - DEPOSITED CHECK	0.10000	2,248	224.80
		DEPOSITORY SERVICES Subtotal			**1,100.12**
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.01000	412	4.12
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	7.50000	4	30.00
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.05000	28	1.40
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.05000	11	0.55
12906	150401	POS PAY CHECK VERIFICATION CALL	15.00000	1	15.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	0.00000	2	0.00
12907	150030	POSITIVE PAY MONTHLY BASE	0.00000	1	0.00
12670	150410	STOP PAYMENT - ONLINE	5.00000	2	10.00
22202	150100	DDA CHECKS PAID	0.10000	412	41.20
12675	150499	STOP PAYMENT - PAPER CONFIRMATION	5.00000	2	10.00
		PAPER DISBURSEMENT SERVICES Subtotal			**112.27**
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00600	1,461	8.77
12377	200201	ARP FULL RECON-ITEM	Minimum	395	50.00
12060	200010	ARP MONTHLY BASE - FULL	75.00000	1	75.00
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	0.00000	1	0.00
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**133.77**
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	155	7.75
ES280	250000	ACH MONTHLY BASE	25.00000	2	50.00
ES211	250102	ACH ONE DAY ITEM	0.10000	500	50.00
ES210	250102	ACH TWO DAY ITEM	0.10000	1,602	160.20
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.01000	2	0.02
ES344	250202	ACH RECEIVED ITEM	0.05000	168	8.40
06504	250302	ACH RETURN ADMIN -MANUAL	5.00000	1	5.00
06503	250302	ACH RETURN ITEM-MANUAL	5.00000	2	10.00
06506	250312	ACH RETURN UNAUTHORIZED -MANUAL	5.00000	1	5.00
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000	1	5.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	1.50000	2	3.00
ES801	250501	ACH TRANSMISSION CHARGE	0.00000	6	0.00
ES237	250710	ACH FAX SERVICE	1.00000	8	8.00
34377	250000	ACH PAYMENTS BASE FEE	25.00000	1	25.00
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM	0.10000	4	0.40
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	5.00000	1	5.00
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	0.50000	2	1.00
		GENERAL ACH SERVICES Subtotal			**343.77**

28360	320110	E-BILL EXPRESS-ACH PAYMENT	0.50000	1	0.50
28361	320100	E-BILL EXPRESS-CREDIT CARD PAYMENT	0.50000	1,935	967.50
		INTERNET PAYMENT INIT PORTAL SVCS Subtotal			**968.00**
ES073	359999	WIRE MONTHLY DDA BASE - VOICE	1.00000	1	1.00
ES167	359999	WIRE SECURITY PIN MONTHLY BASE	0.00000	3	0.00
ES030	350300	WIRE IN - DOMESTIC	5.00000	1	5.00
ES072	350412	WIRE MAIL CONFIRMATION	3.00000	5	15.00
ES075	350551	WIRE TEMPLATE STORAGE MONTHLY BASE	0.10000	2	0.20
ES139	350100	WIRE OUT DOMESTIC - CEO	3.00000	1	3.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**24.20**
34602	400274	CEO E-BOX RPT - ITEM	0.02500	795	19.88
34601	400054	CEO E-BOX RPT SUBSCRIPTION MO BASE	25.00000	1	25.00
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL	0.50000	113	56.50
34128	40022Z	CEO EVENT MESSAGING SERVICE - TEXT	0.75000	22	16.50
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED	0.02500	786	19.65
34100	400052	CEO PREV DAY REPORTING MAINTENANCE	20.00000	1	20.00
27707	400340	CEO SEARCH	0.05000	21	1.05
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM	1.00000	2	2.00
34253	400800	INFO REPORTING HISTORY STORAGE 120	0.01000	1,121	11.21
46100	40005Z	CEO BASIC BANKING - MONTHLY BASE	5.00000	1	5.00
46102	40005Z	CEO BASIC BANKING ADDL ACCT-MO BASE	5.00000	3	15.00
27584	400241	INFOFAX WIRE ITEM	0.05000	5	0.25
27583	400021	INFOFAX WIRE MONTHLY BASE	10.00000	1	10.00
		INFORMATION SERVICES Subtotal			**202.04**

SETUP CHARGES

48258	050002	WTLBX PO BOX RENTAL/ANNUAL	150.00000	1	150.00
		LOCKBOX SERVICES Subtotal			**150.00**
28351	310601	E-BILL EXPRESS SETUP 5K-50K BILLS	1,700.00000	1	1,700.00
		ELEC BILL & INVOICE PRESENTMENT SVC Subtotal			**1,700.00**
		Total Analyzed Charges			**0.00**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**0.00**

This proposal was created for you based on your requirements and the services you expressed interest in. This document confirms the deposit and treasury management services and the prices that we plan to provide you based on certain assumptions including, projected volumes and other relevant information that you provided and the deposit and treasury management services you selected.

The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Please let us know if you believe this document does not accurately represent the prices or services you agreed to. For additional service definitions, please contact your Treasury Management Sales Consultant or visit: **www.wellsfargo.com/accountanalysis**

This document is a confidential pricing agreement between Wells Fargo Bank and the Customer. Neither party has the right to share this information with any entity or entities outside of their organization, without the permission of the other party.

Wells Fargo Treasury Management Pro Forma

Prepared For
City of Banning

ANALYSIS SUMMARY

Average Positive Collected Balance	$	7,000,000.00
Investable Balance Available for Services	=	7,000,000.00
Earnings Allowance @ 1.25%	$	7,191.78
Monthly Analyzed Charges	-	7,131.73
Current Month Position	=	60.05
Total Amount Due	**$**	**0.00**
Number of days this cycle: 30		
Investable balance required to offset $1.00 of analyzed charges	$	973.33
Balance required to offset current month analyzed charges.	$	6,941,546.75

Note: Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	7,000	892.50
		BALANCE & COMPENSATION INFORMATION Subtotal			**892.50**
22051	010000	ACCT MAINTENANCE	10.00000	1	10.00
CK021	010100	DEBITS POSTED	0.05000	43	2.15
		GENERAL ACCOUNT SERVICES Subtotal			**12.15**
48200	050020	WTLBX MONTHLY BASE	75.00000	1	75.00
48205	050401	WTLBX TRANSMISSION MONTHLY BASE	100.00000	1	100.00
48210	050100	WTLBX CHECKS	0.00000	2,236	0.00
48220	050122	WTLBX TOTAL PAYMENTS PROCESSED	0.25000	2,365	591.25
48307	059999	WTLBX STD ITEM PROCESSED NON SCAN	0.35000	566	198.10
48221	050122	WTLBX MULTI PAYMENT	0.10000	198	19.80
48222	050002	WLTLBX PARTIAL PAYMENT	0.01000	215	2.15
48241	059999	WTLBX REMIT PROCESSED EXPR MAIL	2.50000	3	7.50
48236	050127	WTLBX MICR DATA CAPTURE	0.02500	2,236	55.90
48317	059999	WTLBX MICR CAPTURE NON-SCANNABLE	0.02500	566	14.15
48244	050530	WTLBX CORRESPONDENCE / REJECTS	0.02500	4	0.10
48234	050101	WTLBX IMAGING - SCANNABLE	0.05000	6,952	347.60
48326	059999	WTLBX IMAGING NON-SCANNABLE	0.05000	686	34.30
48249	050424	WTLBX 7 YEAR B/W IMAGE ARCHIVE	0.01000	7,638	76.38
48318	059999	WTLBX VALUE ADDED KEYING - NON SCAN	0.00750	12,072	90.54
48230	050301	WTLBX DAILY DEPOSIT CUT	1.00000	22	22.00
48501	050401	WTBX TRANSMISSION ITEM	0.01000	2,931	29.31
34220	05031Z	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	15.00000	1	15.00
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
		LOCKBOX SERVICES Subtotal			**1,779.08**

08174	100100	CASH VAULT DEPOSIT CASH AND CHECK	1.00000	16	16.00
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	1.00000	101	101.00
CK197	100040	CASH ORDER FEE IN A WF BRANCH	5.25000	3	15.75
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	0.15000	86	12.90
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00130	1,560	2.03
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	0.05000	9	0.45
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	1	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	3.50000	8	28.00
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	0.25000	8	2.00
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	10.00000	1	10.00
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	10.00000	1	10.00
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00121	291,791	353.07
08132	100100	CASH VAULT MONTHLY BASE	5.00000	1	5.00
08025	100015	MISCELLANEOUS CREDITS POSTED	1.40000	104	145.60
001	100220	DEPOSITED CHECKS - ON US	0.10000	12	1.20
002	100225	DEPOSITED CHECK	0.10000	72	7.20
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	0.05500	356	19.58
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM	0.06500	1,156	75.14
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	15.00000	1	15.00
321	100220	DEPOSITED CHECKS LBX - ON US	0.10000	554	55.40
322	100225	RETAIL LOCKBOX - DEPOSITED CHECK	0.10000	2,248	224.80
		DEPOSITORY SERVICES Subtotal			**1,100.12**
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.01000	412	4.12
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	7.50000	4	30.00
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.05000	28	1.40
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.05000	11	0.55
12906	150401	POS PAY CHECK VERIFICATION CALL	15.00000	1	15.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	0.00000	2	0.00
12907	150030	POSITIVE PAY MONTHLY BASE	0.00000	1	0.00
12670	150410	STOP PAYMENT - ONLINE	5.00000	2	10.00
22202	150100	DDA CHECKS PAID	0.10000	412	41.20
12675	150499	STOP PAYMENT - PAPER CONFIRMATION	5.00000	2	10.00
		PAPER DISBURSEMENT SERVICES Subtotal			**112.27**
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00600	1,461	8.77
12377	200201	ARP FULL RECON-ITEM	Minimum	395	50.00
12060	200010	ARP MONTHLY BASE - FULL	75.00000	1	75.00
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	0.00000	1	0.00
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**133.77**

CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	155	7.75
ES280	250000	ACH MONTHLY BASE	25.00000	2	50.00
ES211	250102	ACH ONE DAY ITEM	0.10000	500	50.00
ES210	250102	ACH TWO DAY ITEM	0.10000	1,602	160.20
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.01000	2	0.02
ES344	250202	ACH RECEIVED ITEM	0.05000	168	8.40
06504	250302	ACH RETURN ADMIN -MANUAL	5.00000	1	5.00
06503	250302	ACH RETURN ITEM-MANUAL	5.00000	2	10.00
06506	250312	ACH RETURN UNAUTHORIZED -MANUAL	5.00000	1	5.00
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000	1	5.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	1.50000	2	3.00
ES801	250501	ACH TRANSMISSION CHARGE	0.00000	6	0.00
ES237	250710	ACH FAX SERVICE	1.00000	8	8.00
34377	250000	ACH PAYMENTS BASE FEE	25.00000	1	25.00
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM	0.10000	4	0.40
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	5.00000	1	5.00
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	0.50000	2	1.00
ES283	250000	ACH VENDOR MONTHLY BASE	75.00000	1	75.00
ES211	250102	ACH ONE DAY ITEM	0.10000	1	0.10
ES801	250501	ACH TRANSMISSION CHARGE	0.00000	1	0.00
		GENERAL ACH SERVICES Subtotal			**418.87**
28355	310001	E-BILL EXPRESS MTHLY 5K-50K BILLS	450.00000	1	450.00
28364	310502	E-BILL EXPRESS-AR FILE VIA SAFE	175.00000	1	175.00
28365	310113	E-BILL EXPRESS-BILL FILE VIA SAFE	15.00000	1	15.00
28377	310200	EBILLEXPRESS-PER BILL RECORD LOADED	0.07000	5,000	350.00
		ELEC BILL & INVOICE PRESENTMENT SVC Subtotal			**990.00**
28360	320110	E-BILL EXPRESS-ACH PAYMENT	0.50000	1	0.50
28361	320100	E-BILL EXPRESS-CREDIT CARD PAYMENT	0.50000	1,935	967.50
		INTERNET PAYMENT INIT PORTAL SVCS Subtotal			**968.00**
ES073	359999	WIRE MONTHLY DDA BASE - VOICE	1.00000	1	1.00
ES167	359999	WIRE SECURITY PIN MONTHLY BASE	0.00000	3	0.00
ES030	350300	WIRE IN - DOMESTIC	5.00000	1	5.00
ES072	350412	WIRE MAIL CONFIRMATION	3.00000	5	15.00
ES075	350551	WIRE TEMPLATE STORAGE MONTHLY BASE	0.10000	2	0.20
ES139	350100	WIRE OUT DOMESTIC - CEO	3.00000	1	3.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**24.20**

34602	400274	CEO E-BOX RPT - ITEM	0.02500	795	19.88
34601	400054	CEO E-BOX RPT SUBSCRIPTION MO BASE	25.00000	1	25.00
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL	0.50000	113	56.50
34128	40022Z	CEO EVENT MESSAGING SERVICE - TEXT	0.75000	22	16.50
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED	0.02500	786	19.65
34100	400052	CEO PREV DAY REPORTING MAINTENANCE	20.00000	1	20.00
27707	400340	CEO SEARCH	0.05000	21	1.05
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM	1.00000	2	2.00
34253	400800	INFO REPORTING HISTORY STORAGE 120	0.01000	1,121	11.21
46100	40005Z	CEO BASIC BANKING - MONTHLY BASE	5.00000	1	5.00
46102	40005Z	CEO BASIC BANKING ADDL ACCT-MO BASE	5.00000	3	15.00
27584	400241	INFOFAX WIRE ITEM	0.05000	5	0.25
27583	400021	INFOFAX WIRE MONTHLY BASE	10.00000	1	10.00
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.02500	874	21.85
34120	400055	CEO INTRADAY REPORTING MAINTENANCE	20.00000	1	20.00
64104	151350	IFI MAINTENANCE PER PRODUCT	100.00000	1	100.00
64101	151354	IFI PAID CHECKS - IMAGE	0.01000	468	4.68
		INFORMATION SERVICES Subtotal			**348.57**
41910	070223	PMT GATEWAY MONTHLY BASIC	20.00000	3	60.00
41963	070223	PMT GATEWY CREDIT CARD TRANS A	0.08000	3,650	292.00
41964	070223	PMT GATEWY ELECTRONIC CHK TRANS A	0.20000	1	0.20
41973	070223	PMT GATEWY SUBSCRIPTION TRANS A	0.01000	1	0.01
		MERCHANT CARD SERVICES Subtotal			**352.21**

SETUP CHARGES

48258	050002	WTLBX PO BOX RENTAL/ANNUAL	150.00000	1	150.00
		LOCKBOX SERVICES Subtotal			**150.00**
28351	310601	E-BILL EXPRESS SETUP 5K-50K BILLS	1,700.00000	1	1,700.00
		ELEC BILL & INVOICE PRESENTMENT SVC Subtotal			**1,700.00**
64100	151357	IFI SETUP PER PRODUCT	0.00000	1	0.00
		PAPER DISBURSEMENT SERVICES Subtotal			**0.00**
		Total Analyzed Charges			**0.00**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**0.00**

This proposal was created for you based on your requirements and the services you expressed interest in. This document confirms the deposit and treasury management services and the prices that we plan to provide you based on certain assumptions including, projected volumes and other relevant information that you provided and the deposit and treasury management services you selected.

The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Please let us know if you believe this document does not accurately represent the prices or services you agreed to. For additional service definitions, please contact your Treasury Management Sales Consultant or visit: **www.wellsfargo.com/accountanalysis**

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ATTACHMENT 5

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT (C00497)
FOR GOVERNMENT BANKING SERVICES

By and Between

THE CITY OF BANNING

and

WELLS FARGO BANK,

a California corporation]

AGREEMENT FOR PROFESSIONAL SERVICES (C00497) FOR GOVERNMENT BANKING SERVICES BY AND BETWEEN CITY OF BANNING AND WELLS FARGO BANK

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day of: _____ by and between the **CITY OF BANNING, a municipal corporation** ("City") and **WELLS FARGO BANK, 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 (RFP No. 19-029), the performance of Government Banking Services 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" outlined in the RFP 19-029 Specifications 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 Government Banking Services. 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, in addition to the Scope of Services provided in Exhibit "A", include the Request for Proposal or Invitation for Bids ("Contract Documents"), which are incorporated herein by this reference as though fully set forth herein. This Agreement shall also include the Consultant's accepted bid proposal ("Accepted Bid"), which is attached hereto as Exhibit "A-1" and 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 this Agreement, the terms of the Contract Documents shall govern over the Accepted Bid, and the terms of this Agreement shall govern over both the Contract Documents and the Accepted Bid.

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 Exhibit A-1. 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.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded, unless Additional Services are approved per 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 Exhibit A-1, 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 Exhibit A-1.

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 Exhibit A-1. 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 Exhibit A-1. 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.

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.

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 Exhibit A-1 and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in Exhibit A-1 ("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 from the date hereof for five (5) years, except as otherwise provided in the Schedule of Performance.

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:

[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, 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.

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, 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.

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 in writing 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. 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 Exhibit A-1 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

Douglas Schulze, Date
City Manager

ATTEST:

Daryl Betancur, Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

NAME: DATE
TITLE:

NAME: DATE
TITLE:

Tax ID No.

Address:

Two signatures are required if a corporation

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following services in connection with providing Government Banking Services prepared in connection therewith:**

<reserve this section for RFP 19-029 specifications>
Page # 5 (Section 5) Scope of Work
Page #'s 8 – 19 (Section 11) Proposal Format and Content

EXHIBIT "A-1"
CONSULTANT'S PROPOSAL
(pages ##-##)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

<Maybe Special Wells Fargo Forms/Agreement can go in this section?>

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolutions approving: Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the City of Banning and Banning Utility Authority; the Capital Improvement Program for Fiscal Years 2019-2020; the Gann Limit (Appropriations Limit) Fiscal Year 2019-2020; and amending the Classification and Compensation Plan**

RECOMMENDATION:

1. Adopt Resolution No. 2019-__ approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the City of Banning
2. Adopt Resolution No. 2019-__ UA approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the Banning Utility Authority
3. Adopt Resolution No. 2019-__ approving the Gann Limit for Fiscal Year 2019-2020
4. Adopt Resolution No. 2019-__ amending the Classification and Compensation Plan

BACKGROUND:

The Proposed Mid-Cycle budget adjustments for Fiscal Year 2019-2020 were presented to the Council at a workshop on July 9, 2019 and the Budget and Finance Committee meetings on March 19, 2019 and August 21, 2019.

JUSTIFICATION:

These adjustments are necessary to provide a more accurate projection of the available funds for the next fiscal year. The proposed adjustments are based on reductions or increases in expenditures and revenues due to various reasons, which have been highlighted below:

GENERAL FUND

- Revenues:
  - Increase Sales Tax Revenue $82,977 based on projections for Sales Tax Company (HdL)
  - Decrease of General Fund Transfer from Electric Utility to 4.5% of Gross Revenues ($1,793,677) from 10%
  - Projected revenue from Cannabis retail $779,200 (Measure O) and Cultivation $1,289,600 (Measure N)
  - Increase in Public Works permit fees for improvements related to Pardee $18,000 and plan check fees for RSG $79,000

- Expenditures:
  - Police Department salaries & benefits include the 8.5% increase and 4% EPMC PERS contributions approved on 9/24/18. Plus, recently negotiated increase in salaries and benefits. Increase to police department salaries & benefits $697,620.
  - General Unit employees MOU salaries increase from 1% as budgeted to 3% as earned.
  - Executive employees received CPI-W salaries increase of 2.8%
  - Utility Unity and Management employees' salaries already included respective increases per MOUs (3%)
  - Salaries of Parks & Recreation Director (50%) $98,150 and Recreation Manager (previously Community Services Manager) (80%) $91,760 reallocated to General Fund from Transit with the move of Transit and Dial-A-Ride operations under Public Works.
  - Added two Code Enforcement Officers previously not in FY 19-20 budget, $171,410.
  - Includes reclassified position of Accounting Specialist to Budget & Financial Analyst requested at FY18-19 Mid-Year with a 70% General Fund impact and new requested position Associated Engineer (CIP) with a 10% General Fund impact.
  - Increasing City Attorney costs based on actuals for FY 18-19 $118,830 for General Fund, will re-evaluate at Mid-year.
  - Central Services increased by $135,484 to account for the General Fund's portion of OpenGov, Executive (Electronic timekeeping system), Cost Allocation Plan, Pension & Labor costing Modules and increase in additional IT requirements.
  - Added after Workshop:
    - Add Development Services Manager/Building Official position to the Building & Safety Department and reduce the amount of the Professional Services, net change zero impact.
    - Add $6,300 to Building Maintenance for additional building upgrades and maintenance projects.
    - Re-classifying the Utility Financial Analyst as the Budget & Financial Analyst Position, – 50% General Fund, same impact to Budget.

SPECIAL REVENUE FUNDS

GAS TAX

- Expenditures:
  - Increases to Salaries & Benefits based on MOU increases $129,856
  - Increase in Tree Trimming of $20,000 for removal/trimming of trees.
  - Increase in Contract Striping $25,000 for striping throughout the City.
  - Increase in Sidewalks $23,000 to fix broken sidewalks throughout the City.
  - Increase in Professional Services $37,500 for Grant Writers, Arborist and Public Outreach.
  - Increase in General Plan Traffic Circulation $80,000 to revise circulation for the realignment of Sun Lakes Blvd.
  - Increase in Street & Traffic signs $15,000 for sign replacement.

LANDSCAPE MAINTENCE

- Expenditures:
  - Increase in Utilities $28,000 for water fees due to change in rate from municipal to retail.
  - Increase in Maintenance Grounds/Field $16,221 per approved Council Action on 6/11/2019.
  - Increase in Professional Services $74,789 per Resolution 2019-42.

BANNING UTILITY AUTHORITY FUNDS

WATER

- Expenditures:
  - Decrease in Operating Expenditures transferring $550,000 from Operating to Capital Expenditures for AMI/AMR system.
  - Reduction in Water Order $50,000
  - Offset by Increase in Salaries & Benefits $38,841, Water Related Legal expenses $100,000 and Wells/Pump Equipment repairs $25,000

WASTEWATER

- Expenditures:
  - Increase in Salaries & Benefits $33,960.
  - Contracted Wastewater Treatment Plant services $55,000 for prevailing wage compliance increased costs.
  - NPDES Storm Water expenses increased $10,000 for industrial waste inspections, plan reviews and NPDES inspections.
  - Increase for roof repairs $10,000
  - Increase in Professional Services $23,105 and Engineering Services $20,000

ENTERPRISE FUNDS

AIRPORT

- Revenue:
  - Increase Hangar Rents $8,000
  - Aviation Fuel Sales $5,000

- Expenditures:
  - Increase in Salaries & Benefits $6,829
  - Increase in Repair and Maintenance Accounts $7,000
  - Interfund Service allocation increase $7,086

TRANSIT

- Revenue:
  - Increase revenue for Grant funds $325,000 from STA and State of Good Repair $37,740 offset by reductions in ridership levels for Article 4 ($200,960) and Transit Fares ($13,302)
- Expenditures:
  - Increase in Salaries & Benefits $336,863 ($500,000 error on FY 19-20 adopted budget reduced by Salary savings of Parks and Recreation Director and Recreation Manager reallocations to General Fund)
  - Increase in Bus Shelter expense for advertisement fixtures $5,000.
  - Increase Professional Services for Transit Rebranding $15,000 and OpenGov, Executime, Pension/Labor costing $10,980
  - Increase in bus cleaning expenses $5,000.
  - Interfund Service allocation increase $69,950.

DIAL-A-RIDE

- Revenue:
  - Decrease Revenue ($34,879) due to reduction in ridership levels.
- Expenditures:
  - Increase in Salaries & Benefits $14,270
  - Interfund Service allocation increase $65,513.

ELECTRIC

- Revenue:
  - Decrease Revenue ($300,000) due to reduction of CAISO revenue rate.
- Expenditures:
  - Increase in Salaries & Benefits $660,441 (Reclassifications of 4 positions as follows: Engineering Supervisor, Electric Business Support Manager, Public Benefits Analyst & Public Benefits Coordinator Plus Powerline Technician (1) & Powerline Apprentice (2) Positions added to budget at Mid-Year 18-19)

- Increase in staff training/conferences $47,000
- Increase in tree trimming services $119,300
- Increased costs of JPA Expenses $30,000
- Increase in maintenance costs $75,000
- Increase in Software $125,000 and Professional services $26,973
- New account for Safety and EOC operations $50,000
- Increase in Special Utility Costs for Poles, Towers, Fixtures, Electric Distribution Lines, Substation expenses, meters expenses and tools/supplies $164,000
- Decrease in Interfund Service allocations ($1,504,308) – Offsetting GFT transfer ($1,793.677) with increases of $289,369, including share of planned equipment replacement

REFUSE

- Expenditures:
  - Increase in Salaries & Benefits $4,601
  - Increase in Advertising/Publishing budget for Recycling Outreach $7,500
  - Increase Professional Services for compliance with Solid Waste regulations $71,612
  - Increase in Interfund Service allocations $5,784

INTERNAL SERVICE FUNDS

RISK MANAGEMENT

- Expenditures:
  - Increase in Attorney Fees $250,000 allocated across funds.

FLEET MAINTENANCE

- Expenditures:
  - Decrease in Salaries & Benefits ($11,528)
  - Increase in Repair and Maintenance Accounts $97,000 for in-ground lifts, generator repairs, aging fleet, and CNG compressor rebuild
  - Increase in lease payments $16,128
  - Increase in Professional Services $15,000 design services for upgrade to shop
  - Increase in Gasoline/Diesel Fuel $57,100

INFORMATION SYSTEMS

- Expenditures:
  - Increase Salaries & Benefits $3,467
  - Increase in Software Maintenance $37,101 Endpoint protection
  - Increase Hardware costs $11,848
  - Increase in interfund service cost allocations $15,441

UTILITY BILLING

- Expenditures:
  - Decrease Salaries & Benefits ($5,034)
  - Increase in Printing and Mailing costs $10,500
  - Increase Computer Hardware – IVR check scanner & software $18,000
  - Increase in interfund service cost allocations $19,847

METER READING

- Expenditures:
  - Decrease Salaries & Benefits ($2,880)
  - Increase Uniform maintenance $3,500
  - Increase Computer Hardware/Software – Itron Meter reading equipment/software $5,400 plus $5,000 USB WiFi/equipment and software upgrade
  - Increase in Interfund Service cost allocations $15,402

CLASS AND COMPENSATION PLAN UPDATES

- <u>New Positions</u>:
  - Electric Department:
    - Business Support Manager Grade T83 (Teamsters Unit)
    - Electrical Engineering Supervisor Grade T83 (Teamsters Unit)
    - Public Benefits Analyst Grade U68 (IBEW-Utilities Unit)
  - Public Works:
    - Associate Engineer (CIP) Grade T75 (Teamsters Unit)
  - Finance
    - Budget & Financial Analyst Grade T76 (Teamsters Unit)
- <u>Reclassifications, Updated Job Descriptions and Reinstatements</u>
  - Electric Department - reclassifications
    - Office Specialist to Utility Services Assistant
    - Utility Services Assistant to Public Benefits Coordinator
    - Public Benefits Coordinator to Public Benefits Analyst
    - Management Analyst to New Position Business Support Manager
    - Associate Engineer to New Position Electrical Engineering Supervisor
  - Finance Reclassifications
    - Eliminate one Accounting Specialist and add Budget & Financial Analyst reclassifying the Utility Financial Analyst to this position. T76
  - Utility Billing – Reclassification
    - Reclassify title of Utility Billing Representative to Customer Service Representative G43 – three (3) positions
  - Planning Department – Reinstatements to budget (offset by reduction in Contract services)

- Building Official (Previously Development Services Manager/Building Official T84
- Parks & Recreation
  - Update Title of Community Services Manager to Recreation Manager and remove tasks associated with transit operations.
- Transit/Fleet Maintenance
  - Updated Fleet Manager Job Description to include transit operations
  - Updated Public Works Director/City Engineer Job Description to include transit operations.

GANN LIMIT

The Gann Limit calculation sets the appropriations limit of each government agency for each fiscal year; it is the amount which total annual appropriations subject to limitation may not exceed and is established under Article XIIIB of the California Constitution. The appropriations limit applies only to those revenues defined as "proceeds of taxes."

The Gann Limit of $46,748,491 for Fiscal Year 2019-20 was calculated using the prior years' limitation of $44,494,809 multiplied by the 3.85% (1.0385) increase in per capita income multiplied by the 1.17% (1.0117) increased population growth in Riverside County. This calculation maintains a safe cushion for the City's financial health.

FISCAL IMPACT:

GENERAL FUND

FY 19-20 Adopted Budget (Deficit)	(573,999)
Reduction of GFT from Electric	(1,793,677)
Increase in Revenues	2,238,777
Requested Expenditure Adjustments	(1,830,667)
FY19-20 Projected Deficit	(1,959,566)
Reserve Requirement to Balance Budget	2,000,000

*Reserve Policy: Commitment for emergency contingencies is established at a minimum of $1.5 million or up to 25% of operating appropriations. The Emergency contingency is reserved for economic uncertainties, local disasters, recession or other financial hardships, to subsidize unforeseen operating or capital needs, and for cash flow requirements. General Fund Operating Appropriations with adjustments FY 19-20 $20,970,927 x 25% = $5,242,731.75. Less $2,000,000 = $3,242,731.75 (15.46%)

TOTAL BUDGET:

Operating Expenditures FY 2019-20	$ 90,979,438
Capital Expenditures FY 2019-20	14,171,562
Total Expenditures FY 19-20	$105,151,000

OPTIONS:

1. Adopt Resolutions and approve the Proposed Mid-Cycle Budget Adjustments and GANN Limit for Fiscal Year 2019-20 and amendments to the Classification and Compensation Plan

2. Provide direction to staff on amending the Proposed Mid-Cycle Budget Adjustments for Fiscal Year 2019-20.

ATTACHMENTS:

1. Fiscal Year 2019-20 Mid-Cycle Operating Budget Adjustment Summary
2. Resolution No. 2019-__ approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the City of Banning with Exhibit "A" containing the details of the Mid-Cycle Operating & Capital Improvement Budget Adjustments
3. Resolution No. 2019-__ UA approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the Banning Utility Authority with Exhibit "A" containing the details of the Mid-Cycle Operating & Capital Improvement Budget Adjustments
4. Resolution No. 2019-__ approving the Gann Limit for Fiscal Year 2019-2020 with Exhibit A GANN Cover Sheet and Calculation
5. Resolution No. 2019-__ amending the Classification and Compensation Plan with Exhibit A and Exhibit B
6. Position Costs for New Positions and Reclassifications

Approved by:

PP: Yp Sampson

Douglas Schulze
City Manager

ATTACHMENT 1

Fiscal Year 2019-20
Mid-Cycle Operating Budget Adjustment Summary

City of Banning
Mid-Cycle Budget Adjustments FY 2019-20 Summary

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
Governmental Funds										
001	General									
0001	General	16,417,819	-		289,300	-		16,707,119	-	
1000	City Council	-	107,630		-	-		-	107,630	
1200	City Manager	-	211,803		-	16,196		-	227,999	
1210	Economic Development	-	252,531		-	(11)		-	252,520	
1300	Human Resources	-	151,002		-	10,671		-	161,673	
1400	City Clerk	-	167,950		-	13,687		-	181,637	
1500	Elections	-	-		-	-		-	-	
1800	City Attorney	-	243,247		-	118,830		-	362,077	
1900	Fiscal Services	-	372,771		-	1,737		-	374,508	
1910	Purchasing	-	133,960		-	21,819		-	155,779	
2060	TV Government Access	61,000	116,749		-	(761)		61,000	115,988	
2200	Police	517,119	7,759,177		-	843,415		517,119	8,602,592	
2210	Dispatch	-	1,077,278		-	(24,858)		-	1,052,420	
2279	TASIN - SB621 (Police)	-	-		-	-		-	-	
2300	Animal Control	-	210,503		-	-		-	210,503	
2400	Fire	244,058	3,520,455		-	29,410		244,058	3,549,865	
2479	TASIN - SB621 (Fire)	-	-		-	-		-	-	
2700	Building & Safety	537,666	560,685		-	12,360		537,666	573,045	
2740	Code Enforcement	96,574	346,814		-	215,615		96,574	562,429	
2800	Planning	285,447	1,231,659		2,068,800	2,017		2,354,247	1,233,676	
3000	Engineering	269,678	278,370		87,000	82,064		356,678	360,434	
3200	Building Maintenance	-	177,326		-	32,910		-	210,236	
3600	Parks	-	435,712		-	121,797		-	557,509	
4000	Recreation	60,000	393,688		-	162,343		60,000	556,031	
4010	Aquatics	54,300	179,004		-	42,226		54,300	221,230	
4020	Day Care	16,000	20,265		-	(19,465)		16,000	800	
4050	Senior Center	5,400	117,990		-	1,831		5,400	119,821	
4500	Central Services	-	997,191		-	135,484		-	1,132,675	
4800	Debt Service	-	-		-	-		-	-	
5400	Community Enhancement	1,200	76,500		-	11,350		1,200	87,850	
	GENERAL FUND TOTAL	**18,566,261**	**19,140,260**	**(573,999)**	**2,445,100**	**1,830,667**	**614,433**	**21,011,361**	**20,970,927**	**40,434**

City of Banning
Mid-Cycle Budget Adjustments FY 2019-20 Summary

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
	Special Revenue Funds									
002	Developer Deposit Fund	-	-	-	-	-	-	-	-	-
003	Riverside County MOU	-	-	-	-	-	-	-	-	-
005	SA Adminstration Fund	250,000	16,190	**233,810**	-	-	-	250,000	16,190	**233,810**
100	Gas Tax Street	1,870,567	1,315,306	**555,261**	-	389,220	**(389,220)**	1,870,567	1,704,526	**166,041**
101	Measure A Street	604,750	-	**604,750**	-	-	-	604,750	-	**604,750**
102	RMRA (SB1) Gas Tax	521,076	-	**521,076**	-	-	-	521,076	-	**521,076**
103	SB300 Street Improvement	-	-	-	-	-	-	-	-	-
104	Article 3 - Sidewalk Construction	-	-	-	-	-	-	-	-	-
110	C.D.B.G.	-	-	-	-	-	-	-	-	-
111	Landscape Maintenance Assmt. Dist.#1	141,882	131,550	**10,332**	-	122,916	**(122,916)**	141,882	254,466	**(112,584)**
132	Air Quality Improvement	39,800	3,000	**36,800**	-	-	-	39,800	3,000	**36,800**
140	Asset Forfeiture	-	-	-	-	-	-	-	-	-
148	Supplemental Law Enforcement	100,000	100,000	-	-	-	-	100,000	100,000	-
150	State Park Bond Act	-	-	-	-	-	-	-	-	-
190	Housing Authority Fund	-	-	-	-	-	-	-	-	-
200	Special Donations	8,000	8,000	-	-	-	-	8,000	8,000	-
201	Senior Center Activities									
	4050 Senior Center	600	1,280	**(680)**	-	-	-	600	1,280	**(680)**
	4060 Senior Center Advisory Board	7,700	7,020	**680**	-	-	-	7,700	7,020	**680**
	Senior Center Activities Subtotal	**8,300**	**8,300**	-	-	-	-	**8,300**	**8,300**	-
202	Animal Control Reserve	-	-	-	-	-	-	-	-	-
203	Police Volunteer	1,500	1,500	-	-	-	-	1,500	1,500	-
300	City Hall COP Debt Service*	437,000	437,000	-	-	-	-	437,000	437,000	-
360	Sun Lakes CFD #86-1	125	-	**125**	-	-	-	125	-	**125**
365	Wilson Street #91-1 Assessment Debt	255	-	**255**	-	-	-	255	-	**255**
370	Area Police Computer	51,812	51,812	-	-	-	-	51,812	51,812	-
375	Fair Oaks #2004-1 Debt Service	199,000	199,000	-	-	-	-	199,000	199,000	-
376	Cameo Homes	170	-	**170**	-	-	-	170	-	**170**
	SPECIAL REVENUE FUNDS TOTAL	**4,234,237**	**2,271,658**	**1,962,579**	-	**512,136**	**(512,136)**	**4,234,237**	**2,783,794**	**1,450,443**

City of Banning
Mid-Cycle Budget Adjustments FY 2019-20 Summary

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
	Capital Improvement Funds									
400	Police Facilities Development	-	-	-	-	-	-	-	-	-
410	Fire Facility Development	3,000	-	**3,000**	-	-	-	3,000	-	**3,000**
420	Traffic Control Facility	1,750	-	**1,750**	-	-	-	1,750	-	**1,750**
421	Ramsey/Highland Home Traffic Signal	310	-	**310**	-	-	-	310	-	**310**
430	General Facilities	1,400	-	**1,400**	-	-	-	1,400	-	**1,400**
441	Sunset Grade Separation Fund	-	-	-	-	-	-	-	-	-
444	Wilson Median	1,450	-	**1,450**	-	-	-	1,450	-	**1,450**
451	Park Development	-	-	-	-	-	-	-	-	-
470	Capital Improvement Fund	-	-	-	-	-	-	-	-	-
	CAPITAL IMPROVEMENT FUNDS TOTAL	7,910	-	**7,910**	-	-	**0**	7,910	-	**7,910**
	Banning Utility Authority Funds									
660	Water Operations	10,570,147	9,887,285	**682,862**	-	(322,791)	**322,791**	10,570,147	9,564,494	**1,005,653**
661	Water Capital Facility Fee	45,000	-	**45,000**	-	-	-	45,000	-	**45,000**
663	BUA Water Capital Project Fund	3,750	-	**3,750**	-	-	-	3,750	-	**3,750**
669	BUA Water Debt Service Fund	1,989,318	1,989,318	-	-	-	-	1,989,318	1,989,318	-
	Water Subtotal	12,608,215	*11,876,603*	**731,612**	-	*(322,791)*	**322,791**	12,608,215	*11,553,812*	**1,054,403**
680	Wastewater Operations	3,567,979	3,444,015	**123,964**	-	178,009	**(178,009)**	3,567,979	3,622,024	**(54,045)**
681	Wastewater Capital Facility Fees	86,860	-	**86,860**	-	-	-	86,860	-	**86,860**
683	BUA WWtr Capital Project Fund	4,000	-	**4,000**	-	-	-	4,000	-	**4,000**
685	State Revolving Loan	304,289	304,289	-	-	-	-	304,289	304,289	-
689	BUA Wastewater Debt Service Fund	393,966	393,966	-	-	-	-	393,966	393,966	-
	Wastewater Subtotal	4,357,094	*4,142,270*	**214,824**	-	*178,009*	**(178,009)**	4,357,094	*4,320,279*	**36,815**
662	Irrigation Water	5,100	-	**5,100**	196,950	-	**196,950**	202,050	-	**202,050**
682	Wastewater Tertiary	234,496	-	**234,496**	-	-	-	234,496	-	**234,496**
	Reclaimed Water Subtotal	239,596	-	239,596	196,950	-	196,950	436,546	-	436,546
	Subtotal	**17,204,905**	**16,018,873**	**1,186,032**	**196,950**	**(144,782)**	**341,732**	**17,401,855**	**15,874,091**	**1,527,764**

City of Banning
Mid-Cycle Budget Adjustments FY 2019-20 Summary

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
	Enterprise Funds									
600	Airport	181,650	184,602	**(2,952)**	13,000	21,236	**(8,236)**	194,650	205,838	**(11,188)**
610	Transit Operations									
	5800	1,746,557	1,289,230	**457,327**	148,478	442,793	**(294,315)**	1,895,035	1,732,023	**163,012**
	5850	267,500	221,637	**45,863**	(34,879)	65,513	**(100,392)**	232,621	287,150	**(54,529)**
	610 - Total	***2,014,057***	***1,510,867***	***503,190***	***113,599***	***508,306***	***(394,707)***	***2,127,656***	***2,019,173***	***108,483***
690	Refuse	3,711,539	3,566,197	**145,342**	-	92,610	**(92,610)**	3,711,539	3,658,807	**52,732**
	Airport, Transit & Refuse Subtotal	**5,907,246**	**5,261,666**	**645,580**	**126,599**	**622,152**	**(495,553)**	**6,033,845**	**5,883,818**	**150,027**
670	Electric Operations			-			-			-
	7000 Electric	30,036,500	13,500,537	**16,535,963**	(300,000)	(171,562)	**(128,438)**	29,736,500	13,328,975	**16,407,525**
	7010 Generation & Transmission	1,535,261	18,061,039	**(16,525,778)**	-	(523,442)	**523,442**	1,535,261	17,537,597	**(16,002,336)**
	670 - Total	***31,571,761***	***31,561,576***	***10,185***	***(300,000)***	***(695,004)***	***395,004***	***31,271,761***	***30,866,572***	***405,189***
672	Rate Stability	21,000	-	**21,000**	-	-	-	21,000	-	**21,000**
673	Electric Improvement	21,000	25,000	**(4,000)**	-	-	-	21,000	25,000	**(4,000)**
674	2007/2015 Elec Rev Bond Project Fund	5,000	-	**5,000**	-	-	-	5,000	-	**5,000**
675	Public Benefit Fund	795,088	519,873	**275,215**	-	50,000	**(50,000)**	795,088	569,873	**225,215**
678	2007 Elec Rev Bond Debt Service	2,427,219	2,427,219	-	-	-	-	2,427,219	2,427,219	-
	Electric Subtotal	*34,841,068*	*34,533,668*	*307,400*	*(300,000)*	*(645,004)*	*345,004*	*34,541,068*	*33,888,664*	*652,404*
	ENTERPRISE FUNDS TOTAL	**40,748,314**	**39,795,334**	**952,980**	**(173,401)**	**(22,852)**	**(150,549)**	**40,574,913**	**39,772,482**	**802,431**

City of Banning
Mid-Cycle Budget Adjustments FY 2019-20 Summary

Fund	Department Name	FY 2019-2020 Adopted Budget			FY 2019-2020 Budget Adjustment Requested Amounts			FY 2019-2020 with Adjustments Effective 7/1/2019		
		Operating Revenue Budget	Operating Expenditures Budget	Net Budget Surplus (Deficit)	Operating Revenue Requests	Operating Expenditures Requests	Net Adjustments	Adjusted Operating Revenue	Adjusted Operating Expenditures	Net Adjsuted Budget Surplus (Deficit)
Internal Service Funds										
700	Risk Management Fund									
5020	Workers Compensation	792,144	739,100	**53,044**	-	29	**(29)**	792,144	739,129	**53,015**
5030	Unemployment Insurance	79,952	47,065	**32,887**	-	493	**(493)**	79,952	47,558	**32,394**
5040	Liability Insurance	951,052	954,273	**(3,221)**	3,274	(947)	**4,221**	954,326	953,326	**1,000**
5300	City Attorney	500,000	500,000	-	250,000	250,000	-	750,000	750,000	-
	700 - Total	***2,323,148***	***2,240,438***	***82,710***	***253,274***	***249,575***	***3,699***	***2,576,422***	***2,490,013***	***86,409***
702	Fleet Maintenance	1,366,665	1,343,234	**23,431**	203,268	204,521	**(1,253)**	1,569,933	1,547,755	**22,178**
703	Information Systems Services	454,924	454,575	**349**	270,598	70,597	**200,001**	725,522	525,172	**200,350**
761	Utility Billing Administration									
3100	Account & Collection Service	1,655,376	1,655,376	-	58,588	58,588	-	1,713,964	1,713,964	-
3110	Meter Reading & Service	621,771	621,771	-	34,272	34,272	-	656,043	656,043	-
	761 - Total	***2,277,147***	***2,277,147***	-	***92,860***	***92,860***	-	***2,370,007***	***2,370,007***	-
	INTERNAL SERVICE FUNDS TOTAL	**6,421,884**	**6,315,394**	**106,490**	**820,000**	**617,553**	**202,447**	**7,241,884**	**6,932,947**	**308,937**
Successor Agency Funds										
805	Redevelopment Obligation Retirement F	2,975,619	2,445,629	**529,990**	-	-	-	2,975,619	2,445,629	**529,990**
810	Successor Housing Agency	3,939	3,939	-	-	-	-	3,939	3,939	-
830	Debt Service Fund	2,195,629	2,195,629	-	-	-	-	2,195,629	2,195,629	-
850	Successor Agency	-	-	-	-	-	-	-	-	-
840	BEA Capital Project Fund	9,000	-	**9,000**	-	-	-	9,000	-	**9,000**
841	BEA L/M Capital project Fund	2,000	-	**2,000**	-	-	-	2,000	-	**2,000**
855	2007 TAPBS Bond Proceeds	-	-	-	-	-	-	-	-	-
856	2003 TABS Bond Proceeds	-	-	-	-	-	-	-	-	-
857	2003 TABS Bond Proceeds Low/Mod	-	-	-	-	-	-	-	-	-
	SUCCESSOR AGENCY FUNDS TOTAL	**5,186,187**	**4,645,197**	**540,990**	-	-	-	**5,186,187**	**4,645,197**	**540,990**
	OTHER FUNDS GRAND TOTAL	**73,803,437**	**69,046,456**	**4,756,981**	**843,549**	**962,055**	**(118,506)**	**74,646,986**	**70,008,511**	**4,638,475**
	CITY WIDE GRAND TOTAL	**92,369,698**	**88,186,716**	**4,182,982**	**3,288,649**	**2,792,722**	**495,927**	**95,658,347**	**90,979,438**	**4,678,909**

ATTACHMENT 2

Resolution No. 2019-__ approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the City of Banning with Exhibit "A" containing the details of the Mid-Cycle Operating & Capital Improvement Budget Adjustments

RESOLUTION 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING AMENDING ITS 2019-20 FISCAL BUDGET PER THE MID-CYCLE REVIEW RECOMMENDATIONS AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN, APPROVING BUDGETARY POLICIES AND RECOMMENDATIONS

WHEREAS, the budget for fiscal year 2019-20 of the City of Banning has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with expense being defined as personnel services, services and supplies, capital outlay, debt service and inter-fund transfers, without the consent of the City Manager; and

WHEREAS, the City may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council; and

WHEREAS, the City departments may not hire in excess of the approved number of positions in job classification as indicated by the budget detail without the consent of the City Council; and

WHEREAS, the two-year budget is reviewed during a Mid-Cycle Review process that results in recommended budget adjustments and continued appropriations to reflect extended projects and unforeseen changes in revenue or expenditure requirements that require City Council approval;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: The City Council approves the Mid-Cycle Budget Adjustments and appropriations for the City funds as detailed by account in Exhibit "A".

PASSED, APPROVED AND ADOPTED this 27th day of August 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 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 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

Exhibit "A"

City of Banning Mid-Cycle Adjustment Details – Operating & Capital Improvement Budgets

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Fund 001 - General Fund								
Revenue - General Fund								
PROPERTY TAXES / PROPERTY TAXES-CURRENT	2,375,079.13	2,452,855.21	2,531,600.00	2,455,576.41	2,582,232.00		2,582,232.00	
PROPERTY TAXES / PROP TX-SUPPLEMENTAL ROLL	51,387.81	61,333.21	65,000.00	19,466.43	66,300.00		66,300.00	
PROPERTY TAXES / PROPERTY TAX-PENALTIES	1,527.84	1,862.45	-	-			-	
PROPERTY TAXES / PROPERTY TAX ADMIN CHARGE	(28,254.46)	(25,562.46)	(28,000.00)	(22,635.59)	(28,560.00)		(28,560.00)	
PROPERTY TAXES / PROP TX-CURRENT UNSECURED	109,387.18	109,617.34	115,500.00	107,069.23	117,810.00		117,810.00	
PROPERTY TAXES / PROPERTY TAX BACKFILL	2,222,606.00	2,359,484.00	2,477,458.00	2,488,860.00	2,527,007.00		2,527,007.00	
SALES & USE TAXES / SALES & USE TAXES	2,201,985.66	2,715,582.00	2,651,401.00	2,486,481.71	2,695,918.00	82,977.00	2,778,895.00	Updated projections from HdL
SALES & USE TAXES / SALES TAX SHARING AGREEMT	(110,443.00)	(256,267.88)	(111,547.00)	(234,648.01)	(113,778.00)		(113,778.00)	
SALES & USE TAXES / CABAZON OUTLET	848,199.30	822,728.40	850,000.00	576,681.50	867,000.00		867,000.00	
OTHER TAXES / BED TAX - TOT TAX	861,221.57	854,928.44	878,446.00	656,572.11	896,015.00		896,015.00	
OTHER TAXES / FRANCHISE TAX	89,700.50	92,992.91	93,289.00	92,108.52	95,155.00		95,155.00	
OTHER TAXES / DIRECT FRANCHISE REVENUE	400,347.59	424,078.90	404,351.00	396,997.92	412,438.00		412,438.00	
OTHER TAXES / BUSINESS LICENSE TAX	168,830.93	179,109.35	170,519.00	170,398.14	173,929.00		173,929.00	
OTHER TAXES / PROPERTY TRANSFER TAX	84,234.62	109,985.47	99,397.00	89,475.42	101,385.00		101,385.00	
OTHER TAXES / FRANCHISE FEE - CTV	349,346.10	354,034.20	352,840.00	275,607.86	359,897.00		359,897.00	
OTHER TAXES / MINING TAX	75,465.37	46,540.32	400,000.00	203,249.83	400,000.00		400,000.00	
FINES/FORFEITS/PENALTIES / CVC FINES	176,600.22	156,326.47	203,090.00	143,805.97	207,152.00		207,152.00	
FINES/FORFEITS/PENALTIES / BUSINESS LIC-PENALTIES	5,492.85	10,519.55	6,591.00	4,822.30	6,723.00		6,723.00	
INTEREST / INVESTMENT INTEREST	65,895.58	166,768.90	66,555.00	165,018.66	67,886.00		67,886.00	
OTHER INCOME / LEASE INCOME	1,751.00	15,826.52	17,265.00	11,926.08	17,610.00		17,610.00	
OTHER INCOME / DSA ADMIN FEE SB1186	6,283.10	4,410.20	-	3,458.70	-		-	
REVENUE FROM STATE / ST MOTOR VEH LICENSE-REG	13,813.18	16,353.63	17,000.00	15,015.53	17,340.00		17,340.00	
REVENUE FROM STATE / ST HMOWN PROP TX RELIEF	27,493.93	27,593.65	27,769.00	26,976.19	28,324.00		28,324.00	
REVENUE FROM STATE / REIMB MANDATED COSTS	24,455.00	12,630.00	2,000.00	1,613.00	2,040.00		2,040.00	
REVENUE FROM CRA/CITY / PASS THRU - CRA	139,844.40	268,345.71	225,000.00	361,777.37	229,500.00		229,500.00	
CHARGES FOR CURRENT SVC / RETURNED CHECK FEES-UT	4,327.71	4,405.00	5,000.00	3,750.00	5,100.00		5,100.00	
CHARGES FOR CURRENT SVC / RETURNED CHECK CHARGES	25.00	(262.70)	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / CASH OVER/SHORT	(187.82)	(361.58)	(500.00)	(340.31)	(510.00)		(510.00)	
SUNDRY CHARGES/SPC PRGRMS / ONLINE CREDIT CHECK REV	-	-	-	654.00	-		-	
SUNDRY CHARGES/SPC PRGRMS / DONATIONS	-	15,834.00	15,834.00	-	16,151.00		16,151.00	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	-	-	-	119,431.91			-	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	2,411.10	8,419.68	2,500.00	9,879.00	2,550.00		2,550.00	
SUNDRY CHARGES/SPC PRGRMS / UNCLAIMED WARRANTS	273.06	182.26	100.00	119.82	150.00		150.00	
OTHER REVENUE / RESERVE CANCELLATIONS	-	-	-	-		2,000,000.00	2,000,000.00	Transfer from Reserves to cover Projected Deficit (additional 1.25M)
INTERNAL SERVICE REVENUES / ADMIN SERVICE - WATER	-	-	403,549.00	293,282.00	475,657.00		475,657.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERNAL SERVICE REVENUES / ADMIN SERVICE - ELECTRI	3,149,578.95	1,588,650.00	3,191,766.00	2,128,790.00	3,236,685.00	(1,793,677.00)	1,443,008.00	Reduce % of transfer down to 4.5% of Gross Revenue (Adjustment may be made at a later date based on Cost Allocation Plan)
INTERNAL SERVICE REVENUES / ADMIN SERVICE - WSTWATE	-	-	143,759.00	109,686.00	151,251.00		151,251.00	
INTERNAL SERVICE REVENUES / ADMIN SVC - REFUSE	-	-	144,841.00	133,067.00	148,462.00		148,462.00	
INTERNAL SERVICE REVENUES / ADMIN SERVICE - TRANSIT	4,500.00	4,500.00	-	-			-	
INTERNAL SERVICE REVENUES / ADMIN SVC - DIAL-A-RIDE	1,000.00	1,000.00	-	-			-	
INTERNAL SERVICE REVENUES / ADMIN SUPRT-AREA POL CO	2,000.00	2,000.00	2,000.00	-	2,000.00		2,000.00	
INTERFUND TRANSFERS / TRNSFR-WATER FUND	18,000.00	18,000.00	-	-	-		-	
INTERFUND TRANSFERS / TRANSFER-REFUSE FUND	55,000.00	55,000.00	-	-	-		-	
INTERFUND TRANSFERS / LEASE PAYMENTS	651,000.00	651,000.00	651,000.00	651,000.00	651,000.00		651,000.00	
LOAN REPAYMENTS / LOAN REPAYMENT-TRANSIT	-	-	83,759.00	-			-	
Total Revenue Fund 001	**14,043,896.30**	**13,330,443.15**	**16,159,132.00**	**13,944,994.70**	**16,417,819.00**	**289,300.00**	**16,707,119.00**	
Expenditures - General Fund - Department - City Council								
SALARY & WAGES / PAYROLL-REGULAR	12,431.54	12,870.00	12,870.00	12,883.56	12,870.00		12,870.00	
FRINGE BENEFITS / FICA	951.77	1,651.48	1,826.00	1,246.82	1,826.00		1,826.00	
FRINGE BENEFITS / WORKERS COMP	258.70	267.80	259.00	233.72	259.00		259.00	
FRINGE BENEFITS / LIFE INSURANCE	238.43	281.16	281.00	318.12	281.00		281.00	
FRINGE BENEFITS / HEALTH INSURANCE	22,273.90	18,319.26	17,379.00	24,791.40	17,379.00		17,379.00	
FRINGE BENEFITS / DENTAL INSURANCE	3,491.30	2,428.64	9,617.00	2,791.08	9,617.00		9,617.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	-	8,708.38	11,000.00	3,407.04	11,000.00		11,000.00	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	72.88	-	75.00	-	76.00		76.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	216.00	-	215.00	215.50			-	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	23,032.09	20,204.09	20,995.00	20,622.09	21,422.00		21,422.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	52.08	3.59	50.00	-	51.00		51.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	11,580.42	6,702.51	7,500.00	11,895.39	7,575.00		7,575.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	90.00	409.90	500.00	250.00	505.00		505.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	240.40	270.99	500.00	100.45	505.00		505.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	54,138.39	42,584.24	24,416.00	17,778.03	20,000.00		20,000.00	
LEGISLATIVE / DEPARTMENTAL SUPPLIES	4,250.82	622.18	1,722.00	899.84	1,739.00		1,739.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	1,017.21	1,005.64	2,500.00	1,180.51	2,525.00		2,525.00	
Total Expenditures Dept 1000	**134,335.93**	**116,329.86**	**111,705.00**	**99,361.31**	**107,630.00**	-	**107,630.00**	
Expenditures - General Fund - Department - City Manager								
SALARY & WAGES / PAYROLL-REGULAR	93,006.11	34,840.74	94,605.00	96,633.67	101,690.00	8,325.00	110,015.00	
SALARY & WAGES / OVERTIME	223.15	2,175.48	1,000.00	3,974.65	1,000.00		1,000.00	
SALARY & WAGES / INCENTIVE PAY	966.28	497.95	-	965.04			-	
SALARY & WAGES / WORKING OUT OF CLASS	492.34	22,555.66	-	112.62			-	
SALARY & WAGES / COMP TIME PAYOFF	1,176.46	-	1,825.00	-	1,961.00	149.00	2,110.00	
SALARY & WAGES / VACATION PAYOFF	4,542.04	-	1,825.00	-	1,961.00	149.00	2,110.00	
SALARY & WAGES / SICK LEAVE PAYOFF	3,091.38	-	1,825.00	-	1,961.00	149.00	2,110.00	
SALARY & WAGES / HOLIDAY PAYOFF	111.80	198.31	1,825.00	1,139.85	1,961.00	149.00	2,110.00	
FRINGE BENEFITS / FICA	6,036.86	4,255.97	6,472.00	8,073.55	6,747.00	1,760.00	8,507.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	FRINGE BENEFITS / PERS	22,453.03	17,550.07	19,575.00	20,077.82	22,863.00	516.00	23,379.00	
	FRINGE BENEFITS / WORKERS COMP	6,330.54	3,932.45	6,740.00	6,148.65	7,255.00	648.00	7,903.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	570.11	350.14	577.00	590.04	620.00	51.00	671.00	
	FRINGE BENEFITS / LIFE INSURANCE	129.59	-	374.00	124.79	374.00	-	374.00	
	FRINGE BENEFITS / HEALTH INSURANCE	-	0.08	-	-			-	
	FRINGE BENEFITS / UTILITY CREDIT	499.33	-	-	526.37			-	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	17,663.54	14,272.40	15,290.00	17,628.17	15,560.00	-	15,560.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	832.43	300.00	1,200.00	1,097.67	1,200.00	-	1,200.00	
	FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	(1,082.16)	-	-	-			-	
	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	500.00	2,498.92	1,500.00	893.35	1,500.00		1,500.00	
	CONTRACTUAL SERVICES / PRINTING/BINDING	5,159.00	21.60	1,000.00	43.10	1,000.00		1,000.00	
	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	2,909.53	1,676.20	1,700.00	1,524.95	1,700.00		1,700.00	
	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	4,211.00	3.76	1,442.00	33.84	2,500.00		2,500.00	
	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	4,362.72	3,089.60	3,500.00	4,678.18	3,500.00	300.00	3,800.00	Increased based on actual FY18/19 costs ($3783)
	CONTRACTUAL SERVICES / STAFF TRAINING	108.00	826.02	1,500.00	710.29	1,500.00		1,500.00	
	CONTRACTUAL SERVICES / MOVING EXPENSE	-	-	-	5,500.00			-	
	CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	-	-	-	16,596.22			-	
	CONTRACTUAL SERVICES / PERSONNEL/RECRUITMENT	-	-	1,058.00	258.34			-	
	CONTRACTUAL SERVICES / GENERAL EXPENSES	-	-	-	203.90			-	
	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	266.00	274.36	300.00	302.17	300.00		300.00	
	CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	250.00	300.00	300.00	250.00	300.00		300.00	
	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	494.86	636.63	100.00	2,786.56	1,000.00	2,000.00	3,000.00	Increased based on actual FY18/19 costs ($2477)
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	39,385.02	8,795.05	55,044.00	28,015.04	25,000.00		25,000.00	
	MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	1,040.02	2,395.00	1,500.00	2,740.71	1,500.00	1,000.00	2,500.00	Increased based on actual FY18/19 costs ($2569)
	DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	785.00	29.08	1,000.00	117.80	1,000.00		1,000.00	a
	SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS	-	-	-	430.03		1,000.00	1,000.00	District Meetings - Coffee with the City Program
	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	1,926.44	-	1,000.00	775.65	1,000.00		1,000.00	
	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	2,480.14	7,248.46	4,500.00	1,654.20	4,500.00		4,500.00	
	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	326.19	350.00	159.88	350.00		350.00	
	Total Expenditures Dept 1200	**220,920.56**	**129,050.12**	**228,927.00**	**224,767.10**	**211,803.00**	**16,196.00**	**227,999.00**	
	Expenditures - General Fund - Department - City Manager - Economic Development								
	SALARY & WAGES / PAYROLL-REGULAR	128,347.01	114,099.87	118,721.00	114,174.55	128,601.00		128,601.00	
	SALARY & WAGES / INCENTIVE PAY	3,607.11	3,300.00	3,300.00	3,162.50	3,300.00		3,300.00	
	SALARY & WAGES / COMP TIME PAYOFF	549.01	356.92	2,293.00	1,113.58	2,484.00		2,484.00	
	SALARY & WAGES / VACATION PAYOFF	2,119.62	1,049.50	2,293.00	2,132.18	2,484.00		2,484.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	1,442.64	178.37	2,293.00	-	2,484.00		2,484.00	
	SALARY & WAGES / HOLIDAY PAYOFF	89.51	131.15	2,293.00	58.76	2,484.00		2,484.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
FRINGE BENEFITS / FICA	9,899.70	9,337.94	10,266.00	9,428.47	11,126.00		11,126.00	
FRINGE BENEFITS / PERS	31,003.01	10,010.86	10,627.00	10,502.84	12,088.00	299.00	12,387.00	
FRINGE BENEFITS / WORKERS COMP	10,626.43	9,432.94	9,497.00	9,001.92	10,287.00		10,287.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	783.00	695.97	764.00	696.55	784.00		784.00	
FRINGE BENEFITS / LIFE INSURANCE	485.27	491.42	936.00	468.00	936.00		936.00	
FRINGE BENEFITS / HEALTH INSURANCE	-	(65.00)	-	(130.01)			-	
FRINGE BENEFITS / VISION COVERAGE	-	300.00	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT	233.05	-	-	-			-	
FRINGE BENEFITS / BENEFIT ALLOWANCE	19,042.33	17,402.01	16,200.00	16,556.55	16,800.00		16,800.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	3,613.49	3,264.99	3,000.00	2,750.00	3,000.00		3,000.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	(90.00)	(2.58)	-	-			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	381.51	845.00	1,311.00	2,887.60	350.00	1,650.00	2,000.00	Swithced with 421.23-02
CONTRACTUAL SERVICES / PRINTING/BINDING	70.20	43.10	1,052.00	-	2,000.00	(1,650.00)	350.00	Switched with 412.23-01
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	734.00	835.00	750.00	520.00	825.00		825.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	-	11.28	125.00	30.08	138.00		138.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,231.09	5,386.37	3,600.00	2,921.69	3,960.00	3,040.00	7,000.00	Increase in trade show presence
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	50,800.00	22,396.91	46,152.00	11,480.40	47,850.00	(3,350.00)	44,500.00	Reduced to accommodate for travel/conferences
MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	20.00	687.85	500.00	141.84	550.00		550.00	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	1,243.55	-	-	-			-	
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	379.27	-	-	-			-	
Total Expenditures Dept 1210	**266,610.80**	**200,189.87**	**235,973.00**	**187,897.50**	**252,531.00**	**(11.00)**	**252,520.00**	
Expenditures - General Fund - Department - Human Resources								
SALARY & WAGES / PAYROLL-REGULAR	116,448.93	104,814.22	124,028.00	92,307.23	127,378.00	(11,078.00)	116,300.00	
SALARY & WAGES / OVERTIME	1,693.84	124.33	1,000.00	177.38	1,000.00		1,000.00	
SALARY & WAGES / INCENTIVE PAY	1,656.77	1,481.28	1,800.00	1,012.51	1,800.00		1,800.00	
SALARY & WAGES / WORKING OUT OF CLASS	-	-	-	71.44			-	
SALARY & WAGES / COMP TIME PAYOFF	1,630.80	3,864.29	2,685.00	5,700.67	2,450.00	(213.00)	2,237.00	
SALARY & WAGES / VACATION PAYOFF	2,196.20	6,568.89	2,685.00	6,231.55	2,450.00	(213.00)	2,237.00	
SALARY & WAGES / SICK LEAVE PAYOFF	2,120.94	4,919.36	2,685.00	4,351.01	2,450.00	(213.00)	2,237.00	
SALARY & WAGES / HOLIDAY PAYOFF	2,260.82	4,890.91	2,685.00	942.24	2,450.00	(213.00)	2,237.00	
FRINGE BENEFITS / FICA	8,923.22	8,651.97	10,602.00	7,886.95	10,554.00	(658.00)	9,896.00	
FRINGE BENEFITS / PERS	26,851.99	26,687.60	31,514.00	27,505.17	36,423.00	(1,730.00)	34,693.00	
FRINGE BENEFITS / WORKERS COMP	5,181.40	6,117.46	7,595.00	5,184.78	7,807.00	(752.00)	7,055.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	710.46	639.47	757.00	563.40	777.00	(68.00)	709.00	
FRINGE BENEFITS / LIFE INSURANCE	302.42	269.10	655.00	233.99	655.00		655.00	
FRINGE BENEFITS / HEALTH INSURANCE	-	414.70	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT	907.50	75.01	450.00	449.95	450.00		450.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	15,858.75	14,187.40	20,200.00	16,236.79	20,800.00		20,800.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	2,117.45	1,800.01	2,100.00	1,243.09	2,100.00		2,100.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(84.98)	-	(111.28)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	13,934.05	9,926.93	8,500.00	2,056.06	12,500.00		12,500.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	-	129.30	500.00	-	500.00		500.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	631.09	2,014.89	2,400.00	659.45	2,400.00		2,400.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	(15.00)	23.84	300.00	9.59	300.00		300.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,758.48	5,201.72	2,000.00	1,364.00	2,000.00		2,000.00	
CONTRACTUAL SERVICES / STAFF TRAINING	8,889.00	2,538.00	5,000.00	2,304.29	5,000.00		5,000.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	156.67	229.01	1,250.00	629.54	250.00	1,000.00	1,250.00	Increased due to increase in actual expenses
CONTRACT SVC-EMPLOYEE SPC / TUITION/BOOKS REIMBURSE	20,528.52	39,801.95	20,000.00	33,685.01	20,000.00	10,000.00	30,000.00	Increased due to increase in actual expenses
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	250.00	50.00	750.00	527.25	750.00		750.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	832.27	829.68	850.00	328.08	850.00		850.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	-	-	200.00	-	200.00		200.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	4,860.98	5,097.88	18,500.00	18,197.92	13,500.00		13,500.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	35,640.54	21,559.43	38,920.00	30,461.60	37,000.00		37,000.00	
CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	10,827.90	11,062.16	13,023.00	10,755.00	11,000.00		11,000.00	
MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	451.79	1,332.89	1,200.00	817.84	1,200.00		1,200.00	
SUNDRY CHARGES/SPC PRGRMS / SPECIAL EMPLOYEE PROGRA	3,551.49	2,384.42	3,500.00	2,103.18	3,500.00		3,500.00	
SUNDRY CHARGES/SPC PRGRMS / RECRUITMENT EXPENSE	414.93	429.67	4,500.00	3,035.51	1,500.00	1,500.00	3,000.00	Increases in recruitments
SUNDRY CHARGES/SPC PRGRMS / PERSONNEL TEST COSTS	3,892.85	2,836.00	4,109.00	3,723.90	4,000.00		4,000.00	
CONTRA EXPENDITURE / PERSONNEL SERVICES	(161,309.00)	(158,800.00)	(183,207.00)	(126,825.00)	(184,992.00)	8,809.00	(176,183.00)	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	-	-	-	-		4,500.00	4,500.00	Computer equipment for HR staff
Total Expenditures Dept 1300	**134,158.05**	**132,068.79**	**153,736.00**	**153,820.09**	**151,002.00**	**10,671.00**	**161,673.00**	
Expenditures - General Fund - Department - City Clerk								
SALARY & WAGES / PAYROLL-REGULAR	43,311.42	41,831.56	79,484.00	67,472.03	81,985.00	1,732.00	83,717.00	
SALARY & WAGES / OVERTIME	145.05	148.12	500.00	1,343.31	500.00		500.00	
SALARY & WAGES / COMP TIME PAYOFF	-	2,470.50	1,518.00	655.14	1,566.00	(3.00)	1,563.00	
SALARY & WAGES / VACATION PAYOFF	564.55	5,622.98	1,518.00	3,462.90	1,566.00	(3.00)	1,563.00	
SALARY & WAGES / SICK LEAVE PAYOFF	7,881.73	961.12	1,518.00	590.49	1,566.00	(3.00)	1,563.00	
SALARY & WAGES / HOLIDAY PAYOFF	612.57	204.19	1,518.00	1,792.47	1,566.00	(3.00)	1,563.00	
FRINGE BENEFITS / FICA	4,728.37	3,908.39	6,479.00	5,921.97	6,754.00	94.00	6,848.00	
FRINGE BENEFITS / PERS	9,947.03	13,943.38	19,197.00	17,035.86	22,178.00	(294.00)	21,884.00	
FRINGE BENEFITS / WORKERS COMP	882.94	1,664.04	3,421.00	2,691.56	3,505.00	37.00	3,542.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	259.03	250.48	485.00	402.82	500.00	5.00	505.00	
FRINGE BENEFITS / LIFE INSURANCE	100.80	109.20	109.00	106.30	109.00		109.00	
FRINGE BENEFITS / HEALTH INSURANCE	4,520.29	6,201.43	5,126.00	5,447.35	5,525.00		5,525.00	
FRINGE BENEFITS / DENTAL INSURANCE	972.60	1,021.40	4,080.00	1,020.00	4,080.00		4,080.00	
FRINGE BENEFITS / UTILITY CREDIT	1,259.78	104.95	1,800.00	1,650.00	1,800.00		1,800.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	10,517.26	10,079.90	24,300.00	20,587.78	25,200.00		25,200.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	210.01	17.50	-	-			-	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	-	-	(48.96)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	-	-	200.00	-	500.00		500.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	-	43.10	150.00	86.20	150.00		150.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	483.88	285.00	500.00	462.66	500.00		500.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	7.18	27.57	100.00	15.72	100.00		100.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	800.72	500.00	75.00	1,000.00		1,000.00	
CONTRACTUAL SERVICES / STAFF TRAINING	-	500.00	500.00	116.00	500.00		500.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	140.00	92.80	200.00	352.00	200.00		200.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	-	250.00	375.00	250.00		250.00	
CONTRACT SVC-PROFESSIONAL / ORDINANCE CODIFICATION	3,129.32	6,713.86	5,000.00	7,586.53	5,000.00	5,000.00	10,000.00	Increase due to changes in ordinances
MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	498.52	585.45	1,400.00	2,023.28	700.00	800.00	1,500.00	Increase in supply costs
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	-	-	250.00	-	250.00		250.00	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	-	300.00	-	400.00		400.00	
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	-	-	-	-	6,325.00	6,325.00	NextRequest Software
Total Expenditures Dept 1400	**90,172.33**	**97,587.64**	**160,403.00**	**141,223.41**	**167,950.00**	**13,687.00**	**181,637.00**	
Expenditures - General Fund - Department - Elections								
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	324.63	-	705.00	686.20			-	
CONTRACT SVC-PROFESSIONAL / COUNTY ELECTION SERVICE	31,434.00	-	86,295.00	28,358.35			-	
Total Expenditures Dept 1500	**31,758.63**	**-**	**87,000.00**	**29,044.55**	**-**	**-**	**-**	
Revenue - General Fund - Department - City Attorney								
SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	26,155.00	-	-	-	-		-	
Total Revenue Dept 1800	**26,155.00**	**-**	**-**	**-**	**-**	**-**	**-**	
Expenditures - General Fund - Department - City Attorney								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	928.49	1,996.88	-	1,117.35	-		-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	166,575.00	382,375.00	243,247.00	259,597.00	243,247.00	118,830.00	362,077.00	Increase in legal fees, litigations
Total Expenditures Dept 1800	**167,503.49**	**384,371.88**	**243,247.00**	**260,714.35**	**243,247.00**	**118,830.00**	**362,077.00**	
Expenditures - General Fund - Department - Fiscal Services								
SALARY & WAGES / PAYROLL-REGULAR	272,425.87	312,849.16	389,986.00	319,770.99	406,647.00	2,969.00	409,616.00	
SALARY & WAGES / OVERTIME	1,504.50	1,931.70	2,000.00	2,934.58	2,060.00	2,500.00	4,560.00	Increase in OT due to staffing shortage
SALARY & WAGES / INCENTIVE PAY	900.50	-	-	-			-	
SALARY & WAGES / WORKING OUT OF CLASS	2,818.21	-	-	3,033.36		2,500.00	2,500.00	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	-	-	-	2,917.70			-	
SALARY & WAGES / COMP TIME PAYOFF	1,062.65	3,312.18	7,795.00	5,839.28	8,283.00	(1,007.00)	7,276.00	
SALARY & WAGES / VACATION PAYOFF	10,874.11	3,240.29	7,795.00	5,623.28	8,283.00	(1,007.00)	7,276.00	
SALARY & WAGES / SICK LEAVE PAYOFF	5,220.14	6,628.53	7,795.00	4,734.22	8,283.00	(1,007.00)	7,276.00	
SALARY & WAGES / HOLIDAY PAYOFF	3,830.49	5,420.78	7,795.00	2,616.91	8,283.00	(1,007.00)	7,276.00	
SALARY & WAGES / WORKERS COMP-REIMBURSEMNT	-	-	-	(3,827.94)			-	
SALARY & WAGES / LTD REIMBURSEMENT	(842.23)	-	-	-			-	
FRINGE BENEFITS / FICA	22,151.48	25,134.50	34,683.00	27,675.19	36,784.00	(1,084.00)	35,700.00	
FRINGE BENEFITS / PERS	64,861.91	63,529.73	78,643.00	69,276.82	91,312.00	(1,509.00)	89,803.00	
FRINGE BENEFITS / WORKERS COMP	12,213.76	13,846.45	16,604.00	12,886.73	17,585.00	(170.00)	17,415.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,671.23	1,894.88	2,357.00	1,937.45	2,458.00	152.00	2,610.00	
FRINGE BENEFITS / LIFE INSURANCE	350.58	399.36	633.00	333.08	633.00		633.00	
FRINGE BENEFITS / HEALTH INSURANCE	13,821.34	12,578.28	11,880.00	11,598.36	11,880.00		11,880.00	
FRINGE BENEFITS / DENTAL INSURANCE	1,389.48	1,458.96	5,829.00	1,457.16	5,829.00		5,829.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
FRINGE BENEFITS / UTILITY CREDIT	1,207.43	2,840.13	3,150.00	2,336.60	3,150.00	(540.00)	2,610.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	64,853.80	73,067.46	95,530.00	79,775.71	98,920.00	(5,040.00)	93,880.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	1,992.46	1,674.98	1,800.00	1,241.21	1,800.00		1,800.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(174.60)	-	-			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	303.38	160.60	500.00	-	500.00		500.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	592.45	1,373.90	700.00	531.83	700.00		700.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	739.95	1,033.95	2,500.00	585.00	2,500.00		2,500.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	54.90	167.88	150.00	-	150.00		150.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,070.30	1,006.00	2,500.00	-	2,500.00		2,500.00	
CONTRACTUAL SERVICES / STAFF TRAINING	1,443.39	396.10	1,500.00	190.00	1,500.00		1,500.00	
CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	103,083.76	51,303.85	32,000.00	51,575.93	10,000.00	10,000.00	20,000.00	Increase due to staffing shortage
CONTRACTUAL SERVICES / RETURNED CHECK/BANK FEES	41,896.55	33,934.60	42,000.00	10,481.31	42,000.00	(12,000.00)	30,000.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	179.20	68.83	200.00	33.52	200.00		200.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	16.00	64.00	80.00	-	80.00		80.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	473.60	600.00	1,000.00	420.00	1,000.00		1,000.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	-	270.08	-	328.20			-	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	130.39	-	-	-			-	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	32,000.84	23,311.44	25,000.00	27,227.83	25,000.00	5,000.00	30,000.00	Acom & Central Square Costs increasing
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	69,005.76	75,748.84	124,541.00	48,406.44	50,000.00		50,000.00	
CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	13,681.71	18,126.77	15,975.00	15,975.27	16,454.00		16,454.00	
MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	2,405.77	2,958.88	2,000.00	3,715.81	2,000.00		2,000.00	
CONTRA EXPENDITURE / FISCAL SERVICES	(446,394.00)	(426,459.00)	(492,024.00)	(320,886.00)	(500,503.00)	(713.00)	(501,216.00)	includes $8300 transfer from Fund 375 not in original budget
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	1,072.69	2,500.00	-	2,500.00	2,500.00	5,000.00	Increase for additional furniture/cubicles
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	-	3,874.19	4,000.00	2,117.25	4,000.00	1,200.00	5,200.00	Increase to add Surface Pro for ASD
Total Expenditures Dept 1900	**302,991.66**	**318,646.37**	**439,397.00**	**392,863.08**	**372,771.00**	**1,737.00**	**374,508.00**	
Expenditures - General Fund - Department - Purchasing & AP								
SALARY & WAGES / PAYROLL-REGULAR	133,550.56	172,111.83	200,239.00	135,928.40	211,756.00	(4,000.00)	207,756.00	
SALARY & WAGES / OVERTIME	6,370.70	1,092.86	2,132.00	-	2,195.00		2,195.00	
SALARY & WAGES / INCENTIVE PAY	-	-	-	2,419.35			-	
SALARY & WAGES / WORKING OUT OF CLASS	-	-	-	377.72			-	
SALARY & WAGES / COMP TIME PAYOFF	-	-	3,867.00	5,942.14	4,089.00	(132.00)	3,957.00	
SALARY & WAGES / VACATION PAYOFF	-	-	3,867.00	5,507.94	4,089.00	(132.00)	3,957.00	
SALARY & WAGES / SICK LEAVE PAYOFF	889.01	920.80	3,867.00	4,514.80	4,089.00	(132.00)	3,957.00	
SALARY & WAGES / HOLIDAY PAYOFF	2,177.32	2,455.54	3,867.00	3,333.75	4,089.00	(132.00)	3,957.00	
FRINGE BENEFITS / FICA	12,584.23	15,634.71	18,720.00	13,721.01	19,812.00	(514.00)	19,298.00	
FRINGE BENEFITS / PERS	31,266.63	26,048.04	31,073.00	24,471.94	35,656.00	(757.00)	34,899.00	
FRINGE BENEFITS / WORKERS COMP	9,138.26	11,110.49	12,321.00	7,990.86	13,073.00	(781.00)	12,292.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	800.99	1,035.48	1,221.00	829.74	1,292.00	(40.00)	1,252.00	
FRINGE BENEFITS / LIFE INSURANCE	432.00	468.00	936.00	390.00	936.00		936.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
FRINGE BENEFITS / HEALTH INSURANCE	-	(25.00)	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT	-	-	1,800.00	2,153.23	1,800.00		1,800.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	30,002.06	42,170.98	48,600.00	35,100.00	50,400.00		50,400.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	3,038.33	3,000.00	3,000.00	2,266.13	3,000.00		3,000.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	(471.64)	(373.92)	-	(831.06)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	-	-	10,800.00	-	10,800.00		10,800.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	995.76	-	90.00	86.20	70.00		70.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	-	390.00	1,030.00	1,190.00	1,030.00		1,030.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	1,165.18	2,830.00	2,722.11	3,730.00		3,730.00	
CONTRACTUAL SERVICES / STAFF TRAINING	138.00	1,420.00	960.00	-	960.00		960.00	
CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	-	-	-	55,394.50	-		-	
CONTRACTUAL SERVICES / COMPUTER SERVICES	25,600.00	27,433.92	26,975.00	26,975.00	27,620.00		27,620.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	-	125.10	100.00	168.53	100.00		100.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	14.00	-	-	-	-		-	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	250.00	215.00	750.00	-	750.00		750.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	-	-	100.00	-	100.00		100.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	10,342.89	10,846.98	11,000.00	9,364.58	11,000.00		11,000.00	
MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	1,695.67	263.04	500.00	443.15	500.00		500.00	
CONTRA EXPENDITURE / PURCHASING & A/P SERVICES	(166,113.00)	(196,344.00)	(265,101.00)	(165,755.00)	(279,976.00)	28,439.00	(251,537.00)	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	709.51	-	-	-		-	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	2,000.32	1,534.01	1,300.00	1,153.68	1,000.00		1,000.00	
Total Expenditures Dept 1910	**104,702.09**	**123,408.55**	**126,844.00**	**175,858.70**	**133,960.00**	**21,819.00**	**155,779.00**	
Revenue - General Fund - Department - TV Government Access								
OTHER TAXES / PUB EDUC GRNT FEE	61,582.24	63,851.39	61,000.00	49,988.02	61,000.00		61,000.00	
Total Revenue Fund 001 - Department 2060	**61,582.24**	**63,851.39**	**61,000.00**	**49,988.02**	**61,000.00**	**-**	**61,000.00**	
Expenditures - General Fund - Department - TV Government Access								
SALARY & WAGES / PAYROLL-REGULAR	-	31,066.76	53,304.00	39,685.53	56,619.00	(1,716.00)	54,903.00	
SALARY & WAGES / OVERTIME	-	1,015.93	2,500.00	5,278.75	2,500.00		2,500.00	
SALARY & WAGES / COMP TIME PAYOFF	-	135.68	1,043.00	-	1,107.00	(33.00)	1,074.00	
SALARY & WAGES / VACATION PAYOFF	-	1,291.63	1,043.00	-	1,107.00	(33.00)	1,074.00	
SALARY & WAGES / SICK LEAVE PAYOFF	-	-	1,043.00	-	1,107.00	(33.00)	1,074.00	
SALARY & WAGES / HOLIDAY PAYOFF	-	-	1,043.00	254.08	1,107.00	(33.00)	1,074.00	
FRINGE BENEFITS / FICA	-	3,239.44	5,788.00	3,264.33	6,106.00	(332.00)	5,774.00	
FRINGE BENEFITS / PERS	-	2,652.50	4,771.00	3,522.58	5,322.00	(34.00)	5,288.00	
FRINGE BENEFITS / WORKERS COMP	-	2,571.72	4,264.00	3,103.14	4,529.00	(137.00)	4,392.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	-	189.56	325.00	240.07	345.00	(10.00)	335.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	-	9,100.00	16,200.00	12,150.00	16,800.00		16,800.00	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	-	66.03	100.00	-	100.00		100.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	27.00	-	-	-			-	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	5.00	-	-	-			-	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	10.90	-	-	-			-	
CONTRACTUAL SERVICES / STAFF TRAINING	-	358.60	500.00	-	500.00		500.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	46.00	432.00	250.00	480.00	250.00		250.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	-	-	500.00	-			-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACTUAL SVC-UTILITIES / SATELLITE TELEVISION	901.29	1,208.55	1,000.00	1,479.31	1,000.00	500.00	1,500.00	Increased due to increase in actual expenses
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	4,793.40	-	1,400.00	-	2,000.00		2,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	-	-	600.00	544.00			-	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	2,388.00	3,683.00	6,021.00	6,071.00	5,000.00	1,100.00	6,100.00	Increased due to increase in actual expenses
COMMUNITY PROMOTION / DEPARTMENTAL SUPPLIES	468.47	95.72	500.00	346.55	500.00		500.00	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	5,795.86	374.77	400.00	258.47	400.00		400.00	
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	1,954.94	479.88	350.00	-	350.00		350.00	
NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	7,778.91	3,756.20	8,479.00	-	10,000.00		10,000.00	
Total Expenditures Dept 2060	**24,169.77**	**61,717.97**	**111,424.00**	**76,677.81**	**116,749.00**	**(761.00)**	**115,988.00**	
Revenue - General Fund - Department - Police								
SALES & USE TAXES / PUBLIC SAFETY SALES TAX	136,915.89	171,414.52	143,762.00	114,975.69	146,637.00		146,637.00	
OTHER TAXES / FRANCHISE FEE-TOWING SVC	77,694.00	68,310.00	54,000.00	66,378.00	55,080.00		55,080.00	
FINES/FORFEITS/PENALTIES / PARKING FINES	24,348.00	23,564.00	29,218.00	50,856.00	29,802.00		29,802.00	
FINES/FORFEITS/PENALTIES / PKG TCKT DISBURSE DUE CO	(5,895.60)	(5,297.80)	(2,800.00)	(15,519.30)	(2,856.00)		(2,856.00)	
REVENUE FROM STATE / STATE AID-P.O.S.T.	-	1,622.68	-	-			-	
REVENUE FROM STATE / STATE HOMELAND SEC GRANT	-	33,500.00	69,208.00	-			-	
REVENUE FROM COUNTY / REIMB ADA RECOVERY/ARCNET	3,596.29	-	-	-	-		-	
REVENUE FROM FEDERAL / OJP - BYRNE GRANT	15,962.09	6,661.69	10,444.00	-	-		-	
CHARGES FOR CURRENT SVC / REIMB FOR POLICE SERVICES	975.00	-	851.00	-	868.00		868.00	
CHARGES FOR CURRENT SVC / MISC POLICE FEES	4,821.00	7,057.75	7,000.00	6,049.00	7,140.00		7,140.00	
CHARGES FOR CURRENT SVC / VEH IMP REL FEES (OTHER)	8,393.00	12,012.00	12,000.00	11,704.00	12,240.00		12,240.00	
CHARGES FOR CURRENT SVC / FINGERPRINTING	23,101.00	38,029.90	37,950.00	20,948.00	38,709.00		38,709.00	
SUNDRY CHARGES/SPC PRGRMS / SPECIAL EVENTS REIMB	123,100.80	88,328.40	100,000.00	-	102,000.00		102,000.00	
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT	575.00	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	-	2,548.91	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	10,497.95	8,754.31	11,710.00	3,998.30	11,944.00		11,944.00	
SUNDRY CHARGES/SPC PRGRMS / COST REIMBURSMENT: BUSD	130,622.00	97,883.10	113,289.00	39,651.15	115,555.00		115,555.00	
Total Revenue Fund 001 - Department 2200	**554,706.42**	**554,389.46**	**586,632.00**	**299,040.84**	**517,119.00**	-	**517,119.00**	
Expenditures - General Fund - Department - Police								
SALARY & WAGES / PAYROLL-REGULAR	2,225,028.27	2,304,772.86	2,786,474.00	2,539,079.63	3,110,383.00	397,122.00	3,507,505.00	Adopted budget does not include 8.5% increase from 9/24/18, plus 3% MOU COLA increase effective 3/28/19 & 3/28/20
SALARY & WAGES / OVERTIME	459,233.90	482,624.29	437,000.00	638,696.07	250,000.00		250,000.00	
SALARY & WAGES / OVERTIME - SPECIAL EVENTS	113,494.69	85,364.71	95,000.00	84,232.15	95,000.00		95,000.00	
SALARY & WAGES / INCENTIVE PAY	79,103.64	73,133.28	79,680.00	73,010.49	79,680.00	11,234.00	90,914.00	
SALARY & WAGES / WORKING OUT OF CLASS	2,430.30	5,877.72	2,000.00	3,378.88			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	1,500.00	4,000.00	4,000.00	-	4,000.00		4,000.00	
SALARY & WAGES / COMP TIME PAYOFF	23,272.00	41,066.10	38,835.00	25,715.53	14,900.00	7,145.00	22,045.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
SALARY & WAGES / VACATION PAYOFF	28,099.70	81,683.71	57,134.00	55,352.33	59,519.00	33,675.00	93,194.00	
SALARY & WAGES / SICK LEAVE PAYOFF	35,586.47	128,032.96	76,581.00	48,552.48	53,306.00	30,001.00	83,307.00	
SALARY & WAGES / HOLIDAY PAYOFF	40,638.22	72,741.61	49,886.00	76,723.33	51,978.00	31,411.00	83,389.00	
SALARY & WAGES / WORKERS COMP-REIMBURSEMNT	(73,259.13)	(206,978.91)	(30,000.00)	(459,361.13)	(30,000.00)		(30,000.00)	
FRINGE BENEFITS / FICA	206,506.76	226,145.08	254,291.00	227,984.54	290,263.00	13,671.00	303,934.00	
FRINGE BENEFITS / PERS	1,330,832.26	1,456,109.42	1,659,591.00	1,602,084.29	1,986,498.00	132,246.00	2,118,744.00	4% EPMC increased budget amount not in previously adopted budget
FRINGE BENEFITS / WORKERS COMP	201,285.34	205,936.28	279,358.00	239,473.96	290,832.00	36,576.00	327,408.00	
FRINGE BENEFITS / LONG TERM DISABILITY	-	-	-	1,992.00			-	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	12,700.03	12,997.80	18,138.00	12,690.28	18,889.00	2,134.00	21,023.00	
FRINGE BENEFITS / LIFE INSURANCE	3,808.80	4,108.00	3,650.00	4,508.40	3,650.00		3,650.00	
FRINGE BENEFITS / HEALTH INSURANCE	-	(1,373.72)	-	(446.17)			-	
FRINGE BENEFITS / UTILITY CREDIT	5,413.95	5,100.62	3,600.00	4,971.43	3,600.00	3,600.00	7,200.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	368,094.27	383,425.98	474,547.00	397,663.63	542,747.00		542,747.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	28,845.36	29,248.28	42,207.00	29,869.26	42,108.00	(1,320.00)	40,788.00	
FRINGE BENEFITS / BOOT ALLOWANCE	-	625.00	625.00	1,000.00	625.00	125.00	750.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(226.98)	-	(1,257.83)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	932.89	1,155.48	1,000.00	1,713.07	1,000.00		1,000.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	1,830.78	2,553.77	2,000.00	2,193.89	2,000.00		2,000.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	2,656.50	3,311.51	3,000.00	2,882.88	3,000.00		3,000.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	796.30	1,040.57	1,100.00	949.20	1,100.00		1,100.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	2,419.08	2,125.79	1,925.00	1,173.94	2,500.00		2,500.00	
CONTRACTUAL SERVICES / STAFF TRAINING	40,736.19	36,565.06	41,000.00	32,772.21	41,000.00		41,000.00	
CONTRACTUAL SERVICES / MISC CONTRACT SVC	1,263.60	1,285.20	1,996.00	944.47	1,500.00		1,500.00	
CONTRACTUAL SERVICES / ALARM SERVICE	2,754.02	2,492.48	2,580.00	2,497.27	2,580.00		2,580.00	
CONTRACTUAL SERVICES / MOVING EXPENSE	-	-	-	14,049.81			-	
CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	1,513.20	1,218.40	1,600.00	698.40	1,600.00	25,000.00	26,600.00	Increased to cover costs of bird removal
CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	778.80	16,572.19	22,322.00	24,251.50			-	
CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	7,080.00	7,080.00	7,080.00	7,080.00	7,080.00	132.00	7,212.00	Increase vendor cost of $132 per year for services.
CONTRACTUAL SERVICES / COMPUTER SERVICES	15,658.20	-	16,017.00	16,016.40	-		-	
CONTRACTUAL SERVICES / CITATION PROCESSING SVC	3,133.83	3,393.70	3,000.00	3,730.45	3,000.00		3,000.00	
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	12.00	10.00	500.00	-	500.00		500.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	178.00	336.00	300.00	1,168.00	-		-	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	250.00	529.98	750.00	-	2,500.00		2,500.00	
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	59,679.72	51,849.31	54,000.00	53,253.24	55,500.00		55,500.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	63,814.78	62,164.93	65,000.00	63,027.52	65,000.00		65,000.00	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	3,908.00	1,301.07	3,000.00	8,855.62	3,000.00		3,000.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACTUAL SVC-UTILITIES / RADIO TRANSMISSION SVCS	-	-	-	-	38,901.00	2,594.00	41,495.00	6 additional radios added to PD. Cost per radio to operat on PSEC system is $432.24 annually.
CONTRACTUAL SVC-UTILITIES / SATELLITE TELEVISION	1,484.66	1,307.56	1,700.00	1,503.02	1,700.00		1,700.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	169.00	3,024.74	3,500.00	-	3,500.00		3,500.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-VEHICLES	99.05	-	1,519.00	1,791.90	-		-	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	5,758.94	5,724.58	18,228.00	13,486.37	10,000.00		10,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-RADIOS	9,369.01	32,120.83	36,234.00	13,554.92	31,356.00	1,000.00	32,356.00	Increase due to 6 addex APX7500 radios to maintenance contract w/Airwave Communication and expected 2% increase
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	35,488.40	34,924.70	35,325.00	37,173.83	35,938.00	304.00	36,242.00	Increase due to $330 increase in ComDirect Costs and $4 increase to Citrix
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-HARDWARE	-	-	1,358.00	-	1,000.00		1,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT AC/HEATING	3,191.60	12,919.50	22,106.00	2,105.50	20,000.00		20,000.00	
CONTRACTUAL SVCS-RENT/LSE / LEASE/PURCHASE PAYMENTS	92,065.98	91,367.53	92,548.00	88,648.80	92,516.00	4,584.00	97,100.00	Addition of 10 printers on annual maintenance program.
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	25,883.00	24,005.75	44,700.00	43,205.66	30,000.00		30,000.00	
CONTRACT SVC-PROFESSIONAL / CUSTODIAN SERVICES	25,898.88	26,862.24	29,500.00	29,263.32	26,000.00	5,927.00	31,927.00	FY 18-19 had $29,500 FY19/20 cost is $31,927.00.
CONTRACT SVC-PROFESSIONAL / MEDICAL/HOSPITAL	32,146.63	35,740.00	48,114.00	31,565.88	35,000.00		35,000.00	
CONTRACT SVC-PROFESSIONAL / FINGERPRINTING - DOJ	17,642.00	19,104.00	17,500.00	13,387.00	17,500.00		17,500.00	
POLICE / DEPARTMENTAL SUPPLIES	8,680.63	14,817.96	15,000.00	15,589.70	15,000.00		15,000.00	
DEPARTMENTAL SUPPLIES / ORDNANCE	7,885.37	34,115.04	28,183.00	20,387.71	15,000.00		15,000.00	
DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS	11,641.90	13,024.02	15,628.00	7,283.81	15,000.00		15,000.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	-	-	575.00	651.60			-	
DEPARTMENTAL SUPPLIES / EMERG'CY MED SVC SUPPLIES	-	299.38	750.00	-	750.00		750.00	
DEPARTMENTAL SUPPLIES / SPECIAL DEPARTMENTAL SPLY	8,347.89	4,336.33	16,555.00	6,253.92	8,000.00		8,000.00	
SUPPLIES-TECHNICAL SPLS / PHOTOGRAPHIC SUPPLIES	-	-	1,630.00	329.28	1,630.00		1,630.00	
SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	610.90	2,403.09	1,542.00	1,643.58	1,542.00		1,542.00	
SUNDRY CHARGES/SPC PRGRMS / BOOKING FEES	9,262.44	-	5,000.00	-	5,000.00		5,000.00	
SUNDRY CHARGES/SPC PRGRMS / SPECIAL INVESTIGATION E	3,096.84	5,149.26	5,000.00	3,207.75	5,000.00		5,000.00	
SUNDRY CHARGES/SPC PRGRMS / CAL-ID SYSTEM	30,491.00	30,834.00	31,068.00	31,068.00	31,300.00		31,300.00	
SUNDRY CHARGES/SPC PRGRMS / COMM. OUTREACH PROGRAM	2,187.63	846.91	2,500.00	1,237.94	2,500.00		2,500.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	215,398.28	194,123.00	279,886.00	198,624.00	252,706.00	79,946.00	332,652.00	
INTERFUND TRANSFERS / TRANSFER-COUNTY MOU FUND	-	256,899.60	-	-			-	
INTERFUND TRANSFERS / TRSFR-POLICE VOLUNTEER FD	-	-	1,500.00	-	1,500.00		1,500.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERFUND TRANSFERS / TRNSFR-AREA POLICE COMPUT	39,229.00	19,396.00	-	-		26,308.00	26,308.00	To Cover Banning PD Cost of JPA - left off of original budget for FY19-20
DEBT SERVICE-PRINCIPAL / PRINCIPAL PAYMENT	81,803.16	73,845.80	77,723.00	77,722.66	-		-	
DEBT SERVICE - INTEREST / INTEREST PAYMENT	-	7,418.85	4,080.00	4,080.20			-	
Total Expenditures Dept 2200	**5,969,842.91**	**6,534,010.20**	**7,399,719.00**	**6,486,937.77**	**7,759,177.00**	**843,415.00**	**8,602,592.00**	
Revenue - General Fund - Department - Police Dispatch								
REVENUE FROM STATE / CA DEPT OF GEN'L SERVICES	1,998.40	-	-	-			-	
Total Revenue Fund 001 - Department 2210	**1,998.40**	-	-	-	-	-	-	
Expenditures - General Fund - Department - Police Dispatch								
SALARY & WAGES / PAYROLL-REGULAR	445,682.24	403,650.61	480,710.00	353,887.00	499,030.00	(4,991.00)	494,039.00	
SALARY & WAGES / OVERTIME	108,414.36	170,891.87	124,900.00	227,566.90	113,000.00		113,000.00	
SALARY & WAGES / INCENTIVE PAY	420.39	265.25	-	127.15			-	
SALARY & WAGES / SHIFT DIFFERENTIAL	4,803.88	4,163.25	-	4,767.75			-	
SALARY & WAGES / WORKING OUT OF CLASS	-	1,798.33	-	647.25			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	29,498.56	32,320.91	34,542.00	27,745.79	35,250.00	(4,195.00)	31,055.00	
SALARY & WAGES / COMP TIME PAYOFF	1,455.16	6,932.81	9,160.00	1,020.36	9,498.00	362.00	9,860.00	
SALARY & WAGES / VACATION PAYOFF	2,966.91	6,781.09	9,160.00	-	9,498.00	192.00	9,690.00	
SALARY & WAGES / SICK LEAVE PAYOFF	1,252.80	5,229.63	1,260.00	-	9,498.00	(178.00)	9,320.00	
SALARY & WAGES / HOLIDAY PAYOFF	1,841.04	2,646.69	9,160.00	1,309.47	9,498.00	(178.00)	9,320.00	
FRINGE BENEFITS / FICA	48,892.07	51,994.66	57,141.00	50,898.55	59,020.00	(9,721.00)	49,299.00	
FRINGE BENEFITS / PERS	115,264.19	103,286.74	119,174.00	103,092.13	137,915.00	(6,102.00)	131,813.00	
FRINGE BENEFITS / WORKERS COMP	20,359.70	18,308.46	21,248.00	14,688.59	22,085.00	9.00	22,094.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	2,667.93	2,411.75	2,906.00	2,109.93	3,016.00	(45.00)	2,971.00	
FRINGE BENEFITS / LIFE INSURANCE	43.20	39.00	94.00	15.60	94.00		94.00	
FRINGE BENEFITS / HEALTH INSURANCE	-	(733.59)	-	(932.51)			-	
FRINGE BENEFITS / UTILITY CREDIT	3,621.56	3,598.95	3,600.00	2,524.75	3,600.00		3,600.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	126,630.32	119,838.44	138,800.00	107,744.81	153,200.00		153,200.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	132.55	99.00	143.00	48.32	143.00	(11.00)	132.00	
FRINGE BENEFITS / BOOT ALLOWANCE	1,134.90	875.00	1,125.00	801.25	1,125.00		1,125.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	-	-	(891.23)			-	
CONTRACTUAL SERVICES / STAFF TRAINING	5,628.52	4,786.78	10,000.00	3,327.47	5,000.00		5,000.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	312.00	1,968.00	2,500.00	752.00	2,500.00		2,500.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	1,000.00	-	1,000.00	729.00	1,000.00		1,000.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	153.23	123.78	135.00	321.25	135.00		135.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	10,980.84	10,980.84	-	-	-		-	
POLICE / DEPARTMENTAL SUPPLIES	36.49	114.54	473.00	-	473.00		473.00	
DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS	927.21	2,291.24	2,704.00	1,302.45	2,700.00		2,700.00	
Total Expenditures Dept 2210	**934,120.05**	**861,975.35**	**1,029,935.00**	**903,604.03**	**1,077,278.00**	**(24,858.00)**	**1,052,420.00**	
Revenue - General Fund - Department - Police TASIN - SB621								
INTEREST / INVESTMENT INTEREST	12.36	29.79	-	-			-	
Total Revenue Fund 001 - Department 2279	**12.36**	**29.79**	-	-	-	-	-	
Expenditures - General Fund - Department - Animal Control								
CONTRACT SVC-PROFESSIONAL / ANIMAL CONTROL SVCS	134,378.57	143,840.79	204,372.00	146,113.33	210,503.00		210,503.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
ANIMAL REGULATION / DEPARTMENTAL SUPPLIES	98.26	-	-	-			-	
Total Expenditures - Department 2300	**134,476.83**	**143,840.79**	**204,372.00**	**146,113.33**	**210,503.00**	**-**	**210,503.00**	
Revenue - General Fund - Department - Fire								
SALES & USE TAXES / PUBLIC SAFETY SALES TAX	136,915.92	171,414.41	143,762.00	114,975.63	146,637.00		146,637.00	
FINES/FORFEITS/PENALTIES / PASS ZONE NONCOMPLIANCE	19,811.67	30,499.95	33,550.00	29,064.11	34,221.00		34,221.00	
FINES/FORFEITS/PENALTIES / AMR TRANS COST REIMB	31,756.71	32,723.65	32,392.00	22,817.83	33,040.00		33,040.00	
REVENUE FROM FEDERAL / FED AID-EMERG MGMT SVC	88.00	-	-	-			-	
CHARGES FOR CURRENT SVC / BLDG PERMIT INSP-FIRE	16,281.00	14,432.00	20,000.00	15,410.00	22,000.00		22,000.00	
CHARGES FOR CURRENT SVC / BLDG PLAN CHECK FEES-FIRE	7,102.00	4,020.00	8,000.00	6,482.00	8,160.00		8,160.00	
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT	1,920.00	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / DISASTER EDUC'N MATERIA	35.00	45.00	-	15.00			-	
Total Revenue Fund 001 - Department 2400	**213,910.30**	**253,135.01**	**237,704.00**	**188,764.57**	**244,058.00**	**-**	**244,058.00**	
Expenditures - General Fund - Department - Fire								
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	320.00	139.64	300.00	146.43	300.00		300.00	
CONTRACTUAL SERVICES / ALARM SERVICE	492.15	494.70	500.00	512.19	500.00		500.00	
CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	849.72	1,141.72	900.00	849.72	900.00		900.00	
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	5,710.55	5,314.12	5,600.00	5,892.64	5,768.00		5,768.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	456.12	984.28	600.00	512.40	600.00		600.00	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	1,870.09	1,725.89	1,900.00	2,665.35	1,900.00		1,900.00	
CONTRACTUAL SVC-UTILITIES / RADIO TRANSMISSION SVCS	475.92	237.96	500.00	-	500.00		500.00	
CONTRACTUAL SVC-UTILITIES / SATELLITE TELEVISION	376.19	449.40	400.00	460.19	400.00		400.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	1,317.11	3,698.53	3,000.00	-	3,000.00		3,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	584.61	-	600.00	322.17	600.00		600.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	366.74	-	400.00	-	400.00		400.00	
CONTRACT SVC-PROFESSIONAL / FIRE SUPPRESSION SERVIC	2,588,971.87	3,091,394.78	3,280,776.00	3,172,745.74	3,461,029.00	53,662.00	3,514,691.00	Based on new Agreement approved 6/11/2019
CONTRACT SVC-PROFESSIONAL / DIRECT BILL EXP-CNTY CO	43,980.11	31,036.59	25,000.00	38,008.01	25,000.00	(25,000.00)	-	included in Agreement
FIRE / DEPARTMENTAL SUPPLIES	2,530.67	-	1,600.00	-	1,600.00		1,600.00	
DEPARTMENTAL SUPPLIES / EMERG'CY MED SVC SUPPLIES	-	1,323.17	5,000.00	-	5,000.00		5,000.00	
DEPARTMENTAL SUPPLIES / PARAMEDIC SUPPLIES	-	2,968.24	5,000.00	-	5,000.00		5,000.00	
SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	479.21	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / COMMUNITY SERVICES	-	-	1,000.00	-	1,000.00		1,000.00	
SUNDRY CHARGES/SPC PRGRMS / DISASTER EXPO	-	1,677.82	5,410.00	2,851.78	5,000.00		5,000.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	1,218.22	2,242.00	2,168.00	1,539.00	1,958.00	748.00	2,706.00	
Total Expenditures Fund 001 - Department 2400	**2,649,999.28**	**3,144,828.84**	**3,340,654.00**	**3,226,505.62**	**3,520,455.00**	**29,410.00**	**3,549,865.00**	
Revenue - General Fund - Department - Fire - TASIN - SB621								
INTEREST / INVESTMENT INTEREST	9.40	22.62	-	-			-	
Total Revenue Fund 001 - Department 2479	**9.40**	**22.62**	**-**	**-**	**-**	**-**	**-**	
Revenue - General Fund - Department - Building Safety								
LICENSES & PERMITS / BUILDING PERMITS	127,341.27	108,193.85	165,930.00	109,349.32	193,116.00		193,116.00	
LICENSES & PERMITS / PLUMBING PERMITS	11,715.00	15,117.00	16,321.00	18,099.00	19,585.00		19,585.00	
LICENSES & PERMITS / ELECTRICAL PERMITS	28,402.05	52,189.60	56,834.00	46,673.96	68,200.00		68,200.00	
LICENSES & PERMITS / MECHANICAL PERMITS	12,672.00	21,194.00	20,606.00	16,852.00	24,728.00		24,728.00	
CHARGES FOR CURRENT SVC / CONSTRUCTION PLAN CK FEE	46,530.18	67,330.27	151,900.00	86,093.62	181,750.00		181,750.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CHARGES FOR CURRENT SVC / PLAN STORAGE/COMP DATA	7,858.00	3,423.00	4,405.00	3,175.00	5,286.00		5,286.00	
	CHARGES FOR CURRENT SVC / S M I P FEES	2,131.36	563.71	143.00	138.75	172.00		172.00	
	CHARGES FOR CURRENT SVC / CODE CONFORMANCE INSPEC	4,930.00	5,549.50	6,346.00	4,954.00	7,615.00		7,615.00	
	CHARGES FOR CURRENT SVC / DEMO SITE CLEARANCE	1,804.00	1,672.00	3,010.00	1,540.00	36,112.00		36,112.00	
	CHARGES FOR CURRENT SVC / TITLE 24 ENERGY CALCS	240.00	510.00	918.00	135.00	1,102.00		1,102.00	
	CHARGES FOR CURRENT SVC / MISC BLDG INSP FEES	926.60	-	-	872.00			-	
	CHARGES FOR CURRENT SVC / MISC BUILDING DEPT FEES	476.52	74.70	-	221.00	-		-	
	Total Revenue Fund 001 - Department 2700	**245,026.98**	**275,817.63**	**426,413.00**	**288,103.65**	**537,666.00**	**-**	**537,666.00**	
	Expenditures - General Fund - Department - Building Safety								
	SALARY & WAGES / PAYROLL-REGULAR	87,583.23	110,003.05	114,690.00	84,680.17	127,077.00	123,145.00	250,222.00	
	SALARY & WAGES / OVERTIME	232.66	22.30	-	111.86			-	
	SALARY & WAGES / INCENTIVE PAY	1,132.49	-	-	644.01		3,600.00	3,600.00	
	SALARY & WAGES / WORKING OUT OF CLASS	3,689.76	-	-	-			-	
	SALARY & WAGES / COMP TIME PAYOFF	8,193.96	3,447.42	2,295.00	2,756.51	2,421.00	2,318.00	4,739.00	
	SALARY & WAGES / VACATION PAYOFF	9,000.31	-	2,295.00	4,553.60	2,421.00	2,318.00	4,739.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	4,301.80	2,229.78	2,295.00	2,222.33	2,421.00	2,318.00	4,739.00	
	SALARY & WAGES / HOLIDAY PAYOFF	1,352.32	1,055.33	2,295.00	660.53	2,421.00	2,318.00	4,739.00	
	FRINGE BENEFITS / FICA	8,414.95	9,363.96	10,034.00	7,509.43	10,363.00	10,439.00	20,802.00	
	FRINGE BENEFITS / PERS	21,308.32	9,379.57	10,593.00	7,637.38	11,740.00	12,134.00	23,874.00	
	FRINGE BENEFITS / WORKERS COMP	2,691.71	3,081.63	3,318.00	3,773.82	3,508.00	9,376.00	12,884.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	540.14	660.30	722.00	505.53	762.00	750.00	1,512.00	
	FRINGE BENEFITS / LIFE INSURANCE	172.80	280.80	562.00	163.78	562.00	936.00	1,498.00	
	FRINGE BENEFITS / HEALTH INSURANCE	-	-	-	708.49			-	
	FRINGE BENEFITS / UTILITY CREDIT	-	1,500.00	1,800.00	255.00	1,800.00		1,800.00	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	23,472.81	27,650.08	28,200.00	20,674.96	28,200.00	17,400.00	45,600.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	1,341.49	1,800.02	1,800.00	943.49	1,800.00	3,000.00	4,800.00	
	FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	(224.48)	-	-	(46.50)			-	
	CONTRACTUAL SERVICES / PRINTING/BINDING	21.55	86.20	50.00	43.10	50.00		50.00	
	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	135.00	135.00	-	-	-		-	
	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	-	-	25.00	-	25.00		25.00	
	CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	-	-	5,713.00	5,712.77	-		-	
	CONTRACTUAL SERVICES / COMPUTER SERVICES	1,200.00	1,200.00	1,200.00	1,100.00	1,200.00		1,200.00	
	CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	130.00	250.00	331.80	400.00		400.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	11,097.95	11,638.82	12,220.00	11,279.43	12,830.00		12,830.00	
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	144,540.60	166,865.88	292,492.00	209,834.62	347,484.00	(177,692.00)	169,792.00	
	CONSRT/REGLTN/ENFORCMNT / DEPARTMENTAL SUPPLIES	589.64	924.91	700.00	1,036.52	700.00		700.00	
	SUNDRY CHARGES/SPC PRGRMS / SMIP FEES TO STATE	2,024.79	556.98	2,500.00	106.82	2,500.00		2,500.00	
	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	2,243.65	-	600.00	568.14	-		-	
	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	349.00	-	-	-		-	
	Total Expenditures Fund 001 - Department 2700	**335,057.45**	**352,361.03**	**496,649.00**	**367,767.59**	**560,685.00**	**12,360.00**	**573,045.00**	
	Revenue - General Fund - Department - Code Enforcement								
	CHARGES FOR CURRENT SVC / NUISANCE ABATEMENT FEE	59,073.31	50,244.25	116,764.00	145,213.65	66,280.00		66,280.00	
	CHARGES FOR CURRENT SVC / CODE CONFORMANCE INSPEC	240.00	420.00	500.00	300.00	500.00		500.00	
	CHARGES FOR CURRENT SVC / WEED ABATEMENT FEE	856.32	6,542.99	9,000.00	3,873.13	9,000.00		9,000.00	
	CHARGES FOR CURRENT SVC / VEHICLE ABATEMENT FEE	10,713.53	19,271.15	12,857.00	7,772.00	13,114.00		13,114.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CHARGES FOR CURRENT SVC / ABAND PROP REGIST FEE	3,750.00	4,275.96	4,455.00	2,752.00	4,555.00		4,555.00	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	-	3,125.00	-	3,125.00		3,125.00	
Total Revenue Fund 001 - Department 2740	**74,633.16**	**80,754.35**	**146,701.00**	**159,910.78**	**96,574.00**	**-**	**96,574.00**	
Expenditures - General Fund - Department - Code Enforcement								
SALARY & WAGES / PAYROLL-REGULAR	127,273.73	139,204.17	143,507.00	146,793.91	144,942.00	119,127.00	264,069.00	Two additional Code Enforcement Officers plus reclassification to Code Enforcement Supervisor
SALARY & WAGES / OVERTIME	1,884.86	8,607.84	7,000.00	4,339.90	7,000.00	3,000.00	10,000.00	2 Added Code Compliance Officers will add need for additional OT
SALARY & WAGES / EDUCATION INCENTIVE BONUS	1,500.00	-	-	-			-	
SALARY & WAGES / COMP TIME PAYOFF	-	-	2,688.00	26.27	2,714.00	4,915.00	7,629.00	
SALARY & WAGES / VACATION PAYOFF	-	2,392.80	2,688.00	3,179.68	2,714.00	4,915.00	7,629.00	
SALARY & WAGES / SICK LEAVE PAYOFF	1,196.40	1,401.13	2,688.00	1,443.16	2,714.00	4,915.00	7,629.00	
SALARY & WAGES / HOLIDAY PAYOFF	777.59	483.27	2,688.00	952.72	2,714.00	4,915.00	7,629.00	
FRINGE BENEFITS / FICA	10,058.77	11,851.06	12,680.00	12,008.31	12,890.00	10,066.00	22,956.00	
FRINGE BENEFITS / PERS	30,169.73	42,361.46	47,901.00	45,688.90	55,660.00	9,839.00	65,499.00	
FRINGE BENEFITS / WORKERS COMP	6,444.47	7,254.85	7,303.00	7,692.19	7,376.00	2,940.00	10,316.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	758.94	820.36	853.00	877.89	861.00	708.00	1,569.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	30,050.00	31,003.78	32,400.00	34,046.22	33,600.00	33,600.00	67,200.00	
FRINGE BENEFITS / BOOT ALLOWANCE	490.10	500.00	500.00	448.75	500.00	500.00	1,000.00	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	448.98	559.00	300.00	-	300.00		300.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	253.72	157.32	500.00	107.75	500.00		500.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	5,525.00	5,622.76	5,868.00	5,791.44	5,868.00	2,206.00	8,074.00	Cost for adding access for 2 new Code Compliance Officers to ComCate Software Program
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	2,056.32	1,879.42	3,000.00	1,767.09	3,000.00	4,000.00	7,000.00	New Code Compliance Officers will require extensive outside training during first year.
CONTRACTUAL SERVICES / STAFF TRAINING	230.95	-	1,000.00	-	1,000.00	2,000.00	3,000.00	New Code Compliance Officers will require extensive outside training during first year.
CONTRACTUAL SERVICES / MISC CONTRACT SVC	1,896.00	1,921.00	3,125.00	472.00	3,125.00		3,125.00	
CONTRACTUAL SERVICES / NUISANCE ABATEMENT SVC	5,600.00	2,650.00	5,000.00	-	5,000.00		5,000.00	
CONTRACTUAL SERVICES / COMPUTER SERVICES	600.00	600.00	600.00	550.00	600.00	(600.00)	-	CoreLogic will be accessed though Naviline at no additional cost.
CONTRACTUAL SERVICES / WEED ABATEMENT SERVICES	15,450.00	49,599.50	40,401.00	-	40,000.00		40,000.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	-	240.00	-	16.00	-		-	
	CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	250.00	500.00	-	500.00		500.00	
	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	1,182.74	1,400.82	1,454.00	1,363.70	1,454.00	1,906.00	3,360.00	Code Compliance phones upgraded to iphone service and 2 phones added for new Code Compliance Officers
	CONTRACTUAL SVC-UTILITIES / RADIO TRANSMISSION SVCS	-	-	-	-	865.00	865.00	1,730.00	2 added radio subscriber fees for 2 new Code Compliance Officers to operate on PSEC radio system
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-RADIOS	-	-	-	-		336.00	336.00	Maintenace for 2 Code Compliance radios that were being paid for through PD funds.
	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	-	-	-	-		916.00	916.00	Add maintenance for two priinters that in the past were maintained under PD account.
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	820.00	-	1,000.00	-	1,000.00		1,000.00	
	CONSRT/REGLTN/ENFORCMNT / DEPARTMENTAL SUPPLIES	511.11	344.84	750.00	15.20	750.00	500.00	1,250.00	Extra supplies needed for two new Code Compliance Officers
	DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS	-	461.72	738.00	242.41	600.00	1,000.00	1,600.00	Need to add funds for current CC Officers and for initial issue of 2 new Code Compliance Officers
	SPECIAL UTILITY COSTS / TOOLS/MISC SUPPLIES	9.67	285.45	400.00	-	400.00	800.00	1,200.00	Initial purchae of essetial tools for 2 new Code Compliance Officers
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	6,859.12	5,688.00	9,045.00	6,419.00	8,167.00	2,246.00	10,413.00	
	Total Expenditures Fund 001 - Department 2740	**252,048.20**	**317,540.55**	**336,577.00**	**274,242.49**	**346,814.00**	**215,615.00**	**562,429.00**	
	Revenue - General Fund - Department - Planning								
	LICENSES & PERMITS / CONDITIONAL USE PERMIT	23,895.00	14,337.00	-	268.00	28,674.00		28,674.00	
	LICENSES & PERMITS / AMEND COND'L USE PERMIT	-	205.00	-	-	-		-	
	LICENSES & PERMITS / HOME OCCUPATION PERMIT	4,100.00	2,665.00	-	-	4,920.00		4,920.00	
	LICENSES & PERMITS / UNCLASSIFIED USE PERMIT	-	-	-	-	-		-	
	LICENSES & PERMITS / SIGN PERMITS	14,297.75	7,216.00	-	235.00	17,160.00		17,160.00	
	LICENSES & PERMITS / CANNABIS RETAIL RG PERMIT				125,000.00	-		-	
	LICENSES & PERMITS / CANNABIS RETAIL - CUP				-	-	779,200.00	779,200.00	Retail Revenue Projection (Measure O)

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
LICENSES & PERMITS / CANNABIS COMMCL REG PERMT					-	-		-	
LICENSES & PERMITS / CANNABIS COMMERCIAL - CUP					-	-	1,289,600.00	1,289,600.00	Cultivation Revenue Projections (Measure N)
CHARGES FOR CURRENT SVC / SITE PLAN REVIEW		-	-	-	5,310.00	-		-	
CHARGES FOR CURRENT SVC / ZONE CHANGE FEES		8,524.00	34,096.00	25,572.00	25,572.00	34,096.00		34,096.00	
CHARGES FOR CURRENT SVC / VARIANCE FEES		-	-	-	4,292.00	-		-	
CHARGES FOR CURRENT SVC / SPECIFIC PLAN FEES		-	-	-	-	-		-	
CHARGES FOR CURRENT SVC / GENERAL PLAN AMENDMENT		-	24,770.00	24,770.00	18,576.00	30,962.00		30,962.00	
CHARGES FOR CURRENT SVC / SPECIFIC PLAN AMENDMENT		-	-	-	-	-		-	
CHARGES FOR CURRENT SVC / LOT LINE ADJ FEE/LOT MEGR		1,086.00	3,694.00	3,258.00	3,694.00	3,258.00		3,258.00	
CHARGES FOR CURRENT SVC / DESIGN REVIEW FEE		23,769.00	53,944.00	53,944.00	39,232.00	55,022.00		55,022.00	
CHARGES FOR CURRENT SVC / T M - SUB FEE (1-4 LOTS)		-	9,811.00	-	-	-		-	
CHARGES FOR CURRENT SVC / T M SUB FEES (5+ LOTS)		31,331.00	7,757.00	46,542.00	-	62,056.00		62,056.00	
CHARGES FOR CURRENT SVC / T M - TIME EXT - SUB FEE		12,774.00	12,774.00	13,500.00	17,032.00	13,500.00		13,500.00	
CHARGES FOR CURRENT SVC / DEVELOPMENT AGREEMENT		-	8,352.00	-	-	-		-	
CHARGES FOR CURRENT SVC / AMEND ZONE TEXT CHANGE		-	8,524.00	-	(8,524.00)	-		-	
CHARGES FOR CURRENT SVC / ENVIRONMENTAL ASST REVIEW		18,744.00	28,116.00	28,000.00	15,888.00	28,560.00		28,560.00	
CHARGES FOR CURRENT SVC / E I R REVIEW FEE		-	-	(3,124.00)	-			-	
CHARGES FOR CURRENT SVC / BLDG PLAN CK FEE-PLNG/GP		7,356.80	1,349.80	1,480.00	225.00	1,775.00		1,775.00	
CHARGES FOR CURRENT SVC / ANNEXATION PROCESSING FEE		-	-	-	4,489.00	-		-	
CHARGES FOR CURRENT SVC / APPEALS FEES		-	-	-	8,062.00	-		-	
CHARGES FOR CURRENT SVC / MISC PLANNING DPT FEES		-	131.00	-	-	-		-	
CHARGES FOR CURRENT SVC / SERVICE LETTER/PLNG LTR		580.00	160.00	160.00	560.00	160.00		160.00	
CHARGES FOR CURRENT SVC / STRT/ALLEY/ESMNT ABANDMNT		1,802.00	-	-	-	-		-	
CHARGES FOR CURRENT SVC / LNDSCP/IRRIG PLAN CHECK		2,652.00	884.00	3,536.00	-	5,304.00		5,304.00	
Total Revenue Fund 001 - Department 2800		**150,911.55**	**218,785.80**	**197,638.00**	**259,911.00**	**285,447.00**	**2,068,800.00**	**2,354,247.00**	
Expenditures - General Fund - Department - Planning									
SALARY & WAGES / PAYROLL-REGULAR		169,266.61	159,969.12	210,225.00	185,468.31	227,183.00	4,317.00	231,500.00	
SALARY & WAGES / OVERTIME		984.00	364.37	2,000.00	369.65	2,000.00		2,000.00	
SALARY & WAGES / INCENTIVE PAY		755.01	2,250.00	3,600.00	3,879.35	3,600.00	1,320.00	4,920.00	
SALARY & WAGES / COMP TIME PAYOFF		5,462.64	2,298.28	4,017.00	1,837.68	5,492.00	(1,080.00)	4,412.00	
SALARY & WAGES / VACATION PAYOFF		6,467.66	2,130.45	4,017.00	4,219.02	5,492.00	(1,080.00)	4,412.00	
SALARY & WAGES / SICK LEAVE PAYOFF		3,335.31	2,019.13	4,017.00	2,546.51	5,492.00	(1,080.00)	4,412.00	
SALARY & WAGES / HOLIDAY PAYOFF		2,727.24	2,885.31	4,017.00	6,269.24	5,492.00	(1,080.00)	4,412.00	
FRINGE BENEFITS / FICA		15,267.00	15,173.35	20,097.00	18,004.49	21,574.00	(98.00)	21,476.00	
FRINGE BENEFITS / PERS		40,438.55	26,664.69	33,384.00	30,546.86	38,598.00	451.00	39,049.00	
FRINGE BENEFITS / WORKERS COMP		6,723.14	9,986.18	13,490.00	13,466.89	14,479.00	307.00	14,786.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE		1,022.35	958.63	1,264.00	1,113.40	1,352.00	40.00	1,392.00	
FRINGE BENEFITS / LIFE INSURANCE		475.20	460.20	1,310.00	577.22	1,310.00		1,310.00	
FRINGE BENEFITS / HEALTH INSURANCE		-	-	-	472.32			-	
FRINGE BENEFITS / BENEFIT ALLOWANCE		32,553.96	33,425.08	40,400.00	35,383.46	41,600.00		41,600.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE		3,468.50	3,199.98	4,200.00	3,378.96	4,200.00		4,200.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW		-	-	-	(303.60)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING		7,304.43	6,229.71	5,500.00	11,283.12	5,500.00		5,500.00	
CONTRACTUAL SERVICES / PRINTING/BINDING		385.56	175.10	600.00	804.63	400.00		400.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	437.80	580.57	575.00	739.39	575.00		575.00	
	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	154.20	14.70	50.00	18.97	50.00		50.00	
	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	124.00	2,000.00	1,506.03	2,000.00		2,000.00	
	CONTRACTUAL SERVICES / STAFF TRAINING	620.00	511.40	12,638.00	4,387.85	1,000.00		1,000.00	
	CONTRACTUAL SERVICES / MISC CONTRACT SVC	1,030.00	1,823.01	1,200.00	1,000.00	1,200		1,200.00	
	CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	-	-	-	1,280.34	-		-	
	CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	64.40	86.20	300.00	199.09	300.00		300.00	
	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	138.00	160.00	250.00	112.00	250.00		250.00	
	CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	250.00	600.00	-	600.00		600.00	
	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	-	541.88	600.00	564.13	600.00		600.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	4,946.90	5,188.00	5,565.00	5,453.64	5,845.00		5,845.00	
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	44,062.50	120,775.50	55,648.00	45,647.50	-		-	
	CONTRACT SVC-PROFESSIONAL / PLANNING SERVICES	-	-	208,000.00	183,312.50	249,600.00		249,600.00	
	CONTRACT SVC-PROFESSIONAL / GENERAL PLAN UPDATE		-	200,000.00	-	400,000.00		400,000.00	
	CONTRACT SVC-PROFESSIONAL / DOWNTOWN MASTER PLAN		-	175,000.00	-	175,000.00		175,000.00	
	PLANNING / DEPARTMENTAL SUPPLIES	1,369.79	628.43	1,000.00	1,620.35	1,000.00		1,000.00	
	SUNDRY CHARGES/SPC PRGRMS / JOINT AGENCY ASSESSMENT	9,039.96	12,308.11	9,587.00	9,359.59	9,875.00		9,875.00	
	SUNDRY CHARGES/SPC PRGRMS / MISCELLANEOUS EXPENSE	-	-	-	21.05	-		-	
	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	270.00	2,140.82	950.00	1,498.46	-		-	
	Total Expenditures Fund 001 - Department 2800	**358,770.71**	**413,322.20**	**1,026,101.00**	**576,038.40**	**1,231,659.00**	**2,017.00**	**1,233,676.00**	
	Revenue - General Fund - Department - Engineering								
	LICENSES & PERMITS / ENCROACHMENT PERMIT	24,288.00	18,656.00	25,000.00	30,784.34	25,000.00		25,000.00	
	LICENSES & PERMITS / PUBLIC WORKS PERMIT/INSPT	7,744.57	8,226.50	10,000.00	17,241.70	15,000.00	15,000.00	30,000.00	Expected permits for improvements related to Pardee project
	LICENSES & PERMITS / DEVELOPMENT PERMIT	352.00	289.00	350.00	-	350.00		350.00	
	LICENSES & PERMITS / EXCAVATION PERMIT/INSPECT	4,347.00	6,361.50	6,000.00	8,883.00	7,500.00	3,000.00	10,500.00	Pardee nearing completion
	CHARGES FOR CURRENT SVC / RECORD OF SURVEY	619.00	1,238.00	-	1,857.00	1,238.00		1,238.00	
	CHARGES FOR CURRENT SVC / SERVICE LETTER/PLNG LTR	189.00	126.00	150.00	252.00	150.00		150.00	
	CHARGES FOR CURRENT SVC / PLAN STORAGE & MICROFILM	-	-	150.00	-	150.00		150.00	
	CHARGES FOR CURRENT SVC / STRT/ALLEY/ESMNT ABANDMNT	435.00	-	-	-	-		-	
	CHARGES FOR CURRENT SVC / DEED PREPARATION	-	1,462.00	1,462.00	3,254.00	1,462.00		1,462.00	
	CHARGES FOR CURRENT SVC / IMPROVEMENT PLAN CHECK	5,643.00	-	-	-	-		-	
	CHARGES FOR CURRENT SVC / SUBDIV'N PLAN CHECK/INSPT	32,063.00	109,441.00	71,330.00	31,325.00	133,956.00		133,956.00	
	CHARGES FOR CURRENT SVC / PARCEL MAP REVIEW	15,019.00	3,686.00	3,000.00	-	3,500.00		3,500.00	
	CHARGES FOR CURRENT SVC / TENTATIVE SUBDIV REVIEW	7,593.00	7,416.00	3,500.00	-	9,000.00	(9,000.00)	-	Covered in 35-58 Consultant Plan Ck
	CHARGES FOR CURRENT SVC / MISC ENGINEERING FEES	-	-	-	(500.00)	-		-	
	CHARGES FOR CURRENT SVC / MAP/XEROX/PUBLICATION	134.40	119.70	125.00	216.35	50.00		50.00	
	CHARGES FOR CURRENT SVC / CONSULTANT PLAN CK REV	6,050.00	87,933.00	125,000.00	190,253.00	70,000.00	80,000.00	150,000.00	We are expecting submittals related to the Rancho San Gorgonio development project
	CHARGES FOR CURRENT SVC / INDUSTRIAL WASTE INSPECT	1,930.00	1,400.00	350.00	525.00	100.00		100.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CHARGES FOR CURRENT SVC / NPDES INSPECTION		111.00	2,553.00	333.00	333.00	2,222.00	(2,000.00)	222.00	
Total Revenue Fund 001 - Department 3000		**106,517.97**	**248,907.70**	**246,750.00**	**284,424.39**	**269,678.00**	**87,000.00**	**356,678.00**	
Expenditures - General Fund - Department - Engineering									
SALARY & WAGES / PAYROLL-REGULAR		83,540.57	88,858.46	77,179.00	77,154.56	78,431.00	597.00	79,028.00	
SALARY & WAGES / OVERTIME		543.26	12.64	500.00	6.06	500.00		500.00	
SALARY & WAGES / INCENTIVE PAY		3,393.05	3,520.68	2,411.00	2,586.72	2,412.00		2,412.00	
SALARY & WAGES / COMP TIME PAYOFF		645.63	253.28	1,238.00	1,049.09	1,271.00	12.00	1,283.00	
SALARY & WAGES / VACATION PAYOFF		673.22	-	1,238.00	968.38	1,271.00	12.00	1,283.00	
SALARY & WAGES / SICK LEAVE PAYOFF		3,878.42	607.87	1,238.00	2,905.24	1,271.00	12.00	1,283.00	
SALARY & WAGES / HOLIDAY PAYOFF		1,343.45	5,450.52	1,238.00	709.60	1,271.00	12.00	1,283.00	
FRINGE BENEFITS / FICA		7,385.54	7,639.97	7,040.00	6,705.51	7,137.00	(61.00)	7,076.00	
FRINGE BENEFITS / PERS		20,343.13	19,151.98	19,948.00	19,091.04	22,992.00	(373.00)	22,619.00	
FRINGE BENEFITS / WORKERS COMP		2,752.81	2,936.14	2,596.00	2,802.33	2,645.00	17.00	2,662.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE		509.72	542.08	471.00	470.61	478.00	4.00	482.00	
FRINGE BENEFITS / LIFE INSURANCE		237.00	256.76	374.00	230.13	374.00		374.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE		11,972.66	12,357.01	10,720.00	11,340.27	11,080.00		11,080.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE		1,256.31	1,245.94	2,025.00	1,100.00	2,025.00	(825.00)	1,200.00	
FRINGE BENEFITS / BOOT ALLOWANCE		62.50	62.50	63.00	62.50	63.00		63.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW		(1,012.56)	(269.64)	-	(295.88)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING		863.20	1,394.08	2,000.00	1,209.60	500.00		500.00	
CONTRACTUAL SERVICES / PRINTING/BINDING		86.02	-	500.00	53.88	500.00		500.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS		662.50	790.00	600.00	682.50	600.00		600.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS		349.01	572.47	500.00	297.12	500.00		500.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES		395.00	-	1,500.00	1,062.11	1,500.00		1,500.00	
CONTRACTUAL SERVICES / STAFF TRAINING		4,026.59	99.00	3,500.00	-	3,500.00		3,500.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE		272.50	398.40	500.00	9.50	500.00		500.00	
CONTRACT SVC-EMPLOYEE SPC / BOOT ALLOWANCE		-	-	250.00	-	250.00		250.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC		1,342.60	1,013.29	1,400.00	890.38	1,400.00		1,400.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT		137.50	325.00	500.00	-	500.00		500.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE		4,311.62	4,522.20	5,000.00	4,641.54	5,000.00		5,000.00	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS		-	-	9,917.00	4,412.25	7,059.00	9,502.00	16,561.00	Need to add for lease payments on vehicles from FY18-19 and adjust for reduction in payment amount for FY19-20
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES		-	2,767.13	11,492.00	8,482.00	-	25,000.00	25,000.00	Grant Writers
CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES		59,783.70	59,197.80	396,558.00	124,053.65	110,000.00	50,000.00	160,000.00	Increase in plan check submittals expected
CONSRT/REGLTN/ENFORCMNT / DEPARTMENTAL SUPPLIES		2,547.57	2,287.30	2,600.00	2,724.35	2,600.00	1,400.00	4,000.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST		-	35.72	300.00	37.14	300.00		300.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT		3,688.46	4,912.00	5,883.00	4,174.00	10,440.00	(3,245.00)	7,195.00	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES		740.85	-	-	-			-	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE		670.00	-	-	-			-	
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE		-	-	-	392.00			-	
Total Expenditures Fund 001 - Department 3000		**217,401.83**	**220,940.58**	**571,279.00**	**280,008.18**	**278,370.00**	**82,064.00**	**360,434.00**	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Expenditures - General Fund - Department - Building Maintenance								
SALARY & WAGES / PAYROLL-REGULAR	44,398.16	80,911.94	104,698.00	94,252.27	107,414.00	15,730.00	123,144.00	
SALARY & WAGES / OVERTIME	217.44	1,502.73	3,600.00	1,206.14	3,600.00		3,600.00	
SALARY & WAGES / MANAGEMENT INCENTIVE	-	-	3,750.00	-	4,000.00		4,000.00	
SALARY & WAGES / INCENTIVE PAY	653.57	658.80	976.00	1,639.49	980.00		980.00	
SALARY & WAGES / WORKING OUT OF CLASS	-	-	-	502.04			-	
SALARY & WAGES / COMP TIME PAYOFF	647.09	492.35	2,021.00	1,795.55	2,068.00	303.00	2,371.00	
SALARY & WAGES / VACATION PAYOFF	927.52	807.58	2,021.00	1,706.48	2,068.00	303.00	2,371.00	
SALARY & WAGES / SICK LEAVE PAYOFF	1,090.90	850.06	2,021.00	878.44	2,068.00	303.00	2,371.00	
SALARY & WAGES / HOLIDAY PAYOFF	345.35	1,908.23	2,021.00	394.30	2,068.00	303.00	2,371.00	
SALARY & WAGES / WORKERS COMP-REIMBURSEMNT	(7,187.94)	-	-	(27,628.56)			-	
FRINGE BENEFITS / FICA	3,600.14	7,784.65	9,986.00	8,684.92	10,300.00	832.00	11,132.00	
FRINGE BENEFITS / PERS	8,837.54	13,921.63	17,465.00	16,078.50	19,790.00	1,386.00	21,176.00	
FRINGE BENEFITS / WORKERS COMP	2,620.21	6,146.93	7,206.00	6,497.52	7,365.00	1,240.00	8,605.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	229.15	491.36	639.00	580.14	655.00	96.00	751.00	
FRINGE BENEFITS / LIFE INSURANCE	133.80	150.79	449.00	224.66	449.00	94.00	543.00	
FRINGE BENEFITS / UTILITY CREDIT	-	-	-	12.93	-		-	
FRINGE BENEFITS / BENEFIT ALLOWANCE	10,385.74	20,736.83	24,356.00	23,400.05	25,184.00	1,680.00	26,864.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	23.00	-	23.00	12.00	35.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	483.19	479.16	840.00	769.99	840.00	750.00	1,590.00	
FRINGE BENEFITS / BOOT ALLOWANCE	37.52	287.48	300.00	300.00	300.00	25.00	325.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(3.48)	-	(17.60)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	-	739.20	850.00	693.00	150.00		150.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	-	-	100.00	-	100.00		100.00	
CONTRACTUAL SERVICES / STAFF TRAINING	-	50.00	500.00	-	500.00		500.00	
CONTRACTUAL SERVICES / ALARM SERVICE	2,636.03	2,170.86	2,500.00	3,236.12	2,500.00		2,500.00	
CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	852.63	1,503.56	900.00	577.24	900.00		900.00	
CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	8,400.00	8,400.00	10,000.00	8,400.00	10,000.00		10,000.00	
CONTRACTUAL SERVICES / RECYCLING SERVICES	1,555.16	-	-	-			-	
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	126.22	300.07	300.00	295.28	300.00		300.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	16.00	96.00	100.00	48.00	100.00		100.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	35.00	42.60	200.00	66.98	200.00		200.00	
CONTRACT SVC-EMPLOYEE SPC / BOOT ALLOWANCE	-	-	100.00	-	100.00		100.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	65.69	312.33	350.00	366.13	350.00		350.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-GRNDS/FIEL	1,721.23	9,135.09	10,003.00	7,545.68	10,000.00	1,000.00	11,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	27,739.73	35,496.99	35,683.00	28,547.02	30,000.00	36,300.00	66,300.00	Mold abatement in the PD building, plus Increase in building maintenance work order requests. The division currently has a back log of work orders.
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	4,822.47	880.87	5,500.00	3,117.67	5,500.00		5,500.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT AC/HEATING	33,486.10	23,729.67	35,000.00	28,803.81	35,000.00	5,000.00	40,000.00	Increase in HVAC contractor scope of services
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	-	-	-	-	7,059.00		7,059.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	1,005.00	1,780.00	45,000.00	-	5,000.00		5,000.00	
CONTRACT SVC-PROFESSIONAL / CUSTODIAN SERVICES	29,241.48	34,059.32	38,355.00	37,634.64	30,000.00	12,000.00	42,000.00	This will cover an increase in the cost of service. FY 19 budget should have been increased by $9,000.
MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	461.70	743.64	1,250.00	639.13	1,250.00		1,250.00	
DEPARTMENTAL SUPPLIES / JANITORIAL SUPPLIES	15,163.19	12,598.51	23,397.00	14,666.18	16,500.00	8,000.00	24,500.00	The level of service will be the same as in FY19, which had a budet shortfall.
DEPARTMENTAL SUPPLIES / TOOLS	1,465.01	1,722.67	2,000.00	-	2,000.00		2,000.00	
SUPPLIES-TECHNICAL SPLS / REPAIR PARTS/SUPPLIES	-	-	250.00	-	250.00		250.00	
SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	10,834.70	4,210.00	3,000.00	4,617.68	3,000.00		3,000.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	4,060.88	11,081.00	1,174.00	833.00	13,397.00	(5,114.00)	8,283.00	
CONTRA EXPENDITURE / BUILDING MAINTENANCE SVCS	(150,962.00)	(162,950.00)	(182,177.00)	(121,983.00)	(186,002.00)	(47,333.00)	(233,335.00)	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	1,099.74	-	-	-			-	
Total Expenditures Fund 001 - Department 3200	**61,245.34**	**123,229.42**	**216,707.00**	**149,381.82**	**177,326.00**	**32,910.00**	**210,236.00**	
Revenue - General Fund - Department - Parks								
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT	456.25	400.00	-	-			-	
Total Revenue Fund 001 - Department 3600	**456.25**	**400.00**	**-**	**-**	**-**	**-**	**-**	
Expenditures - General Fund - Department - Parks								
SALARY & WAGES / PAYROLL-REGULAR	186,577.47	164,364.97	113,763.00	103,762.35	117,225.00	74,957.00	192,182.00	Increased due to reallocation of Personnel previously allocated to Transit
SALARY & WAGES / OVERTIME	6,331.84	12,313.19	22,000.00	29,341.59	5,150.00		5,150.00	
SALARY & WAGES / STANDBY PAY	5,715.04	10,075.00	19,500.00	19,140.92	8,755.00		8,755.00	
SALARY & WAGES / WORKING OUT OF CLASS	721.52	-	-	-			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	-	-	-	-	-	1,500.00	1,500.00	
SALARY & WAGES / COMP TIME PAYOFF	864.72	882.00	2,184.00	-	2,252.00	1,452.00	3,704.00	
SALARY & WAGES / VACATION PAYOFF	1,170.24	-	2,184.00	-	2,252.00	1,452.00	3,704.00	
SALARY & WAGES / SICK LEAVE PAYOFF	1,411.20	1,453.64	2,184.00	-	2,252.00	1,452.00	3,704.00	
SALARY & WAGES / HOLIDAY PAYOFF	3,361.56	742.97	2,184.00	237.47	2,252.00	1,452.00	3,704.00	
FRINGE BENEFITS / FICA	16,127.70	15,606.95	10,931.00	12,933.87	11,350.00	5,279.00	16,629.00	
FRINGE BENEFITS / PERS	43,888.65	32,616.14	31,719.00	29,045.53	36,814.00	6,480.00	43,294.00	
FRINGE BENEFITS / WORKERS COMP	15,506.95	13,457.99	8,656.00	8,129.51	8,933.00	2,514.00	11,447.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,142.48	991.45	693.00	628.83	714.00	458.00	1,172.00	
FRINGE BENEFITS / LIFE INSURANCE	129.59	105.31	47.00	-	47.00	608.00	655.00	
FRINGE BENEFITS / HEALTH INSURANCE	-	(250.00)	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT	3,750.00	2,400.00	450.00	302.43	450.00	810.00	1,260.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
FRINGE BENEFITS / BENEFIT ALLOWANCE	64,575.12	57,056.62	36,640.00	34,219.73	37,960.00	12,360.00	50,320.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	78.00	-	78.00		78.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	-	-	150.00	-	150.00	1,950.00	2,100.00	
FRINGE BENEFITS / BOOT ALLOWANCE	1,074.99	1,075.00	550.00	630.81	550.00		550.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	-	-	(4.00)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	474.72	405.80	500.00	-	500.00		500.00	
CONTRACTUAL SERVICES / STAFF TRAINING	829.22	632.14	1,400.00	-	600.00		600.00	
CONTRACTUAL SERVICES / TREE TRIMMING SERVICE	-	-	19,800.00	19,800.00			-	
CONTRACTUAL SERVICES / ALARM SERVICE	1,169.58	1,175.64	2,820.00	1,216.80	1,200.00	2,406.00	3,606.00	Roosevelt Williams Park Alarm set up $185 installation plus $57/month; Boy Scout House Alarm set up $685 plus $71/Month
CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	875.00	-	6,500.00	3,949.80	4,000.00		4,000.00	
CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	-	-	81,000.00	62,376.00	84,000.00		84,000.00	
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	348.58	617.85	800.00	744.54	800.00		800.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	112.00	160.00	160.00	25.60	160.00		160.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	-	-	157.00			-	
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	43,063.88	37,661.02	38,600.00	39,689.67	39,758.00		39,758.00	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	282.62	391.57	480.00	663.15	500.00		500.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-GRNDS/FIEL	36,962.98	45,205.30	43,366.00	3,693.06	31,500.00		31,500.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	4,331.36	1,437.69	7,000.00	2,235.20	10,500.00		10,500.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	2,806.36	4,701.46	6,800.00	7,261.32	8,400.00		8,400.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-FENCING	46.17	551.48	13,565.00	-	5,000.00		5,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-IRRIGATION	6,171.55	3,463.45	5,000.00	-	5,250.00		5,250.00	
CONTRACT SVC-RENTAL/LEASE / EQUIPMENT RENT	1,522.01	388.98	1,500.00	-			-	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	-	-	-	-		7,254.00	7,254.00	Enterprise Lease payment
CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	-	40.00	-	40.00			-	
PARKS / DEPARTMENTAL SUPPLIES	2,205.39	1,845.54	5,000.00	6,145.87	2,250.00		2,250.00	Need to add for lease payments on vehicles from FY18-19 and adjust for reduction in payment amount for FY19-20
DEPARTMENTAL SUPPLIES / FERTILIZER	-	-	1,500.00	299.34			-	
DEPARTMENTAL SUPPLIES / HERBICIDES/WEED CONTROL	933.94	-	500.00	664.30	550.00		550.00	
SUPPLIES-TECHNICAL SPLS / REPAIR PARTS/SUPPLIES	-	713.97	2,700.00	3,769.61			-	
SUPPLIES-TECHNICAL SPLS / GRAFFITI PAINT	411.46	727.69	-	380.06	550.00		550.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	1,143.25	4,880.00	3,334.00	2,365.00	3,010.00	(587.00)	2,423.00	
NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	406.03	-	-	-			-	
Total Expenditures Fund 001 - Department 3600	**456,445.17**	**417,890.81**	**496,238.00**	**393,845.36**	**435,712.00**	**121,797.00**	**557,509.00**	
Revenue - General Fund - Department - Recreation								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	OTHER INCOME / FACILITY RENTAL	17,353.00	12,241.00	18,000.00	11,168.00	18,000.00		18,000.00	Revenues in all areas are low due to facility being closed for 3.5 months for rehab project
	OTHER INCOME / FACILITY RENTAL-STAFFING	5,907.25	2,369.50	6,000.00	2,097.50	6,000.00		6,000.00	Revenues in all areas are low due to facility being closed for 3.5 months for rehab project
	CHARGES FOR CURRENT SVC / SPORTS LEAGUE FEES	12,532.00	10,637.00	14,000.00	10,609.00	14,000.00		14,000.00	Revenues in all areas are low due to facility being closed for 3.5 months for rehab project
	CHARGES FOR CURRENT SVC / CONTRACT CLASS FEES	17,236.00	13,404.75	16,000.00	15,281.55	16,000.00		16,000.00	Revenues in all areas are low due to facility being closed for 3.5 months for rehab project
	CHARGES FOR CURRENT SVC / RECREATION CLASS FEES	2,643.20	5,374.60	6,000.00	3,069.00	6,000.00		6,000.00	Revenues in all areas are low due to facility being closed for 3.5 months for rehab project
	CHARGES FOR CURRENT SVC / SNACK BAR CONCESSIONS	1,647.00	-	-	-	-		-	
	SUNDRY CHARGES/SPC PRGRMS / CASH OVER/SHORT	(15.00)	-	-	-			-	
	Total Revenue Fund 001 - Department 4000	**57,303.45**	**44,026.85**	**60,000.00**	**42,225.05**	**60,000.00**	**-**	**60,000.00**	
	Expenditures - General Fund - Department - Recreation								
	SALARY & WAGES / PAYROLL-REGULAR	222,176.56	256,311.45	201,045.00	248,250.81	182,041.00	114,645.00	296,686.00	Increased due to reallocation of Personnel previously allocated to Transit
	SALARY & WAGES / OVERTIME	2,329.63	3,228.15	2,500.00	1,751.55	2,575.00		2,575.00	
	SALARY & WAGES / INCENTIVE PAY	1,891.26	1,912.58	1,350.00	1,370.84	1,350.00	150.00	1,500.00	
	SALARY & WAGES / COMP TIME PAYOFF	2,800.99	2,410.41	2,726.00	16,923.52	3,115.00	755.00	3,870.00	
	SALARY & WAGES / VACATION PAYOFF	2,477.77	2,946.52	2,726.00	15,690.94	3,115.00	755.00	3,870.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	1,573.53	1,853.12	2,726.00	8,196.53	3,115.00	755.00	3,870.00	
	SALARY & WAGES / HOLIDAY PAYOFF	1,327.59	7,187.92	2,726.00	2,009.01	3,115.00	755.00	3,870.00	
	FRINGE BENEFITS / FICA	13,459.30	17,220.07	17,113.00	15,399.57	15,606.00	10,872.00	26,478.00	
	FRINGE BENEFITS / PERS	33,359.55	46,577.23	49,658.00	46,925.57	57,901.00	3,357.00	61,258.00	
	FRINGE BENEFITS / WORKERS COMP	8,183.24	9,960.56	6,597.00	9,952.80	6,377.00	6,089.00	12,466.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,344.56	1,550.52	1,222.00	1,502.16	1,105.00	701.00	1,806.00	
	FRINGE BENEFITS / LIFE INSURANCE	259.20	296.44	608.00	312.02	608.00	609.00	1,217.00	
	FRINGE BENEFITS / HEALTH INSURANCE	-	(125.00)	-	-			-	
	FRINGE BENEFITS / UTILITY CREDIT	2,355.08	3,428.86	2,970.00	2,451.01	2,970.00	630.00	3,600.00	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	27,938.30	38,939.30	35,730.00	29,394.91	36,720.00	20,320.00	57,040.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	1,912.51	1,850.01	1,950.00	1,808.36	1,950.00	1,950.00	3,900.00	
	FRINGE BENEFITS / BOOT ALLOWANCE	75.02	-	-	42.29			-	
	FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(400.08)	-	(365.53)			-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	576.52	1,424.63	600.00	-	600.00		600.00	
	CONTRACTUAL SERVICES / PRINTING/BINDING	2,381.18	2,023.39	4,000.00	4,629.32	3,000.00		3,000.00	
	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	575.00	1,005.00	800.00	692.00	800.00		800.00	
	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	2,159.46	600.00	-	600.00		600.00	
	CONTRACTUAL SERVICES / STAFF TRAINING	470.00	2,057.34	1,200.00	-	1,200.00		1,200.00	
	CONTRACTUAL SERVICES / ELECTRICIAN SERVICES	1,161.35	-	2,000.00	-	2,000.00		2,000.00	
	CONTRACTUAL SERVICES / RECREATION OFFICIALS/INST	13,598.45	10,468.13	14,000.00	10,458.88	14,000.00		14,000.00	
	CONTRACTUAL SERVICES / LAUNDRY/CLEANING	331.50	-	400.00	97.50	420.00		420.00	
	CONTRACTUAL SERVICES / ALARM SERVICE	1,777.53	1,786.74	1,855.00	1,850.52	1,890.00		1,890.00	
	CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	1,257.12	1,689.12	1,400.00	826.44	1,470.00		1,470.00	
	CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	373.83	-	-	-	-		-	
	CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	2,567.52	2,566.80	2,700.00	2,566.80	2,835.00		2,835.00	
	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	1,079.45	2,849.34	1,872.00	-	1,200.00		1,200.00	
	CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	157.77	306.22	250.00	35.48	250.00		250.00	
	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	60.00	136.00	250.00	24.00	250.00		250.00	
	CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	250.00	-	250.00	300.00	250.00		250.00	
	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	5,680.54	5,787.86	6,000.00	5,872.81	6,180.00		6,180.00	
	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	644.55	1,482.71	2,400.00	3,099.25	600.00		600.00	
	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	1,969.84	1,059.08	1,945.00	1,184.94	2,000.00		2,000.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	159.93	-	1,000.00	1,077.95	1,000.00		1,000.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	2,431.32	2,317.82	7,241.00	2,713.65	3,000.00		3,000.00	
	CONTRACT SVC-RENTAL/LEASE / EQUIPMENT RENT	584.80	1,329.33	1,620.00	975.28	1,500.00		1,500.00	
	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	2,678.66	1,625.13	3,503.00	919.60	2,500.00		2,500.00	
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	437.28	-	600.00	300.00			-	
	CONTRACT SVC-PROFESSIONAL / CUSTODIAN EXPENSES	1,360.27	-	1,600.00	735.33	1,680.00		1,680.00	
	RECREATION / DEPARTMENTAL SUPPLIES	1,999.91	3,307.37	2,500.00	3,048.08	2,500.00		2,500.00	
	DEPARTMENTAL SUPPLIES / JANITORIAL SUPPLIES	2,103.41	1,342.52	1,600.00	1,759.73	1,600.00		1,600.00	
	DEPARTMENTAL SUPPLIES / RECREATION SUPPLIES	6,622.46	14,787.12	13,687.00	19,322.26	13,500.00		13,500.00	
	DEPARTMENTAL SUPPLIES / SNACK BAR-CONCESSION SUP	622.86	-	-	-	-		-	
	SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	343.00	1,175.00	600.00	1,412.20	600.00		600.00	
	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	413.84	4,726.66	2,400.00	3,843.59	2,500.00		2,500.00	
	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	6,199.99	9,900.00	9,552.67	2,100.00		2,100.00	
	Total Expenditures Fund 001 - Department 4000	**380,833.37**	**468,760.82**	**420,420.00**	**478,914.64**	**393,688.00**	**162,343.00**	**556,031.00**	
	Revenue - General Fund - Department - Aquatics								
	OTHER INCOME / FACILITY RENTAL	7,635.00	6,095.00	8,500.00	7,930.00	8,500.00		8,500.00	
	CHARGES FOR CURRENT SVC / SWIMMING POOL ADMISSIONS	16,287.00	14,880.00	17,000.00	18,127.50	17,000.00		17,000.00	
	CHARGES FOR CURRENT SVC / CONTRACT CLASS FEES	8,878.00	9,642.00	1,500.00	1,845.00	1,500.00		1,500.00	
	CHARGES FOR CURRENT SVC / RECREATION CLASS FEES	11,274.89	12,102.00	19,500.00	22,271.50	19,500.00		19,500.00	
	CHARGES FOR CURRENT SVC / SNACK BAR CONCESSIONS	6,465.10	4,591.25	7,500.00	4,981.75	7,500.00		7,500.00	
	CHARGES FOR CURRENT SVC / AQUATIC CONCESSIONS	234.00	354.00	300.00	679.00	300.00		300.00	
	Total Revenue Fund 001 - Department 4010	**50,773.99**	**47,664.25**	**54,300.00**	**55,834.75**	**54,300.00**	**-**	**54,300.00**	
	Expenditures - General Fund - Department - Aquatics								
	SALARY & WAGES / PAYROLL-REGULAR	70,904.59	78,119.44	90,991.00	77,187.77	98,491.00	36,197.00	134,688.00	
	SALARY & WAGES / OVERTIME	817.74	527.51	1,500.00	613.54	1,545.00		1,545.00	
	SALARY & WAGES / COMP TIME PAYOFF	-	-	168.00	-	178.00	4.00	182.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	SALARY & WAGES / VACATION PAYOFF	-	-	168.00	-	178.00	4.00	182.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	-	-	168.00	-	178.00	4.00	182.00	
	SALARY & WAGES / HOLIDAY PAYOFF	119.48	7.93	168.00	8.59	178.00	4.00	182.00	
	FRINGE BENEFITS / FICA	2,040.38	2,015.88	7,316.00	2,008.75	7,908.00	2,652.00	10,560.00	
	FRINGE BENEFITS / PERS	3,044.21	2,851.48	3,222.00	3,080.60	3,781.00	(318.00)	3,463.00	
	FRINGE BENEFITS / WORKERS COMP	5,801.55	6,447.24	7,077.00	6,073.42	7,716.00	3,058.00	10,774.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	432.38	476.42	555.00	470.88	601.00	221.00	822.00	
	FRINGE BENEFITS / HEALTH INSURANCE	-	(125.00)	-	-			-	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	3,621.37	3,912.67	4,050.00	3,881.35	4,200.00		4,200.00	
	FRINGE BENEFITS / BOOT ALLOWANCE	-	-	-	42.29			-	
	CONTRACTUAL SERVICES / STAFF TRAINING	305.00	2,683.76	2,000.00	-	2,000.00		2,000.00	
	CONTRACTUAL SERVICES / ELECTRICIAN SERVICES	-	-	1,500.00	981.86	1,500.00		1,500.00	
	CONTRACTUAL SERVICES / ALARM SERVICE	914.82	919.56	1,000.00	954.92	1,050.00		1,050.00	
	CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	2,500.08	2,499.84	2,700.00	2,499.84	2,750.00		2,750.00	
	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	2,223.82	112.10	1,600.00	637.01	1,600.00	400.00	2,000.00	from department 001-4020
	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	14,241.72	13,703.10	14,500.00	15,312.60	15,225.00		15,225.00	
	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	7,452.27	4,210.98	8,500.00	12,402.37	8,925.00		8,925.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	1,394.30	-	3,000.00	3,204.61	3,000.00		3,000.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	1,242.41	2,994.31	3,000.00	1,052.66	3,000.00		3,000.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-POOL	1,870.79	2,188.17	4,500.00	1,426.39			-	
	DEPARTMENTAL SUPPLIES / CHMCLS/GASES/POOL SUPPLS	7,346.88	8,895.63	9,000.00	7,816.06	9,000.00		9,000.00	
	DEPARTMENTAL SUPPLIES / RECREATION SUPPLIES	552.86	1,661.66	1,200.00	1,136.58	1,200.00		1,200.00	
	DEPARTMENTAL SUPPLIES / SNACK BAR-CONCESSION SUP	3,646.84	2,037.01	3,600.00	1,815.76	3,600.00		3,600.00	
	SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	1,123.25	1,420.25	1,200.00	1,673.50	1,200.00		1,200.00	
	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	3,585.94	-	-			-	
	Total Expenditures Fund 001 - Department 4010	**131,596.74**	**141,145.88**	**172,683.00**	**144,281.35**	**179,004.00**	**42,226.00**	**221,230.00**	
	Revenue - General Fund - Department - Day Care								
	OTHER INCOME / FACILITY RENTAL	60.00	-	-	-			-	
	CHARGES FOR CURRENT SVC / DAY CAMP	15,500.00	19,620.00	16,000.00	14,910.00	16,000.00		16,000.00	
	Total Revenue Fund 001 - Department 4020	**15,560.00**	**19,620.00**	**16,000.00**	**14,910.00**	**16,000.00**	**-**	**16,000.00**	
	Expenditures - General Fund - Department - Day Care								
	SALARY & WAGES / PAYROLL-REGULAR	-	-	-	-	17,290.00	(17,290.00)	-	Moved to Recreation department 001-4000
	FRINGE BENEFITS / FICA	-	-	-	-	1,323.00	(1,323.00)	-	
	FRINGE BENEFITS / WORKERS COMP	-	-	-	-	347.00	(347.00)	-	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	-	-	-	-	105.00	(105.00)	-	
	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	-	-	-	-	400.00	(400.00)	-	
	DEPARTMENTAL SUPPLIES / RECREATION SUPPLIES	605.73	525.97	800.00	607.36	800.00		800.00	
	Total Expenditures Fund 001 - Department 4020	**605.73**	**525.97**	**800.00**	**607.36**	**20,265.00**	**(19,465.00)**	**800.00**	
	Revenue - General Fund - Department - Senior Center								
	REVENUE FROM COUNTY / COUNTY NUTRITION PROGRAM	2,250.00	900.00	5,400.00	1,350.00	5,400.00		5,400.00	
	Total Revenue Fund 001 - Department 4050	**2,250.00**	**900.00**	**5,400.00**	**1,350.00**	**5,400.00**	**-**	**5,400.00**	
	Expenditures - General Fund - Department - Senior Center								
	SALARY & WAGES / PAYROLL-REGULAR	30,001.58	34,577.94	56,132.00	41,235.94	60,064.00	2,233.00	62,297.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
SALARY & WAGES / OVERTIME	61.81	403.41	500.00	1,198.31			-	
SALARY & WAGES / COMP TIME PAYOFF	-	-	667.00	-	681.00	14.00	695.00	
SALARY & WAGES / VACATION PAYOFF	-	206.46	667.00	-	681.00	14.00	695.00	
SALARY & WAGES / SICK LEAVE PAYOFF	379.32	206.46	667.00	-	681.00	14.00	695.00	
SALARY & WAGES / HOLIDAY PAYOFF	227.87	189.32	667.00	344.89	681.00	14.00	695.00	
FRINGE BENEFITS / FICA	2,337.72	3,370.69	5,342.00	3,712.83	5,589.00	230.00	5,819.00	
FRINGE BENEFITS / PERS	7,015.45	10,139.31	11,885.00	10,910.04	13,840.00	(777.00)	13,063.00	
FRINGE BENEFITS / WORKERS COMP	1,062.67	1,199.05	1,643.00	1,309.18	1,740.00	71.00	1,811.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	176.59	203.27	338.00	244.03	358.00	18.00	376.00	
FRINGE BENEFITS / HEALTH INSURANCE	-	(125.00)	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT	907.48	899.97	900.00	824.98	900.00		900.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	11,163.71	11,737.51	12,150.00	11,643.72	12,600.00		12,600.00	
FRINGE BENEFITS / BOOT ALLOWANCE	-	-	-	42.29			-	
CONTRACTUAL SERVICES / ALARM SERVICE	-	-	1,595.00	1,594.43			-	
CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	2,566.80	2,567.28	2,800.00	2,567.28	2,940.00		2,940.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	22.68	-	150.00	-	150.00		150.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	-	8.00	-	24.00			-	
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	7,165.15	6,283.20	7,500.00	5,823.14	7,725.00		7,725.00	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	2,019.84	1,905.08	1,605.00	2,188.24	3,360.00		3,360.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	6.18	-	3,000.00	104.00	3,000.00		3,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	1,756.05	148.34	2,852.00	1,522.28			-	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT AC/HEATING	4,875.00	-	1,500.00	-			-	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	2,213.69	3,596.31	3,303.00	2,558.56			-	
CONTRACT SVC-PROFESSIONAL / CUSTODIAN EXPENSES	1,779.87	-	1,500.00	654.90	1,500.00		1,500.00	
RECREATION / DEPARTMENTAL SUPPLIES	442.17	641.16	500.00	457.52	500.00		500.00	
DEPARTMENTAL SUPPLIES / JANITORIAL SUPPLIES	450.58	102.12	500.00	275.57	500.00		500.00	
DEPARTMENTAL SUPPLIES / SENIOR PROGRAM SUPPLIES	263.97	-	500.00	267.50	500.00		500.00	
Total Expenditures Fund 001 - Department 4050	**76,896.18**	**78,259.88**	**118,863.00**	**89,503.63**	**117,990.00**	**1,831.00**	**119,821.00**	
Expenditures - General Fund - Department - Central Services								
CONTRACTUAL SERVICES / PRINTING/BINDING	21.60	-	-	-			-	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	30,677.67	20,461.00	30,000.00	30,475.00	30,000.00	500.00	30,500.00	Increase in Mailing costs
CONTRACTUAL SERVICES / STAFF TRAINING	-	-	-	5,500.00	-	5,500.00	5,500.00	Training for Central Square (City's current ERP system)
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	32,320.79	27,861.15	28,800.00	30,047.51	29,664.00	2,000.00	31,664.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	63,675.02	61,664.11	52,000.00	58,223.93	52,000.00	4,000.00	56,000.00	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SERVICE	1,764.74	1,451.38	2,500.00	2,985.67	2,500.00	500.00	3,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	12,903.54	12,347.33	40,953.00	13,349.83	12,500.00	1,500.00	14,000.00	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	8,961.34	7,892.59	18,333.00	6,841.97	12,060.00		12,060.00	
CONTRACT SVC-RENTAL/LEASE / CITY HALL LEASE	269,343.38	269,798.61	269,981.00	134,485.33	269,981.00		269,981.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
								OpenGov 24750, Executime 27500, Cost Allocation Plan 8020, Pension & Labor costing modules (GovInvest/AdastraGov)
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	4,625.45	5,417.55	7,137.00	38,493.50	6,500.00	75,120.00	81,620.00	14850
MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	8,848.45	7,733.60	6,600.00	8,600.00	6,600.00	2,400.00	9,000.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	60,394.00	29,880.00	189,373.00	236,373.00	195,495.00	7,566.00	203,061.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	233,986.00	254,376.00	218,756.00	153,131.00	215,566.00	36,398.00	251,964.00	
INTERFUND TRANSFERS / TRNSFR-GAS TAX STREET FD	164,325.00	437,378.09	164,325.00	-	164,325.00		164,325.00	
INTERFUND TRANSFERS / TRNSFR-TRANSIT FUND	-	18,000.00	-	-			-	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	9,088.39	-	-			-	
Total Expenditures Fund 001 - Department 4500	**891,846.98**	**1,163,349.80**	**1,028,758.00**	**718,506.74**	**997,191.00**	**135,484.00**	**1,132,675.00**	
Revenue - General Fund - Department - Community Enhancement								
SUNDRY CHARGES/SPC PRGRMS / JULY 4TH DONATIONS	-	1,125.38	1,200.00	2,129.18	1,200.00		1,200.00	
Total Revenue Fund 001 - Department 5400	**-**	**1,125.38**	**1,200.00**	**2,129.18**	**1,200.00**	**-**	**1,200.00**	
Expenditures - General Fund - Department - Community Enhancement								
SUNDRY CHARGES/SPC PRGRMS / STAGECOACH DAYS APPROPR	10,000.00	31,490.00	32,000.00	31,640.06	32,000.00		32,000.00	
								$2,000 Increase in Fireworks cost, plus Sound Equipment $750, Live Band $1,000, Inflatable attractions $3000, Health Dept Food Permit $200, Restrooms $600, Crafts $200, Banner $1,000 Misc
SUNDRY CHARGES/SPC PRGRMS / 4TH OF JULY CELEBRATION	29,026.30	25,000.00	25,000.00	13,681.92	25,000.00	8,350.00	33,350.00	$500
SUNDRY CHARGES/SPC PRGRMS /PLAYHOUSE BOWL	15,743.72	12,500.00	12,500.00	12,500.00	12,500.00		12,500.00	
								Increase due to lack of
SUNDRY CHARGES/SPC PRGRMS / DISASTER SURVIVAL EXPO	2,272.28	2,845.21	2,000.00	1,735.84	2,000.00	3,000.00	5,000.00	sponsorships
SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTION	-	2,770.14	9,098.00	8,358.98	5,000.00		5,000.00	
Total Expenditures Fund 001 - Department 5400	**57,042.30**	**74,605.35**	**80,598.00**	**67,916.80**	**76,500.00**	**11,350.00**	**87,850.00**	
Total Fund 001 - General Fund - Revenue	15,605,703.77	12,592,666.70	18,198,870.00	15,591,586.93	18,566,261.00	2,445,100.00	21,011,361.00	
Total Fund 001 - General Fund - Expenditures	14,385,552.38	13,890,286.39	18,839,009.00	16,046,403.01	19,140,260.00	1,830,667.00	20,970,927.00	
Net Fund 001 - General Fund Balance	1,220,151.39	(1,297,619.69)	(640,139.00)	(454,816.08)	(573,999.00)	614,433.00	40,434.00	
Fund 002 - Developer Deposit Fund								
Revenue - Deveoper Deposit Fund - Department - Planning								
CHARGES FOR CURRENT SVC / SPECIFIC PLAN FEES	14,980.00	-	-	-			-	
CHARGES FOR CURRENT SVC / ENVIRONMENTAL REVIEW	72,182.08	39,969.03	81,120.00	55,863.54			-	
SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	40,605.00	6,945.00	-	825.00			-	
Total Revenue Fund 002 - Department 2800	**127,767.08**	**46,914.03**	**81,120.00**	**56,688.54**	**-**	**-**	**-**	
Expenditures - Developer Deposit Fund - Department - Planning								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES	40,605.00	6,945.00	-	825.00			-	
	CONTRACT SVC-PROFESSIONAL / ENVIRONMENTAL REVIEW	66,062.08	33,849.03	137,530.00	49,748.54			-	
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	48,659.93	6,120.00	7,063.00	6,115.00			-	
	Total Expenditures Fund 002 - Department 2800	**155,327.01**	**46,914.03**	**144,593.00**	**56,688.54**	-	-	-	
	Revenue - Deveoper Deposit Fund - Department - Planning - Developer Pardee								
	CHARGES FOR CURRENT SVC / GENERAL PLAN AMENDMENT	12,225.00	-	-	-			-	
	Total Revenue Fund 002 - Department 2800	**12,225.00**	-	-	-	-	-	-	
	Expenditures - Deveoper Deposit Fund - Department - Planning - Developer Pardee								
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	12,225.00	-	-	-			-	
	Total Expenditures Fund 002 - Department 2800	**12,225.00**	-	-	-	-	-	-	
	Revenue - Deveoper Deposit Fund - Department - Engineering								
	CHARGES FOR CURRENT SVC / CONSULTANT PLAN CK REV	16,190.00	16,035.00	-	-			-	
	Total Revenue Fund 002 - Department 3000	**16,190.00**	**16,035.00**	-	-	-	-	-	
	Expenditures - Deveoper Deposit Fund - Department - Engineering								
	CONTRACT SVC-PROFESSIONAL / SPL PROCESSING CONSULTA	1,800.00	-	-	-			-	
	CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	14,390.00	16,035.00	-	-			-	
	Total Expenditures Fund 002 - Department 3000	**16,190.00**	**16,035.00**	-	-	-	-	-	
	Total Fund 002 - Developer Deposit Fund - Revenue	156,182.08	62,949.03	81,120.00	56,688.54	-	-	-	
	Total Fund 002 - Developer Deposit Fund - Expenditures	183,742.01	62,949.03	144,593.00	56,688.54	-	-	-	
	Net Fund 002 - Developer Deposit Fund Balance	(27,559.93)	-	(63,473.00)	-	-	-	-	
	Fund 003 - Riverside County MOU								
	Revenue - Riverside County MOU Fund - Department - Police								
	REVENUE FROM COUNTY / COUNTY POLICE MOU	-	521,717.00	-	-			-	
	INTERFUND TRANSFERS / TRANSFER-GENERAL FUND	-	256,899.60	-	-			-	
	Total Revenue Fund 003 - Department 2289	-	**778,616.60**	-	-	-	-	-	
	Expenditures - Riverside County MOU Fund - Department - Police								
	SALARY & WAGES / PAYROLL-REGULAR	258,830.77	277,489.84	-	-			-	
	SALARY & WAGES / INCENTIVE PAY	5,851.38	8,809.63	-	-			-	
	SALARY & WAGES / COMP TIME PAYOFF	4,851.05	5,214.89	-	-			-	
	SALARY & WAGES / VACATION PAYOFF	3,245.10	1,415.83	-	-			-	
	SALARY & WAGES / HOLIDAY PAYOFF	9,934.97	5,900.23	-	-			-	
	FRINGE BENEFITS / FICA	22,471.30	23,470.04	-	-			-	
	FRINGE BENEFITS / PERS	35,564.81	40,397.98	-	-			-	
	FRINGE BENEFITS / WORKERS COMP	26,742.07	29,126.08	-	-			-	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,544.34	1,682.23	-	-			-	
	FRINGE BENEFITS / LIFE INSURANCE	564.00	624.00	-	-			-	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	28,038.86	36,911.97	-	-			-	
	FRINGE BENEFITS / UNIFORM ALLOWANCE	5,223.41	5,297.26	-	-			-	
	Total Expenditures Fund 003 - Department 2289	**402,862.06**	**436,339.98**	-	-	-	-	-	
	Total Fund 003 - Riverside County MOU - Revenue	-	778,616.60	-	-	-	-	-	
	Total Fund 003 - Riverside County MOU - Expenditures	402,862.06	436,339.98	-	-	-	-	-	
	Net Fund 003 - Riverside County MOU Balance	(402,862.06)	342,276.62	-	-	-	-	-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Fund 005 - SA Admin Fund								
Revenue - SA Admin Fund - Department - City Manager - Economic Development								
INTERFUND TRANSFERS / TRANS-RDV OBLIG RETIRE FD	103,931.57	250,000.00	250,000.00	250,000.00	250,000.00		250,000.00	
Total Revenue Fund 005 - Department 1210	**103,931.57**	**250,000.00**	**250,000.00**	**250,000.00**	**250,000.00**	-	**250,000.00**	
Expenditures - SA Admin Fund - Department - City Manager - Economic Development								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	12,816.25	4,840.00	10,583.00	675.00	10,000.00		10,000.00	
CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	-	-	6,010.00	6,010.00	6,190.00		6,190.00	
DEBT SERVICE-PRINCIPAL / PRINCIPAL - GLICK NOTE	125,006.67	-	-	-			-	
DEBT SERVICE - INTEREST / INTEREST - GLICK NOTE	14,781.61	-	-	-			-	
Total Expenditures Fund 005 - Department 1210	**152,604.53**	**4,840.00**	**16,593.00**	**6,685.00**	**16,190.00**	-	**16,190.00**	
Total Fund 005 - SA Admin Fund - Revenue	103,931.57	250,000.00	250,000.00	250,000.00	250,000.00	-	250,000.00	
Total Fund 005 - SA Admin Fund - Expenditures	152,604.53	4,840.00	16,593.00	6,685.00	16,190.00	-	16,190.00	
Net Fund 005 - SA Admin Fund Balance	(48,672.96)	245,160.00	233,407.00	243,315.00	233,810.00	-	233,810.00	
Fund 100 - Gas Tax Street Fund								
Revenue - Gas Tax Street Fund - Department - Gas Tax - Street								
INTEREST / INVESTMENT INTEREST	789.96	330.80	600.00	22.03	600.00		600.00	
REVENUE FROM STATE / GAS TAX-SEC 2106	109,971.15	110,043.86	111,568.00	101,622.07	112,684.00		112,684.00	
REVENUE FROM STATE / GAS TAX-SEC 2107	219,657.65	219,417.11	221,921.00	194,238.17	224,140.00		224,140.00	
REVENUE FROM STATE / GAS TAX-SEC 2107.5	6,000.00	6,000.00	6,000.00	6,000.00	6,060.00		6,060.00	
REVENUE FROM STATE / ST. GASOLINE TAX-2105	173,253.77	168,595.86	178,867.00	155,574.05	180,656.00		180,656.00	
REVENUE FROM STATE / GAS TAX-SEC 2103	82,297.42	120,986.32	238,186.00	95,073.90	240,568.00		240,568.00	
REVENUE FROM STATE / CA DEPT OF TRANS GRANT	387.56	98,083.36	227,646.00	227,645.93	-		-	
REVENUE FROM STATE / CTC - ATP GRANT	-	-	140,466.00	89,602.31	941,534.00		941,534.00	
SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	6,981.30	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT	3,882.50	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / BEAUMONT COST-SHARE REI	6,579.79	6,548.65	790.00	1,036.64			-	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	4,267.60	-	-	5,829.18			-	
OTHER REVENUE / TUMF FUNDING	-	-	2,000,000.00	-			-	
INTERFUND TRANSFERS / TRANSFER-GENERAL FUND	164,325.00	437,378.09	164,325.00	-	164,325.00		164,325.00	
Total Revenue Fund 100 - Department 4900	**778,006.14**	**1,167,384.05**	**3,290,369.00**	**876,644.28**	**1,870,567.00**	-	**1,870,567.00**	
Expenditures - Gas Tax Street Fund - Department - Gas Tax - Street								
SALARY & WAGES / PAYROLL-REGULAR	305,558.19	330,709.05	363,236.00	357,017.88	371,509.00	82,109.00	453,618.00	
SALARY & WAGES / OVERTIME	10,373.95	7,958.32	10,000.00	15,388.63	11,000.00		11,000.00	
SALARY & WAGES / INCENTIVE PAY	2,686.06	2,748.74	2,367.00	2,961.67	2,876.00	(594.00)	2,282.00	
SALARY & WAGES / STANDBY PAY	14,284.23	13,798.40	10,000.00	19,248.10	10,000.00		10,000.00	
SALARY & WAGES / WORKING OUT OF CLASS	1,050.67	235.56	-	1,176.42			-	
SALARY & WAGES / COMP TIME PAYOFF	1,369.26	1,027.06	6,761.00	3,045.85	6,937.00	1,531.00	8,468.00	
SALARY & WAGES / VACATION PAYOFF	1,996.72	10,142.71	6,761.00	4,428.07	6,937.00	1,531.00	8,468.00	
SALARY & WAGES / SICK LEAVE PAYOFF	8,152.27	4,525.34	6,761.00	4,419.08	6,937.00	1,531.00	8,468.00	
SALARY & WAGES / HOLIDAY PAYOFF	2,892.70	9,845.94	6,761.00	2,825.26	6,937.00	1,531.00	8,468.00	
FRINGE BENEFITS / FICA	30,576.56	33,016.41	35,070.00	33,203.04	35,955.00	6,258.00	42,213.00	
FRINGE BENEFITS / PERS	72,548.49	97,003.51	111,536.00	105,127.04	129,601.00	4,733.00	134,334.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
FRINGE BENEFITS / WORKERS COMP	16,961.67	19,212.44	22,131.00	23,039.71	22,666.00	6,356.00	29,022.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,870.41	2,006.51	2,194.00	2,167.51	2,243.00	482.00	2,725.00	
FRINGE BENEFITS / LIFE INSURANCE	374.40	423.25	796.00	421.22	796.00	308.00	1,104.00	
FRINGE BENEFITS / HEALTH INSURANCE	-	(266.20)	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT	1,650.00	3,000.00	5,310.00	6,082.29	5,310.00	1,800.00	7,110.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	76,393.03	84,842.19	98,390.00	98,070.41	101,960.00	22,280.00	124,240.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	349.00	-	349.00	(40.00)	309.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	1,512.46	1,499.99	2,100.00	1,512.49	2,100.00	(360.00)	1,740.00	
FRINGE BENEFITS / BOOT ALLOWANCE	1,137.49	1,137.50	1,338.00	1,587.51	1,338.00	337.00	1,675.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(220.32)	-	(372.66)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	474.60	-	500.00	-	500.00		500.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	-	129.30	286.00	285.54	200.00	300.00	500.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	-	-	150.00	-	150.00		150.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	-	-	50.00	-	50.00		50.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	-	1,000.00	658.51	1,000.00		1,000.00	
CONTRACTUAL SERVICES / STAFF TRAINING	556.40	882.14	2,000.00	-	2,000.00		2,000.00	
CONTRACTUAL SERVICES / TREE TRIMMING SERVICE	4,975.00	-	44,799.00	31,649.00	12,500.00	20,000.00	32,500.00	There are several trees that are slated for removal/trimming.
CONTRACTUAL SERVICES / CONTRACT STRIPING	1,385.00	-	6,751.00	-	10,000.00	25,000.00	35,000.00	Increase in striping throughout City
CONTRACTUAL SERVICES / ALARM SERVICE	273.86	275.28	300.00	283.58	300.00		300.00	
CONTRACTUAL SERVICES / PAGING SERVICE	133.10	56.43	100.00	-	100.00		100.00	
CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	2,175.65	880.57	1,000.00	139.50	1,000.00		1,000.00	
CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	16,700.00	18,000.00	22,000.00	18,000.00	23,000.00		23,000.00	
CONTRACTUAL SERVICES / NPDES STORM WATER EXPENSE	-	-	38,000.00	17,771.42	38,000.00		38,000.00	
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	781.86	957.25	1,000.00	825.95	1,000.00		1,000.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	-	-	100.00	-	100.00		100.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	140.00	176.00	400.00	326.40	200.00		200.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	62.50	135.00	200.00	126.97	200.00		200.00	
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	1,123.36	473.86	600.00	523.04	618.00		618.00	
CONTRACTUAL SVC-UTILITIES / TRAFFIC SIGNAL ELECTRIC	14,521.74	14,290.67	13,500.00	16,571.19	13,500.00		13,500.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	1,573.58	1,677.18	1,500.00	1,439.95	1,500.00		1,500.00	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	282.62	391.53	400.00	550.07	400.00		400.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	101.51	612.97	600.00	1,627.64	500.00		500.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-TRFFC SIGN	18,833.72	24,780.72	27,444.00	20,623.33	25,000.00		25,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SIDEWALKS	267.00	1,994.51	1,061.00	534.39	2,000.00	23,000.00	25,000.00	Increase to fix broken sidewalks throughout City
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-OTHER	4,932.23	-	-	640.04			-	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-STORM DRAI	-	-	-	-		10,000.00	10,000.00	Installation of trash filters on inlets per new stormwater regulation (Trash Amendment)

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	-	-	25,290.00	10,260.90	17,686.00	15,131.00	32,817.00	Includes cost for 18/19 (full year) and 19/20 vehicles (1/2 the year)
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	8,000.00	690.63		37,500.00	37,500.00	Grant writers (7500) and Arborist (20,000) Public Outreach (10,000)
	CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	140.00	155.00	100.00	160.00	100.00		100.00	
	CONTRACT SVC-PROFESSIONAL / GEN PLAN TRAF CIRCUL	-	-	-	-		80,000.00	80,000.00	To revise circulation element for the realignment of Sun Lakes Boulevard
	CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	-	-	-	-		2,000.00	2,000.00	Aerial service
	STS/HIWAYS/STORM DRAINS / DEPARTMENTAL SUPPLIES	7,898.18	16,162.25	7,414.00	7,580.90	7,500.00	2,500.00	10,000.00	Expected increase in purchase of supplies
	DEPARTMENTAL SUPPLIES / HERBICIDES/WEED CONTROL	2,002.32	968.93	1,000.00	977.35	1,000.00	1,000.00	2,000.00	Increase in weed abatement
	SUPPLIES-TECHNICAL SPLS / GRAFFITI PAINT	893.86	1,375.18	1,750.00	-	1,750.00		1,750.00	
	SUPPLIES-TECHNICAL SPLS / STREET SWEEPER SUPPLIES	1,794.69	2,176.82	1,850.00	1,771.79	1,850.00		1,850.00	
	SUPPLIES-TECHNICAL SPLS / BITUMINOUS MATERIALS	779.97	1,550.02	3,000.00	-	1,500.00	1,500.00	3,000.00	Potholes
	SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	50.00	50.00	500.00	-	500.00		500.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	8,392.00	8,262.00	11,170.00	7,732.00	11,279.00	(1,219.00)	10,060.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	6,726.00	15,441.00	27,031.00	28,848.00	27,031.00	12,337.00	39,368.00	
	INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	7,765.00	8,371.00	10,929.00	7,318.00	11,159.00	1,833.00	12,992.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	56,645.00	27,178.00	197,746.00	246,824.00	204,139.00	(1,760.00)	202,379.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	6,616.00	7,820.00	11,140.00	6,966.00	11,767.00	3,203.00	14,970.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	70,138.92	77,324.00	81,977.00	58,175.00	105,248.00	12,388.00	117,636.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	17,449.00	16,655.00	21,533.00	14,044.00	21,905.00	(1,619.00)	20,286.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	13,511.00	14,580.00	14,332.00	10,033.00	14,123.00	1,333.00	15,456.00	
	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	405.00	-	939.00	938.73			-	
	NONCAPITALIZED ASSETS / STREET & TRAFFIC SIGNS	-	4,006.47	25,000.00	22,441.00	17,500.00	15,000.00	32,500.00	Increase in sign replacement program
	Total Expenditures Fund 100 - Department 4900	**822,504.82**	**890,435.48**	**1,306,303.00**	**1,218,687.34**	**1,315,306.00**	**389,220.00**	**1,704,526.00**	
	Total Fund 100 - Gas Tax Street Fund - Revenue	778,006.14	1,167,384.05	3,290,369.00	876,644.28	1,870,567.00	-	1,870,567.00	
	Tota l Fund 100 - Gas Tax Street Fund - Expenditures	822,504.82	890,435.48	1,306,303.00	1,218,687.34	1,315,306.00	389,220.00	1,704,526.00	
	Net Fund 100 - Gas Tax Street Fund Balance	(44,498.68)	276,948.57	1,984,065.93	(342,043.06)	555,261.00	(389,220.00)	121,041.00	
	Fund 101 - Measure A Street Fund								
	Revenue - Measure A Street Fund - Department - Gas Tax - Street								
	SALES & USE TAXES / MEASURE A SALES TAX	550,505.92	563,926.60	586,000.00	491,753.74	598,000.00		598,000.00	
	INTEREST / INVESTMENT INTEREST	8,403.02	15,801.70	18,000.00	30,323.90	6,750.00		6,750.00	
	Total Revenue Fund 101 - Department 4900	**558,908.94**	**579,728.30**	**604,000.00**	**522,077.64**	**604,750.00**	-	**604,750.00**	
	Expenditures - Measure A Street Fund - Department - Gas Tax - Street								
	CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	-	-	-	-			-	
	Total Expenditures Fund 101 - Department 4901	-	-	-	-	-	-	-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	Total Fund 101 - Measure A Street Fund - Revenue	558,908.94	579,728.30	604,000.00	522,077.64	604,750.00	-	604,750.00	
	Total Fund 101 - Measure A Street Fund - Expenditures	-	-	-	-	-	-	-	
	Net Fund 101 - Measure A Street Fund Balance	558,908.94	579,728.30	604,000.00	522,077.64	604,750.00	-	604,750.00	
	Fund 102 - RMRA (SB1) Gas Tax Fund								
	Revenue - RMRA (SB1) Gas Tax Fund - Department - Gas Tax - Street								
	REVENUE FROM STATE / SB1 RMRA GAS TAX REVENUE	-	182,044.68	515,917.00	428,000.51	521,076.00		521,076.00	
	REVENUE FROM STATE / SB1 LOAN REPYMT CH5 (3)	-	35,318.96	-	35,276.85			-	
	Total Revenue Fund 102	**-**	**217,363.64**	**515,917.00**	**463,277.36**	**521,076.00**	**-**	**521,076.00**	
	Expenditures - RMRA (SB1) Gas Tax Fund - Department - Gas Tax - Street								
	Capital Budget Report		-	-	-			-	
	Total Expenditures Fund 102 - Department 4900	-	-	-	-	-	-	-	
	Total Fund 102 - RMRA (SB1) Gas Tax Fund - Revenue	-	217,363.64	515,917.00	463,277.36	521,076.00	-	521,076.00	
	Total Fund 102 - RMRA (SB1) Gas Tax Fund - Expenditures	-	-	-	-	-	-	-	
	Net Fund 102 - RMRA (SB1) Gas Tax Fund Balance	-	217,363.64	515,917.00	463,277.36	521,076.00	-	521,076.00	
	Fund 103 - SB 300 Street Fund								
	Revenue - SB 300 Street Fund - Department - Gas Tax - Street								
	INTEREST / INVESTMENT INTEREST	(288.82)	589.61	-	968.91			-	
	Total Revenue Fund 103 - Department 4900	**(288.82)**	**589.61**	**-**	**968.91**	**-**	**-**	**-**	
	Expenditures - SB 300 Street Fund - Department - Gas Tax - Street								
	CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	-	-	-	-			-	
	Total Expenditures Fund 103 - Department 4900	-	-	-	-	-	-	-	
	Total Fund 103 - SB 300 Street Fund - Revenue	(288.82)	589.61	-	968.91	-	-	-	
	Total Fund 103 - SB 300 Street Fund - Expenditures	-	-	-	-	-	-	-	
	Net Fund 103 - SB 300 Street Fund Balance	(288.82)	589.61	-	968.91	-	-	-	
	Fund 104 - Article 3 Sidewalk Fund								
	Revenue - Article 3 Sidewalk Fund - Department - Gas Tax - Street								
	INTEREST / INVESTMENT INTEREST	0.03	-	-	-			-	
	Total Revenue Fund 104 - Department 4900	**0.03**	-	-	-	-	-	-	
	Expenditures - Article 3 Sidewalk Fund - Department - Gas Tax - Street								
	SUNDRY CHARGES/SPC PRGRMS / PRIOR PERIOD ADJUSTMENT	-	-	-	-			-	
	Total Expenditures Fund 104 - Department 4900	-	-	-	-	-	-	-	
	Total Fund 104 - Article 3 Sidewalk Fund - Revenue	0.03	-	-	-	-	-	-	
	Total Fund 104 - Article 3 Sidewalk Fund - Expenditures	-	-	-	-	-	-	-	
	Net Fund 104 - Article 3 Sidewalk Fund Balance	0.03	-	-	-	-	-	-	
	Fund 110 - CDBG Fund								
	Revenue - CDBG Fund - FY16 Grant								
	REVENUE FROM FEDERAL / FEDERAL C D B GRANTS	24,930.13	193,622.74	335,455.00	193,471.77			-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	Total Revenue Fund 110 - Department 5516	**24,930.13**	**193,622.74**	**335,455.00**	**193,471.77**	-	-	-	
Expenditures - CDBG Fund - FY16 Grant									
	Total Expenditures Fund 110 - Department 5516	-	-	-	-	-		-	
	Total Fund 110 - CDBG Fund - Revenue	24,930.13	193,622.74	335,455.00	193,471.77	-	-	-	
	Total Fund 110 - CDBG Fund - Expenditures	-	-	-	-	-	-	-	
	Net Fund 110 - CDBG Fund Balance	24,930.13	193,622.74	335,455.00	193,471.77	-	-	-	
Fund 111 - Landscape Maintenance									
Revenue - Landscape Maintenance - Department - Gas Tax - Street									
	OTHER TAXES-SPECIAL / SPECIAL BENEFIT ASSMT	137,207.26	136,555.82	139,293.00	135,951.09	141,382.00		141,382.00	
	OTHER TAXES-SPECIAL / TAX ASSMT SERVICE CHARGE	(749.51)	(578.73)	-	(527.72)	(750.00)		(750.00)	
	INTEREST / INVESTMENT INTEREST	1,298.63	2,980.21	2,850.00	4,749.01	1,250.00		1,250.00	
	Total Revenue Fund 111 - Department 4900	**137,756.38**	**138,957.30**	**142,143.00**	**140,172.38**	**141,882.00**	-	**141,882.00**	
Expenditures - Landscape Maintenance - Department - Gas Tax - Street									
	SALARY & WAGES / PAYROLL-REGULAR	-	-	13,066.00	13,386.70	13,390.00		13,390.00	
	SALARY & WAGES / OVERTIME	-	-	-	9.09			-	
	SALARY & WAGES / INCENTIVE PAY	-	-	186.00	185.03	186.00		186.00	
	SALARY & WAGES / COMP TIME PAYOFF	-	-	-	-		214.00	214.00	
	SALARY & WAGES / VACATION PAYOFF	-	-	-	259.94		214.00	214.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	-	-	-	-		214.00	214.00	
	SALARY & WAGES / HOLIDAY PAYOFF	-	-	-	103.98		214.00	214.00	
	FRINGE BENEFITS / FICA	-	-	906.00	1,079.49	906.00	19.00	925.00	
	FRINGE BENEFITS / PERS	-	-	1,171.00	1,220.47	1,260.00	31.00	1,291.00	
	FRINGE BENEFITS / WORKERS COMP	-	-	910.00	893.62	936.00		936.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	-	-	80.00	82.01	82.00		82.00	
	FRINGE BENEFITS / LIFE INSURANCE	-	-	94.00	54.62	94.00		94.00	
	FRINGE BENEFITS / UTILITY CREDIT	-	-	-	6.47			-	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	-	-	1,620.00	1,746.71	1,680.00		1,680.00	
	FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	12.00	-	12.00		12.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	-	-	150.00	-	150.00		150.00	
	FRINGE BENEFITS / BOOT ALLOWANCE	-	-	25.00	25.00	25.00		25.00	
	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	360.60	124.10	3,500.00	596.40	3,500.00	3,000.00	6,500.00	Increase for Prop 218 publishing and mailing
	CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	61,440.00	61,440.00	66,200.00	63,105.00	65,750.00		65,750.00	
	CONTRACTUAL SERVICES / COMPUTER SERVICES	937.50	913.75	1,150.00	63.75	1,250.00		1,250.00	
	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	24,646.06	26,621.27	55,000.00	56,425.68	36,050.00	28,000.00	64,050.00	Increase in water fees due to change in rate from municipal to retail
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-GRNDS/FIEL	5,934.20	18,089.13	15,280.00	14,980.92	6,279.00	16,221.00	22,500.00	Increase in budget per approved council action scheduled for 6/11/19
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	-	-		74,789.00	74,789.00	Funds to be rolled over from 18/19 per Reso 2019-42

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	103.00	122.00	-	-			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	272.00	259.00	-	-			-	
Total Expenditures Fund 111 - Department 4900	**93,693.36**	**107,569.25**	**159,350.00**	**154,224.88**	**131,550.00**	**122,916.00**	**254,466.00**	
Total Fund 111 - Landscape Maintenace - Revenue	137,756.38	138,957.30	142,143.00	140,172.38	141,882.00	-	141,882.00	
Total Fund 111 - Landscape Maintenace - Expenditures	93,693.36	107,569.25	159,350.00	154,224.88	131,550.00	122,916.00	254,466.00	
Net Fund 111 - Landscape Maintenace Balance	44,063.02	31,388.05	(17,207.00)	(14,052.50)	10,332.00	(122,916.00)	(112,584.00)	
Fund 132 - Air Quality Improvement Fund								
Revenue - Air Quality Improvement Fund - Department - Gas Tax - Street								
INTEREST / INVESTMENT INTEREST	41.78	682.88	950.00	1,623.62	300.00		300.00	
REVENUE FROM STATE / AB 2766 AQMD SUBVENTION	39,374.86	39,675.43	39,000.00	30,055.57	39,500.00		39,500.00	
REVENUE FROM STATE / AIR QUALITY IMPROV GRANT	30,000.00	-	-	-			-	
Total Revenue Fund 132 - Department 4900	**69,416.64**	**40,358.31**	**39,950.00**	**31,679.19**	**39,800.00**	**-**	**39,800.00**	
Expenditures - Air Quality Improvement Fund - Department - Gas Tax - Street								
SUNDRY CHARGES/SPC PRGRMS / JOINT AGENCY ASSESSMENT	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00		3,000.00	
Total Expenditures Fund 132 - Department 4900	**3,000.00**	**3,000.00**	**3,000.00**	**3,000.00**	**3,000.00**	**-**	**3,000.00**	
Total Fund 132 - Air Quality Improvement Fund - Revenue	69,416.64	40,358.31	39,950.00	31,679.19	39,800.00	-	39,800.00	
Total Fund 132 - Air Quality Improvement Fund - Expenditures	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	-	3,000.00	
Net Fund 132 - Air Quality Improvement Fund Balance	66,416.64	37,358.31	36,950.00	28,679.19	36,800.00	-	36,800.00	
Fund 140 - Asset Forfeiture/Police Fund								
Revenue - Asset Forfeiture/Police Fund - Department - Police								
INTEREST / INVESTMENT INTEREST	91.49	94.61	-	3,080.45			-	
SUNDRY CHARGES/SPC PRGRMS / ASSET FORFEITURE	41,524.22	300,424.19	-	3,481.23			-	
Total Revenue Fund 140 - Department 2200	**41,615.71**	**300,518.80**	**-**	**6,561.68**	**-**	**-**	**-**	
Expenditures - Asset Forfeiture/Police Fund - Department - Police								
SUNDRY CHARGES/SPC PRGRMS / ASSET SEIZURE DISBURSEM	-	66,598.38	-	-			-	
Total Expenditures Fund 140 - Department 2200	**-**	**66,598.38**	**-**	**-**	**-**	**-**	**-**	
Total Fund 140 - Asset Forfeiture/Police Fund - Revenue	41,615.71	300,518.80	-	6,561.68	-	-	-	
Total Fund 140 - Asset Forfeiture/Police Fund - Expenditures	-	66,598.38	-	-	-	-	-	
Net Fund 140 - Asset Forfeiture/Police Fund Balance	41,615.71	233,920.42	-	6,561.68	-	-	-	
Fund 148 - Supplemental Law Enforcement								
Revenue - Supplemental Law Enforcement - Department - Police								
INVESTMENT INTEREST	-	1,804.46	-	4,008.67			-	
COPS - AB3229	-	69,438.71	100,000.00	-	100,000.00		100,000.00	
INTEREST / INVESTMENT INTEREST	157.91	-	-	-			-	
REVENUE FROM COUNTY / COPS - AB3229	76,039.07	-	-	-			-	
INTEREST / INVESTMENT INTEREST	1,480.22	-	-	-			-	
REVENUE FROM COUNTY / COPS - AB3229	45,843.90	-	-	-			-	
INTEREST / INVESTMENT INTEREST	359.84	-	-	-			-	
Total Revenue Fund 148 - Department 2215	**123,880.94**	**71,243.17**	**100,000.00**	**4,008.67**	**100,000.00**	**-**	**100,000.00**	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Expenditurese - Supplemental Law Enforcement - Department - Police								
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-VEHICLES	-	10,153.35	38,401.00	833.04	100,000.00		100,000.00	
CONTRACTUAL SVCS-RENT/LSE / LEASE/PURCHASE PAYMENTS	-	1,243.12	1,233.00	-			-	
POLICE / DEPARTMENTAL SUPPLIES	-	2,710.24	-	-			-	
DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS	-	1,583.93	-	-			-	
DEPARTMENTAL SUPPLIES / SPECIAL DEPARTMENTAL SPLY		-	7,287.00	-			-	
NONCAPITALIZED ASSETS / RADIO EQUIPMENT/RADIOS	-	3,771.25	14,219.00	12,415.10			-	
Total Expenditures Fund 148 - Department 2200	**-**	**19,461.89**	**61,140.00**	**13,248.14**	**100,000.00**	**-**	**100,000.00**	
Total Fund 148 - Supplemental Law Enforcement - Revenue	123,880.94	71,243.17	100,000.00	4,008.67	100,000.00	-	100,000.00	
Total Fund 148 - Supplemental Law Enforcement - Expenditures	54,129.85	19,461.89	61,140.00	13,248.14	100,000.00	-	100,000.00	
Net Fund 148 - Supplemental Law Enforcement Balance	69,751.09	51,781.28	38,860.00	(9,239.47)	-	-	-	
Fund 190 - Banning Housing Authority Fund								
Revenue - Banning Housing Authority Fund - Department Housing Authority								
INTEREST / INVESTMENT INTEREST	0.08	-	-	-			-	
Total Revenue Fund 190 - Department 3900	**0.08**	**-**	**-**	**-**	**-**	**-**	**-**	
Expenditures - Banning Housing Authority Fund - Department Housing Authority								
Total Expenditures Fund 190 - Department 3900	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
Total Fund 190 - Banning Housing Authority Fund - Revenue	0.08	-	-	-	-	-	-	
Total Fund 190 - Banning Housing Authority Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 190 - Banning Housing Authority Fund Balance	0.08	-	-	-	-	-	-	
Fund 200 - Special Donation Fund								
Revenue - Special Donation Fund - Department - Special Donations								
SUNDRY CHARGES/SPC PRGRMS / DONATIONS-SENIOR CENTER	3,000.00	3,000.00	3,000.00	4,430.00	3,000.00		3,000.00	
SUNDRY CHARGES/SPC PRGRMS / DONATION-HOLIDAY LUNCHE	1,970.09	1,553.08	3,000.00	1,055.58	3,000.00		3,000.00	
SUNDRY CHARGES/SPC PRGRMS / DONAT'N RECREATION FEES	4,000.00	300.00	2,000.00	2,000.00	2,000.00		2,000.00	
SUNDRY CHARGES/SPC PRGRMS / DONATIONS-COMM. CENTER	-	-	-	370.00			-	
Total Revenue Fund 200 - Department 9100	**8,970.09**	**4,853.08**	**8,000.00**	**7,855.58**	**8,000.00**	**-**	**8,000.00**	
Expenditures - Special Donation Fund - Department - Special Donations								
DEPARTMENTAL SUPPLIES / HOLIDAY LUNCHEON	2,587.50	1,997.05	3,000.00	2,886.00	3,000.00		3,000.00	
SUNDRY CHARGES/SPC PRGRMS / RECREATION FEES	1,576.97	867.39	2,000.00	912.70	2,000.00		2,000.00	
SUNDRY CHARGES/SPC PRGRMS / FILL THE CUPBOARD PGM	(76.69)	(124.25)	-	(1,010.00)			-	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	1,376.44	1,460.66	3,000.00	1,434.45	3,000.00		3,000.00	
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	635.21	-	-			-	
Total Expenditures Fund 200 - Department 9100	**5,464.22**	**4,836.06**	**8,000.00**	**4,223.15**	**8,000.00**	**-**	**8,000.00**	
Total Fund 200 - Special Donation Fund - Revenue	8,970.09	4,853.08	8,000.00	7,855.58	8,000.00	-	8,000.00	
Total Fund 200 - Special Donation Fund - Expenditures	5,464.22	4,836.06	8,000.00	4,223.15	8,000.00	-	8,000.00	
Net Fund 200 - Special Donation Fund Balance	3,505.87	17.02	-	3,632.43	-	-	-	
Fund 201 - Senior Center Activities Fund								
Revenue - Senior Center Activities Fund - Department - Recreation - Senior Center								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTEREST / INVESTMENT INTEREST	160.87	319.30	150.00	512.21	150.00		150.00	
SUNDRY CHARGES/SPC PRGRMS / CHRISTMAS DINNER FUND	-	390.00	450.00	-	450.00		450.00	
Total Revenue Fund 201 - Department 4050	**160.87**	**709.30**	**600.00**	**512.21**	**600.00**	-	**600.00**	
Expenditures - Senior Center Activities Fund - Department - Recreation - Senior Center								
COMMUNITY PROMOTION / DEPARTMENTAL SUPPLIES	105.71	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / CHRISTMAS DINNER FUND	364.20	942.00	1,200.00	642.46	1,280.00		1,280.00	
NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	-	696.31	-	-			-	
Total Expenditures Fund 201 - Department 4050	**469.91**	**1,638.31**	**1,200.00**	**642.46**	**1,280.00**	-	**1,280.00**	
Revenue - Senior Center Activities Fund - Department - Recreation - Senior Center Advisory Board								
CHARGES FOR CURRENT SVC / ADVERTISEMENT	55.60	-	-	3.75			-	
SUNDRY CHARGES/SPC PRGRMS / DONATIONS	2,205.39	2,825.56	2,500.00	1,970.92	2,500.00		2,500.00	
SUNDRY CHARGES/SPC PRGRMS / SENIOR CITIZEN PROGRAMS	1,716.68	2,078.62	1,800.00	3,160.19	1,800.00		1,800.00	
SUNDRY CHARGES/SPC PRGRMS / BUS TRIPS	2,180.00	2,065.00	2,200.00	1,021.00	2,200.00		2,200.00	
SUNDRY CHARGES/SPC PRGRMS / SANTA'S SHOPPE	535.23	1,205.45	1,200.00	1,052.07	1,200.00		1,200.00	
Total Revenue Fund 201 - Department 4060	**6,692.90**	**8,174.63**	**7,700.00**	**7,207.93**	**7,700.00**	-	**7,700.00**	
Expenditures - Senior Center Activities Fund - Department - Recreation - Senior Center Advisory Board								
DEPARTMENTAL SUPPLIES / SENIOR PROGRAM SUPPLIES	1,896.54	2,249.64	2,900.00	1,574.85	2,820.00		2,820.00	
DEPARTMENTAL SUPPLIES / MUSICIANS/ENTERTAINERS	-	-	600.00	-	600.00		600.00	
SUNDRY CHARGES/SPC PRGRMS / BUS TRIPS	2,600.00	2,800.00	2,600.00	2,800.00	2,600.00		2,600.00	
SUNDRY CHARGES/SPC PRGRMS / SANTA'S SHOPPE	160.27	256.85	500.00	259.18	500.00		500.00	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	1,674.97	-	-			-	
CONTRACTUAL SERVICES / ALARM SERVICE	1,534.35	1,542.30	-	-	-		-	
CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	384.12	516.12	-	-			-	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	-	73.05	-	-	-		-	
RECREATION / DEPARTMENTAL SUPPLIES	117.99	231.46	500.00	-	500.00		500.00	
Total Expenditures Fund 201 - Department 4060	**6,693.27**	**9,344.39**	**7,100.00**	**4,634.03**	**7,020.00**	-	**7,020.00**	
Total Fund 201 - Senior Center Activities Fund - Revenue	6,853.77	8,883.93	8,300.00	7,720.14	8,300.00	-	8,300.00	
Total Fund 201 - Senior Center Activities Fund - Expenditures	7,163.18	10,982.70	8,300.00	5,276.49	8,300.00	-	8,300.00	
Net Fund 201 - Senior Center Activities Fund Balance	(309.41)	(2,098.77)	-	2,443.65	-	-	-	
Fund 202 - Animal Control Reserve Fund								
Revenue - Animal Control Reserve Fund - Department - Animal Control								
INTEREST / INVESTMENT INTEREST	19.93	40.65	-	66.81			-	
Total Revenue Fund 202 - Department 2300	**19.93**	**40.65**	-	**66.81**	-	-	-	
Expenditures - Animal Control Reserve Fund - Department - Animal Control								
Total Expenditures Fund 202 - Department 2300	-	-	-	-	-	-	-	
Total Fund 202 - Animal Control Reserve Fund - Revenue	19.93	40.65	-	66.81	-	-	-	
Total Fund 202 - Animal Control Reserve Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 202 - Animal Control Reserve Fund Balance	19.93	40.65	-	66.81	-	-	-	
Fund 203 - Police Volunteer Fund								
Revenue - Police Volunteer Fund - Department - Police								
INTEREST / INVESTMENT INTEREST	2.69	2.81	-	1.25			-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERFUND TRANSFERS / TRANSFER-GENERAL FUND	-	-	1,500.00	-	1,500.00		1,500.00	
Total Revenue Fund 203 - Department 2200	**2.69**	**2.81**	**1,500.00**	**1.25**	**1,500.00**	**-**	**1,500.00**	
Expenditures - Police Volunteer Fund - Department - Police								
COMMUNITY PROMOTION / DEPARTMENTAL SUPPLIES	156.59	123.84	750.00	11.23	750.00		750.00	
DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS	323.79	107.73	1,392.00	666.81	750.00		750.00	
Total Expenditures Fund 203 - Department 2200	**480.38**	**231.57**	**2,142.00**	**678.04**	**1,500.00**	**-**	**1,500.00**	
Total Fund 203 - Police Volunteer Fund - Revenue	2.69	2.81	1,500.00	1.25	1,500.00	-	1,500.00	
Total Fund 203 - Police Volunteer Fund - Expenditures	480.38	231.57	2,142.00	678.04	1,500.00	-	1,500.00	
Net Fund 203 - Police Volunteer Fund Balance	(477.69)	(228.76)	(642.00)	(676.79)	-	-	-	
Fund 300 - City Administration COP Debt Service Fund								
Revenue - City Administration COP Debt Service - Department - City Hall Construction								
INTEREST / INVESTMENT INTEREST	22.73	228.64	25.00	78.29	25.00		25.00	
OTHER INCOME / CITY HALL LEASE REVENUE	435,943.42	436,680.24	436,975.00	436,975.00	436,975.00		436,975.00	
Total Revenue Fund 300 - Department 6800	**435,966.15**	**436,908.88**	**437,000.00**	**437,053.29**	**437,000.00**	**-**	**437,000.00**	
Expenditures - City Administration COP Debt Service - Department - City Hall Construction								
DEBT SERVICE-PRINCIPAL / PRINCIPAL - BBVA COMPASS	372,387.91	386,483.37	402,028.00	401,112.36	417,246.00		417,246.00	
DEBT SERVICE - INTEREST / INTEREST - BBVA COMPASS	63,555.51	50,196.87	34,972.00	34,541.50	19,754.00		19,754.00	
Total Expenditures Fund 103 - Department 4900	**435,943.42**	**436,680.24**	**437,000.00**	**435,653.86**	**437,000.00**	**-**	**437,000.00**	
Total Fund 300 - City Administration COP Debt Service Fund - Revenue	435,966.15	436,908.88	437,000.00	437,053.29	437,000.00	-	437,000.00	
Total Fund 300 - City Administration COP Debt Service Fund - Expenditures	435,943.42	436,680.24	437,000.00	435,653.86	437,000.00	-	437,000.00	
Net Fund 300 - City Administration COP Debt Service Fund Balance	22.73	228.64	-	1,399.43	-	-	-	
Fund 360 - Sun Lakes CFD #86-1 Fund								
Revenue - Sun Lakes CFD #86-1 Fund - Department - HS Grade Separation								
INTEREST / INVESTMENT INTEREST	142.17	290.23	125.00	476.96	125.00		125.00	
Total Revenue Fund 360 - Department 6700	**142.17**	**290.23**	**125.00**	**476.96**	**125.00**	**-**	**125.00**	
Expenditures - Sun Lakes CFD #86-1 Fund - Department - HS Grade Separation								
Total Expenditures Fund 360- Department 6700	-	-	-	-	-	-	-	
Total Fund 360 - Sun Lakes CFD #86-1 Fund - Revenue	142.17	290.23	125.00	476.96	125.00	-	125.00	
Total Fund 360 - Sun Lakes CFD #86-1 Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 360 - Sun Lakes CFD #86-1 Fund Balance	142.17	290.23	125.00	476.96	125.00	-	125.00	
Fund 365 - Wilson Street #91-1 Assessment Debt Fund								
Revenue - Wilson Street #91-1 Assessment Debt Fund - Department - Gas Tax								
INTEREST / INVESTMENT INTEREST	298.37	608.01	255.00	986.21	255.00		255.00	
Total Revenue Fund 365 - Department 4900	**298.37**	**608.01**	**255.00**	**986.21**	**255.00**	**-**	**255.00**	
Expenditures - Wilson Street #91-1 Assessment Debt Fund - Department - Gas Tax								
Total Expenditures Fund 365 - Department 4900	-	-	-	-	-	-	-	
Total Fund 365 - Wilson Street #91-1 Assessment Debt Fund - Revenue	298.37	608.01	255.00	986.21	255.00	-	255.00	
Total Fund 365 - Wilson Street #91-1 Assessment Debt Fund - Expenditures	-	-	-	-	-	-	-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Net Fund 365 - Wilson Street #91-1 Assessment Debt Fund Balance	298.37	608.01	255.00	986.21	255.00	-	255.00	
Fund 370 - Area Police Computer Fund								
Revenue - Area Police Computer Fund - Department - Police								
INTEREST / INVESTMENT INTEREST	176.54	452.87	170.00	525.10	170.00		170.00	
SUNDRY CHARGES/SPC PRGRMS / COST-SHARING REIMB-CITI	36,376.00	25,960.00	25,334.00	25,333.00	25,334.00		25,334.00	
INTERFUND TRANSFERS / TRANSFER-GENERAL FUND	39,229.00	19,396.00	26,308.00	-	26,308.00		26,308.00	
Total Revenue Fund 370 - Department 2200	**75,781.54**	**45,808.87**	**51,812.00**	**25,858.10**	**51,812.00**	-	**51,812.00**	
Expenditures - Area Police Computer Fund - Department - Police								
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	12,396.64	11,607.42	23,003.00	6,895.16	23,003.00		23,003.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	19,275.93	-	19,835.00	19,663.37	19,835.00		19,835.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-HARDWARE	7,804.52	-	6,974.00	6,972.33	6,974.00		6,974.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMINISTRTN	2,000.00	2,000.00	2,000.00	-	2,000.00		2,000.00	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	3,909.85	-	-	-			-	
Total Expenditures Fund 370 - Department 2200	**45,386.94**	**13,607.42**	**51,812.00**	**33,530.86**	**51,812.00**	-	**51,812.00**	
Total Fund 370 - Area Police Computer Fund - Revenue	75,781.54	45,808.87	51,812.00	25,858.10	51,812.00	-	51,812.00	
Total Fund 370 - Area Police Computer Fund - Expenditures	45,386.94	13,607.42	51,812.00	33,530.86	51,812.00	-	51,812.00	
Net Fund 370 - Area Police Computer Fund Balance	30,394.60	32,201.45	-	(7,672.76)	-	-	-	
Fund 375 - Fair Oaks #2004-01 Assessment Debt Fund								
Revenue - Fair Oaks #2004-01 Assessment Debt Fund - Department - Tax								
OTHER TAXES-SPECIAL / SPECIAL BENEFIT ASSMT	202,418.08	196,017.88	197,170.00	194,636.52	198,489.00		198,489.00	
OTHER TAXES-SPECIAL / TAX ASSMT SERVICE CHARGE	(184.49)	(257.76)	(187.00)	(148.79)	(189.00)		(189.00)	
INTEREST / INVESTMENT INTEREST	438.68	977.74	450.00	1,269.93	450.00		450.00	
INTEREST / INT. EARNED-FISCAL AGENT	268.86	434.81	250.00	46.42	250.00		250.00	
Total Revenue Fund 375 - Department 4900	**202,941.13**	**197,172.67**	**197,683.00**	**195,804.08**	**199,000.00**	-	**199,000.00**	
Expenditures - Fair Oaks #2004-01 Assessment Debt Fund - Department - Tax								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	950.00	950.00	1,000.00	950.00	1,000.00		1,000.00	
CONTRACT SVC-PROFESSIONAL / ADMINISTRATION SERVICES	3,929.34	2,362.30	4,000.00	3,164.97	4,000.00		4,000.00	
CONTRACT SVC-PROFESSIONAL / DELINQUENCY NOTICES	-	42.00	200.00	52.75	200.00		200.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	8,300.00	8,300.00	8,300.00	-	8,300.00	-	8,300.00	
DEBT SERVICE-PRINCIPAL / PRINCIPAL-LIMIT OBL BONDS	70,000.00	90,000.00	75,000.00	75,000.00	80,000.00		80,000.00	
DEBT SERVICE - INTEREST / INTEREST-LIMIT OBL BONDS	112,945.00	109,645.00	106,158.00	105,397.50	102,475.00		102,475.00	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES	3,025.00	3,025.00	3,025.00	3,377.50	3,025.00		3,025.00	
Total Expenditures Fund 375 - Department 4900	**199,149.34**	**214,324.30**	**197,683.00**	**187,942.72**	**199,000.00**	-	**199,000.00**	
Total Fund 375 - Fair Oaks #2004-01 Assessment Debt Fund - Revenue	202,941.13	197,172.67	197,683.00	195,804.08	199,000.00	-	199,000.00	
Total Fund 375 - Fair Oaks #2004-01 Assessment Debt Fund - Expenditures	199,149.34	214,324.30	197,683.00	187,942.72	199,000.00	-	199,000.00	
Net Fund 375 - Fair Oaks #2004-01 Assessment Debt Fund Balance	3,791.79	(17,151.63)	-	7,861.36	-	-	-	
Fund 376 - Cameo Homes Fund								
Revenue - Cameo Homes Fund - Department - Tax								
INTEREST / INVESTMENT INTEREST	185.84	379.44	170.00	623.53	170.00		170.00	
Total Revenue Fund 376 - Department 4900	**185.84**	**379.44**	**170.00**	**623.53**	**170.00**	-	**170.00**	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Expenditures - Cameo Homes Fund - Department - Tax								
Total Expenditures Fund 376 - Department 4900	-	-	-	-	-	-	-	
Total Fund 376 - Cameo Homes Fund - Revenue	185.84	379.44	170.00	623.53	170.00	-	170.00	
Total Fund 376 - Cameo Homes Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 376 - Cameo Homes Fund Balance	185.84	379.44	170.00	623.53	170.00	-	170.00	
Fund 400 - Policies Facilities Development Fund								
Revenue- Policies Facilities Development Fund - Department - Police								
INTEREST / INVESTMENT INTEREST	58.37	169.46	-	284.58			-	
SUNDRY CHARGES/SPC PRGRMS / POLICE FACIL DVLP FEE	7,000.00	1,646.00	-	2,469.00			-	
Total Revenue Fund 400 - Department 2200	**7,058.37**	**1,815.46**	-	**2,753.58**	-	-	-	
Expenditures- Policies Facilities Development Fund - Department - Police								
Total Expenditures Fund 400 - Department 2200	-	-	-	-	-	-	-	
Total Fund 400 - Policies Facilities Development Fund - Revenue	7,058.37	1,815.46	-	2,753.58	-	-	-	
Total Fund 400 - Policies Facilities Development Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 400 - Policies Facilities Development Fund Balance	7,058.37	1,815.46	-	2,753.58	-	-	-	
Fund 410 - Fire Facilities Development Fund								
Revenue - Fire Facilities Development Fund - Department - Fire								
INTEREST / INVESTMENT INTEREST	3,859.31	8,025.30	3,000.00	13,186.36	3,000.00		3,000.00	
SUNDRY CHARGES/SPC PRGRMS / F/FACIL DVLP FEE	20,690.00	2,670.00	-	4,005.00			-	
Total Revenue Fund 410 - Department 2400	**24,549.31**	**10,695.30**	**3,000.00**	**17,191.36**	**3,000.00**	-	**3,000.00**	
Expenditures - Fire Facilities Development Fund - Department - Fire								
Total Expenditures Fund 410 - Department 2400	-	-	-	-	-	-	-	
Total Fund 410 - Fire Facilities Development Fund - Revenue	24,549.31	10,695.30	3,000.00	17,191.36	3,000.00	-	3,000.00	
Total Fund 410 - Fire Facilities Development Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 410 - Fire Facilities Development Fund Balance	24,549.31	10,695.30	3,000.00	17,191.36	3,000.00	-	3,000.00	
Fund 420 - Traffic Control Facility Fund								
Revenue - Traffic Control Facility Fund - Department - Gas Tax								
INTEREST / INVESTMENT INTEREST	1,800.32	3,762.17	3,650.00	6,169.91	1,750.00		1,750.00	
SUNDRY CHARGES/SPC PRGRMS / TRAFFIC CONTROL FACIL F	14,172.00	500.00	500.00	750.00	-		-	
Total Revenue Fund 420 - Department 4900	**15,972.32**	**4,262.17**	**4,150.00**	**6,919.91**	**1,750.00**	-	**1,750.00**	
Expenditures - Traffic Control Facility Fund - Department - Gas Tax								
Total Expenditures Fund 420 - Department 4900	-	-	-	-	-	-	-	
Total Fund 420 - Traffic Control Facility Fund - Revenue	15,972.32	4,262.17	4,150.00	6,919.91	1,750.00	-	1,750.00	
Total Fund 420 - Traffic Control Facility Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 420 - Traffic Control Facility Fund Balance	15,972.32	4,262.17	4,150.00	6,919.91	1,750.00	-	1,750.00	
Fund 421 - Ramsey/Highland Home Road Signal Fund								
Revenue - Ramsey/Highland Home Road Signal Fund - Department - Gas Tax								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTEREST / INVESTMENT INTEREST	327.57	668.76	651.00	1,098.96	310.00		310.00	
Total Revenue Fund 421 - Department 4900	**327.57**	**668.76**	**651.00**	**1,098.96**	**310.00**	-	**310.00**	
Expenditures - Ramsey/Highland Home Road Signal Fund - Department - Gas Tax								
Total Expenditures Fund 421 - Department 4900	-	-	-	-	-	-	-	
Total Fund 421 - Ramsey/Highland Home Road Signal Fund - Revenue	327.57	668.76	651.00	1,098.96	310.00	-	310.00	
Total Fund 421 - Ramsey/Highland Home Road Signal Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 421 - Ramsey/Highland Home Road Signal Fund Balance	327.57	668.76	651.00	1,098.96	310.00	-	310.00	
Fund 430 - General Facilities Fund								
Revenue - General Facilities Fund - Department - General Facilities								
INTEREST / INVESTMENT INTEREST	1,761.62	3,456.43	1,400.00	5,665.00	1,400.00		1,400.00	
SUNDRY CHARGES/SPC PRGRMS / GENERAL FACILITIES FEES	7,463.00	956.00	-	1,434.00			-	
Total Revenue Fund 430 - Department 2900	**9,224.62**	**4,412.43**	**1,400.00**	**7,099.00**	**1,400.00**	-	**1,400.00**	
Expenditures - General Facilities Fund - Department - General Facilities								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	10,984.15	2,832.74	201,183.00	-			-	
Total Expenditures Fund 430 - Department 2900	**10,984.15**	**2,832.74**	**201,183.00**	-	-	-	-	
Total Fund 430 - General Facilities Fund - Revenue	9,224.62	4,412.43	1,400.00	7,099.00	1,400.00	-	1,400.00	
Total Fund 430 - General Facilities Fund - Expenditures	10,984.15	2,832.74	201,183.00	-	-	-	-	
Net Fund 430 - General Facilities Fund Balance	(1,759.53)	1,579.69	(199,783.00)	7,099.00	1,400.00	-	1,400.00	
Fund 441 - Sunset Grade Separation Fund								
Revenue - Sunset Grade Separation Fund - Department - Sunset Grade Separation								
OTHER REVENUE / TUMF FUNDING	1,531,546.00	158,753.00	-	-			-	
Total Revenue Fund 441 - Department 6500	**1,531,546.00**	**158,753.00**	-	-	-	-	-	
Expenditures - Sunset Grade Separation Fund - Department - Sunset Grade Separation								
Total Expenditures Fund 441 - Department 6500	-	-	-	-	-	-	-	
			-				-	
Total Fund 441 - Sunset Grade Separation Fund - Revenue	1,531,546.00	158,753.00	-	-	-	-	-	
Total Fund 441 - Sunset Grade Separation Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 441 - Sunset Grade Separation Fund Balance	1,278,327.17	158,753.00	-	-	-	-	-	
Fund 444 - Wilson Median Fund								
Revenue - Wilson Median Fund - department - Gas Tax								
INTEREST / INVESTMENT INTEREST	1,532.83	3,129.24	3,043.00	5,142.37	1,450.00		1,450.00	
Total Revenue Fund 444 - Department 4900	**1,532.83**	**3,129.24**	**3,043.00**	**5,142.37**	**1,450.00**	-	**1,450.00**	
Total Fund 444 - Wilson Median Fund - Revenue	1,532.83	1,326.88	3,043.00	5,142.37	1,450.00	-	1,450.00	
Total Fund 444 - Wilson Median Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 444 - Wilson Median Fund Balance	1,532.83	1,326.88	**3,043.00**	**5,142.37**	**1,450.00**	-	**1,450.00**	
Fund 451 - Park Development Fund								
Revenue - Park Development Fund - Department - Parks								
INTEREST / INVESTMENT INTEREST	518.53	1,040.22	-	1,783.72			-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
REVENUE FROM COUNTY / WRCOG GRANT	39,300.00	59,672.40	-	8,991.84			-	
SUNDRY CHARGES/SPC PRGRMS / PARKLAND DEDICATION FEE	4,833.36	3,910.00	-	5,865.00			-	
Total Revenue Fund 451 - Department 3600	**44,651.89**	**64,622.62**	-	**16,640.56**	-	-	-	
Expenditures - Park Development Fund - Department - Parks								
Total Expenditures Fund 451 - Department 3600	-	-	-	-	-	-	-	
Total Fund 451 - Park Development Fund - Revenue	44,651.89	64,622.62	-	16,640.56	-	-	-	
Total Fund 451 - Park Development Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 451 - Park Development Fund Balance	44,651.89	64,622.62	-	16,640.56	-	-	-	
Fund 480 - BEA Capital Projects Fund - Changed to FUND 840								
Revenue - BEA Capital Projects Fund - Department - Tax Allocation Bonds								
INTEREST / INVESTMENT INTEREST	882.63	7,082.51	-	-			-	
INTEREST / INT. EARNED-FISCAL AGENT	9,857.53	15,871.34	-	-			-	
Total Revenue Fund 480 - Department 9500	**10,740.16**	**22,953.85**	-	-	-	-	-	
Expenditures - BEA Capital Projects Fund - Department - Tax Allocation Bonds								
Total Expenditures Fund 480 - Department 9500	-	-	-	-	-	-	-	
Total Fund 480 - BEA Capital Projects Fund - Revenue	10,740.16	22,953.85	-	-	-	-	-	
Total Fund 480 - BEA Capital Projects Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 480 - BEA Capital Projects Fund Balance	10,740.16	22,953.85	-	-	-	-	-	
Fund 481 - BEA L/M Capital Projects Fund - Changed to FUND 841								
Revenue - BEA L/M Capital Projects Fund - Department - SA-Low/Mod								
INTEREST / INVESTMENT INTEREST	2,148.81	3,996.79	-	-			-	
Total Revenue Fund 481 - Department 9700	**2,148.81**	**3,996.79**	-	-	-	-	-	
Expenditures - BEA L/M Capital Projects Fund - Department - SA-Low/Mod								
Total Expenditures Fund 481 - Department 9700	-	-	-	-	-	-	-	
Total Fund 481 - BEA L/M Capital Projects Fund - Revenue	2,148.81	3,996.79	-	-	-	-	-	
Total Fund 481 - BEA L/M Capital Projects Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 481 - BEA L/M Capital Projects Fund Balance	2,148.81	3,996.79	-	-	-	-	-	
Fund 600 - Airport Fund								
Revenue - Airport Fund - Department - Airport								
INTEREST / INVESTMENT INTEREST	21.41	495.81	240.00	257.21	150.00		150.00	
OTHER INCOME / HANGAR RENTS-CITY	110,609.50	133,417.18	144,000.00	122,759.34	121,000.00	8,000.00	129,000.00	Based on incoming revenues with rate increase
OTHER INCOME / TIEDOWNS-TEMPORARY	89.50	-	4.00	4.00			-	
OTHER INCOME / OTHER AIRPORT RENTALS	800.00	600.00	500.00	600.00	500.00		500.00	
REVENUE FROM STATE / CA DEPT OF TRANS GRANT	-	6,327.00	-	-			-	
CHARGES FOR CURRENT SVC / AVIATION FUEL SALES	51,231.46	98,682.47	70,000.00	60,541.65	60,000.00	5,000.00	65,000.00	Based on FY18/19 projected end amount.
CHARGES FOR CURRENT SVC / OTHER SALES/SERVICES	-	31.50	10.00	9.00			-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
SUNDRY CHARGES/SPC PRGRMS / CASH OVER/SHORT	43.09	182.80	100.00	136.89			-	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	(1.29)	-	-			-	
Total Revenue Fund 600 - Department 5100	**162,794.96**	**239,735.47**	**214,854.00**	**184,308.09**	**181,650.00**	**13,000.00**	**194,650.00**	
Expenditures								
SALARY & WAGES / PAYROLL-REGULAR	22,348.59	24,905.37	27,613.00	27,913.71	29,620.00	4,818.00	34,438.00	Increase - New CIP Associate Engineer w/ 5% allocated to airport
SALARY & WAGES / OVERTIME	4.88	6.52	50.00	4.54	50.00		50.00	
SALARY & WAGES / INCENTIVE PAY	465.19	483.89	355.00	359.94	155.00		155.00	
SALARY & WAGES / WORKING OUT OF CLASS	-	-	-	25.80			-	
SALARY & WAGES / COMP TIME PAYOFF	302.17	130.56	367.00	341.96	174.00	85.00	259.00	
SALARY & WAGES / VACATION PAYOFF	261.11	201.90	367.00	284.05	174.00	85.00	259.00	
SALARY & WAGES / SICK LEAVE PAYOFF	248.29	313.33	167.00	77.04	174.00	85.00	259.00	
SALARY & WAGES / HOLIDAY PAYOFF	130.56	580.13	167.00	98.58	174.00	85.00	259.00	
FRINGE BENEFITS / FICA	1,706.36	1,888.46	1,821.00	2,143.64	1,964.00	158.00	2,122.00	
FRINGE BENEFITS / PERS	5,341.55	9,198.97	10,616.00	10,006.15	12,540.00	150.00	12,690.00	
FRINGE BENEFITS / WORKERS COMP	953.84	1,120.94	1,320.00	1,241.37	1,408.00	367.00	1,775.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	136.29	151.36	168.00	171.15	181.00	29.00	210.00	
FRINGE BENEFITS / LIFE INSURANCE	19.44	26.92	66.00	39.06	66.00	46.00	112.00	
FRINGE BENEFITS / UTILITY ALLOWANCE	-	-	-	3.24			-	
FRINGE BENEFITS / BENEFIT ALLOWANCE	903.67	1,107.18	1,210.00	1,366.07	1,240.00	840.00	2,080.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	136.13	135.00	135.00	68.75	135.00	75.00	210.00	
FRINGE BENEFITS / BOOT ALLOWANCE	-	-	19.00	12.51	19.00	6.00	25.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(8.76)	-	(4.40)			-	
CONTRACTUAL SERVICES / STAFF TRAINING	-	-	-	50.00			-	
CONTRACTUAL SERVICES / ALARM SERVICE	764.28	768.24	798.00	797.22	780.00	30.00	810.00	
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	12,832.57	12,141.29	13,000.00	12,138.41	13,000.00		13,000.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	384.30	-	750.00	-	750.00	(750.00)	-	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	268.36	263.45	350.00	355.15	350.00	50.00	400.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-GRNDS/FIEL	1,094.80	622.45	1,500.00	1,440.00	1,500.00	1,500.00	3,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	2,006.81	91.41	14,982.00	-	2,000.00	3,000.00	5,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	9,832.60	8,559.55	10,435.00	8,942.31	10,000.00	1,000.00	11,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-FENCING	-	-	5,000.00	-		1,500.00	1,500.00	Work on gate motors
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	-	300.00		610.00	610.00	OpenGov 225, Executime250, Pension & Labor costing modules (GovInvest/AdastraGov) 135
CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	-	9.99	-	-			-	
AIRPORTS / DEPARTMENTAL SUPPLIES	418.73	266.52	750.00	138.20	750.00		750.00	
DEPARTMENTAL SUPPLIES / AVIATION FUEL	43,366.61	85,099.55	60,000.00	30,702.56	62,500.00		62,500.00	
SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	9,183.10	9,263.42	7,200.00	8,201.10	7,200.00		7,200.00	
SUNDRY CHARGES/SPC PRGRMS / CREDIT CARD FEES	1,063.30	2,170.55	1,600.00	1,363.54	1,600.00		1,600.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	1,317.00	1,296.00	1,522.00	1,054.00	1,537.00	381.00	1,918.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	1,055.00	2,422.00	3,720.00	3,971.00	3,720.00	2,777.00	6,497.00	Can this be reduced? No, and based on actuals it's going up
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	1,033.00	1,099.00	1,490.00	998.00	1,521.00	957.00	2,478.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	9,011.00	7,981.00	20,000.00	20,000.00	20,000.00		20,000.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	1,274.00	1,506.00	4,326.00	2,705.00	4,569.00	1,786.00	6,355.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	3,361.00	3,208.00	2,988.00	1,949.00	3,040.00	770.00	3,810.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	2,146.00	2,317.00	1,736.00	1,215.00	1,711.00	796.00	2,507.00	
Total Expenditures Fund 600 - Department 5100	**133,370.53**	**179,327.19**	**196,588.00**	**140,473.65**	**184,602.00**	**21,236.00**	**205,838.00**	
Total Fund 600 - Airport Fund - Revenue	162,794.96	239,735.47	214,854.00	184,308.09	181,650.00	13,000.00	194,650.00	
Total Fund 600 - Airport Fund - Expenditures	133,370.53	179,327.19	196,588.00	140,473.65	184,602.00	21,236.00	205,838.00	
Net Fund 600 - Airport Fund Balance	29,424.43	60,408.28	18,266.00	43,834.44	(2,952.00)	(8,236.00)	(11,188.00)	
Fund 610 - Transit Fund								
Revenue - Transit Fund								
OTHER TAXES / TRANSIT-SB325 ART 4	1,253,648.26	1,376,022.56	1,187,294.00	1,126,534.45	1,502,457.00	(200,960.00)	1,301,497.00	Reduction due to ridership levels
INTEREST / INVESTMENT INTEREST	(1,310.25)	1,740.37	1,100.00	2,289.11	1,100.00		1,100.00	
REVENUE FROM STATE / CAPITAL GRANT - STA	444,334.13	471,195.66	475,000.00	-	75,000.00	325,000.00	400,000.00	Added $325000 from Short Range Transit Plan designated for CNG Facility
REVENUE FROM STATE / STATE HOMELAND SEC GRANT	-	-	35,443.00	-			-	
REVENUE FROM STATE / CA EMER MGMT SYSTEM	-	-	48,689.00	-			-	
REVENUE FROM FEDERAL / FED EXCISE TAX REFUND	27,537.12	30,108.19	-	-			-	
CHARGES FOR CURRENT SVC / MISC TRANSIT	-	-	-	-		37,740.00	37,740.00	State of Good Repair (FY18/19 - budgeting this line item, if new GL is needed, then will move funds to that GL line item (LCTOP)
CHARGES FOR CURRENT SVC / TRANSIT FARES	83,785.65	76,708.92	146,720.00	75,068.50	136,000.00	(10,642.00)	125,358.00	An increase is expected due to elimination of Pass Transit, however, decreasing from original budgeted amount due to reduction in ridership
CHARGES FOR CURRENT SVC / BUS PASSES	22,821.65	18,281.95	30,000.00	14,188.50	32,000.00	(2,660.00)	29,340.00	same as abote
SUNDRY CHARGES/SPC PRGRMS / GAIN ON SALE OF ASSET	820.00	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	-	-	-	190.54			-	
INTERFUND TRANSFERS / TRANSFER-GENERAL FUND	-	18,000.00	-	-			-	
Total Revenue Fund 610 - Department 5800	**1,831,636.56**	**1,992,057.65**	**1,924,246.00**	**1,218,271.10**	**1,746,557.00**	**148,478.00**	**1,895,035.00**	
Expenditures - Transit Fund								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
SALARY & WAGES / PAYROLL-REGULAR		587,153.51	588,465.19	672,187.00	577,325.80	204,282.00	416,516.00	620,798.00	Revisions required to reflect salary changes due to transfer. Additionally, there is an error in the approved salary/wage budget; see previous year. - Should have been $704,282 - Salary for FY19-20 reduced to reflect reallocations of employees out of Transit to General Fund.
SALARY & WAGES / OVERTIME		34,496.95	51,352.04	35,000.00	36,266.76	36,050.00		36,050.00	
SALARY & WAGES / INCENTIVE PAY		3,046.24	3,149.92	1,500.00	1,370.83	1,500.00	(1,112.00)	388.00	
SALARY & WAGES / EDUCATION INCENTIVE BONUS		-	-	-	109.60			-	
SALARY & WAGES / COMP TIME PAYOFF		2,800.98	4,290.56	10,861.00	16,923.50	12,082.00	(3,032.00)	9,050.00	
SALARY & WAGES / VACATION PAYOFF		5,778.33	9,665.35	10,861.00	15,690.93	12,082.00	(3,032.00)	9,050.00	
SALARY & WAGES / SICK LEAVE PAYOFF		3,055.00	10,528.85	10,861.00	10,574.39	12,082.00	(3,032.00)	9,050.00	
SALARY & WAGES / HOLIDAY PAYOFF		6,207.67	11,543.39	10,861.00	6,465.20	12,082.00	(3,032.00)	9,050.00	
SALARY & WAGES / RTA MEETING REIMBURSEMENT		80.00	-	-	-			-	
FRINGE BENEFITS / FICA		51,631.34	54,537.82	62,676.00	50,803.03	66,033.00	(10,951.00)	55,082.00	
FRINGE BENEFITS / PERS		134,481.69	122,115.79	139,865.00	125,643.80	162,097.00	(12,886.00)	149,211.00	
FRINGE BENEFITS / WORKERS COMP		42,738.96	41,913.58	47,133.00	40,720.18	49,545.00	(1,937.00)	47,608.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE		3,542.04	3,540.51	4,052.00	3,475.27	4,245.00	(505.00)	3,740.00	
FRINGE BENEFITS / LIFE INSURANCE		388.80	483.56	1,217.00	545.98	1,217.00	(749.00)	468.00	
FRINGE BENEFITS / HEALTH INSURANCE		-	527.08	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT		7,012.44	6,181.04	6,840.00	6,607.51	6,840.00	(2,520.00)	4,320.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE		147,962.40	160,156.83	177,670.00	160,266.64	183,880.00	(34,040.00)	149,840.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE		123.63	(123.63)	1,726.00	-	1,617.00	(525.00)	1,092.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE		3,112.49	2,899.99	3,900.00	3,308.36	3,900.00	(2,400.00)	1,500.00	
FRINGE BENEFITS / BOOT ALLOWANCE		2,174.98	2,000.00	2,000.00	3,292.29	2,000.00	100.00	2,100.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW		(1,091.88)	(631.42)	-	(817.19)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING		-	250.00	750.00	-	750.00		750.00	
CONTRACTUAL SERVICES / PRINTING/BINDING		3,028.48	2,260.91	2,500.00	1,763.22	2,500.00		2,500.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS		820.00	485.00	850.00	510.00	850.00		850.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS		-	81.41	75.00	-	75.00		75.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES		-	830.96	1,500.00	40.00	1,500.00		1,500.00	
CONTRACTUAL SERVICES / STAFF TRAINING		1,923.00	140.00	2,500.00	900.00	2,500.00		2,500.00	
CONTRACTUAL SERVICES / LAUNDRY/CLEANING		643.89	1,136.93	800.00	908.55	800.00		800.00	
CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS		473.45	-	-	-			-	
CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE		2,565.60	2,566.08	2,800.00	2,566.08	2,800.00		2,800.00	
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT		2,958.15	4,004.08	3,500.00	2,536.10	3,500.00		3,500.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT		498.73	902.37	500.00	57.71	500.00		500.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS		730.00	912.00	800.00	464.00	800.00		800.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	-	500.00	484.00	500.00		500.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	1,875.47	2,303.68	3,000.00	2,105.75	3,000.00		3,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUS SHELTE	-	-	-	-		5,000.00	5,000.00	Advertisement fixtures for bus shelters
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	3,878.43	3,159.79	8,241.00	6,706.74	4,000.00		4,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-RADIOS	-	-	1,500.00	-	1,500.00		1,500.00	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	1,102.19	1,011.55	2,203.00	919.71	1,200.00		1,200.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	-	5,400.00		25,980.00	25,980.00	OpenGov 4050, Executime 4500, Pension & Labor costing modules (GovInvest/AdastraGov) 2430, transit rebranding 15000
CONTRACT SVC-PROFESSIONAL / CUSTODIAN EXPENSES	1,359.86	-	2,000.00	53.86	2,000.00	5,000.00	7,000.00	On going cleaning of buses
CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	280.00	230.00	500.00	240.00	300.00		300.00	
PUBLIC TRANSIT / DEPARTMENTAL SUPPLIES	1,887.04	2,364.90	4,000.00	4,866.58	4,000.00		4,000.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	296.66	170.76	500.00	109.41	600.00		600.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMINISTRTN	4,500.00	4,500.00	-	-			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	21,605.00	21,269.00	29,635.00	20,515.00	29,924.00	655.00	30,579.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	17,317.00	39,753.00	37,067.00	39,560.00	37,067.00	16,166.00	53,233.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	16,737.00	17,793.00	28,998.00	19,416.00	29,607.00	5,363.00	34,970.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	5,293.00	2,660.00	51,139.00	63,831.00	52,793.00	(267.00)	52,526.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	16,323.00	19,293.00	8,553.00	5,347.00	9,033.00	243.00	9,276.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	173,077.40	214,807.00	261,471.00	185,556.00	236,080.00	48,092.00	284,172.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	43,048.00	41,089.00	55,548.00	36,227.00	56,505.00	(3,581.00)	52,924.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	31,795.00	34,320.00	33,501.00	23,451.00	33,012.00	3,279.00	36,291.00	
INTERFD LOAN PYMTS-PRIN. / LOAN REPMT-GEN FD #1	-	-	83,759.00	-			-	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	413.84	895.80	-	-			-	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	1,414.15	2,928.95	-	-			-	
NONCAPITALIZED ASSETS / AUTOMOTIVE EQUIPMENT	-	1,126.32	-	-			-	
NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	548.82	-	-	-			-	
Total Expenditures Fund 610 - Department 5800	**1,391,088.73**	**1,495,841.94**	**1,827,900.00**	**1,483,107.59**	**1,289,230.00**	**442,793.00**	**1,732,023.00**	
Revenue - Transit Fund - Department - Dial-A-Ride								
OTHER TAXES / TRANSIT-SB325 ART 4	138,075.13	52,289.63	230,000.00	183,389.32	241,500.00	(32,714.00)	208,786.00	Reduction due to ridership levels
CHARGES FOR CURRENT SVC / DIAL-A-RIDE RECEIPTS	23,504.76	22,881.38	24,000.00	19,550.34	26,000.00	(2,165.00)	23,835.00	
Total Revenue Fund 610 - Department 5850	**161,579.89**	**75,171.01**	**254,000.00**	**202,939.66**	**267,500.00**	**(34,879.00)**	**232,621.00**	
Expenditures - Transit Fund - Department - Dial-A-Ride								
SALARY & WAGES / PAYROLL-REGULAR	44,250.27	51,293.20	32,657.00	35,383.38	53,285.00	5,279.00	58,564.00	Revisions required to reflect salary changes due to transfer and reallocation of personnel
SALARY & WAGES / OVERTIME	1,403.04	1,299.12	1,500.00	2,659.56	1,500.00		1,500.00	
SALARY & WAGES / INCENTIVE PAY	-	-	-	-		172.00	172.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
SALARY & WAGES / COMP TIME PAYOFF	-	-	-	-		447.00	447.00	
SALARY & WAGES / VACATION PAYOFF	-	-	-	-		447.00	447.00	
SALARY & WAGES / SICK LEAVE PAYOFF	-	-	-	-		447.00	447.00	
SALARY & WAGES / HOLIDAY PAYOFF	-	-	-	-		447.00	447.00	
FRINGE BENEFITS / FICA	2,134.12	2,701.93	2,627.00	756.74	4,205.00	418.00	4,623.00	
FRINGE BENEFITS / PERS	6,421.59	10,075.52	10,141.00	8,647.26	12,022.00	157.00	12,179.00	
FRINGE BENEFITS / WORKERS COMP	2,404.23	3,349.61	1,625.00	2,879.32	1,726.00	1,336.00	3,062.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	269.90	311.81	199.00	213.63	212.00	145.00	357.00	
FRINGE BENEFITS / LIFE INSURANCE	-	-	-	-		140.00	140.00	
FRINGE BENEFITS / UTILITY CREDIT	-	-	-	-		180.00	180.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	-	-	-	675.00		4,360.00	4,360.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	180.00	-	180.00	(180.00)	-	
FRINGE BENEFITS / VEHICLE ALLOWANCE	-	-	-	-		450.00	450.00	
FRINGE BENEFITS / BOOT ALLOWANCE	-	-	-	250.01		25.00	25.00	
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	342.27	287.14	500.00	186.78	500.00		500.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	31.08	-	150.00	-	150.00		150.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	725.86	630.42	1,000.00	649.94	1,000.00		1,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	806.61	56.94	1,000.00	-	1,000.00		1,000.00	
CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	35.00	35.00	225.00	-	225.00		225.00	
PUBLIC TRANSIT / DEPARTMENTAL SUPPLIES	856.62	342.28	2,000.00	40.41	2,000.00		2,000.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMINISTRTN	1,000.00	1,000.00	-	-			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	2,287.00	2,252.00	3,603.00	2,494.00	3,638.00	1,619.00	5,257.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	1,833.00	4,208.00	4,507.00	4,809.00	4,507.00	5,830.00	10,337.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	1,772.00	1,884.00	3,526.00	2,361.00	3,600.00	3,190.00	6,790.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	1,008.00	507.00	9,741.00	12,159.00	10,056.00	(51.00)	10,005.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	1,770.00	2,093.00	1,383.00	865.00	1,461.00	224.00	1,685.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	84,034.30	90,259.00	120,862.00	85,771.00	109,125.00	34,528.00	143,653.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	4,669.00	4,457.00	6,745.00	4,399.00	6,861.00	3,120.00	9,981.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	3,526.00	3,806.00	4,449.00	3,114.00	4,384.00	2,783.00	7,167.00	
Total Expenditures Fund 610 - Department 5850	**161,579.89**	**180,848.97**	**208,620.00**	**168,314.03**	**221,637.00**	**65,513.00**	**287,150.00**	
Total Fund 610 - Transit Fund - Revenue	1,993,216.45	2,067,228.66	2,178,246.00	1,421,210.76	2,014,057.00	113,599.00	2,127,656.00	Matches Short Range Transit Plan
Total Fund 610 - Transit Fund - Expenditures	1,552,668.62	1,676,690.91	2,036,520.00	1,651,421.62	1,510,867.00	508,306.00	2,019,173.00	
Net Fund 610 - Transit Fund Balance	440,547.83	390,537.75	141,726.00	(230,210.86)	503,190.00	(394,707.00)	108,483.00	
Fund 670 - Electric Fund								
Revenue - Electric Fund - Department - Electric								
INTEREST / INVESTMENT INTEREST	42,478.89	118,784.80	60,000.00	189,774.61	60,000.00		60,000.00	
OTHER INCOME-UTILITY / TEMP POLE CONNECTION	176.00	176.00	500.00	528.00	500.00		500.00	
OTHER INCOME-UTILITY / ELECT JOINT POLES	-	10,875.00	-	10,875.00			-	
UTILITY FUNDS / METERED SALES	29,006,510.81	26,214,811.56	26,600,000.00	26,009,529.55	27,775,000.00	300,000.00	28,075,000.00	Revenue from Street lighting charges were shifted to customer charge.

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
UTILITY FUNDS / STREET LIGHTING		314,213.14	315,179.03	234,623.00	222,117.70	300,000.00	(300,000.00)	-	Street Lighting charges were eliminated in the new rate structure.
UTILITY FUNDS / TURN ON CHARGES		55,752.35	54,080.00	60,000.00	52,073.00	60,000.00		60,000.00	
UTILITY FUNDS / DELINQ. RECONNECT FEE		20,886.00	16,173.00	20,000.00	14,564.00	20,000.00		20,000.00	
UTILITY FUNDS / BULK ENERGY SALES		1,475,765.57	493,116.42	150,000.00	150,435.45	200,000.00		200,000.00	
UTILITY FUNDS / MISCELLANEOUS REVENUES		22,415.30	27,072.90	20,000.00	47,471.00	20,000.00		20,000.00	
UTILITY FUNDS / CRR REVENUE - CAISO		256,325.09	556,445.62	382,506.00	429,882.81	300,000.00		300,000.00	
UTILITY FUNDS / TRANSMISSION SALES-CAISO		1,251,759.10	1,304,617.80	901,469.00	797,440.92	1,300,000.00	(300,000.00)	1,000,000.00	Our CAISO revenue rate was reduced.
UTILITY FUNDS / EV CHARGING STATION		1,003.03	1,049.68	1,000.00	677.92	1,000.00		1,000.00	
UTILITY FUNDS / MEDICAL DISCOUNT				70,000.00	-			-	
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT		4,013.73	11,745.07	-	3,269.18			-	
SUNDRY CHARGES/SPC PRGRMS / GAIN ON SALE OF ASSET		1,342.50	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION		5,250.00	34,961.00	-	22,206.57			-	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE		537.00	-	-	1,764.08			-	
OTHER REVENUE / METER INSTALLATION & CONN		10,070.00	13,250.00	-	13,515.00			-	
OTHER REVENUE / IN AID OF CONSTRUCTION		140,060.00	119,938.00	-	111,300.00			-	
OTHER REVENUE / PLAN CHECK FEES		-	-	-	180.00			-	
INTERFUND TRANSFERS / TRSF - ELEC RATE STAB FD		-	-	2,100,000.00	-			-	
Total Revenue Fund 670 - Department 7000		**32,608,558.51**	**29,292,275.88**	**30,600,098.00**	**28,077,604.79**	**30,036,500.00**	**(300,000.00)**	**29,736,500.00**	
Expenditures - Electric Fund - Department - Electric									
SALARY & WAGES / PAYROLL-REGULAR		2,216,183.14	2,104,184.78	2,728,842.00	2,605,323.15	2,817,909.00	448,533.00	3,266,442.00	Reclasifications of 4 positions as follows: Engineering Supervisor, Electric Business Support Manager, Public Benefits Analyst & Public Benefits Coordinator Plus Powerline Technician (1) & Powerline Apprentice (2) Positions added to budget at Mid Year 18-19
SALARY & WAGES / OVERTIME		88,698.00	116,726.77	85,000.00	159,283.53	85,850.00		85,850.00	
SALARY & WAGES / INCENTIVE PAY		21,041.24	17,289.56	69,270.00	81,740.76	74,698.00	35,000.00	109,698.00	
SALARY & WAGES / STANDBY PAY		59,418.45	66,572.43	50,000.00	64,060.81	50,000.00		50,000.00	
SALARY & WAGES / WORKING OUT OF CLASS		3,978.67	5,538.80	-	6,749.85			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS		3,000.00	-	4,080.00	-	4,080.00		4,080.00	
SALARY & WAGES / COMP TIME PAYOFF		30,572.54	27,826.56	51,886.00	18,951.55	55,092.00	7,037.00	62,129.00	
SALARY & WAGES / VACATION PAYOFF		45,169.41	27,895.06	51,886.00	21,485.50	55,092.00	7,037.00	62,129.00	
SALARY & WAGES / SICK LEAVE PAYOFF		39,025.39	27,734.00	51,886.00	22,680.73	55,092.00	7,037.00	62,129.00	
SALARY & WAGES / HOLIDAY PAYOFF		30,095.13	35,008.52	51,886.00	14,297.31	55,092.00	7,037.00	62,129.00	
SALARY & WAGES / WORKERS COMP-REIMBURSEMNT		(7,254.26)	-	-	-			-	
SALARY & WAGES / JURY DUTY REIMBURSEMENT		-	-	-	(15.00)			-	
SALARY & WAGES / CAPITALIZED WAGES		(93,995.69)	(54,620.06)	(30,000.00)	(26,834.76)	(30,900.00)		(30,900.00)	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	FRINGE BENEFITS / FICA	192,521.79	188,968.25	255,988.00	235,545.03	263,805.00	39,929.00	303,734.00	
	FRINGE BENEFITS / PERS	523,781.51	537,836.91	698,104.00	659,171.55	797,171.00	28,828.00	825,999.00	
	FRINGE BENEFITS / WORKERS COMP	93,416.54	79,610.70	111,571.00	106,210.16	114,091.00	23,980.00	138,071.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	13,275.67	12,507.25	17,502.00	15,656.62	17,054.00	2,730.00	19,784.00	
	FRINGE BENEFITS / LIFE INSURANCE	1,965.88	1,814.56	6,522.00	2,748.52	5,874.00		5,874.00	
	FRINGE BENEFITS / HEALTH INSURANCE	8,745.33	6,362.15	7,109.00	9,615.73	7,109.00		7,109.00	
	FRINGE BENEFITS / DENTAL INSURANCE	1,408.56	1,029.40	5,810.00	1,160.92	5,810.00	(1,730.00)	4,080.00	
	FRINGE BENEFITS / UTILITY CREDIT	21,863.60	19,515.75	19,125.00	20,140.23	19,125.00	180.00	19,305.00	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	368,277.09	351,875.61	477,125.00	438,703.45	482,300.00	52,080.00	534,380.00	
	FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	5,612.00	-	4,608.00	1,663.00	6,271.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	6,951.64	10,464.99	19,950.00	15,999.39	18,450.00		18,450.00	
	FRINGE BENEFITS / BOOT ALLOWANCE	6,137.50	5,537.49	5,838.00	5,537.50	5,538.00	900.00	6,438.00	
	FRINGE BENEFITS / CAPTLZED FRINGE BENEFITS	(45,913.95)	(22,405.98)	(30,000.00)	(9,660.49)	(30,900.00)		(30,900.00)	
	FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	(1,648.80)	(824.98)	-	(4,574.53)			-	
	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	3,567.01	2,126.66	2,032.00	1,593.10	2,000.00	2,000.00	4,000.00	Increase due to upcoming projects
	CONTRACTUAL SERVICES / PRINTING/BINDING	-	417.61	500.00	1,720.33	500.00	1,000.00	1,500.00	Increase due to upcoming projects
	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	16,492.00	38,683.95	30,000.00	22,837.95	30,000.00		30,000.00	
	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	320.88	101.44	500.00	517.78	500.00		500.00	
	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	8,212.28	14,295.44	20,000.00	8,974.01	20,000.00	17,000.00	37,000.00	IEEE conference, Itron, WUC, APPA, CUEA, SMUG, USERC etc
	CONTRACTUAL SERVICES / STAFF TRAINING	25,252.00	27,134.70	80,000.00	56,889.07	50,000.00	30,000.00	80,000.00	JATC, SCPPA, Spida, Rubber Glove, Etc
	CONTRACTUAL SERVICES / TREE TRIMMING SERVICE	53,200.00	130,800.00	264,800.00	102,465.00	150,000.00	119,300.00	269,300.00	Contract is for $150,000 per year. Current year began April 6, 2019. Will be renewed again April 2020 with a 3% allowable contract increase
	CONTRACTUAL SERVICES / ALARM SERVICE	423.25	1,211.14	5,000.00	1,254.42	5,000.00		5,000.00	
	CONTRACTUAL SERVICES / PAGING SERVICE	103.50	70.76	-	-			-	
	CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	1,225.11	791.60	5,000.00	665.60	5,000.00		5,000.00	
	CONTRACTUAL SERVICES / DISPOSAL FEES	-	-	2,500.00	1,845.60	2,500.00	2,500.00	5,000.00	pole replacement project
	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/LAUNDR	8,780.88	8,459.71	13,000.00	13,466.12	13,000.00	15,000.00	28,000.00	
	CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	232.49	478.67	500.00	983.34	500.00	1,000.00	1,500.00	Increased travel
	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	1,880.00	2,450.07	2,000.00	2,992.99	2,000.00		2,000.00	
	CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	796.00	1,093.18	2,500.00	1,566.00	2,500.00		2,500.00	
	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	20,427.30	19,260.57	22,000.00	21,636.81	22,660.00		22,660.00	
	CONTRACTUAL SVC-UTILITIES / ELECTRICITY-EDISON	747.38	703.09	1,000.00	652.64	1,000.00		1,000.00	
	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	13,140.35	15,424.62	18,500.00	19,018.73	18,500.00		18,500.00	
	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	565.27	783.14	1,000.00	1,100.24	1,000.00		1,000.00	
	CONTRACTUAL SVC-UTILITIES / RADIO TRANSMISSION SVCS	22,889.66	9,882.67	21,000.00	9,066.92	21,000.00		21,000.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACTUAL SVC-UTILITIES / CABLE/SATELLITE TELEVIS		-	-	1,000.00	634.82			-	
COST OF GOODS/SVC-RESALE / JOINT POLE EXP		12,968.94	13,274.42	15,000.00	12,328.87	15,000.00	30,000.00	45,000.00	Increased cost of JPA expenses
COST OF GOODS/SVC-RESALE / EV CHARGING STATION		126.85	114.24	1,000.00	61.58	1,000.00		1,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS		-	2,091.62	90,000.00	14,063.40	15,000.00	75,000.00	90,000.00	Admin & Warehouse maint
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT		2,013.23	2,518.03	12,872.00	3,218.21	10,000.00		10,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-ST. LIGHTS		5,020.19	2,034.30	10,000.00	758.30	10,000.00		10,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE		9,214.10	25,610.59	25,000.00	14,799.42	25,000.00	125,000.00	150,000.00	Increased software maint costs -AMI, mapping, purchasing, etc
CONTRACT SVC-RENTAL/LEASE / EQUIPMENT RENTAL		-	-	10,000.00	-	10,000.00		10,000.00	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS		2,356.60	2,177.48	20,074.00	1,979.78	38,070.00	6,432.00	44,502.00	
CONTRACT SVC-RENTAL/LEASE / CITY HALL LEASE		99,960.02	100,128.98	100,197.00	49,911.02	100,197.00		100,197.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES		14,637.47	27,736.40	242,689.00	19,173.04	235,000.00	26,973.00	261,973.00	Additional items: OpenGov 8100, Executime 9000, Cost Allocation Plan 5013, Pension & Labor costing modules (GovInvest/AdastraGov) 4860
CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES		-	-	34,671.00	-			-	
CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS		385.00	230.00	1,000.00	307.00	1,000.00		1,000.00	
CONTRACT SVC-PROFESSIONAL / ELECTRICAL CONSULTANT		-	-	5,000.00	-	5,000.00		5,000.00	
ELECTRIC / DEPARTMENTAL SUPPLIES		5,636.08	9,184.40	11,644.00	9,481.92	8,500.00		8,500.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST		183.68	21.35	100.00	53.83	100.00	300.00	400.00	Upcoming project meetings
SUNDRY CHARGES/SPC PRGRMS / SAFETY & EOC OPERATNS					-		50,000.00	50,000.00	New account for Safety and EOC Operations
SUNDRY CHARGES/SPC PRGRMS / MISCELLANEOUS EXPENSE		423.25	860.75	500.00	275.20	500.00		500.00	
SPECIAL UTILITY COSTS / POLES/TOWERS/FIXTURES		6,480.77	10,518.72	76,500.00	14,850.42	100,000.00	50,000.00	150,000.00	Initiation of system inspection program
SPECIAL UTILITY COSTS / ELEC DISTR LINES-MAINT		32,112.45	125,693.68	100,000.00	71,068.57	50,000.00	50,000.00	100,000.00	maint program ramp up
SPECIAL UTILITY COSTS / P C B EXPENSE		-	-	1,300.00	350.00			-	
SPECIAL UTILITY COSTS / SUBSTATION EXPENSE		7,404.11	106,653.87	93,040.00	90,153.72	75,000.00	25,000.00	100,000.00	Contract funds exhausted. Amendment will be done to add funds to complete 3 years of contract. Nitrogen
SPECIAL UTILITY COSTS / METERS EXPENSE		-	888.94	1,000.00	-	1,000.00	9,000.00	10,000.00	increase meters costs

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	SPECIAL UTILITY COSTS / TOOLS/MISC SUPPLIES	23,942.94	30,849.96	82,000.00	47,711.79	30,000.00	30,000.00	60,000.00	Truck tools replacements and new truck tool stocks. Engineering/Sub/Meter $5k
	SPECIAL UTILITY COSTS / INVENTORY ADJUSTMENTS	17,826.51	(29,317.41)	-	(5,055.85)			-	
	BAD DEBT & DEPREC EXPENSE / BAD DEBT EXPENSE	-	60,693.74	-	-			-	
	BAD DEBT & DEPREC EXPENSE / DEPRECIATION	-	149.00	-	-			-	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMINISTRTN	3,149,578.95	1,588,650.00	3,191,766.00	2,128,790.00	3,236,685.00	(1,793,677.00)	1,443,008.00	Reduce % of transfer down to 4.5% of Gross Revenue (Adjustment may be made at a later date based on Cost Allocation Plan)
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	43,112.00	42,441.00	50,577.00	35,011.00	51,071.00	(6,780.00)	44,291.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	37,888.00	86,972.00	71,012.00	75,787.00	71,012.00	27,698.00	98,710.00	
	INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	39,802.00	42,899.00	49,490.00	33,139.00	50,530.00	11,771.00	62,301.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	72,459.00	34,554.00	247,414.00	308,819.00	255,412.00	(1,630.00)	253,782.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	40,977.00	48,435.00	53,584.00	33,504.00	56,591.00	(6,522.00)	50,069.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	104,475.19	82,711.00	127,527.00	90,501.00	141,294.00	12,476.00	153,770.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-BILL/COLL	704,280.00	612,555.00	615,794.00	446,396.00	649,002.00	27,377.00	676,379.00	
	INTERFUND SERVICE PYMTS / INTFD SVC-MTR READ/SVC	266,887.00	341,776.00	322,063.00	180,637.00	334,195.00	18,421.00	352,616.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	108,070.00	103,153.00	117,038.00	76,329.00	119,054.00	(3,446.00)	115,608.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	70,877.00	76,509.00	73,223.00	51,259.00	72,155.00	210,004.00	282,159.00	Share of planned equipment replacement
	CONTRA EXPENDITURE / ELEC REV BOND PROJ FD	(17,550.95)	(22,790.27)	-	(32,694.18)			-	
	INTERFUND TRANSFERS / TRNSF-ELEC DBT SVC	709,371.88	3,571,495.48	2,425,219.00	663,146.88	2,425,469.00		2,425,469.00	
	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	43,546.26	6,827.34	10,000.00	7,156.82	5,000.00		5,000.00	
	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	369.03	12,509.49	15,582.00	15,413.05	10,000.00		10,000.00	
	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	13,996.44	3,518.31	19,200.00	19,199.00	5,000.00	5,000.00	10,000.00	Spida Calc enhancement for pole loading
	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	-	16,874.62	8,000.00	567.91	8,000.00	2,000.00	10,000.00	anticipated upgrades
	NONCAPITALIZED ASSETS / COMMUNICATIONS EQUIPMENT	12,673.56	-	-	-			-	
	Total Expenditures Fund 670 - Department 7000	**9,446,474.29**	**10,981,820.57**	**13,538,900.00**	**9,212,310.68**	**13,500,537.00**	**(171,562.00)**	**13,328,975.00**	
	Revenue - Electric Fund - Department - Electric - Generation & Transmission								
	OTHER REVENUE / CAP & TRADE	1,224,766.03	1,343,399.64	2,200,001.00	2,341,490.35	1,535,261.00		1,535,261.00	
	Total Revenue Fund 670 - Department 7010	**1,224,766.03**	**1,343,399.64**	**2,200,001.00**	**2,341,490.35**	**1,535,261.00**	-	**1,535,261.00**	
	Expenditures - Electric Fund - Department - Electric - Generation & Transmission								
	SALARY & WAGES / PAYROLL-REGULAR	96,735.05	104,556.92	113,329.00	114,512.15	122,760.00	6,342.00	129,102.00	
	SALARY & WAGES / OVERTIME	53.60	87.98	-	-			-	
	SALARY & WAGES / INCENTIVE PAY	3,313.76	3,300.00	3,300.00	3,162.50	3,300.00		3,300.00	
	SALARY & WAGES / COMP TIME PAYOFF	1,904.70	2,930.08	2,126.00	3,328.17	2,303.00	180.00	2,483.00	
	SALARY & WAGES / VACATION PAYOFF	-	-	2,126.00	-	2,303.00	180.00	2,483.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	2,086.20	-	2,126.00	-	2,303.00	180.00	2,483.00	
	SALARY & WAGES / HOLIDAY PAYOFF	46.36	75.45	2,126.00	114.60	2,303.00	180.00	2,483.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
FRINGE BENEFITS / FICA	8,598.57	9,102.59	10,191.00	9,887.07	11,012.00	541.00	11,553.00	
FRINGE BENEFITS / PERS	23,433.17	34,178.15	39,039.00	37,020.03	46,149.00	(461.00)	45,688.00	
FRINGE BENEFITS / WORKERS COMP	4,304.04	4,652.11	4,871.00	4,637.20	5,277.00	272.00	5,549.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	590.01	637.84	691.00	698.47	749.00	39.00	788.00	
FRINGE BENEFITS / LIFE INSURANCE	432.00	468.00	936.00	468.00	936.00		936.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	15,085.00	15,650.00	16,200.00	15,525.00	16,800.00		16,800.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	3,024.99	3,000.00	3,000.00	2,750.00	3,000.00		3,000.00	
CONTRACTUAL SVC-UTILITIES / STREET LIGHTING POWER	154,318.40	144,281.22	150,000.00	144,286.92	150,000.00		150,000.00	
COST OF GOODS/SVC-RESALE / STATE POWER CHARGE	41,681.55	40,862.76	45,000.00	32,367.32	45,000.00		45,000.00	
COST OF GOODS/SVC-RESALE / POWER SCHEDULE/DISPATCHN	622,200.00	626,770.00	620,000.00	525,092.00	620,000.00		620,000.00	
COST OF GOODS/SVC-RESALE / CUSTOMER GENERATION			10,000.00	-			-	
COST OF GOODS/SVC-RESALE / CAPACITY	14,574,892.11	11,190,030.97	8,493,000.00	5,634,139.32	8,000,000.00	(500,000.00)	7,500,000.00	Savings from Gould 2, less added costs for RA and Hedging.
COST OF GOODS/SVC-RESALE / CAP & TRADE	1,611,256.34	2,200,947.47	32,000.00	31,893.00	25,000.00		25,000.00	
COST OF GOODS/SVC-RESALE / ENERGY - LOCAL	1,062,567.30	2,372,615.16	1,200,000.00	5,870,223.31	4,200,000.00		4,200,000.00	
COST OF GOODS/SVC-RESALE / ENERGY EXCHANGE	-	-	2,500,000.00	-			-	
COST OF GOODS/SVC-RESALE / TRANSMISSION	3,059,809.37	3,892,582.10	4,300,000.00	3,222,936.59	4,600,000.00		4,600,000.00	
CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES-ENERGY	37,562.49	64,271.94	45,000.00	77,871.36	45,000.00		45,000.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	80,000.00	3,569.50			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	1,646.00	1,620.00	1,802.00	1,248.00	1,819.00	(67.00)	1,752.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	1,319.00	3,028.00	2,253.00	2,405.00	2,253.00	1,193.00	3,446.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	1,533.00	1,653.00	1,763.00	1,180.00	1,800.00	463.00	2,263.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	17,721.00	20,947.00	60,066.00	37,556.00	63,436.00	(31,986.00)	31,450.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	46,737.00	44,611.00	84,300.00	54,978.00	85,753.00	(787.00)	84,966.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	2,072.00	2,237.00	1,811.00	1,267.00	1,783.00	289.00	2,072.00	
Total Expenditures Fund 670 - Department 7010	**21,394,923.01**	**20,785,096.74**	**17,827,056.00**	**15,833,116.51**	**18,061,039.00**	**(523,442.00)**	**17,537,597.00**	
Total Fund 670 - Electric Fund - Revenue	33,833,324.54	30,635,675.52	32,800,099.00	30,419,095.14	31,571,761.00	(300,000.00)	31,271,761.00	
Total Fund 670 - Electric Fund - Expenditures	30,841,397.30	31,766,917.31	31,365,956.00	25,045,427.19	31,561,576.00	(695,004.00)	30,866,572.00	
Net Fund 670 - Electric Fund Balance	2,991,927.24	(1,131,241.79)	1,434,143.00	5,373,667.95	10,185.00	395,004.00	405,189.00	
Fund 672 - Rate Stabilization Fund								
Revenue - Rate Stabilization Fund - Department - Electric								
INTEREST / INVESTMENT INTEREST	25,260.22	51,568.61	21,000.00	84,743.68	21,000.00		21,000.00	
Total Revenue Fund 672 - Department 7000	**25,260.22**	**51,568.61**	**21,000.00**	**84,743.68**	**21,000.00**	-	**21,000.00**	
Expenditures- Rate Stabilization Fund - Department - Electric								
INTERFUND TRANSFERS / TRNSFR-ELECTRIC FUND	-	-	2,100,000.00	-			-	
Total Expenditures Fund 672 - Department 7000	-	-	**2,100,000.00**	-	-	-	-	
Total Fund 672 - Rate Stabilization Fund - Revenue	25,260.22	51,568.61	21,000.00	84,743.68	21,000.00	-	21,000.00	
Total Fund 672 - Rate Stabilization Fund - Expenditures	-	-	2,100,000.00	-	-	-	-	
Net Fund 672 - Rate Stabilization Fund Balance	25,260.22	**51,568.61**	**(2,079,000.00)**	**84,743.68**	**21,000.00**	-	**21,000.00**	
Fund 673 - Electric Improvement Fund								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Revenue - Electric Improvement Fund - Department - Electric								
INTEREST / INVESTMENT INTEREST	25,756.54	40,895.83	21,000.00	52,252.43	21,000.00		21,000.00	
OTHER REVENUE / EDISON POWER REFUNDS	-	16,486.62	-	-			-	
Total Revenue Fund 673 - Department 7000	**25,756.54**	**57,382.45**	**21,000.00**	**52,252.43**	**21,000.00**	**-**	**21,000.00**	
Expenditures - Electric Improvement Fund - Department - Electric								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	21,968.30	5,665.48	26,866.00	-	25,000.00		25,000.00	
Total Expenditures Fund 673 - Department 7000	**21,968.30**	**5,665.48**	**26,866.00**	-	**25,000.00**	**-**	**25,000.00**	
Total Fund 673 - Electric Improvement Fund - Revenue	25,756.54	57,382.45	21,000.00	52,252.43	21,000.00	-	21,000.00	
Total Fund 673 - Electric Improvement Fund - Expenditures	21,968.30	5,665.48	26,866.00	-	25,000.00	-	25,000.00	
Net Fund 673 - Electric Improvement Fund Balance	3,788.24	51,716.97	(5,866.00)	52,252.43	(4,000.00)	-	(4,000.00)	
Fund 674 - Electric Revenue Bond Project Fund								
Revenue - Electric Revenue Bond Project Fund - Department - Electric								
INTEREST / INT. EARNED-FISCAL AGENT	4,975.96	76,548.27	5,000.00	48,691.15	5,000.00		5,000.00	
Total Revenue Fund 674 - Department 7000	**4,975.96**	**76,548.27**	**5,000.00**	**48,691.15**	**5,000.00**	**-**	**5,000.00**	
Expenditures - Electric Revenue Bond Project Fund - Department - Electric								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	15,884.05	1,526.40	6,290.00	-			-	
INTERFUND SERVICE PYMTS / IF SVCS-ELECTRIC SERVICES	17,550.95	22,790.27	-	32,694.18			-	
Total Expenditures Fund 674 - Department 7000	**33,435.00**	**24,316.67**	**6,290.00**	**32,694.18**	-	-	-	
Total Fund 674 - Electric Revenue Bond Project Fund - Revenue	4,975.96	76,548.27	5,000.00	48,691.15	5,000.00	-	5,000.00	
Total Fund 674 - Electric Revenue Bond Project Fund - Expenditures	33,435.00	24,316.67	6,290.00	32,694.18	-	-	-	
Net Fund 674 - Electric Revenue Bond Project Fund Balance	(28,459.04)	52,231.60	(1,290.00)	15,996.97	5,000.00	-	5,000.00	
Fund 675 - Public Benefit Fund								
Revenue - Public Benefit Fund - Department - Electric - Public Benefit Program								
INTEREST / INVESTMENT INTEREST	3,103.05	7,059.24	3,500.00	12,184.54	3,500.00		3,500.00	
UTILITY FUNDS / PUBLIC BENEFIT PGM SURCHG	746,575.65	723,457.54	723,900.00	712,828.12	791,588.00		791,588.00	
Total Revenue Fund 675 - Department 7020	**749,678.70**	**730,516.78**	**727,400.00**	**725,012.66**	**795,088.00**	**-**	**795,088.00**	
Expenditures - Public Benefit Fund - Department - Electric - Public Benefit Program								
SALARY & WAGES / PAYROLL-REGULAR	102,564.11	112,516.45	-	-			-	
SALARY & WAGES / OVERTIME	1,027.84	543.47	-	-			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	-	4,000.00	-	-			-	
SALARY & WAGES / HOLIDAY PAYOFF	1,168.00	812.70	-	-			-	
FRINGE BENEFITS / FICA	9,130.90	10,300.14	-	-			-	
FRINGE BENEFITS / PERS	23,982.46	36,089.95	-	-			-	
FRINGE BENEFITS / WORKERS COMP	2,784.08	3,171.75	-	-			-	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	608.21	668.20	-	-			-	
FRINGE BENEFITS / HEALTH INSURANCE	-	424.04	-	-			-	
FRINGE BENEFITS / BENEFIT ALLOWANCE	27,875.00	31,300.00	-	-			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	-	-	10,000.00	-	10,000.00		10,000.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	-	-	500.00	-	500.00		500.00	
CONTRACTUAL SERVICES / STAFF TRAINING	-	-	4,000.00	-	4,000.00		4,000.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	-	16.00	-	-			-	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	-	-	400.00	-	400.00		400.00	
	CONTRACT SVC-PROFESSIONAL / ADMINISTRATION SERVICES	-	-	500.00	-	500.00		500.00	
	CONTRACT SVC-PROFESSIONAL / SOLAR PLAN REVIEW				11,257.88	-	50,000.00	50,000.00	Solar Plan Review
	ELECTRIC / DEPARTMENTAL SUPPLIES	36.56	-	500.00	-	500.00		500.00	
	SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS	1,500.00	4,186.64	29,000.00	18,145.10	9,000.00		9,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN- LOW INCOME- LI	13,100.60	13,212.74	200,000.00	139,702.25	20,000.00		20,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN-RESI AIR COND	45,275.00	58,499.00	105,000.00	63,450.00	35,000.00		35,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN-LOW INCOME - MM	27,350.31	31,747.07	35,000.00	37,220.42	35,000.00		35,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN-COMM-AIR COND	-	-	5,000.00	1,450.00	5,000.00		5,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN-ENERGY STAR	2,875.00	1,950.00	5,000.00	3,847.00	5,000.00		5,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN-LOW INCOME-BEAR	283,771.32	290,553.82	169,153.00	219,120.03	311,173.00		311,173.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN-RESI ULF TOILET	690.00	420.00	2,000.00	690.00	2,000.00		2,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - RESI AIR DUCT	-	-	500.00	-	500.00		500.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - RESI TREES	489.00	-	500.00	200.00	500.00		500.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - MUNI TREES	-	-	500.00	-	500.00		500.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - COMM ENERGY C	84,635.85	25,108.79	222,000.00	147,764.92	62,000.00		62,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - COMM NEW CONS	-	-	3,500.00	-	3,500.00		3,500.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - RESI NEW CONS	-	-	1,300.00	-	1,300.00		1,300.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - RECYCLE REFRI	865.00	315.00	1,500.00	830.00	1,500.00		1,500.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN - REFRIGERATOR	1,750.00	1,400.00	5,000.00	1,900.00	5,000.00		5,000.00	
	SUNDRY CHARGES/SPC PRGRMS / PUB BEN-RESI ENERGY CON	3,885.00	4,741.00	7,000.00	5,806.00	7,000.00		7,000.00	
	BAD DEBT & DEPREC EXPENSE / BAD DEBT EXPENSE	-	3,318.60	-	-			-	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	3,291.00	3,240.00	-	-			-	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	2,638.00	6,055.00	-	-			-	
	INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	3,065.00	3,306.00	-	-			-	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	2,827.00	3,341.00	-	-			-	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	7,455.00	7,116.00	-	-			-	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	4,790.00	5,171.00	-	-			-	
	Total Expenditures Fund 675 - Department 7020	**659,430.24**	**663,524.36**	**807,853.00**	**651,383.60**	**519,873.00**	**50,000.00**	**569,873.00**	
	Total Fund 675 - Public Benefit Fund - Revenue	749,678.70	730,516.78	727,400.00	725,012.66	795,088.00	-	795,088.00	
	Total Fund 675 - Public Benefit Fund - Expenditures	659,430.24	663,524.36	807,853.00	651,383.60	519,873.00	50,000.00	569,873.00	
	Net Fund 675 - Public Benefit Fund Balance	90,248.46	66,992.42	(80,453.00)	73,629.06	275,215.00	(50,000.00)	225,215.00	
	Fund 678 - 2007 Electric Revenue Bond Debt Service Fund								
	Revenue - 2007 Electric Revenue Bond Debt Service Fund - Department - Electric								
	INTEREST / INVESTMENT INTEREST	1,492.62	(324.78)	1,500.00	-	1,500.00		1,500.00	
	INTEREST / INT. EARNED-FISCAL AGENT	211.07	1,179.87	250.00	608.40	250.00		250.00	
	INTERFUND TRANSFERS / TRANSFER-ELECTRIC FUND	709,371.88	3,571,495.48	2,425,219.00	663,146.88	2,425,469.00		2,425,469.00	
	Total Revenue Fund 678 - Department 7000	**711,075.57**	**3,572,350.57**	**2,426,969.00**	**663,755.28**	**2,427,219.00**	-	**2,427,219.00**	
	Expenditures - 2007 Electric Revenue Bond Debt Service Fund - Department - Electric								
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	1,100.00	1,100.00	1,200.00	1,100.00	1,200.00		1,200.00	
	CONTRACT SVC-PROFESSIONAL / ARB REBATE CALCS	2,000.00	-	2,000.00	-	2,000.00		2,000.00	
	DEBT SERVICE-PRINCIPAL / PRIN - 2015 REV BONDS	1,005,000.00	1,045,000.00	1,095,000.00	1,095,000.00	1,150,000.00		1,150,000.00	
	DEBT SERVICE - INTEREST / INTEREST - 2015 REV BONDS	1,404,161.51	1,374,189.59	1,326,294.00	1,215,769.28	1,271,544.00		1,271,544.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
DEBT SERVICE - EXPENSE / AMORT-DEBT DISCT/EXP		(14,833.73)	(35,189.07)	-	-			-	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES		2,475.00	2,475.00	2,475.00	2,475.00	2,475.00		2,475.00	
Total Expenditures Fund 678 - Department 7000		**2,399,902.78**	**2,387,575.52**	**2,426,969.00**	**2,314,344.28**	**2,427,219.00**	**-**	**2,427,219.00**	
Total Fund 678 - 2007 Electric Revenue Bond Debt Service Fund - Revenue		711,075.57	3,572,350.57	2,426,969.00	663,755.28	2,427,219.00	-	2,427,219.00	
otal Fund 678 - 2007 Electric Revenue Bond Debt Service Fund - Expenditures		2,399,902.78	2,387,575.52	2,426,969.00	2,314,344.28	2,427,219.00	-	2,427,219.00	
Net Fund 678 - 2007 Electric Revenue Bond Debt Service Fund Balance		(1,688,827.21)	1,184,775.05	-	(1,650,589.00)	-	-	-	
Fund 690 - Refuse Fund									
Revenue - Refuse Fund - Department - Refuse									
OTHER TAXES / DIRECT FRANCHISE REVENUE		41,775.04	46,365.93	42,819.00	49,365.25	43,890.00		43,890.00	
INTEREST / INVESTMENT INTEREST		4,536.83	9,202.74	10,750.00	18,003.72	4,767.00		4,767.00	
UTILITY FUNDS / REFUSE MONTHLY BILLING		3,857,139.08	3,970,983.77	3,953,568.00	4,031,906.58	4,052,407.00		4,052,407.00	
UTILITY FUNDS / TURN ON CHARGES		16,244.46	15,627.29	16,651.00	14,579.89	17,067.00		17,067.00	
UTILITY FUNDS / FRANCHISE FEE		(400,347.59)	(424,078.90)	(410,380.00)	340,382.06	(420,640.00)		(420,640.00)	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE		5,343.14	-	5,477.00	4,381.64	5,614.00		5,614.00	
OTHER REVENUE / SHARE OF RECYCLABLE MATLS		8,028.00	8,007.00	8,229.00	16,056.00	8,434.00		8,434.00	
Total Revenue Fund 690 - Department 9600		**3,532,718.96**	**3,626,107.83**	**3,627,114.00**	**4,474,675.14**	**3,711,539.00**	**-**	**3,711,539.00**	
Expenditures - Refuse Fund - Department - Refuse									
SALARY & WAGES / PAYROLL-REGULAR		105,375.27	96,811.63	91,329.00	82,993.39	95,034.00	4,024.00	99,058.00	
SALARY & WAGES / OVERTIME		62.35	51.07	1,000.00	71.64	1,030.00		1,030.00	
SALARY & WAGES / INCENTIVE PAY		2,991.49	2,911.73	1,357.00	2,125.30	1,361.00		1,361.00	
SALARY & WAGES / WORKING OUT OF CLASS		-	-	-	146.80			-	
SALARY & WAGES / COMP TIME PAYOFF		2,354.14	2,742.94	2,463.00	3,007.08	1,830.00	75.00	1,905.00	
SALARY & WAGES / VACATION PAYOFF		3,129.04	2,372.21	2,088.00	3,061.27	1,830.00	75.00	1,905.00	
SALARY & WAGES / SICK LEAVE PAYOFF		3,078.34	3,317.41	1,763.00	1,649.20	1,830.00	75.00	1,905.00	
SALARY & WAGES / HOLIDAY PAYOFF		1,589.28	3,493.79	1,763.00	724.78	1,830.00	75.00	1,905.00	
FRINGE BENEFITS / FICA		8,776.41	8,278.17	7,168.00	6,732.37	7,441.00	(613.00)	6,828.00	
FRINGE BENEFITS / PERS		25,375.70	24,686.65	26,949.00	24,889.05	31,419.00	(273.00)	31,146.00	
FRINGE BENEFITS / WORKERS COMP		6,788.63	5,905.26	5,243.00	4,904.21	5,458.00	209.00	5,667.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE		642.91	587.36	557.00	510.28	580.00	24.00	604.00	
FRINGE BENEFITS / LIFE INSURANCE		434.90	422.27	702.00	339.26	702.00		702.00	
FRINGE BENEFITS / HEALTH INSURANCE		-	(260.00)	15.00	(507.19)			-	
FRINGE BENEFITS / UTILITY CREDIT		83.32	-	90.00	82.01	90.00	90.00	180.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE		16,811.07	14,810.97	14,044.00	12,232.65	14,416.00	840.00	15,256.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE		-	-	29.00	-	29.00		29.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE		2,369.73	1,869.83	1,500.00	1,352.71	1,500.00		1,500.00	
FRINGE BENEFITS / BOOT ALLOWANCE		62.50	62.52	63.00	62.50	63.00		63.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW		-	(154.38)	-	(71.58)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING		609.03	4,874.18	8,409.00	7,033.77		7,500.00	7,500.00	Recycling Outreach
CONTRACTUAL SERVICES / PRINTING/BINDING		1,921.31	-	-	-			-	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS		3,378.55	-	4,465.00	3,836.51		1,000.00	1,000.00	
CONTRACTUAL SERVICES / STAFF TRAINING		-	-	-	50.00			-	
CONTRACTUAL SERVICES / CONTRACTED REFUSE SERVICE		2,837,142.08	2,982,255.76	2,905,825.00	3,511,333.31	2,980,773.00		2,980,773.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS		-	-	1.00	5.12			-	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE		35.00	72.00	80.00	78.98	52.00		52.00	
CONTRACT SVC-RENTAL/LEASE / CITY HALL LEASE		8,330.01	8,344.08	8,400.00	4,184.28	8,610.00		8,610.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES		-	4,632.91	30,367.00	668.84		71,612.00	71,612.00	Consultant services for compliance with solid waste regulations OpenGov 225, Executime 250, Cost Allocation Plan 1002, Pension & Labor costing modules (GovInvest/AdastraGov)135, Outreach related to SB 1383
CONTRACT SVC-PROFESSIONAL / PLANNING SERVICES		3,890.61	3,890.61	3,900.00	3,897.58	3,998.00		3,998.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST		181.95	-	300.00	354.10	308.00		308.00	
SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS		3,150.56	1,753.26	4,800.00	13,258.33	5,125.00	2,500.00	7,625.00	
SPECIAL UTILITY COSTS / RECYCLING EXPENSES		1,420.04	16,288.66	5,472.00	400.00	5,125.00		5,125.00	
BAD DEBT & DEPREC EXPENSE / BAD DEBT EXPENSE		-	10,056.13	-	-			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL		1,876.00	1,847.00	1,477.00	1,023.00	1,492.00	(230.00)	1,262.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-CITY ATTOR.		1,504.00	3,451.00	1,848.00	1,972.00	1,848.00	633.00	2,481.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT		1,644.00	1,765.00	1,445.00	968.00	1,476.00	1,059.00	2,535.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE		1,819.00	117.00	7,888.00	9,846.00	8,143.00	(14.00)	8,129.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P		4,396.00	5,196.00	10,702.00	6,691.00	11,302.00	(4,533.00)	6,769.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMIN COST		-	-	144,841.00	133,067.00	148,462.00		148,462.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-BILL/COLL		267,685.00	230,164.00	199,488.00	144,611.00	210,245.00	8,869.00	219,114.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL		11,593.00	11,066.00	11,141.00	7,266.00	11,333.00	(417.00)	10,916.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER		3,109.00	3,356.00	1,483.00	1,038.00	1,462.00	30.00	1,492.00	
INTERFUND TRANSFERS / TSFR TO GENERAL FUND		55,000.00	55,000.00	-	-			-	
Total Expenditures Fund 690 - Department 9600		**3,388,610.22**	**3,512,039.02**	**3,510,455.00**	**3,995,888.55**	**3,566,197.00**	**92,610.00**	**3,658,807.00**	
Total Fund 690 - Refuse Fund - Revenue		3,532,718.96	3,626,107.83	3,627,114.00	4,474,675.14	3,711,539.00	-	3,711,539.00	
Total Fund 690 - Refuse Fund - Expenditures		3,388,610.22	3,512,039.02	3,510,455.00	3,995,888.55	3,566,197.00	92,610.00	3,658,807.00	
Net Fund 690 - Refuse Fund Balance		144,108.74	114,068.81	116,659.00	478,786.59	145,342.00	(92,610.00)	52,732.00	
Fund 700 - Risk Management Fund									
Revenue - Risk Management Fund - Department - Insurance - Workers Compensation									
INTEREST / INVESTMENT INTEREST		(1,976.89)	(2,023.26)	-	97,764.54			-	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION		3,500.00	-	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE		-	232.90	-	3,000.00			-	
INTERNAL SERVICE REVENUES / WORKERS COMP-GENERAL FU		301,188.03	299,666.17	418,981.00	334,530.18	437,703.00		437,703.00	
INTERNAL SERVICE REVENUES / WORKERS COMP-OTHER FUND		343,079.79	360,619.97	337,042.00	371,127.94	354,441.00		354,441.00	
Total Revenue Fund 700 - Department 5020		**645,790.93**	**658,495.78**	**756,023.00**	**806,422.66**	**792,144.00**	-	**792,144.00**	
Expenditures - Risk Management Fund - Department - Insurance - Workers Compensation									
SALARY & WAGES / PAYROLL-REGULAR		64,908.31	62,560.42	38,488.00	35,325.12	39,947.00		39,947.00	
SALARY & WAGES / OVERTIME		758.81	139.41	350.00	212.88	350.00		350.00	
SALARY & WAGES / INCENTIVE PAY		662.81	592.50	180.00	101.25	180.00		180.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	SALARY & WAGES / COMP TIME PAYOFF	652.32	1,704.43	740.00	318.04	768.00		768.00	
	SALARY & WAGES / VACATION PAYOFF	878.48	2,627.55	740.00	249.16	768.00		768.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	894.12	2,107.54	740.00	282.33	768.00		768.00	
	SALARY & WAGES / HOLIDAY PAYOFF	1,284.27	2,390.96	740.00	387.95	768.00		768.00	
	FRINGE BENEFITS / FICA	4,846.72	4,897.64	3,734.00	3,290.72	3,807.00		3,807.00	
	FRINGE BENEFITS / PERS	13,981.55	14,679.33	14,816.00	13,594.03	17,374.00	(448.00)	16,926.00	
	FRINGE BENEFITS / WORKERS COMP	2,888.16	3,364.82	1,881.00	1,575.13	1,930.00		1,930.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	396.07	381.61	235.00	215.56	241.00		241.00	
	FRINGE BENEFITS / LIFE INSURANCE	129.60	117.02	47.00	15.62	47.00		47.00	
	FRINGE BENEFITS / HEALTH INSURANCE	-	165.88	-	-			-	
	FRINGE BENEFITS / UTILITY CREDIT	363.03	30.01	540.00	540.01	540.00		540.00	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	9,764.17	9,211.06	10,530.00	9,652.61	10,920.00		10,920.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	907.53	775.01	150.00	78.13	150.00		150.00	
	FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(34.02)	-	(11.12)			-	
	CONTRACTUAL SERVICES / STAFF TRAINING	-	-	2,000.00	-	2,000.00		2,000.00	
	CONTRACTUAL SERVICES / MISC CONTRACT SVC	8,954.17	18,232.90	12,000.00	19,041.60	12,000.00		12,000.00	
	CONTRACTUAL SVC-INSURANCE / WORK'S COMP INSUR PREMI	189,321.00	197,670.00	195,000.00	218,782.00	214,500.00		214,500.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	765.04	802.33	1,000.00	662.74	1,000.00		1,000.00	
	CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES-INS CLAI	82,990.74	69,541.09	60,000.00	86,990.87	60,000.00		60,000.00	
	CONTRACT SVC-PROFESSIONAL / MEDICAL/HOSPITAL	-	-	4,000.00	-	2,575.00		2,575.00	
	CONTRACT SVC-PROFESSIONAL / SELF-INSURANCE ADMIN FE	-	-	-	2,500.00			-	
	CONTRACT SVC-PROFESSIONAL / STATE SELF INSUR ASSMT	-	-	-	25,387.00			-	
	SUNDRY CHARGES/SPC PROGRM / CLAIMS-WORKERS COMP	335,759.08	158,530.43	350,000.00	884,836.67	350,000.00		350,000.00	
	SUNDRY CHARGES/SPC PRGRMS / EMPL SAFETY PROGRAM	2,850.00	1,090.00	7,800.00	2,120.00	7,800.00		7,800.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	976.00	2,240.00	1,465.00	1,563.00	1,465.00	775.00	2,240.00	
	INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	1,134.00	1,223.00	1,146.00	768.00	1,170.00	301.00	1,471.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	1,832.00	2,165.00	2,760.00	1,726.00	2,914.00	(755.00)	2,159.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	4,831.00	4,611.00	3,892.00	2,538.00	3,959.00	(32.00)	3,927.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	2,222.00	2,399.00	1,176.00	823.00	1,159.00	188.00	1,347.00	
	Total Expenditures Fund 700 - Department 5020	**734,950.98**	**564,215.92**	**716,150.00**	**1,313,566.30**	**739,100.00**	**29.00**	**739,129.00**	
	Revenue - Risk Management Fund - Department - Insurance - Unemployment Insurance								
	INTEREST / INVESTMENT INTEREST	54.07	20.28	-	8.27			-	
	INTERNAL SERVICE REVENUES / UNEMPLOYMENT-GENERAL FU	26,088.28	25,437.35	34,222.00	26,107.95	35,672.00		35,672.00	
	INTERNAL SERVICE REVENUES / UNEMPLOYMENT-OTHER FUND	38,509.29	40,659.59	41,788.00	42,279.79	44,280.00		44,280.00	
	Total Revenue Fund 700 - Department 5030	**64,651.64**	**66,117.22**	**76,010.00**	**68,396.01**	**79,952.00**	**-**	**79,952.00**	
	Expenditures - Risk Management Fund - Department - Insurance - Unemployment Insurance								
	SALARY & WAGES / PAYROLL-REGULAR	5,648.93	6,406.60	8,093.00	7,889.40	8,411.00	167.00	8,578.00	
	SALARY & WAGES / OVERTIME	30.48	33.10	100.00	53.19	100.00		100.00	
	SALARY & WAGES / COMP TIME PAYOFF	-	-	156.00	-	162.00		162.00	
	SALARY & WAGES / VACATION PAYOFF	-	-	156.00	-	162.00		162.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	-	-	156.00	-	162.00		162.00	
	SALARY & WAGES / HOLIDAY PAYOFF	101.59	102.62	156.00	89.64	162.00		162.00	
	FRINGE BENEFITS / FICA	398.18	452.17	793.00	730.06	594.00		594.00	
	FRINGE BENEFITS / PERS	993.62	1,451.34	1,926.00	1,808.07	2,231.00	(22.00)	2,209.00	
	FRINGE BENEFITS / WORKERS COMP	251.41	285.08	348.00	319.48	362.00		362.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	34.38	39.12	49.00	48.12	51.00		51.00	
	FRINGE BENEFITS / UTILITY CREDIT	-	-	135.00	135.00	135.00		135.00	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	1,132.47	1,173.79	2,430.00	2,278.06	2,520.00		2,520.00	
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	191.26	200.58	200.00	165.69	200.00		200.00	
	SUNDRY CHARGES/SPC PROGRM / CLAIMS-UNEMPLOYMENT	28,636.00	13,558.00	30,000.00	32,524.00	30,000.00		30,000.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	158.00	363.00	338.00	361.00	338.00	179.00	517.00	
	INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	184.00	198.00	264.00	177.00	270.00	70.00	340.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	167.00	198.00	341.00	214.00	360.00	59.00	419.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	442.00	422.00	568.00	371.00	578.00	(4.00)	574.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	330.00	357.00	272.00	189.00	267.00	44.00	311.00	
	Total Expenditures Fund 700 - Department 5030	**38,699.32**	**25,240.40**	**46,481.00**	**47,352.71**	**47,065.00**	**493.00**	**47,558.00**	
	Revenue - Risk Management Fund - Department - Insurance - Liability Insurance								
	INTEREST / INVESTMENT INTEREST	2,650.01	993.12	400.00	405.31	400.00		400.00	
	SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	771.95	4,474.95	1,000.00	-	1,000.00		1,000.00	
	SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	17,186.41	-	-	-			-	
	SUNDRY CHARGES/SPC PRGRMS / INSURANCE DIVIDEND	252,684.00	54,031.00	119,213.00	107,144.00	119,213.00		119,213.00	
	INTERNAL SERVICE REVENUES / LIAB/PROP INS-GENERAL F	60,394.00	29,880.00	189,373.00	236,373.00	195,495.00	7,566.00	203,061.00	
	INTERNAL SERVICE REVENUES / LIAB/PROP INS-OTHER FUN	181,698.00	89,178.00	615,687.00	763,529.00	634,944.00	(4,292.00)	630,652.00	
	Total Revenue Fund 700 - Department 5040	**515,384.37**	**178,557.07**	**925,673.00**	**1,107,451.31**	**951,052.00**	**3,274.00**	**954,326.00**	
	Expenditures - Risk Management Fund - Department - Insurance - Liability Insurance								
	SALARY & WAGES / PAYROLL-REGULAR	83,542.35	78,552.74	52,698.00	46,976.51	54,659.00	(655.00)	54,004.00	
	SALARY & WAGES / OVERTIME	1,107.71	172.50	500.00	266.08	550.00		550.00	
	SALARY & WAGES / INCENTIVE PAY	994.16	888.72	360.00	202.50	360.00		360.00	
	SALARY & WAGES / COMP TIME PAYOFF	978.48	2,159.84	1,013.00	636.06	1,051.00		1,051.00	
	SALARY & WAGES / VACATION PAYOFF	1,317.72	3,941.33	1,013.00	498.32	1,051.00		1,051.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	1,226.82	2,811.80	1,013.00	564.67	1,051.00		1,051.00	
	SALARY & WAGES / HOLIDAY PAYOFF	1,552.20	3,081.44	1,013.00	506.99	1,051.00		1,051.00	
	FRINGE BENEFITS / FICA	6,332.39	6,315.07	5,094.00	4,390.09	5,636.00		5,636.00	
	FRINGE BENEFITS / PERS	18,064.93	19,810.31	20,571.00	18,755.64	24,127.00	(680.00)	23,447.00	
	FRINGE BENEFITS / WORKERS COMP	3,716.85	4,367.25	2,718.00	2,191.30	2,816.00		2,816.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	509.50	478.98	321.00	286.50	333.00		333.00	
	FRINGE BENEFITS / LIFE INSURANCE	172.79	152.11	94.00	31.22	94.00		94.00	
	FRINGE BENEFITS / HEALTH INSURANCE	-	248.82	-	-			-	
	FRINGE BENEFITS / UTILITY CREDIT	544.47	44.98	675.00	675.04	675.00		675.00	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	12,509.57	11,626.47	13,770.00	12,470.34	14,280.00		14,280.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	1,210.02	1,024.97	300.00	156.25	300.00		300.00	
	FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(50.96)	-	(22.24)			-	
	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	-	-	100.00	3.76	100.00		100.00	
	CONTRACTUAL SERVICES / STAFF TRAINING	-	-	500.00	-	500.00		500.00	
	CONTRACTUAL SERVICES / MISC CONTRACT SVC	8,400.00	8,400.00	10,000.00	7,700.00	10,000.00		10,000.00	
	CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	-	-	100.00	-	100.00		100.00	
	CONTRACTUAL SVC-INSURANCE / PROPERTY INS PREMIUMS	148,555.00	154,147.27	169,562.00	174,317.00	174,649.00		174,649.00	
	CONTRACTUAL SVC-INSURANCE / LIABILITY INS PREMIUMS	483,676.00	389,330.00	428,263.00	581,749.00	441,111.00		441,111.00	
	CONTRACTUAL SVC-INSURANCE / BLANKET BOND PREMIUMS	2,457.00	2,336.00	2,570.00	2,336.00	2,647.00		2,647.00	
	CONTRACTUAL SVC-INSURANCE / AIRPORT LIAB PREMIUMS	8,649.00	7,808.00	8,589.00	7,027.20	8,847.00		8,847.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACTUAL SVC-INSURANCE / EARTHQUAKE INS PREMIUM	74,202.34	117,632.00	117,000.00	132,230.00	117,000.00		117,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	956.30	1,002.92	1,500.00	828.43	1,500.00		1,500.00	
CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES-INS CLAI	33,435.12	312.00	15,000.00	-	15,000.00		15,000.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	74,946.32	31,700.05	30,000.00	90,874.97	30,000.00		30,000.00	
INTERNAL SERVICE FUNDS / DEPARTMENTAL SUPPLIES	-	1,001.17	600.00	-	600.00		600.00	
SUNDRY CHARGES/SPC PROGRM / CLAIMS-LIABILITY	60,264.84	(23,529.92)	30,000.00	8,282.46	30,000.00		30,000.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	1,266.00	2,907.00	1,915.00	2,044.00	1,915.00	1,014.00	2,929.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	1,471.00	1,587.00	1,498.00	1,003.00	1,530.00	394.00	1,924.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	2,657.00	3,140.00	3,629.00	2,268.00	3,832.00	(1,222.00)	2,610.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	7,006.00	6,687.00	5,300.00	3,457.00	5,392.00	(44.00)	5,348.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	2,889.00	3,119.00	1,538.00	1,076.00	1,516.00	246.00	1,762.00	
Total Expenditures Fund 700 - Department 5040	**1,044,610.88**	**843,205.86**	**928,817.00**	**1,103,782.09**	**954,273.00**	**(947.00)**	**953,326.00**	
Revenue - Risk Management Fund - Department - City Attorney								
SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	-	1,689.69	-	33,612.35			-	
INTERNAL SERVICE REVENUES / LEGAL SERVICES - GEN'L	166,575.00	382,375.00	243,247.00	259,597.00	243,247.00	118,830.00	362,077.00	
INTERNAL SERVICE REVENUES / LEGAL SERVICES - OTHER	151,075.00	346,794.00	256,753.00	274,013.00	256,753.00	131,170.00	387,923.00	
Total Revenue Fund 700 - Department 5300	**317,650.00**	**730,858.69**	**500,000.00**	**567,222.35**	**500,000.00**	**250,000.00**	**750,000.00**	
Expenditures - Risk Management Fund - Department - City Attorney								
CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES	306,143.44	716,956.23	500,000.00	692,224.31	500,000.00	250,000.00	750,000.00	Increase in legal fees
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	1,646.00	1,620.00	-	-			-	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	1,275.00	1,653.00	-	-			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	1,816.00	2,146.00	-	-			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	4,789.00	4,571.00	-	-			-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	2,072.00	2,237.00	-	-			-	
Total Expenditures Fund 700 - Department 5300	**317,741.44**	**729,183.23**	**500,000.00**	**692,224.31**	**500,000.00**	**250,000.00**	**750,000.00**	
Total Fund 700 - Risk Management Fund - Revenue	1,543,476.94	1,634,028.76	2,257,706.00	2,549,492.33	2,323,148.00	253,274.00	2,576,422.00	
Total Fund 700 - Risk Management Fund - Expenditures	2,136,002.62	2,161,845.41	2,191,448.00	3,156,925.41	2,240,438.00	249,575.00	2,490,013.00	
Net Fund 700 - Risk Management Fund Balance	(592,525.68)	(527,816.65)	66,258.00	(607,433.08)	82,710.00	3,699.00	86,409.00	
Fund 702 - Fleet Maintenance Fund								
Revenue - Fleet Maintenance Fund - Department - Fleet Maintenance								
INTEREST / INVESTMENT INTEREST	2,225.41	3,649.58	2,200.00	2,659.29	2,300.00		2,300.00	
REVENUE FROM FEDERAL / FED EXCISE TAX REFUND	24,829.38	35,479.42	25,000.00	-	27,500.00		27,500.00	
CHARGES FOR CURRENT SVC / FUEL FACILITY SALES	185,589.95	165,566.28	187,000.00	143,850.49	190,000.00		190,000.00	
CHARGES FOR CURRENT SVC / EXCISE TAX ON FUEL	(3,922.12)	(1,583.03)	(4,000.00)	(18.12)	(4,000.00)		(4,000.00)	
REVENUE FROM STATE / CAPITAL GRANT - STA	-	-	1,200,000.00	-			-	
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT	37.50	-	-	5,178.25			-	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	-	2,305.85	-	-			-	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	-	-	7,191.56			-	
INTERNAL SERVICE REVENUES / FLEET MAINT SVC-GEN FUN	232,368.21	222,926.00	301,491.00	213,954.00	289,679.00	73,993.00	363,672.00	
INTERNAL SERVICE REVENUES / FLEET MAINTSVC-OTHER FU	591,205.20	678,065.00	817,214.00	579,944.00	861,186.00	129,275.00	990,461.00	
Total Revenue Fund 702 - Department 3800	**1,032,333.53**	**1,106,409.10**	**2,528,905.00**	**952,759.47**	**1,366,665.00**	**203,268.00**	**1,569,933.00**	
Expenditures - Fleet Maintenance Fund - Department - Fleet Maintenance								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	SALARY & WAGES / PAYROLL-REGULAR	213,532.08	198,790.50	278,102.00	259,341.50	289,473.00	(6,081.00)	283,392.00	Decrease due to reallocation of Fleet Mgr time to transit/offset by reallocation of Exe. Secretary to Fleet
	SALARY & WAGES / OVERTIME	20,903.24	34,394.53	25,000.00	18,758.42	25,250.00		25,250.00	
	SALARY & WAGES / INCENTIVE PAY	158.96	-	236.00	597.76	237.00		237.00	
	SALARY & WAGES / STANDBY PAY	21,709.82	22,534.20	21,000.00	21,826.29	21,210.00		21,210.00	
	SALARY & WAGES / WORKING OUT OF CLASS	-	-	-	51.56	-		-	
	SALARY & WAGES / COMP TIME PAYOFF	196.08	1,844.36	5,279.00	428.61	5,501.00	(133.00)	5,368.00	
	SALARY & WAGES / VACATION PAYOFF	757.01	2,142.15	5,279.00	631.46	5,501.00	(133.00)	5,368.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	2,441.45	4,910.73	5,279.00	217.46	5,501.00	(133.00)	5,368.00	
	SALARY & WAGES / HOLIDAY PAYOFF	1,491.61	1,213.10	5,279.00	1,901.63	5,501.00	(133.00)	5,368.00	
	FRINGE BENEFITS / FICA	20,294.63	21,626.75	28,586.00	24,073.67	29,574.00	(558.00)	29,016.00	
	FRINGE BENEFITS / PERS	50,108.59	44,054.55	55,955.00	52,044.06	64,437.00	(1,466.00)	62,971.00	
	FRINGE BENEFITS / WORKERS COMP	17,671.92	16,254.07	21,312.00	20,040.50	22,172.00	(1,656.00)	20,516.00	
	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,302.09	1,197.95	1,679.00	1,573.09	1,748.00	(42.00)	1,706.00	
	FRINGE BENEFITS / LIFE INSURANCE	273.61	195.00	1,095.00	508.52	1,095.00	(468.00)	627.00	
	FRINGE BENEFITS / HEALTH INSURANCE	-	(1,360.83)	-	-			-	
	FRINGE BENEFITS / UTILITY CREDIT	1,883.32	1,800.00	2,250.00	1,656.47	2,250.00	900.00	3,150.00	
	FRINGE BENEFITS / BENEFIT ALLOWANCE	55,412.81	52,780.90	71,794.00	64,303.43	74,416.00		74,416.00	
	FRINGE BENEFITS / VEHICLE ALLOWANCE	388.79	50.00	3,210.00	267.50	3,210.00	(1,500.00)	1,710.00	
	FRINGE BENEFITS / BOOT ALLOWANCE	1,000.00	750.00	1,025.00	1,025.00	1,025.00	(125.00)	900.00	
	FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	-	-	(8.80)	-		-	
	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	1,885.28	-	-	-	-		-	
	CONTRACTUAL SERVICES / PRINTING/BINDING	43.20	-	-	-	-		-	
	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	80.70	-	300.00	94.10	101.00		101.00	
	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	70.00	500.00	-	505.00	500.00	1,005.00	
	CONTRACTUAL SERVICES / STAFF TRAINING	3,164.06	824.00	3,500.00	-	3,535.00	2,500.00	6,035.00	Training for fleet operations
	CONTRACTUAL SERVICES / CONTRACTED REFUSE SVC	-	90.00	1,000.00	-	1,010.00		1,010.00	
	CONTRACTUAL SERVICES / LAUNDRY/CLEANING	575.68	538.72	249.00	461.12	757.00		757.00	
	CONTRACTUAL SERVICES / ALARM SERVICE	273.87	275.29	300.00	283.58	303.00		303.00	
	CONTRACTUAL SERVICES / PAGING SERVICE	104.49	56.42	-	-	151.00		151.00	
	CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	-	-	30,000.00	12,660.68	-		-	
	CONTRACTUAL SERVICES / RECYCLING SERVICES	2,609.32	3,457.67	5,000.00	6,070.43	3,030.00		3,030.00	
	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	1,081.31	1,599.80	1,974.00	867.39	1,010.00		1,010.00	
	CONTRACT SVC-EMPLOYEE SPC / TOOL ALLOWANCE	4,500.00	4,500.00	5,000.00	4,500.00	5,050.00		5,050.00	
	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	218.00	560.00	500.00	192.00	505.00		505.00	
	CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	450.00	-	337.24	-		-	
	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	18,668.80	13,112.94	13,500.00	14,525.40	13,905.00		13,905.00	
	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	1,483.73	1,279.20	1,500.00	1,583.55	1,515.00		1,515.00	
	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	565.27	783.13	750.00	1,100.23	757.00		757.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	500.68	337.52	2,500.00	4,174.78	2,525.00	37,000.00	39,525.00	Repairs to in-ground lifts, generator repairs and maintenance plan
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-VEHICLES	123,651.35	109,082.11	121,368.00	113,403.53	101,000.00	25,000.00	126,000.00	Increase in maintenance costs due to aging fleet.
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	45,486.77	5,935.37	37,875.00	42,729.59	30,300.00	35,000.00	65,300.00	Increase needed for CNG Compressor rebuild and repairs to aging heavy fleet
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	5,203.00	5,888.88	7,005.00	5,380.70	6,060.00	6,000.00	12,060.00	Upgrades to RTA, Fuel Force and Mega Track to web based systems
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-HDWRE-CNTR	1,562.00	1,562.00	1,750.00	1,562.00	1,616.00		1,616.00	
	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	-	-	16,128.00	5,885.19		16,128.00	16,128.00	To cover annual lease payment of vehicles received in FY19
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	-	-	-	15,000.00	15,000.00	Design services for upgrades to shop (e.g. cooling system, structural repairs, etc.)
	CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	-	75.00	200.00	80.00	202.00		202.00	
	INTERNAL SERVICE FUNDS / DEPARTMENTAL SUPPLIES	1,341.64	1,062.72	1,600.00	2,713.56	1,515.00		1,515.00	
	DEPARTMENTAL SUPPLIES / GASOLINE/DIESEL FUEL	246,252.01	313,898.11	270,000.00	346,649.00	292,900.00	57,100.00	350,000.00	Based on Current Actuals
	DEPARTMENTAL SUPPLIES / OIL/LUBICANTS	7,545.36	4,410.37	9,000.00	5,889.58	8,585.00		8,585.00	
	DEPARTMENTAL SUPPLIES / STATE FUEL TAX	(557.52)	(363.38)	728.00	(1,068.35)	(757.00)		(757.00)	
	DEPARTMENTAL SUPPLIES / CNG FUEL	85,471.73	56,405.65	65,000.00	53,562.19	75,750.00		75,750.00	
	SUPPLIES-TECHNICAL SPLS / AUTO PARTS	134,435.72	55,024.00	151,443.00	139,639.13	131,300.00		131,300.00	
	SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	6,123.88	12,271.65	7,500.00	21,509.41	7,575.00		7,575.00	
	SUNDRY CHARGES/SPC PRGRMS / CREDIT CARD FEES	4,249.78	1,926.36	3,500.00	730.80	3,535.00		3,535.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	6,664.00	6,561.00	7,963.00	5,513.00	8,040.00	(522.00)	7,518.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	5,342.00	12,262.00	9,960.00	10,630.00	9,960.00	4,821.00	14,781.00	
	INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	6,337.00	6,844.00	7,792.00	5,217.00	7,955.00	1,755.00	9,710.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	5,654.00	6,683.00	25,624.00	16,021.00	27,061.00	9,446.00	36,507.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	14,911.00	14,232.00	16,843.00	10,984.00	17,133.00	(540.00)	16,593.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	11,040.00	12,092.00	13,396.00	9,377.00	13,201.00	1,861.00	15,062.00	
	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	3,819.64	-	-	-	-	5,000.00	5,000.00	Replace outdated fleet shop computers and upgrades to internet access.
	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	5,985.51	3,500.00	-	3,535.00		3,535.00	
	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	8,059.86	-	3,500.00	-	3,535.00		3,535.00	
	Total Expenditures Fund 702 - Department 3800	**1,167,873.62**	**1,062,951.00**	**1,380,608.00**	**1,312,496.96**	**1,343,234.00**	**204,521.00**	**1,547,755.00**	
	Total Fund 702 - Fleet Maintenance Fund - Revenue	1,032,333.53	1,106,409.10	2,528,905.00	952,759.47	1,366,665.00	203,268.00	1,569,933.00	
	Total Fund 702 - Fleet Maintenance Fund - Expenditures	1,167,873.62	1,062,951.00	1,380,608.00	1,312,496.96	1,343,234.00	204,521.00	1,547,755.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Net Fund 702 - Fleet Maintenance Fund Balance	(135,540.09)	43,458.10	1,148,297.00	(359,737.49)	23,431.00	(1,253.00)	22,178.00	
Fund 703 - Information Systems Services Fund								
Revenue - Information Systems Services Fund - Department - Information Systems Services								
INTEREST / INVESTMENT INTEREST	709.88	895.48	350.00	414.08	350.00		350.00	
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT	-	272.23	-	-			-	
INTERNAL SERVICE REVENUES / COMPUTER SVC-GENERAL FU	233,986.00	254,376.00	218,756.00	153,131.00	215,566.00	36,398.00	251,964.00	
INTERNAL SERVICE REVENUES / COMPUTER SVC-OTHER FUND	255,241.00	275,521.00	242,545.00	169,783.00	239,008.00	234,200.00	473,208.00	Additional $200,000 From Electric for share of planned equipment replacement
Total Revenue Fund 703 - Department 3700	**489,936.88**	**531,064.71**	**461,651.00**	**323,328.08**	**454,924.00**	**270,598.00**	**725,522.00**	
Expenditures - Information Systems Services Fund - Department - Information Systems Services								
SALARY & WAGES / PAYROLL-REGULAR	197,308.31	214,047.69	156,906.00	150,832.57	166,041.00	3,288.00	169,329.00	
SALARY & WAGES / OVERTIME	755.68	3,260.99	5,000.00	2,102.45	5,050.00		5,050.00	
SALARY & WAGES / INCENTIVE PAY	767.96	-	-	-			-	
SALARY & WAGES / WORKING OUT OF CLASS	1,409.11	-	-	-			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	3,000.00	-	-	-			-	
SALARY & WAGES / COMP TIME PAYOFF	3,086.32	1,333.84	3,040.00	1,616.52	3,193.00	63.00	3,256.00	
SALARY & WAGES / VACATION PAYOFF	4,594.87	6,624.80	3,040.00	-	3,193.00	63.00	3,256.00	
SALARY & WAGES / SICK LEAVE PAYOFF	7,956.21	5,447.41	3,040.00	3,879.65	3,193.00	63.00	3,256.00	
SALARY & WAGES / HOLIDAY PAYOFF	4,894.55	6,053.30	3,040.00	3,597.27	3,193.00	63.00	3,256.00	
FRINGE BENEFITS / FICA	15,674.36	18,802.92	14,785.00	13,286.41	15,626.00	271.00	15,897.00	
FRINGE BENEFITS / PERS	47,733.99	51,709.97	52,736.00	48,967.48	61,951.00	(515.00)	61,436.00	
FRINGE BENEFITS / WORKERS COMP	6,360.84	10,474.88	7,255.00	6,914.46	7,657.00	151.00	7,808.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,212.28	1,305.73	957.00	920.16	1,013.00	20.00	1,033.00	
FRINGE BENEFITS / LIFE INSURANCE	617.39	631.81	936.00	458.25	936.00		936.00	
FRINGE BENEFITS / HEALTH INSURANCE	130.18	-	-	189.32			-	
FRINGE BENEFITS / UTILITY CREDIT	395.25	-	-	-			-	
FRINGE BENEFITS / BENEFIT ALLOWANCE	38,105.34	42,898.93	32,400.00	31,795.91	33,600.00		33,600.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	4,411.24	4,050.00	3,000.00	2,750.00	3,000.00		3,000.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(557.40)	-	-			-	
CONTRACTUAL SERVICES / PRINTING/BINDING	-	64.70	-	-			-	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	39.12	7.52	-	3.76			-	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,525.94	-	-	-			-	
CONTRACTUAL SERVICES / STAFF TRAINING	-	-	-	200.00			-	
CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	-	4,300.00	-	-			-	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	124.00	208.00	200.00	80.00	200.00		200.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	-	300.00	900.00	80.00	900.00		900.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	1,057.35	1,507.05	2,150.00	1,669.42	2,150.00		2,150.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	87,482.54	93,204.32	100,000.00	145,194.38	88,753.00	37,101.00	125,854.00	Endpoint protection and increase in actual costs

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-HDWRE-CNTR	12,577.60	16,681.44	14,459.00	12,775.93	12,480.00	11,848.00	24,328.00	increase in actual costs, additional hardware needed for computer systems.
	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	6,302.12	5,985.10	14,363.00	5,378.30	5,150.00	2,440.00	7,590.00	OpenGov 900, Executime 1000, Pension & Labor costing modules (GovInvest/AdastraGov)540
	INTERNAL SERVICE FUNDS / DEPARTMENTAL SUPPLIES	764.70	183.07	700.00	506.44	200.00	300.00	500.00	
	DEPARTMENTAL SUPPLIES / COMPUTER SUPPLIES	-	-	1,386.00	762.93	1,000.00		1,000.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	5,677.00	5,589.00	3,603.00	2,494.00	3,638.00	1,619.00	5,257.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	4,550.00	10,445.00	4,507.00	4,809.00	4,507.00	5,830.00	10,337.00	
	INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	5,288.00	5,703.00	3,526.00	2,361.00	3,600.00	3,190.00	6,790.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	4,346.00	5,137.00	6,308.00	3,944.00	6,662.00	1,689.00	8,351.00	
	INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	11,461.00	10,939.00	7,559.00	4,929.00	7,689.00	3,113.00	10,802.00	
	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	3,180.34	6,711.24	4,500.00	3,903.96			-	
	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	-	34,820.00	11,453.38	10,000.00		10,000.00	
	NONCAPITALIZED ASSETS / COMMUNICATIONS EQUIPMENT	3,710.52	-	-	-			-	
	Total Expenditures Fund 703 - Department 3700	**486,500.11**	**533,050.31**	**485,116.00**	**467,855.95**	**454,575.00**	**70,597.00**	**525,172.00**	
	Total Fund 703 - Information Systems Services Fund - Revenue	489,936.88	531,064.71	461,651.00	323,328.08	454,924.00	270,598.00	725,522.00	
	Total Fund 703 - Information Systems Services Fund - Expenditures	486,500.11	533,050.31	485,116.00	467,855.95	454,575.00	70,597.00	525,172.00	
	Net Fund 703 - Information Systems Services Fund Balance	3,436.77	(1,985.60)	(23,465.00)	(144,527.87)	349.00	200,001.00	200,350.00	
	Fund 761 - Utility Billing Administration Fund								
	Revenue - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service								
	INTEREST / INVESTMENT INTEREST	1,746.20	3,565.20	1,500.00	2,974.46	1,500.00		1,500.00	
	UTILITY FUNDS / DELINQUENT PROCESSING FEE	264,805.00	264,712.50	265,000.00	235,267.00	265,000.00		265,000.00	
	SUNDRY CHARGES/SPC PRGRMS / MISC UTILITY BILL REVEN	-	-	-	2.00			-	
	SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	172.63	-	-			-	
	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-WATER	368,290.00	308,865.00	307,599.00	222,982.00	324,187.00	13,675.00	337,862.00	
	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-ELECTRIC	704,280.00	612,555.00	615,794.00	446,396.00	649,002.00	27,377.00	676,379.00	
	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-WASTEWAT	255,520.00	223,800.00	194,931.00	141,307.00	205,442.00	8,667.00	214,109.00	
	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-REFUSE	267,685.00	230,164.00	199,488.00	144,611.00	210,245.00	8,869.00	219,114.00	
	Total Revenue Fund 761 - Department 3100	**1,862,326.20**	**1,643,834.33**	**1,584,312.00**	**1,193,539.46**	**1,655,376.00**	**58,588.00**	**1,713,964.00**	
	Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service								
	SALARY & WAGES / PAYROLL-REGULAR	590,084.97	638,689.44	612,985.00	545,228.37	638,615.00	(1,965.00)	636,650.00	
	SALARY & WAGES / OVERTIME	20,009.00	13,714.28	12,000.00	7,940.68	12,000.00		12,000.00	
	SALARY & WAGES / INCENTIVE PAY	3,795.75	3,300.00	3,300.00	3,162.50	3,300.00		3,300.00	
	SALARY & WAGES / WORKING OUT OF CLASS	1,409.10	-	-	71.44			-	
	SALARY & WAGES / COMP TIME PAYOFF	560.17	2,434.10	11,735.00	5,922.56	12,222.00	(34.00)	12,188.00	
	SALARY & WAGES / VACATION PAYOFF	4,420.52	3,323.52	11,735.00	5,162.08	12,222.00	(34.00)	12,188.00	
	SALARY & WAGES / SICK LEAVE PAYOFF	3,332.30	5,231.96	11,735.00	4,080.06	12,222.00	(34.00)	12,188.00	
	SALARY & WAGES / HOLIDAY PAYOFF	11,294.49	11,139.65	11,735.00	3,582.88	12,222.00	(34.00)	12,188.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
SALARY & WAGES / LTD REIMBURSEMENT	842.23	-	-	-			-	
FRINGE BENEFITS / FICA	50,232.92	55,346.69	55,869.00	47,746.01	58,397.00	(115.00)	58,282.00	
FRINGE BENEFITS / PERS	136,025.91	133,678.89	146,437.00	133,488.06	169,754.00	(2,827.00)	166,927.00	
FRINGE BENEFITS / WORKERS COMP	24,416.97	26,337.73	24,220.00	20,361.94	25,154.00	9.00	25,163.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	3,568.99	3,864.75	3,711.00	3,313.49	3,867.00		3,867.00	
FRINGE BENEFITS / LIFE INSURANCE	1,096.88	1,193.36	2,293.00	1,130.97	2,293.00		2,293.00	
FRINGE BENEFITS / HEALTH INSURANCE	130.18	(306.87)	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT	12,409.88	9,728.50	7,650.00	6,919.78	7,650.00		7,650.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	166,115.48	173,711.65	166,000.00	150,005.64	172,000.00		172,000.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	6,678.93	7,397.53	7,350.00	6,448.96	7,350.00		7,350.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(367.36)	-	(1,250.84)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	-	-	800.00	409.50			-	
CONTRACTUAL SERVICES / PRINTING/BINDING	9,452.59	9,171.40	19,000.00	7,773.23	6,500.00	1,500.00	8,000.00	Printing door hangers/ AR slips
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	-	125.35	400.00	250.00	250.00	100.00	350.00	Subscription request-renew
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	57,756.12	59,856.18	104,276.00	61,583.97	63,000.00	9,000.00	72,000.00	Delq. Processing mail/process
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,621.46	-	1,000.00	-	800.00	1,700.00	2,500.00	increase training
CONTRACTUAL SERVICES / STAFF TRAINING	4,313.79	585.00	2,000.00	267.00	3,000.00		3,000.00	Notary renewal
CONTRACTUAL SERVICES / DELINQUENT COLLECTION SVC	2,510.38	5,206.04	4,700.00	1,178.69	2,000.00	1,000.00	3,000.00	increase collection services
CONTRACTUAL SERVICES / COURIER SERVICES	7,577.39	7,557.02	10,143.00	7,972.66	7,800.00	100.00	7,900.00	Anticipated use w/increase in fees
CONTRACTUAL SERVICES / ONLINE CREDIT CHECKS	-	-	-	-		2,000.00	2,000.00	using Online utilities
CONTRACTUAL SERVICES / CREDIT CARD FEES	196,685.99	205,394.29	151,205.00	165,227.42	150,000.00		150,000.00	Anticipated use
CONTRACTUAL SERVICES / LOCKBOX FEES	40,029.26	38,699.41	34,000.00	28,367.72	32,000.00		32,000.00	Anticipated use w/increase in fees
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	132.95	-	-	-			-	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	502.00	288.00	400.00	16.00	350.00	150.00	500.00	overtime
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	718.00	1,380.00	1,500.00	675.00	1,500.00		1,500.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	151.53	175.30	200.00	-	200.00		200.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	2,795.66	3,539.45	5,895.00	3,198.64	2,400.00	2,600.00	5,000.00	anticipated
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	33,328.70	35,118.06	62,386.00	34,269.03	36,500.00		36,500.00	Increase in Itron fees
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-HDWRE-CNTR	652.99	675.00	700.00	-	700.00		700.00	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	1,388.03	1,264.29	3,354.00	1,149.50	2,100.00		2,100.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	18,784.94	25,886.01	64,854.00	57,986.88	32,775.00	3,725.00	36,500.00	
CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	29,752.29	2,837.82	23,964.00	23,963.73	24,683.00		24,683.00	
INTERNAL SERVICE FUNDS / DEPARTMENTAL SUPPLIES	4,942.44	5,136.69	4,052.00	2,271.86	4,400.00	100.00	4,500.00	Increase in fees and supply usage
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	18,611.00	18,321.00	18,376.00	12,721.00	18,555.00	(681.00)	17,874.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	14,917.00	34,242.00	22,984.00	24,529.00	22,984.00	12,160.00	35,144.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	17,335.00	18,696.00	17,981.00	12,039.00	18,358.00	4,729.00	23,087.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	13,903.00	16,433.00	8,168.00	5,107.00	8,627.00	(517.00)	8,110.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	36,667.00	34,999.00	36,011.00	23,486.00	36,632.00	(269.00)	36,363.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER		33,944.00	36,641.00	27,799.00	19,460.00	27,394.00	4,425.00	31,819.00	
NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES		-	1,299.95	1,380.00	-	1,300.00	3,700.00	5,000.00	toward cubicles
NONCAPITALIZED ASSETS / COMPUTER HARDWARE		589.98	1,611.40	2,548.00	1,493.35	1,000.00	18,000.00	19,000.00	ivr check scanner & software
NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT		-	-	2,250.00	-	300.00	100.00	400.00	Strip reader
Total Expenditures Fund 761 - Department 3100		**1,585,488.16**	**1,653,556.48**	**1,721,081.00**	**1,439,683.46**	**1,655,376.00**	**58,588.00**	**1,713,964.00**	
Revenue - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service - Meter Reading & Service									
INTERNAL SERVICE REVENUES / METER/SVC COSTS-WATER		266,887.00	341,776.00	277,136.00	155,438.00	287,576.00	15,851.00	303,427.00	
INTERNAL SERVICE REVENUES / METER/SVC COSTS-ELECTRI		266,887.00	341,776.00	322,063.00	180,637.00	334,195.00	18,421.00	352,616.00	
Total Revenue Fund 761 - Department 3110		**533,774.00**	**683,552.00**	**599,199.00**	**336,075.00**	**621,771.00**	**34,272.00**	**656,043.00**	
Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service - Meter Reading & Service									
SALARY & WAGES / PAYROLL-REGULAR		243,202.50	276,201.63	256,685.00	238,249.23	271,830.00	(1,012.00)	270,818.00	
SALARY & WAGES / OVERTIME		7,051.45	13,454.39	9,500.00	7,625.08	9,500.00		9,500.00	
SALARY & WAGES / COMP TIME PAYOFF		27.77	-	4,928.00	169.30	5,218.00	(27.00)	5,191.00	
SALARY & WAGES / VACATION PAYOFF		3,124.99	-	4,928.00	1,086.37	5,218.00	(27.00)	5,191.00	
SALARY & WAGES / SICK LEAVE PAYOFF		1,006.40	-	4,928.00	-	5,218.00	(27.00)	5,191.00	
SALARY & WAGES / HOLIDAY PAYOFF		3,397.67	4,023.06	4,928.00	2,900.97	5,218.00	(27.00)	5,191.00	
FRINGE BENEFITS / FICA		21,882.25	25,843.76	25,540.00	21,492.57	27,017.00	(85.00)	26,932.00	
FRINGE BENEFITS / PERS		57,126.94	62,646.91	67,972.00	62,773.06	79,451.00	(1,587.00)	77,864.00	
FRINGE BENEFITS / WORKERS COMP		18,105.04	20,763.73	20,343.00	18,601.07	21,538.00	(81.00)	21,457.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE		1,471.07	1,671.22	1,551.00	1,439.44	1,643.00	(7.00)	1,636.00	
FRINGE BENEFITS / HEALTH INSURANCE		-	(398.70)	-	-			-	
FRINGE BENEFITS / UTILITY CREDIT		6,486.00	5,400.00	3,600.00	3,300.00	3,600.00		3,600.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE		75,269.00	86,725.00	81,000.00	76,275.00	84,000.00		84,000.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE		-	-	767.00	-	767.00		767.00	
FRINGE BENEFITS / BOOT ALLOWANCE		1,200.00	1,500.00	2,000.00	1,500.00	2,000.00		2,000.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW		-	(566.58)	-	(196.16)			-	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS		308.75	46.91	200.00	281.66	200.00	50.00	250.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES		504.09	-	800.00	6.76	800.00	450.00	1,250.00	
CONTRACTUAL SERVICES / STAFF TRAINING		385.00	-	800.00	149.00	800.00		800.00	
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT		1,334.51	2,250.80	3,700.00	1,505.23	2,500.00	3,500.00	6,000.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS		-	64.00	100.00	-	100.00	150.00	250.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE		-	300.00	-	221.00			-	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC		654.69	1,295.98	2,000.00	2,096.55			-	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT		2,730.67	2,839.88	5,428.00	2,953.47	3,600.00	400.00	4,000.00	Itron meter reading equipment
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE		3,352.32	3,486.41	3,700.00	3,625.87		5,000.00	5,000.00	Itron meter reading software
INTERNAL SERVICE FUNDS / DEPARTMENTAL SUPPLIES		430.11	1,148.99	300.00	165.94	300.00	6,200.00	6,500.00	Home Depot account for supplies
SUPPLIES-TECHNICAL SPLS / TOOLS/SHOP SUPPLIES		235.83	1,186.13	2,000.00	316.27	1,000.00	1,000.00	2,000.00	Tool box and equipment for truck
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL		8,228.00	8,099.00	9,008.00	6,236.00	9,095.00	(333.00)	8,762.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY		6,595.00	15,138.00	11,267.00	12,024.00	11,267.00	5,961.00	17,228.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT		10,582.00	11,634.00	8,814.00	5,901.00	8,999.00	2,318.00	11,317.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	6,082.00	7,189.00	2,899.00	1,813.00	3,062.00	(106.00)	2,956.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	21,368.81	24,842.00	32,052.00	22,746.00	28,939.00	5,978.00	34,917.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	16,041.00	15,311.00	17,045.00	11,116.00	17,339.00	(126.00)	17,213.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	11,653.00	12,580.00	10,708.00	7,496.00	10,552.00	1,710.00	12,262.00	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	-	-	8,500.00	-	500.00	4,500.00	5,000.00	USB wifi/equipment
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	-	1,000.00	-	500.00	500.00	1,000.00	Software upgrade
Total Expenditures Fund 761 - Department 3110	**529,836.86**	**604,676.52**	**608,991.00**	**513,869.68**	**621,771.00**	**34,272.00**	**656,043.00**	
Total Fund 761 - Utility Billing Administration Fund - Revenue	2,396,100.20	2,327,386.33	2,183,511.00	1,529,614.46	2,277,147.00	92,860.00	2,370,007.00	
Total Fund 761 - Utility Billing Administration Fund - Expenditures	2,115,325.02	2,258,233.00	2,330,072.00	1,953,553.14	2,277,147.00	92,860.00	2,370,007.00	
Net Fund 761 - Utility Billing Administration Fund Balance	280,775.18	69,153.33	(146,561.00)	(423,938.68)	-	-	-	
Fund 805 - Redevelopment Obigation Retirement Fund								
Revenue - Redevelopment Obigation Retirement Fund - Department - Successor Agency								
PROPERTY TAXES / PROPERTY TAXES-CURRENT	3,759,130.57	2,722,510.00	2,975,619.00	2,506,684.00	2,975,619.00		2,975,619.00	
INTEREST / INVESTMENT INTEREST	(186.75)	(334.14)	-	-			-	
Total Revenue Fund 805 - Department 9200	**3,758,943.82**	**2,722,175.86**	**2,975,619.00**	**2,506,684.00**	**2,975,619.00**	**-**	**2,975,619.00**	
Expenditures - Redevelopment Obigation Retirement Fund - Department - Successor Agency								
INTERFUND TRANSFERS / TRANSFER - SA ADMIN FUND	-	-	250,000.00	-	250,000.00		250,000.00	
INTERFUND TRANSFERS / TRSFR MRGD AREA DEBT SERV	2,226,551.96	1,205,460.84	2,199,248.00	1,626,832.97	2,195,629.00		2,195,629.00	
INTERFUND TRANSFERS / TRNSFR-CRA ADMIN FUND	103,931.57	250,000.00	-	250,000.00			-	
Total Expenditures Fund 802 - Department 9200	**2,330,483.53**	**1,455,460.84**	**2,449,248.00**	**1,876,832.97**	**2,445,629.00**	**-**	**2,445,629.00**	
Revenue - Redevelopment Obigation Retirement Fund - Department - SA-Downtown								
Total Revenue Fund 805 - Department 9300	-	-	-	-	-	-	-	
Expenditures - Redevelopment Obigation Retirement Fund - Department - SA-Downtown								
INTERFUND TRANSFERS / TRNSFR-CRA-DWNTWN DEBT SV	1,189,968.36	643,243.99	-	784,842.28			-	
Total Expenditures Fund 805 - Department 9300	**1,189,968.36**	**643,243.99**	**-**	**784,842.28**	**-**	**-**	**-**	
Revenue - Redevelopment Obigation Retirement Fund - Department - SA-Midway Operation/Project								
Total Revenue Fund 805 - Department 9400	-	-	-	-	-	-	-	
Expenditures - Redevelopment Obigation Retirement Fund - Department - SA-Midway Operation/Project								
INTERFUND TRANSFERS / TRNFR-CRA-MDWY DEBT SVC	454,869.83	244,454.17	-	313,943.75			-	
Total Expenditures Fund 805 - Department 9400	**454,869.83**	**244,454.17**	**-**	**313,943.75**	**-**	**-**	**-**	
Total Fund 805 - Redevelopment Obigation Retirement Fund - Revenue	3,758,943.82	2,722,175.86	2,975,619.00	2,506,684.00	2,975,619.00	-	2,975,619.00	
Total Fund 805 - Redevelopment Obigation Retirement Fund - Expenditures	3,975,321.72	2,343,159.00	2,449,248.00	2,975,619.00	2,445,629.00	-	2,445,629.00	
Net Fund 805 - Redevelopment Obigation Retirement Fund Balance	(216,377.90)	379,016.86	526,371.00	(468,935.00)	529,990.00	-	529,990.00	
Fund 810 - Successor Housing Agency Fund								
Revenue - Successor Housing Agency Fund - Department - SA-Low/Mod								
INTEREST / INVESTMENT INTEREST	4,730.51	12,024.68	-	21,422.63	3,939.00		3,939.00	
Total Revenue Fund 810 - Department 9700	**4,730.51**	**12,024.68**	**-**	**21,422.63**	**3,939.00**	**-**	**3,939.00**	
Expenditures - Successor Housing Agency Fund - Department - SA-Low/Mod								
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	-	-	5,000.00	831.60			-	
CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES	-	-	5,000.00	-			-	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	30,000.00	-			-	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	3,605.00	7,454.85	3,825.00	3,825.00	3,939.00		3,939.00	
SUNDRY CHARGES/SPC PRGRMS / LOW/MOD HOUSING PROGRAM	-	-	341,290.00	9,286.42			-	
Total Expenditures Fund 810 - Department 9700	**3,605.00**	**7,454.85**	**385,115.00**	**13,943.02**	**3,939.00**	-	**3,939.00**	
Total Fund 810 - Successor Housing Agency Fund - Revenue	4,730.51	12,024.68	-	21,422.63	3,939.00	-	3,939.00	
Total Fund 810 - Successor Housing Agency Fund - Expenditures	3,605.00	7,454.85	385,115.00	13,943.02	3,939.00	-	3,939.00	
Net Fund 810 - Successor Housing Agency Fund Balance	1,125.51	4,569.83	(385,115.00)	7,479.61	-	-	-	
Fund 830 - Debt Service Fund								
Revenue - Debt Service Fund - Department - Successor Agency								
INTEREST / INVESTMENT INTEREST	(54.15)	6,169.99	3,825.00	-			-	
INTEREST / INT. EARNED-FISCAL AGENT	19,385.59	(1.00)	-	-			-	
INTERFUND TRANSFERS / TRANS-RDV OBLIG RETIRE FD	2,226,551.96	1,205,460.84	2,199,248.00	1,626,832.97	2,195,629.00		2,195,629.00	
Total Revenue Fund 830 - Department 9200	**2,245,883.40**	**1,211,629.83**	**2,203,073.00**	**1,626,832.97**	**2,195,629.00**	-	**2,195,629.00**	
Expenditures - Debt Service Fund - Department - Successor Agency								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	278,176.13	11,667.97	1,750.00	-	1,750.00		1,750.00	
DEBT SERVICE-PRINCIPAL / PRINCIPAL-TAX ALLOC BONDS	416,000.00	-	1,205,000.00	1,205,000.00	1,220,000.00		1,220,000.00	
DEBT SERVICE-PRINCIPAL / PRINCIPAL-LOW/MOD BONDS	104,000.00	-	-	-			-	
DEBT SERVICE - INTEREST / INT-TAX ALLOC BONDS	(7,462.42)	-	990,023.00	499,349.39	971,404.00		971,404.00	
DEBT SERVICE - INTEREST / INT EXP T.A.B. LOW/MOD	44,774.50	-	-	-			-	
DEBT SERVICE - EXPENSE / AMORT-DEBT DISCT/EXP	2,516.71	74,610.88	-	-			-	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES	-	-	2,475.00	2,475.00	2,475.00		2,475.00	
Total Expenditures Fund 830 - Department 9200	**838,004.92**	**86,278.85**	**2,199,248.00**	**1,706,824.39**	**2,195,629.00**	-	**2,195,629.00**	
Revenue - Debt Service Fund - Department - Successor Agency - 2007 T.A.P. Bond								
INTEREST / INT. EARNED-FISCAL AGENT	767.22	-	-	-			-	
Total Revenue Fund 830 - Department 9210	**767.22**	-	-	-	-	-	-	
Expenditures - Debt Service Fund - Department - Successor Agency - 2007 T.A.P. Bond								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	1,500.00	-	-	-			-	
CONTRACT SVC-PROFESSIONAL / ARB REBATE CALCS	2,750.00	-	-	-			-	
DEBT SERVICE-PRINCIPAL / PRINCIPAL - T.A.P. BONDS	780,000.00	1,075,000.00	-	-			-	
DEBT SERVICE - INTEREST / INTEREST - T.A.P. BONDS	836,462.81	933,030.87	-	(332,899.59)			-	
DEBT SERVICE - EXPENSE / AMORT-DEBT DISCT/EXP	27,719.22	-	-	-			-	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES	2,750.00	2,475.00	-	-			-	
Total Expenditures Fund 830 - Department 9210	**1,651,182.03**	**2,010,505.87**	-	**(332,899.59)**	-	-	-	
Revenue - Debt Service Fund - Department - SA Downtown								
INTEREST / INVESTMENT INTEREST	(29.36)	(52.53)	-	-			-	
INTERFUND TRANSFERS / TRANS-RDV OBLIG RETIRE FD	1,189,968.36	643,243.99	-	784,842.28			-	
Total Revenue Fund 830 - Department 9300	**1,189,939.00**	**643,191.46**	-	**784,842.28**	-	-	-	
Expenditures - Debt Service Fund - Department - SA Downtown								
Total Expenditures Fund 830 - Department 9300	-	-	-	-	-	-	-	
Revenue - Debt Service Fund - Department - SA-Midway Operation/Project								
INTEREST / INVESTMENT INTEREST	(8.25)	(14.78)	-	-			-	
INTERFUND TRANSFERS / TRANS-RDV OBLIG RETIRE FD	454,869.83	244,454.17	-	313,943.75			-	
Total Revenue Fund 830 - Department 9300	**454,861.58**	**244,439.39**	-	**313,943.75**	-	-	-	
Expenditures - Debt Service Fund - Department - SA-Midway Operation/Project								

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Total Expenditures Fund 830 - Department 9300	-	-	-	-	-	-	-	
Total Fund 830 - Debt Service Fund - Revenue	3,891,451.20	2,099,260.68	2,203,073.00	2,725,619.00	2,195,629.00	-	2,195,629.00	
Total Fund 830 - Debt Service Fund - Expenditures	2,489,186.95	2,096,784.72	2,199,248.00	1,373,924.80	2,195,629.00	-	2,195,629.00	
Net Fund 830 - Debt Service Fund Balance	1,402,264.25	2,475.96	3,825.00	1,351,694.20	-	-	-	
Fund 840 - BEA Capital Projects Fund - Changed FROM Fund 480								
Revenue - BEA Capital Projects Fund - Department - Tax Allocation Bonds								
INTEREST / INVESTMENT INTEREST	-	-	1,500.00	1,101.52	1,500.00		1,500.00	
INTEREST / INT. EARNED-FISCAL AGENT	-	-	7,500.00	20,710.58	7,500.00		7,500.00	
Total Revenue Fund 480 - Department 9500	**-**	**-**	**9,000.00**	**21,812.10**	**9,000.00**	**-**	**9,000.00**	
Expenditures - BEA Capital Projects Fund - Department - Tax Allocation Bonds								
Total Expenditures Fund 840 - Department 9500	-	-	-	-	-	-	-	
Total Fund 840 - BEA Capital Projects Fund - Revenue	-	-	9,000.00	21,812.10	9,000.00	-	9,000.00	
Total Fund 840 - BEA Capital Projects Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 840 - BEA Capital Projects Fund Balance	-	-	9,000.00	21,812.10	9,000.00	-	9,000.00	
Fund 841 - BEA L/M Capital Projects Fund - Changed FROM Fund 481								
Revenue - BEA L/M Capital Projects Fund - Department - SA-Low/Mod								
INTEREST / INVESTMENT INTEREST	-	-	2,000.00	4,272.85	2,000.00		2,000.00	
Total Revenue Fund 481 - Department 9700	**-**	**-**	**2,000.00**	**4,272.85**	**2,000.00**	**-**	**2,000.00**	
Expenditures - BEA L/M Capital Projects Fund - Department - SA-Low/Mod								
Total Expenditures Fund 841 - Department 9700	-	-	-	-	-	-	-	
Total Fund 841 - BEA L/M Capital Projects Fund - Revenue	-	-	2,000.00	4,272.85	2,000.00	-	2,000.00	
Total Fund 841 - BEA L/M Capital Projects Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 841 - BEA L/M Capital Projects Fund Balance	-	-	2,000.00	4,272.85	2,000.00	-	2,000.00	
Fund 850 - Successor Agency Fund								
Revenue- Successor Agency Fund - Department - Successor Agency								
INTEREST / INVESTMENT INTEREST	202.33	420.37	-	632.41			-	
Total Revenue Fund 850 - Department 9200	**202.33**	**420.37**	**-**	**632.41**	**-**	**-**	**-**	
Expenditures- Successor Agency Fund - Department - Successor Agency								
Total Expenditures Fund 850 - Department 9200	-	-	-	-	-	-	-	
Total Fund 850 - Successor Agency Fund - Revenue	202.33	420.37	-	632.41	-	-	-	
Total Fund 850 - Successor Agency Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 850 - Successor Agency Fund Balance	202.33	420.37	-	632.41	-	-	-	
Fund 855 - 2007 TABS Bond Proceeds Fund								
Revenue - 2007 TABS Bond Proceeds Fund - Department - Tax Allocation Bonds								
INTEREST / INVESTMENT INTEREST	3,660.71	(190.66)	-	143.44			-	
Total Revenue Fund 855 - Department 9500	**3,660.71**	**(190.66)**	**-**	**143.44**	**-**	**-**	**-**	
Expenditures - 2007 TABS Bond Proceeds Fund - Department - Tax Allocation Bonds								

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
OTHER ITEMS / FORGIVEN LOAN EXPENSE		1,363,348.00	-	-	634,350.00			-	
Total Expenditures Fund 855 - Department 9500		**1,363,348.00**	-	-	**634,350.00**	-	-	-	
Total Fund 855 - 2007 TABS Bond Proceeds Fund - Revenue		3,660.71	(190.66)	-	143.44	-	-	-	
Total Fund 855 - 2007 TABS Bond Proceeds Fund - Expenditures		1,363,348.00	-	-	634,350.00	-	-	-	
Net Fund 855 - 2007 TABS Bond Proceeds Fund Balance		(1,359,687.29)	(190.66)	-	(634,206.56)	-	-	-	
Fund 856 - 2003 TABS Bond Proceeds Fund									
Revenue 856 - 2003 TABS Bond Proceeds Fund - Department - Tax Allocation Bonds									
INTEREST / INVESTMENT INTEREST		74.11	246.25	-	-			-	
INTEREST / LOAN INTEREST		12,791.42	11,989.55	-	11,155.01			-	
OTHER LOAN REVENUES / LOAN PRINCIPAL - FREEMAN		-	-	-	288,549.80			-	
Total Revenue Fund 856 - Department 9500		**12,865.53**	**12,235.80**	-	**299,704.81**	-	-	-	
Expenditures - 2003 TABS Bond Proceeds Fund - Department - Tax Allocation Bonds									
Total Expenditures Fund 856 - Department 9500		-	-	-	-	-	-	-	
Total Fund 856 - 2003 TABS Bond Proceeds Fund - Revenue		12,865.53	12,235.80	-	299,704.81	-	-	-	
Total Fund 856 - 2003 TABS Bond Proceeds Fund - Expenditures		-	-	-	-	-	-	-	
Net Fund 856 - 2003 TABS Bond Proceeds Fund Balance		12,865.53	12,235.80	-	299,704.81	-	-	-	
Fund 857 - 2003 TABS Bond Proceeds Low/Mod Fund									
Revenue - 2003 TABS Bond Proceeds Low/Mod Fund - Department - SA-Low/Mod									
INTEREST / INVESTMENT INTEREST		92.26	1,077.43	-	816.85			-	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE		395.00	81,580.00	-	395.00			-	
Total Revenue Fund 857 - Department 9700		**487.26**	**82,657.43**	-	**1,211.85**	-	-	-	
Expenditures- 2003 TABS Bond Proceeds Low/Mod Fund - Department - SA-Low/Mod									
SUNDRY CHARGES/SPC PRGRMS / DEVELOPER ASSIST PROGRA		-	41.50	-	-			-	
Total Expenditures Fund 857 - Department 9700		-	**41.50**	-	-	-	-	-	
Total Fund 857 - 2003 TABS Bond Proceeds Low/Mod Fund - Revenue		487.26	82,657.43	-	1,211.85	-	-	-	
Total Fund 857 - 2003 TABS Bond Proceeds Low/Mod Fund - Expenditures		-	41.50	-	-	-	-	-	
Net Fund 857 - 2003 TABS Bond Proceeds Low/Mod Fund Balance		487.26	82,615.93	-	1,211.85	-	-	-	
Total All Funds									
Revenue				**78,918,060.00**	**67,880,870.80**	**75,164,793.00**	**3,091,699.00**	**78,256,492.00**	
Operating Expenditures				75,334,460.00	63,886,543.38	72,167,843.00	2,937,504.00	75,105,347.00	
Capital Expenditures				25,392,530.00	3,718,083.00	5,218,515.00	4,485,795.00	9,704,310.00	
Total Expenditures				**100,726,990.00**	**67,604,626.38**	**77,386,358.00**	**7,423,299.00**	**84,809,657.00**	
Total Budget				179,645,050.00	135,485,497.18	152,551,151.00	10,514,998.00	163,066,149.00	

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Resolution Exhibit "A"

CITY OF BANNING
Capital Improvement Projects - City of Banning
Mid-Cycle Budget Adjustments FY 2019-20

Project Description	City Project # (Naviline)	Funding Source or Unfunded	Funding Account Description	FY 2019 Actuals	FY 2019 Budget after Adjustment	Rollover from FY 2019	FY 2020 Adopted Budget	FY 2020 Mid Cycle Adjustment	FY 2020 Budget after Adjustment	Project Total (Funded)
PARK IMPROVEMENTS (Funded)										
Lions Park Expansion (Phase I Construction; Partially Unfunded)	PK2000	Parkland Develop Fund								
		CDBG	110-5500-347.34-02	$ 45,234	$ -		$ 155,000		$ 155,000	$ 155,000
		Measure J / Mining Tax	Reserves		$ -		$ 200,000		$ 200,000	$ 200,000
				$ 45,234	**$ -**	**$ -**	**$ 355,000**	**$ -**	**$ 355,000**	**$ 355,000**
GENERAL FACILITY IMPROVEMENTS (Funded)										
ADA Improvments at the Senior Center	BI1902	Building Maintenance	General Fund	$ 55,403	$ 30,000		$ 80,000	$ (15,000)	$ 65,000	$ 95,000
Replacement of two HVAC Units at Senior Center	BI1903	Building Maintenance	General Fund					$ 20,000	$ 20,000	$ 20,000
City Hall HVAC	BI1900	General Facilities Fund	Reserves	$ 174,588	$ 200,000	$ 25,412			$ -	$ 200,000
LED Sign at City Hall	BI1901	Public Benefits Fund	Reserves		$ 75,000	$ 75,000			$ -	$ 75,000
				$ 229,991	**$ 305,000**	**$ 100,412**	**$ 80,000**	**$ 5,000**	**$ 85,000**	**$ 390,000**
STREET IMPROVEMENTS (Funded)										
FTIP: Ramsey:Hargrave to ECL	ST1900	Measure A Street Imp	Reserves		$ 477,000	$ 477,000			$ -	$ 477,000
Sunset Ave/Ramsey Street (PS&E)	ST1905	Measure A Street Imp	Reserves					$ 45,000	$ 45,000	$ 45,000
Theodore: Alessandro to Almond Way	ST1901	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX	$ 174	$ 196,000				$ -	$ 196,000
8th: Lincoln to Westward	ST1902	Measure A Street Imp	Reserves	$ 212,967	$ 212,967				$ -	$ 212,967
Charles: Hargrave to 1037 E. Charles	ST1903	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX	$ 130,000	$ 130,000				$ -	$ 130,000
Wesley: Hargrave to 1401 E. Wesley	ST1904	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX	$ 130,000	$ 130,000				$ -	$ 130,000
Sun Lakes Blvd: Highland Hm Rd to Sunset (ED/PS&E)	ST1905	Measure A Street Imp	Reserves	$ 54,307	$ 1,190,033	$ 1,135,726			$ -	$ 1,190,033
Cottonwood Road: 8th Street to 12th Street	ST1906	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX		$ 100,000	$ 100,000			$ -	$ 100,000
George Street: 8th Steet to 12th Street	ST1907	Measure A Street Imp	Reserves		$ 100,000	$ 100,000			$ -	$ 100,000
10th Street: Williams Street to George Street	ST1908	Measure A Street Imp	Reserves		$ 115,000	$ 115,000			$ -	$ 115,000
12th Street: Williams Street to George Street	ST1909	Measure A Street Imp	Reserves		$ 122,000	$ 122,000			$ -	$ 122,000
14th Street: Williams Street to George Street	ST1910	Measure A Street Imp	Reserves		$ 120,000	$ 120,000			$ -	$ 120,000
Indian School Lane: 8th Street to San Gorgonio Avenue	ST2000	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX		$ -		$ 200,000		$ 200,000	$ 200,000
Lincoln Street: San Gorgonio Ave to Hargrave Street	ST2001	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX		$ -		$ 300,000		$ 300,000	$ 300,000

CITY OF BANNING
Capital Improvement Projects - City of Banning
Mid-Cycle Budget Adjustments FY 2019-20

Project Description	City Project # (Naviline)	Funding Source or Unfunded	Funding Account Description	FY 2019 Actuals	FY 2019 Budget after Adjustment	Rollover from FY 2019	FY 2020 Adopted Budget	FY 2020 Mid Cycle Adjustment	FY 2020 Budget after Adjustment	Project Total (Funded)
City-wide Slurry Seal	ST2002	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX		$ -		$ 91,000		$ 91,000	$ 91,000
Sunset Ave/Ramsey Street	ST2002	Measure A Street Imp	SALES & USE TAXES / MEASURE A SALES TAX		$ -			$ 100,000	$ 100,000	$ 100,000
Hargrave/Ramsey Intersection (Construction)	SA19B1	BEA Capital Project Fund (Previously 2007 Tax Allocation Bond Proceeds)	CASH WITH FISCAL AGENT / PROJECT		$ 2,000,000	$ 2,000,000		$ 250,000	$ 250,000	$ 2,250,000
Hathaway/Ramsey Intersection (ROW & Construction)	SA19B2	BEA Capital Project Fund (Previously 2007 Tax Allocation Bond Proceeds)	CASH WITH FISCAL AGENT / PROJECT		$ 3,257,000	$ 3,257,000		$ 263,295	$ 263,295	$ 3,520,295
Edison ITCC Tax (Courthouse Pole Relocation)	SA19B3	BEA Capital Project Fund (Previously 2007 Tax Allocation Bond Proceeds)	CASH WITH FISCAL AGENT / PROJECT	$ 1,600	$ 610,000				$ -	$ 610,000
Joshua Palmer Realignment	ST1911	TUMF	OTHER REVENUE / TUMF FUNDING	$ 15,000	$ 2,000,000	$ 1,985,000			$ -	$ 2,000,000
Street Rehab at Various Locations	ST1912 / ST2003	SB 1 (RMRA)	REVENUE FROM STATE / SB1 RMRA GAS TAX REVENUE	$ 79,157	$ 515,917	$ 515,917	$ 521,076		$ 521,076	$ 1,036,993
Bikeway and Safe Route to School (PS&E)	ST18G1	ATP Cycle 2	REVENUE FROM STATE / CTC - ATP GRANT	$ 961,294	$ 1,183,086	$ 221,792			$ -	$ 1,183,086
Bikeway and Safe Route to School (Construction)	ST18G1	ATP Cycle 2	REVENUE FROM STATE / CTC - ATP GRANT		$ -		$ 36,439		$ 36,439	$ 36,439
				$ 1,584,499	**$ 12,459,003**	**$ 10,149,435**	**$ 1,148,515**	**$ 658,295**	**$ 1,806,810**	**$ 14,265,813**

Resolution Exhibit "A"

CITY OF BANNING
Capital Improvement Projects - City of Banning
Mid-Cycle Budget Adjustments FY 2019-20

Project Description	City Project # (Naviline)	Funding Source or Unfunded	Funding Account Description	FY 2019 Actuals	FY 2019 Budget after Adjustment	Rollover from FY 2019	FY 2020 Adopted Budget	FY 2020 Mid Cycle Adjustment	FY 2020 Budget after Adjustment	Project Total (Funded)
FLEET IMPROVEMENTS & TRANSIT (Funded)										
		Transit (STA)	REVENUE FROM STATE / CAPITAL GRANT - STA	$ 18,626	$ 590,000			$ (125,000)	$ (125,000)	$ 465,000
CNG Facility (Design/Construction)	TR1900	MSRC Grant	REVENUE FROM STATE / MSRC GRANT		$ 175,000				$ -	$ 175,000
		Air Quality Improvement Fund	Transfer from Air Quality Fund 132-4900-446.56-52		$ 35,000				$ -	$ 35,000
		BUSD Cost Share	SUNDRY CHARGES/SPC PRGRMS / COST REIMBURSMENT: BUSD		$ 400,000				$ -	$ 400,000
Rebranding/Repainting Buses	TR2000	Transit (STA)	REVENUE FROM STATE / CAPITAL GRANT - STA					$ 125,000	$ 125,000	$ 125,000
New Field Service Truck	N/A	Enterprise funds						$ 27,500	$ 27,500	$ 27,500
Purchase of Dump Truck (Grant Match)		Air Quality Improvement Fund						$ 75,000	$ 75,000	$ 75,000
				$ 18,626	**$ 1,200,000**	**$ -**	**$ -**	**$ 102,500**	**$ 102,500**	**$ 1,302,500**
ELECTRIC IMPROVEMENTS (Funded)										
Easement and Right-of-Way Acquisitions	EL1900	Electric Fund	ELECTRIC FUND REVENUES & RESERVES		$ 25,000	$ 25,000	$ 25,000		$ 25,000	$ 50,000
Machinery Equipment - purchasing meter test equipment	N/A	Electric Fund	ELECTRIC FUND REVENUES & RESERVES		$ 50,000	$ 50,000		$ 70,000	$ 70,000	$ 120,000
Line Transformers - transformer replacements	N/A	Electric Fund	ELECTRIC FUND REVENUES & RESERVES	$ 28,366	$ 60,000	$ 31,634		$ 60,000	$ 60,000	$ 120,000
Substation equipment - Breakers for substations	N/A	Electric Fund	ELECTRIC FUND REVENUES & RESERVES	$ 78,658	$ 180,000	$ 101,342		$ 100,000	$ 100,000	$ 280,000
Mapping Project - Equipment and Software to Inventory complete Electric System	EL1911	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES	$ 25,500	$ 135,000	$ 109,500		$ 600,000	$ 600,000	$ 735,000
City Yard Building Improvements	EL1901	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES	$ 4,977	$ 601,304	$ 596,327			$ -	$ 601,304
Security Systems / Fiber Ring	EL1902	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 250,000	$ 250,000	$ 250,000		$ 250,000	$ 500,000
Vehicles	N/A	Electric Capital Improvement		$ 428,604	$ 460,000	$ 31,396		$ 450,000	$ 450,000	$ 910,000
City Yard Block Wall Extension & Charging Station Infrastructure	EL1903	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 440,000	$ 440,000			$ -	$ 440,000
Pardee - Atwell Improvements	EL1910	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 100,000	$ 100,000		$ 500,000	$ 500,000	$ 600,000
Smart Meter Project	EL1904	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES	$ 302,122	$ 3,143,388	$ 2,841,266			$ -	$ 3,143,388
Hydro Rebuild	EL1905	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 307,168	$ 307,168			$ -	$ 307,168
New to replace old underground reconductoring	EL1906	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 282,625	$ 282,625	$ 250,000		$ 250,000	$ 532,625

Resolution Exhibit "A"

CITY OF BANNING
Capital Improvement Projects - City of Banning
Mid-Cycle Budget Adjustments FY 2019-20

Project Description	City Project # (Naviline)	Funding Source or Unfunded	Funding Account Description	FY 2019 Actuals	FY 2019 Budget after Adjustment	Rollover from FY 2019	FY 2020 Adopted Budget	FY 2020 Mid Cycle Adjustment	FY 2020 Budget after Adjustment	Project Total (Funded)
Electric Improvements at Hathaway	EL1907	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 500,000	$ 500,000			$ -	$ 500,000
Joshua Palmer Relocation	EL1908	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 1,000,000	$ 100,000			$ -	$ 1,000,000
69kV Pole Line Relocation South of I-10 & Midway 69kV pole line crossing	EL2000	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 300,000	$ 300,000	$ 850,000		$ 850,000	$ 1,150,000
Underground Conversion at Jennifer Way, Repplier St and Murray St	EL2001	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ -		$ 250,000		$ 250,000	$ 250,000
Pole Replacements	EL1909	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES	$ 14,112	$ 100,000	$ 85,888	$ 100,000		$ 100,000	$ 200,000
4-12 kV Distribution conversion	EL1912	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ 525,000	$ 525,000		$ 50,000	$ 50,000	$ 575,000
Sunset Distribution Circuits	EL2002	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES		$ -		$ 1,270,000		$ 1,270,000	$ 1,270,000
Fire Mitigation Plan Development	EL2003	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES					$ 50,000	$ 50,000	$ 50,000
SCADA Substation upgrades	EL2004	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES					$ 100,000	$ 100,000	$ 100,000
Decorative Light LED Bulb Replacement	EL2005	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES					$ 60,000	$ 60,000	$ 60,000
Stagecoach Substation Design and Construction	EL2006	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES					$ 1,500,000	$ 1,500,000	$ 1,500,000
EV charging stations	EL2007	Electric Capital Improvement	ELECTRIC FUND REVENUES & RESERVES					$ 100,000	$ 100,000	$ 100,000
Alola Substation - Land Acquisition	EL19B2	Bond	PROJECT / 2015 ISSUE		$ 200,000	$ 200,000			$ -	$ 200,000
Alola Substation -Biological Surveys	EL19B3	Bond	PROJECT / 2015 ISSUE		$ 10,000	$ 10,000		$ 40,000	$ 40,000	$ 50,000
Airport Substation - Land Acquisition	EL19B4	Bond	PROJECT / 2015 ISSUE	$ 531,507	$ 950,000	$ 418,493			$ -	$ 950,000
Airport Substation -Biological Surveys	EL19B5	Bond	PROJECT / 2015 ISSUE		$ 10,000	$ 10,000			$ -	$ 10,000
Downtown UG Conversion/Dec Lights per Reso 2011-33	EL19B0	Bond	PROJECT / 2015 ISSUE		$ 649,042	$ 649,042			$ -	$ 649,042
12kV Substation Conversions	EL19B1	Bond	PROJECT / 2015 ISSUE	$ 425,887	$ 1,150,000	$ 724,113	$ 640,000		$ 640,000	$ 1,790,000
Public Benefits Vehicle	N/A				$ -			$ 40,000	$ 40,000	$ 40,000
				$ 1,839,733	**$ 11,428,527**	**$ 8,688,794**	**$ 3,635,000**	**$ 3,720,000**	**$ 7,355,000**	**$ 18,783,527**
	TOTAL CAPITAL BUDGET ALL FUNDS			**$ 3,718,083**	**$ 25,392,530**	**$ 18,938,641**	**$ 5,218,515**	**$ 4,485,795**	**$ 9,704,310**	**$ 35,096,840**

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ATTACHMENT 3

Resolution No. 2019-__ UA approving the Mid-Cycle Budget Adjustments for Fiscal Year 2019-2020 for the Banning Utility Authority with Exhibit "A" containing the details of the Mid-Cycle Operating & Capital Improvement Budget Adjustments

RESOLUTION 2019-__ UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING AMENDING ITS 2019-20 FISCAL BUDGET PER THE MID-CYCLE REVIEW RECOMMENDATIONS AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN, APPROVING BUDGETARY POLICIES AND RECOMMENDATIONS

WHEREAS, the budget for fiscal year 2019-__ of the Banning Utility Authority (Authority) has been adopted by this Authority in its original form, and said budget will need to be amended at times to fulfill the goals of the Authority; and

WHEREAS, the Authority departments may not exceed their appropriations by character of expense, with expense being defined as personnel services, services and supplies, capital outlay, debt service and inter-fund transfers, without the consent of the City Manager; and

WHEREAS, the Authority may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by the Authority Board; and

WHEREAS, the Authority departments may not hire in excess of the approved number of positions in job classification as indicated by the budget detail without the consent of the Authority Board; and

WHEREAS, the two-year budget is reviewed during a Mid-Cycle Review process that results in recommended budget adjustments and continued appropriations to reflect extended projects and unforeseen changes in revenue or expenditure requirements that require Authority Board approval;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: The Authority Board approves the Mid-Cycle Budget Adjustments and appropriations for the Authority funds as detailed by account in Exhibit "A".

PASSED, APPROVED AND ADOPTED this 27th day of August 2019.

Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:

Daryl Betancur, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution 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 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Daryl Betancur, Secretary
Banning Utility Authority

Exhibit "A"

Banning Utility Authority Mid-Cycle Adjustment Details – Operating & Capital Improvement Budgets

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Fund 660 - Water Fund								
Revenue - Water Fund - Department - Water								
INTEREST / INVESTMENT INTEREST	45,726.96	117,282.98	105,000.00	179,934.58	30,300.00		30,300.00	
REVENUE FROM STATE / CA DEPT OF WATER RESOURCE	212,277.97	587,907.91	792,480.00	199,814.12	800,405.00		800,405.00	
REV FROM OTHER AGENCIES / SAN GORGONIO WATER PA	-	-	-	4,566.50	-		-	
REVENUE FROM COUNTY / RIV CO FLOOD CONTROL	-	-	-	4,566.50	-		-	
UTILITY FUNDS / METERED SALES	9,639,190.33	9,455,133.89	9,347,000.00	9,219,761.51	9,619,000.00		9,619,000.00	
UTILITY FUNDS / TURN ON CHARGES	42,078.00	39,360.00	40,000.00	35,978.00	40,400.00		40,400.00	
UTILITY FUNDS / DELINQ. RECONNECT FEE	45,172.00	31,039.00	40,000.00	27,558.00	40,400.00		40,400.00	
UTILITY FUNDS / BACKFLOW CHARGES	26,860.96	26,492.12	26,500.00	26,155.99	26,765.00		26,765.00	
UTILITY FUNDS / MISCELLANEOUS REVENUES	3,171.00	2,322.00	3,500.00	2,565.00	3,535.00		3,535.00	
SUNDRY CHARGES/SPC PRGRMS / SALE OF SURPLUS PROPERT	1,918.62	-	1,221.00	1,221.00	-		-	
SUNDRY CHARGES/SPC PRGRMS / GAIN ON SALE OF ASSET	1,845.00	-	-	-	-		-	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	4,750.00	7,764.49	9,000.00	13,836.26	7,070.00		7,070.00	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	9,381.55	1,000.00	-	1,010.00		1,010.00	
OTHER REVENUE / METER INSTALLATION & CONN	1,053.00	980.00	3,250.00	2,517.00	1,262.00		1,262.00	
Total Revenue Fund 660 - Department 6300	**10,024,043.84**	**10,277,663.94**	**10,368,951.00**	**9,718,474.46**	**10,570,147.00**	**-**	**10,570,147.00**	
Expenditures - Water Fund - Department - Water								
SALARY & WAGES / PAYROLL-REGULAR	828,509.74	924,524.48	1,096,484.00	1,021,451.38	1,166,119.00	20,495.00	1,186,614.00	
SALARY & WAGES / OVERTIME	60,365.33	83,167.18	70,000.00	78,760.26	70,700.00		70,700.00	
SALARY & WAGES / INCENTIVE PAY	10,429.86	11,130.72	12,524.00	13,015.74	3,641.00	11,000.00	14,641.00	Based on 18/19 actuals and slight increase
SALARY & WAGES / STANDBY PAY	42,374.02	39,868.16	35,000.00	43,519.97	35,350.00	7,000.00	42,350.00	Based on current trend
SALARY & WAGES / WORKING OUT OF CLASS	-	-	-	45.90			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	29,238.99	48,329.38	64,671.00	53,672.71	66,205.00	(5,000.00)	61,205.00	Based on historic numbers
SALARY & WAGES / COMP TIME PAYOFF	2,784.65	3,748.08	20,793.00	12,479.57	21,289.00	350.00	21,639.00	
SALARY & WAGES / VACATION PAYOFF	6,794.08	8,767.78	20,793.00	19,243.55	21,289.00	350.00	21,639.00	
SALARY & WAGES / SICK LEAVE PAYOFF	13,790.57	9,875.99	20,793.00	18,680.95	21,289.00	350.00	21,639.00	
SALARY & WAGES / HOLIDAY PAYOFF	10,479.66	13,591.09	20,793.00	8,684.45	21,289.00	350.00	21,639.00	
SALARY & WAGES / WORKERS COMP-REIMBURSEMT	-	(2,395.88)	-	-			-	
FRINGE BENEFITS / FICA	81,979.75	93,179.61	110,542.00	104,781.82	115,654.00	1,336.00	116,990.00	
FRINGE BENEFITS / PERS	202,167.58	202,341.93	234,765.00	222,640.61	273,297.00	(1,852.00)	271,445.00	
FRINGE BENEFITS / WORKERS COMP	39,267.58	42,303.99	49,196.00	50,326.71	52,078.00	1,748.00	53,826.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	5,028.03	5,602.54	6,651.00	6,190.11	7,075.00	122.00	7,197.00	
FRINGE BENEFITS / LIFE INSURANCE	995.30	1,133.39	2,339.00	1,441.81	2,339.00	187.00	2,526.00	
FRINGE BENEFITS / HEALTH INSURANCE	6,720.39	5,440.63	5,529.00	7,396.10	5,529.00		5,529.00	
FRINGE BENEFITS / DENTAL INSURANCE	1,091.16	808.53	4,503.00	907.01	4,503.00	(1,297.00)	3,206.00	
FRINGE BENEFITS / UTILITY CREDIT	3,929.46	4,195.47	4,230.00	5,419.16	4,230.00	1,980.00	6,210.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	204,070.14	236,018.36	275,630.00	254,651.99	276,920.00	4,880.00	281,800.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	1,379.00	-	1,379.00	(521.00)	858.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	4,655.51	4,914.66	7,350.00	5,663.70	7,350.00	(2,700.00)	4,650.00	
FRINGE BENEFITS / BOOT ALLOWANCE	3,350.00	3,650.01	3,950.00	3,650.00	3,950.00	63.00	4,013.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	(240.00)	(351.14)	-	(3,686.52)			-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	4,831.77	6,979.55	3,739.00	2,390.55	2,525.00		2,525.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACTUAL SERVICES / PRINTING/BINDING	1,221.60	633.03	1,500.00	86.20	1,515.00		1,515.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	4,424.90	6,221.00	5,000.00	6,707.00	5,050.00		5,050.00	
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	14.36	106.77	2,500.00	22.14	2,525.00		2,525.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,996.50	1,573.05	5,000.00	1,979.85	5,050.00		5,050.00	
CONTRACTUAL SERVICES / STAFF TRAINING	585.00	465.00	5,000.00	1,110.00	5,050.00		5,050.00	
CONTRACTUAL SERVICES / ALARM SERVICE	939.72	944.59	1,000.00	976.63	1,010.00		1,010.00	
CONTRACTUAL SERVICES / PAGING SERVICE	152.09	105.77	175.00	-	177.00		177.00	
CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	919.31	1,141.00	3,000.00	2,000.00	3,030.00		3,030.00	
CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	5,098.42	12,090.79	2,500.00	-	2,525.00		2,525.00	
CONTRACTUAL SERVICES / LABORATORY SERVICES	38,177.00	36,085.00	83,915.00	37,816.42	65,650.00		65,650.00	
CONTRACTUAL SERVICES / NPDES STORM WATER EXPENSE	95.00	26,432.07	28,150.00	15,709.06	25,250.00	4,500.00	29,750.00	Increase in fees
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	2,514.90	2,682.00	5,500.00	3,791.70	5,555.00		5,555.00	
CONTRACT SVC-EMPLOYEE SPC / MILEAGE REIMBURSEMENT	25.92	-	-	-	-		-	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	1,188.00	2,742.18	2,500.00	2,169.68	2,525.00		2,525.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	667.50	1,086.00	1,250.00	1,829.40	1,262.00		1,262.00	
CONTRACTUAL SVC-UTILITIES / UTILITIES - BANNING	1,134,464.64	1,181,169.24	1,400,000.00	1,071,617.53	1,236,000.00		1,236,000.00	
CONTRACTUAL SVC-UTILITIES / ELECTRICITY-EDISON	12,200.40	14,812.58	17,500.00	9,906.33	17,675.00		17,675.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SERVICE	9,691.44	8,662.77	13,000.00	10,968.85	13,130.00		13,130.00	
CONTRACTUAL SVC-UTILITIES / NATURAL GAS SERVICE	565.27	783.13	1,000.00	1,100.22	1,010.00		1,010.00	
CONTRACTUAL SVC-UTILITIES / RADIO TRANSMISSION SVCS	16,245.00	28,500.00	30,000.00	22,800.00	30,300.00	5,000.00	35,300.00	Addition of high speed connection at Water Yard
COST OF GOODS/SVC-RESALE / WATER PURCHASE - RESALE	703,340.40	298,352.46	200,000.00	151,209.81	202,000.00	(50,000.00)	152,000.00	Reduction in water order
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	720.74	7,487.28	5,000.00	3,775.98	5,050.00	2,500.00	7,550.00	Repair to well houses
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	1,394.73	37,620.11	10,922.00	3,978.02	9,595.00	2,500.00	12,095.00	Repairs to aging equipment
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-OTHER	553.54	1,074.53	2,000.00	542.52	2,020.00		2,020.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	14,201.67	14,140.99	47,146.00	5,997.00	50,500.00		50,500.00	
CONTRACT SVC-RENTAL/LEASE / EQUIPMENT RENTAL	754.25	7,247.27	10,000.00	8,244.22	10,100.00		10,100.00	
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	1,978.74	1,826.27	43,076.00	5,602.35	43,092.00	17,400.00	60,492.00	Includes full year cost of 18/19 vehicles and half of full year cost for 19/20 vehicles
CONTRACT SVC-RENTAL/LEASE / CITY HALL LEASE	41,650.01	41,720.41	41,748.00	20,795.88	41,748.00		41,748.00	
CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES	-	-	-	-	-	100,000.00	100,000.00	Per Resolution 2019-07UA
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	215,223.75	718,552.85	486,521.00	165,875.08	272,700.00	41,210.00	313,910.00	Increase for grant writing services, OpenGov 4500, Executime 5000, Cost Allocation Plan 4010, Pension & Labor costing modules (GovInvest/AdastraGov) 2700
CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	1,800.00	1,635.50	2,691.00	2,691.00	2,772.00		2,772.00	
CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	245.00	310.00	350.00	520.00	353.00	100.00	453.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	25,872.93	740.00	49,691.00	8,614.38	50,500.00		50,500.00	
WATER / DEPARTMENTAL SUPPLIES	2,003.75	1,672.42	4,000.00	1,685.70	4,040.00		4,040.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	233.00	420.99	750.00	423.09	757.00		757.00	
DEPARTMENTAL SUPPLIES / CHEMLS/GASES/POOL SUP/DRG	25,708.69	23,994.21	47,073.00	22,352.26	32,825.00		32,825.00	
SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	86,196.26	23,112.29	45,000.00	44,325.10	45,450.00		45,450.00	
SUNDRY CHARGES/SPC PRGRMS / TAXES/ASSESSMENTS	1,548.00	1,845.74	2,000.00	1,607.40	2,020.00		2,020.00	
SUNDRY CHARGES/SPC PRGRMS / WATER REBATE PROGRAM	-	-	40,000.00	-	40,400.00	(20,000.00)	20,400.00	
SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS	8,997.45	644.83	17,835.00	-	15,150.00		15,150.00	
SUNDRY CHARGES/SPC PRGRMS / WATERMASTER SERVICES	26,738.00	40,481.95	50,000.00	36,878.00	50,500.00		50,500.00	
SPECIAL UTILITY COSTS / WELLS/PUMP EQUIP EXPENSE	27,970.21	30,055.20	84,708.00	41,020.89	75,750.00	25,000.00	100,750.00	Increase for needed repairs of pelton wheels and pump efficiency testing of all wells.
SPECIAL UTILITY COSTS / RESERVOIR EXPENSES	15,780.00	46,391.91	10,000.00	-	60,600.00		60,600.00	
SPECIAL UTILITY COSTS / WTR DISTRIBUTION SYS EXP	207,179.69	145,030.02	276,117.00	178,402.38	257,550.00	(35,000.00)	222,550.00	Based on actuals.
SPECIAL UTILITY COSTS / METERS EXPENSE	22,704.56	25,308.88	525,000.00	72,474.11	661,550.00	(550,000.00)	111,550.00	Request that the FY19 remainding budget be rolled over to FY20 to fund Smart Meter Program (i.e. purchase of AMI/AMR system)
SPECIAL UTILITY COSTS / TOOLS/MISC SUPPLIES	11,979.92	7,116.58	13,196.00	7,104.94	12,625.00		12,625.00	
SPECIAL UTILITY COSTS / AGGREGATE/ASPHALT	20,215.47	19,438.14	48,685.00	20,094.12	35,350.00		35,350.00	
SPECIAL UTILITY COSTS / WATER REG, VALVES, ETC.	-	-	15,000.00	-	15,150.00		15,150.00	
SPECIAL UTILITY COSTS / INVENTORY ADJUSTMENTS	23,818.59	23,979.02	7,500.00	554.14	7,575.00		7,575.00	
BAD DEBT & DEPREC EXPENSE / BAD DEBT EXPENSE	-	16,112.46	-	-	-		-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	26,887.00	26,469.00	32,067.00	22,198.00	32,380.00	(2,967.00)	29,413.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	36,374.00	83,496.00	40,737.00	43,474.00	40,737.00	24,929.00	65,666.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	24,787.00	26,713.00	31,378.00	21,011.00	32,037.00	6,237.00	38,274.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	20,116.00	8,838.00	51,965.00	64,861.00	53,644.00	(412.00)	53,232.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	27,363.00	32,343.00	46,859.00	29,299.00	49,488.00	469.00	49,957.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	114,143.63	158,548.00	155,667.00	110,470.00	198,947.00	15,327.00	214,274.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMIN COST	-	-	403,549.00	293,282.00	475,657.00		475,657.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-BILL/COLL	368,290.00	308,865.00	307,599.00	222,982.00	324,187.00	13,675.00	337,862.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-MTR READ SV	266,887.00	341,776.00	277,136.00	155,438.00	287,576.00	15,851.00	303,427.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	72,165.00	68,881.00	75,824.00	49,451.00	77,130.00	(3,810.00)	73,320.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	37,909.00	40,747.00	40,511.00	28,358.00	39,921.00	4,359.00	44,280.00	
INTERFUND TRANSFERS / TRNSFR-GENERAL FUND	18,000.00	18,000.00	-	-			-	
INTERFUND TRANSFERS / TRNSFR-IRRIGATION WTR FD	-	-	162,200.00	-	196,950.00		196,950.00	
INTERFUND TRANSFERS / TRSF - BUA WATER DEBT SVC	764,431.26	2,456,192.58	1,889,983.00	1,265,808.44	1,988,378.00		1,988,378.00	
INTERFUND TRANSFERS / LEASE PAYMENT	470,000.00	470,000.00	470,000.00	470,000.00	470,000.00		470,000.00	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES	2,085.00	2,085.00	2,475.00	1,265.00	2,475.00		2,475.00	
NONCAPITALIZED ASSETS / BUILDING IMPROVEMENTS	5,071.42	-	-	-	-		-	
NONCAPITALIZED ASSETS / FENCING IMPROVEMENTS	-	4,940.89	5,059.00	-	-		-	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
NONCAPITALIZED ASSETS / COMPUTER HARDWARE	3,421.13	739.21	1,750.00	1,768.48	1,767.00	13,500.00	15,267.00	New computers and server to better able to withstand ransomware attacks and support new Geoviewer application. Cost estimate by E. Brown
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	8,252.00	2,264.40	7,763.00	6,154.94	-	8,000.00	8,000.00	
NONCAPITALIZED ASSETS / RADIO EQUIPMENT/RADIOS	-	-	1,800.00	-	-		-	
NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	7,289.94	4,466.90	-	-	-		-	
Total Expenditures Fund 660 - Department 6300	**6,556,082.27**	**8,664,737.77**	**9,770,475.00**	**6,712,507.77**	**9,887,285.00**	**(322,791.00)**	**9,564,494.00**	
Total Fund 660 - Water Fund - Revenue	10,024,043.84	10,277,663.94	10,368,951.00	9,718,474.46	10,570,147.00	-	10,570,147.00	
Total Fund 660 - Water Fund - Expenditures	6,556,082.27	8,664,737.77	9,770,475.00	6,712,507.77	9,887,285.00	(322,791.00)	9,564,494.00	
Net Fund 660 - Water Fund Balance	3,467,961.57	1,612,926.17	598,476.00	3,005,966.69	682,862.00	322,791.00	1,005,653.00	
Fund 661 - Water Capital Facilities Fund								
Revenue - Water Capital Facilities Fund - Department - Water								
INTEREST / INVESTMENT INTEREST	16,231.89	31,961.62	31,500.00	52,348.77	17,000.00		17,000.00	
SUNDRY CHARGES/SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	-	37,500.00	37,471.84			-	
OTHER REVENUE / CAPITAL FACILITIES FEE	38,329.60	14,464.00	27,500.00	7,232.00	28,000.00		28,000.00	
OTHER REVENUE / CAPITAL FRONTAGE FEE	-	3,360.25	-	1,500.00			-	
Total Revenue Fund 661 - Department 6300	**54,561.49**	**49,785.87**	**96,500.00**	**98,552.61**	**45,000.00**	**-**	**45,000.00**	
Expenditures - Water Capital Facilities Fund - Department - Water								
Total Expenditures Fund 661 - Department 6300	-	-	-	-	-	-	-	
Total Fund 661 - Water Capital Facilities Fund - Revenue	54,561.49	49,785.87	96,500.00	98,552.61	45,000.00	-	45,000.00	
Total Fund 661 - Water Capital Facilities Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 661 - Water Capital Facilities Fund Balance	54,561.49	49,785.87	**96,500.00**	98,552.61	**45,000.00**	**-**	**45,000.00**	
Fund 662 - Water Irrigation Fund								
Revenue - Water Irrigation Fund - Department - Water								
INTEREST / INVESTMENT INTEREST	5,198.80	9,690.13	9,400.00	15,774.85	5,100.00		5,100.00	
INTERFUND TRANSFERS / TRNSFR-WATER FUND	-	-	162,200.00	-	-	196,950.00	196,950.00	Offset to Transfer from Water Fund not included in Orginal Budget
Total Revenue Fund 662 - Department 6300	**5,198.80**	**9,690.13**	**171,600.00**	**15,774.85**	**5,100.00**	**196,950.00**	**202,050.00**	
Expenditures - Water Irrigation Fund - Department - Water								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	-	-	200,000.00	-			-	
Total Expenditures Fund 662 - Department 6300	-	-	**200,000.00**	-	-	-	-	
Total Fund 662 - Water Irrigation Fund - Revenue	5,198.80	9,690.13	171,600.00	15,774.85	5,100.00	196,950.00	202,050.00	
Total Fund 662 - Water Irrigation Fund - Expenditures	-	-	200,000.00	-	-	-	-	
Net Fund 662 - Water Irrigation Fund Balance	5,198.80	9,690.13	**(28,400.00)**	15,774.85	**5,100.00**	**196,950.00**	**202,050.00**	
Fund 663 - BUA Water Capital Project Fund								

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Revenue - BUA Water Capital Project Fund - Department - Water								
INTEREST / INVESTMENT INTEREST	-	-	5,700.00	9,346.22			-	
INTEREST / INT. EARNED-FISCAL AGENT	1,047.59	16,118.91	6,820.00	13,240.95	3,750.00		3,750.00	
SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	-	63,400.00	-	11,025.00			-	
INTERFUND TRANSFERS / TRNSFR-WATER FUND	-	2,242,240.59	-	-			-	
Total Revenue Fund 663 - Department 6300	**1,047.59**	**2,321,759.50**	**12,520.00**	**33,612.17**	**3,750.00**	**-**	**3,750.00**	
Expenditures - BUA Water Capital Project Fund - Department - Water								
Total Expenditures Fund 663 - Department 6300	-	-	-	-	-	-	-	
Total Fund 663 - BUA Water Capital Project Fund - Revenue	1,047.59	2,321,759.50	12,520.00	33,612.17	3,750.00		3,750.00	
Total Fund 663 - BUA Water Capital Project Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 663 - BUA Water Capital Project Fund Balance	1,047.59	2,321,759.50	**12,520.00**	33,612.17	**3,750.00**	**-**	**3,750.00**	
Fund 669 - BUA Water Debt Service Fund								
Revenue - BUA Water Debt Service Fund - Department - Water								
INTEREST / INT. EARNED-FISCAL AGENT	175.05	1,254.28	1,530.00	2,246.57	940.00		940.00	
INTERFUND TRANSFERS / TRNSFR-WATER FUND	764,431.26	2,456,192.58	1,889,983.00	1,265,808.44	1,988,378.00		1,988,378.00	
Total Revenue Fund 669 - Department 6300	**764,606.31**	**2,457,446.86**	**1,891,513.00**	**1,268,055.01**	**1,989,318.00**	**-**	**1,989,318.00**	
Expenditures - BUA Water Debt Service Fund - Department - Water								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	1,100.00	1,100.00	1,450.00	2,600.00	1,465.00		1,465.00	
CONTRACT SVC-PROFESSIONAL / ARB REBATE CALCS	1,250.00	-	1,500.00	-	1,515.00		1,515.00	
DEBT SERVICE-PRINCIPAL / PRIN - 2015 REV BONDS	455,000.00	730,000.00	857,500.00	744,989.12	995,000.00		995,000.00	
DEBT SERVICE - INTEREST / INTEREST - 2015 REV BONDS	1,059,453.39	1,050,162.52	1,027,963.00	854,152.10	988,813.00		988,813.00	
DEBT SERVICE - EXPENSE / AMORT-DEBT DISCT/EXP	(48,179.23)	(76,380.66)	-	-	-		-	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES	2,475.00	2,475.00	2,500.00	2,475.00	2,525.00		2,525.00	
Total Expenditures Fund 669 - Department 6300	**1,471,099.16**	**1,707,356.86**	**1,890,913.00**	**1,604,216.22**	**1,989,318.00**	**-**	**1,989,318.00**	
Total Fund 669 - BUA Water Debt Service Fund - Revenue	764,606.31	2,457,446.86	1,891,513.00	1,268,055.01	1,989,318.00	-	1,989,318.00	
Total Fund 669 - BUA Water Debt Service Fund - Expenditures	1,471,099.16	1,707,356.86	1,890,913.00	1,604,216.22	1,989,318.00	-	1,989,318.00	
Net Fund 669 - BUA Water Debt Service Fund Balance	(706,492.85)	750,090.00	600.00	(336,161.21)	-	-	-	
Fund 680 - Wastewater Fund								
Revenue - Wastewater Fund - Department - Wastewater								
INTEREST / INVESTMENT INTEREST	7,404.47	15,732.99	16,000.00	27,047.39	7,070.00		7,070.00	
UTILITY FUNDS / USER FEES	3,230,540.88	3,006,681.95	3,379,000.00	3,261,296.38	3,560,000.00		3,560,000.00	
SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	-	909.21	900.00	-	909.00		909.00	
SUNDRY CHARGES/SPC PRGRMS / RESTITUTION/SUBROGATION	12,980.89	-	-	-	-		-	
Total Revenue Fund 680 - Department 8000	**3,250,926.24**	**3,023,324.15**	**3,395,900.00**	**3,288,343.77**	**3,567,979.00**	**-**	**3,567,979.00**	
Expenditures - Wastewater Fund - Department - Wastewater								
SALARY & WAGES / PAYROLL-REGULAR	383,338.76	413,003.48	457,401.00	424,624.53	487,910.00	15,914.00	503,824.00	
SALARY & WAGES / OVERTIME	4,897.97	3,885.62	5,000.00	4,009.16	5,050.00		5,050.00	
SALARY & WAGES / INCENTIVE PAY	8,428.42	9,115.46	8,766.00	8,946.05	1,314.00		1,314.00	
SALARY & WAGES / STANDBY PAY	13,134.42	16,733.17	15,000.00	12,135.50	15,150.00		15,150.00	
SALARY & WAGES / WORKING OUT OF CLASS	-	-	-	28.05			-	
SALARY & WAGES / EDUCATION INCENTIVE BONUS	6,705.56	11,192.33	18,269.00	13,520.46	17,258.00	888.00	18,146.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
SALARY & WAGES / COMP TIME PAYOFF	2,969.23	2,560.28	8,521.00	4,831.59	8,256.00	965.00	9,221.00	
SALARY & WAGES / VACATION PAYOFF	3,533.25	2,377.43	8,521.00	6,931.48	8,256.00	965.00	9,221.00	
SALARY & WAGES / SICK LEAVE PAYOFF	9,307.80	3,357.70	8,521.00	6,267.84	8,256.00	965.00	9,221.00	
SALARY & WAGES / HOLIDAY PAYOFF	5,067.47	8,941.05	8,521.00	2,549.90	8,256.00	965.00	9,221.00	
FRINGE BENEFITS / FICA	33,813.56	37,148.70	42,403.00	39,025.26	43,602.00	1,232.00	44,834.00	
FRINGE BENEFITS / PERS	92,814.76	97,007.00	110,351.00	103,660.06	129,069.00	(664.00)	128,405.00	
FRINGE BENEFITS / WORKERS COMP	15,910.88	16,765.32	18,550.00	16,434.34	19,627.00	1,499.00	21,126.00	
FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	2,321.34	2,505.38	2,774.00	2,571.75	2,963.00	94.00	3,057.00	
FRINGE BENEFITS / LIFE INSURANCE	700.01	795.65	1,317.00	934.80	1,310.00	166.00	1,476.00	
FRINGE BENEFITS / HEALTH INSURANCE	4,695.50	4,118.99	4,529.00	4,578.40	4,529.00		4,529.00	
FRINGE BENEFITS / DENTAL INSURANCE	773.74	587.31	3,488.00	652.71	3,488.00	(865.00)	2,623.00	
FRINGE BENEFITS / UTILITY CREDIT	2,513.37	2,535.02	2,835.00	2,705.83	2,835.00	90.00	2,925.00	
FRINGE BENEFITS / BENEFIT ALLOWANCE	83,713.13	87,678.60	102,021.00	91,866.74	97,044.00	11,840.00	108,884.00	
FRINGE BENEFITS / UNIFORM ALLOWANCE	-	-	725.00	-	725.00	84.00	809.00	
FRINGE BENEFITS / VEHICLE ALLOWANCE	3,378.00	3,614.61	5,340.00	3,929.45	5,340.00	(240.00)	5,100.00	
FRINGE BENEFITS / BOOT ALLOWANCE	1,037.50	1,037.50	1,038.00	1,037.50	1,038.00	62.00	1,100.00	
FRINGE BENEFITS / FICA REIMB-BENEFIT ALLOW	-	(303.84)	-	(1,541.25)	-		-	
CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	847.25	6,460.55	2,739.00	2,107.05	2,525.00		2,525.00	
CONTRACTUAL SERVICES / PRINTING/BINDING	21.60	-	500.00	-	505.00		505.00	
CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	949.00	635.00	1,000.00	1,318.00	1,010.00	500.00	1,510.00	California Real-time Network subscription (GPS)
CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	3.59	-	250.00	-	252.00		252.00	
CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	894.90	3,319.97	4,500.00	200.00	4,545.00		4,545.00	
CONTRACTUAL SERVICES / STAFF TRAINING	70.00	155.00	1,750.00	662.53	1,767.00		1,767.00	
CONTRACTUAL SERVICES / CONTRACT EMPLOYMENT SVCS	2,185.03	5,181.78	1,500.00	-	1,515.00		1,515.00	
CONTRACTUAL SERVICES / LABORATORY SERVICES	7,361.25	4,204.00	13,991.00	6,956.58	12,625.00		12,625.00	
CONTRACTUAL SERVICES / SLUDGE HAULING	20,810.40	4,024.04	50,000.00	16,709.80	25,250.00		25,250.00	
CONTRACTUAL SERVICES / NPDES STORM WATER EXPENSE	12,821.20	-	20,000.00	20,076.43	15,150.00	10,000.00	25,150.00	Increase expense for industrial waste inspections, plan reviews, NPDES inspections (G&G)
CONTRACTUAL SERVICES / CONTRACTED WWTR PLANT SVC	662,144.45	678,396.00	735,681.00	673,499.00	712,740.00	55,000.00	767,740.00	Prevailing wage compliance has increased costs
CONTRACT SVC-EMPLOYEE SPC / UNIFORM PUCHASE/MAINT	780.00	790.00	1,500.00	824.25	1,515.00		1,515.00	
CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	304.00	138.92	500.00	239.71	505.00		505.00	
CONTRACT SVC-EMPLOYEE SPC / VISION ALLOWANCE	47.50	216.00	500.00	452.25	252.00		252.00	
CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	93,712.23	85,955.79	96,000.00	86,938.18	98,880.00	(2,000.00)	96,880.00	
CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	637.52	712.54	575.00	1,076.27	581.00	500.00	1,081.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	-	411.70	30,000.00	-	9,500.00	10,000.00	19,500.00	Roof repairs at WWTP
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-PLANT	2,775.00	5,010.16	19,500.00	6,973.88	9,595.00		9,595.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	14,838.73	12,680.59	45,617.00	35,456.21	9,595.00	10,000.00	19,595.00	Increase in repairs on aging equipment

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-FENCING	-	137.92	19,862.00	-	5,000.00		5,000.00	
CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	7,826.67	6,385.50	45,000.00	3,900.00	35,000.00	(15,000.00)	20,000.00	Reflects revised cost split for Nobel services. Equivalent increase to account 33-11 for GIS updates
CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	-	-	-	-	10,392.00	(5,590.00)	4,802.00	Cost for half the year due to timing of delivery of vehicle
CONTRACT SVC-RENTAL/LEASE / CITY HALL LEASE	16,660.00	16,688.16	16,700.00	8,318.75	16,700.00		16,700.00	
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	13,710.58	44,223.86	30,385.00	15,830.75	5,000.00	23,105.00	28,105.00	Nobel updates to GIS, OpenGov 2250, Executime 2500, Cost Allocation Plan 2005, Pension & Labor costing modules (GovInvest/AdastraGov) 1350
CONTRACT SVC-PROFESSIONAL / AUDIT SERVICES	1,800.00	1,635.50	2,691.00	2,691.00	2,772.00		2,772.00	
CONTRACT SVC-PROFESSIONAL / MEDICAL/PHYSICAL EXAMS	-	160.00	150.00	67.00	151.00		151.00	
CONTRACT SVC-PROFESSIONAL / ENGINEERING SERVICES	-	-	-	7,639.17	-	20,000.00	20,000.00	Engineering support for I&I reduction and troubleshooting WWTP issues as they arise
SEWERS / DEPARTMENTAL SUPPLIES	533.58	483.16	2,000.00	140.45	2,020.00		2,020.00	
DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	-	-	250.00	-	252.00		252.00	
DEPARTMENTAL SUPPLIES / CHMCLS/GASES/POOL SUPPLS	-	19,878.63	36,679.00	3,788.53	30,300.00		30,300.00	
SUPPLIES-TECHNICAL SPLS / LABORATORY SUPPLIES	-	-	2,500.00	-	2,525.00		2,525.00	
SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	36,954.63	69,546.13	45,000.00	36,985.08	45,450.00		45,450.00	
SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTION	-	-	2,500.00	-	2,525.00		2,525.00	
SPECIAL UTILITY COSTS / SEWER COLL SYSTEM EXPENSE	18,347.50	34,846.25	15,387.00	7,695.42	85,850.00		85,850.00	
SPECIAL UTILITY COSTS / TOOLS/MISC SUPPLIES	6,360.23	2,267.85	6,000.00	4,347.15	6,060.00		6,060.00	
BAD DEBT & DEPREC EXPENSE / BAD DEBT EXPENSE	-	7,916.47	-	-	-		-	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PERSONNEL	10,070.00	9,914.00	12,404.00	8,586.00	12,524.00	(284.00)	12,240.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	10,617.00	24,371.00	16,142.00	17,227.00	16,142.00	8,867.00	25,009.00	
INTERFUND SERVICE PYMTS / INTFD SVC-BLDG JANIT/MANT	9,218.00	9,929.00	12,137.00	8,126.00	12,392.00	3,701.00	16,093.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-INSURANCE	15,347.00	7,343.00	29,794.00	37,189.00	30,757.00	(158.00)	30,599.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-PURCH & A/P	10,286.00	12,157.00	18,759.00	11,729.00	19,811.00	83.00	19,894.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FLEET MAINT	23,966.95	29,574.00	37,659.00	26,725.00	41,554.00	485.00	42,039.00	
INTERFUND SERVICE PYMTS / INTFD SVC-ADMIN COST	-	-	143,759.00	109,686.00	151,251.00		151,251.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-BILL/COLL	255,520.00	223,800.00	194,931.00	141,307.00	205,442.00	8,667.00	214,109.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-FINANCIAL	27,127.00	25,892.00	29,689.00	19,362.00	30,200.00	85.00	30,285.00	
INTERFUND SERVICE PYMTS / INTERFUND SVC-COMPUTER	21,356.00	23,053.00	16,610.00	11,627.00	16,368.00	2,855.00	19,223.00	
INTERFUND TRANSFERS / TRANSF-STATE REV LOAN FD	300,000.00	304,289.00	301,539.00	-	301,511.00		301,511.00	
INTERFUND TRANSFERS / TRSF - BUA WWTR DEBT SVC	197,385.08	461,340.33	395,036.50	288,103.14	393,716.00		393,716.00	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
INTERFUND TRANSFERS / LEASE PAYMENT		181,000.00	181,000.00	181,000.00	-	181,000.00		181,000.00	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES		2,085.00	2,085.00	1,207.50	4,257.50	-		-	
NONCAPITALIZED ASSETS / COMPUTER HARDWARE		2,893.21	739.22	1,750.00	-	1,767.00	3,233.00	5,000.00	new computers and server, better able to withstand ransomware attacks and support Nobel GeoViewer application. Cost estimate from Eric Brown.
NONCAPITALIZED ASSETS / COMPUTER SOFTWARE		7,620.00	-	-	-	-		-	
NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT		294.70	889.88	-	-	-	10,000.00	10,000.00	Office software for condition assessment
Total Expenditures Fund 680 - Department 8000		**2,677,237.45**	**3,053,494.66**	**3,477,515.00**	**2,378,518.23**	**3,444,015.00**	**178,009.00**	**3,622,024.00**	
Total Fund 680 - Wastewater Fund - Revenue		3,250,926.24	3,023,324.15	3,395,900.00	3,288,343.77	3,567,979.00	-	3,567,979.00	
Total Fund 680 - Wastewater Fund - Expenditures		2,677,237.45	3,053,494.66	3,477,515.00	2,378,518.23	3,444,015.00	178,009.00	3,622,024.00	
Net Fund 680 - Wastewater Fund Balance		573,688.79	(30,170.51)	(81,615.00)	909,825.54	123,964.00	(178,009.00)	(54,045.00)	
Fund 681 - Wastewater Capacity Facility Fund									
Revenue - Wastewater Capacity Facility Fund - Department - Wastewater									
INTEREST / INVESTMENT INTEREST		42,605.73	86,331.75	84,000.00	141,737.96	37,875.00		37,875.00	
OTHER REVENUE / CAPITAL FACILITIES FEE		29,810.20	5,572.00	45,000.00	5,572.00	45,450.00		45,450.00	
OTHER REVENUE / CAPITAL FRONTAGE FEE		-	5,566.28	3,500.00	1,650.00	3,535.00		3,535.00	
Total Revenue Fund 681 - Department 8000		**72,415.93**	**97,470.03**	**132,500.00**	**148,959.96**	**86,860.00**	**-**	**86,860.00**	
Expenditures - Wastewater Capacity Facility Fund - Department - Wastewater									
Total Expenditures Fund 681 - Department 8000		-	-	-	-	-	-	-	
Total Fund 681 - Wastewater Capacity Facility Fund - Revenue		72,415.93	97,470.03	132,500.00	148,959.96	86,860.00	-	86,860.00	
Total Fund 681 - Wastewater Capacity Facility Fund - Expenditures		-	-	-	-	-	-	-	
Net Fund 681 - Wastewater Capacity Facility Fund Balance		72,415.93	97,470.03	132,500.00	148,959.96	86,860.00	-	86,860.00	
Fund 682 - Wastewater Tertiary Fund									
Revenue - Wastewater Tertiary Fund - Department - Wastewater - Tertiary Reserves									
INTEREST / INVESTMENT INTEREST		20,122.16	44,188.07	44,400.00	75,767.85	21,210.00		21,210.00	
UTILITY FUNDS / SURCHARGE-TERTIARY RESERV		337,587.54	333,260.48	207,074.00	321,744.06	213,286.00		213,286.00	
Total Revenue Fund 682 - Department 8050		**357,709.70**	**377,448.55**	**251,474.00**	**397,511.91**	**234,496.00**	**-**	**234,496.00**	
Expenditures - Wastewater Tertiary Fund - Department - Wastewater - Tertiary Reserves									
Total Expenditures Fund 682 - Department 8050		-	-	-	-	-	-	-	
Total Fund 682 - Wastewater Tertiary Fund - Revenue		357,709.70	377,448.55	251,474.00	397,511.91	234,496.00	-	234,496.00	
Total Fund 682 - Wastewater Tertiary Fund - Expenditures		-	-	-	-	-	-	-	
Net Fund 682 - Wastewater Tertiary Fund Balance		357,709.70	377,448.55	251,474.00	397,511.91	234,496.00	-	234,496.00	

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Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
Fund 683 - BUA Wastewater Capital Project Fund								
Revenue - BUA Wastewater Capital Project Fund - Department - Wastewater								
INTEREST / INT. EARNED-FISCAL AGENT	4,196.51	6,820.07	4,000.00	8,832.27	4,000.00		4,000.00	
Total Revenue Fund 683 - Department 8000	**4,196.51**	**6,820.07**	**4,000.00**	**8,832.27**	**4,000.00**	-	**4,000.00**	
Expenditures - BUA Wastewater Capital Project Fund - Department - Wastewater								
Total Expenditures Fund 683 - Department 8000	-	-	-	-	-	-	-	
Total Fund 683 - BUA Wastewater Capital Project Fund - Revenue	4,196.51	6,820.07	4,000.00	8,832.27	4,000.00	-	4,000.00	
Total Fund 683 - BUA Wastewater Capital Project Fund - Expenditures	-	-	-	-	-	-	-	
Net Fund 683 - BUA Wastewater Capital Project Fund Balance	4,196.51	6,820.07	4,000.00	8,832.27	4,000.00	-	4,000.00	
Fund 685 - State Revolving Loan Fund								
Revenue - State Revolving Loan Fund - Department - Wastewater								
INTEREST / INVESTMENT INTEREST	2,962.73	5,882.75	4,950.00	7,677.99	2,778.00		2,778.00	
INTERFUND TRANSFERS / TRANSFER-WASTEWATER FUND	300,000.00	304,289.00	301,539.00	-	301,511.00		301,511.00	
Total Revenue Fund 685 - Department 8000	**302,962.73**	**310,171.75**	**306,489.00**	**7,677.99**	**304,289.00**	-	**304,289.00**	
Expenditures - State Revolving Loan Fund - Department - Wastewater								
DEBT SERVICE-PRINCIPAL / LOAN PYMT (STATE)	267,638.78	274,597.39	281,737.00	281,736.92	289,062.00		289,062.00	
DEBT SERVICE - INTEREST / INTEREST-STATE LOAN	32,010.85	24,931.64	22,552.00	-	15,227.00		15,227.00	
Total Expenditures Fund 685 - Department 8000	**299,649.63**	**299,529.03**	**304,289.00**	**281,736.92**	**304,289.00**	-	**304,289.00**	
Total Fund 685 - State Revolving Loan Fund - Revenue	302,962.73	310,171.75	306,489.00	7,677.99	304,289.00	-	304,289.00	
Total Fund 685 - State Revolving Loan Fund - Expenditures	299,649.63	299,529.03	304,289.00	281,736.92	304,289.00	-	304,289.00	
Net Fund 685 - State Revolving Loan Fund Balance	3,313.10	10,642.72	2,200.00	(274,058.93)	-	-	-	
Fund 689 - BUA Wastewater Debt Service Fund								
Revenue - BUA Wastewater Debt Service Fund - Department - Wastewater								
INTEREST / INVESTMENT INTEREST	119.23	(32.70)	150.00	-	150.00		150.00	
INTEREST / INT. EARNED-FISCAL AGENT	79.55	108.73	100.00	87.32	100.00		100.00	
INTERFUND TRANSFERS / TRANSFER-WASTEWATER FUND	197,385.08	461,340.33	396,244.00	288,103.14	393,716.00		393,716.00	
OTHER LOAN REVENUES / BOND PROCEEDS	-	-	-	-			-	
Total Revenue Fund 689 - Department 8000	**197,583.86**	**461,416.36**	**396,494.00**	**288,190.46**	**393,966.00**	-	**393,966.00**	
Expenditures - BUA Wastewater Debt Service Fund - Department - Wastewater								
CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	1,100.00	1,350.00	1,250.00	2,600.00	1,250.00		1,250.00	
DEBT SERVICE-PRINCIPAL / PRINCIPAL-REVENUE BONDS	165,000.00	170,000.00	180,000.00	179,999.10	185,000.00		185,000.00	
DEBT SERVICE - INTEREST / INTEREST ON REV BONDS	225,288.78	218,472.95	212,494.00	667,132.79	204,966.00		204,966.00	
DEBT SERVICE - EXPENSE / AMORT-DEBT DISCT/EXP	4,216.44	4,216.47	-	-			-	
DEBT SERVICE - EXPENSE / BOND PAYING AGENT FEES	2,750.00	2,750.00	2,750.00	-	2,750.00		2,750.00	
Total Expenditures Fund 689 - Department 8000	**398,355.22**	**396,789.42**	**396,494.00**	**849,731.89**	**393,966.00**	-	**393,966.00**	
Total Fund 689 - BUA Wastewater Debt Service Fund - Revenue	197,583.86	461,416.36	396,494.00	288,190.46	393,966.00	-	393,966.00	
Total Fund 689 - BUA Wastewater Debt Service Fund - Expenditures	398,355.22	396,789.42	396,494.00	849,731.89	393,966.00	-	393,966.00	
Net Fund 689 - BUA Wastewater Debt Service Fund Balance	(200,771.36)	64,626.94	-	(561,541.43)	-	-	-	

Resolution Exhibit "A"

City of Banning
Operating Budget
Mid-Cycle Budget Adjustments FY 2019-20

	Account Description	Fiscal Year 2017 Actuals	Fiscal Year 2018 Actuals	FY 2018-19 Revised Budget after Mid-Year Adjustments	Actual Results through 6/28/19	FY 2020 Council Adopted Budget	Mid-Cycle Budget Adjustment	Revised Budget after Mid-Cycle Adjustments	Mid Cycle Adjustment Notes & Justification
TOTAL BUA FUNDS									
	Revenue			**17,027,941.00**	**15,273,985.46**	**17,204,905.00**	**196,950.00**	**17,401,855.00**	
	Operating Expenditures			16,039,686.00	11,826,711.03	16,018,873.00	(144,782.00)	15,874,091.00	
	Capital Expenditures			5,419,033.00	1,273,404.67	3,115,002.00	1,352,250.00	4,467,252.00	
	Total Expenditures			**21,458,719.00**	**13,100,115.70**	**19,133,875.00**	**1,207,468.00**	**20,341,343.00**	
	Total Budget			38,486,660.00	28,374,101.16	36,338,780.00	1,404,418.00	37,743,198.00	

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Resolution Exhibit "A"

CITY OF BANNING
Capital Improvement Projects - Banning Utility Authority
Mid-Cycle Budget Adjustments FY 2019-20

Project Description	City Project # (Naviline)	Funding Source or Unfunded	Funding Account Description	FY 2019 Actuals	FY 2019 Budget after Adjustment	Rollover from FY 2019	FY 2020 Adopted Budget	FY 2020 Mid Cycle Adjustment	FY 2020 Budget after Adjustment	Project Total (Funded)
WATER IMPROVEMENTS (Funded)										
Trencher & Trailer - Requesting funds to purchase a trencher and trailer. It is expensive to rent on a monthlly basis and this is something that the Water Division anticipates needing on a regular basis for the foreseeable future.	N/A	Water Fund	WATER FUND REVENUES & RESERVES		$ 19,000	$ 19,000			$ -	$ 19,000
Flume Consultant Costs	WA1900	Water Fund	WATER FUND REVENUES & RESERVES	$ 167,594	$ 300,000	$ 132,406	$ 300,000		$ 300,000	$ 600,000
Replace SCADA Hardware/Software	WA1901	Water Fund	WATER FUND REVENUES & RESERVES		$ 250,000	$ 250,000	$ 256,250	$ 250,000	$ 506,250	$ 756,250
Water Line Repl. Loc #2 (Nicolet/Cott/George); Partially Unfunded	WA1902	Water Fund	WATER FUND REVENUES & RESERVES		$ 656,250	$ 656,250		$ (656,250)	$ (656,250)	$ -
Water Line Repl. Loc #3 (22nd/Roberge/Sunrise): Partially Unfunded	WA1903	Water Fund	WATER FUND REVENUES & RESERVES		$ 256,250	$ 256,250	$ 420,250	$ (676,500)	$ (256,250)	$ -
Hargrave/Ramsey Intersection (Construction)	SA19B1	Water Fund						$ 1,200,000	$ 1,200,000	$ 1,200,000
Smart Meter Conversion (AMR/AMI)	WA1904	Water Fund	WATER FUND REVENUES & RESERVES		$ 400,000	$ 400,000	$ 410,000	$ 550,000	$ 960,000	$ 1,360,000
Water-Wastewater Yard Building	WA1905	Water Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES		$ 100,000	$ 100,000	$ 500,000		$ 500,000	$ 600,000
Altitude Valves (Design & Construction)	WA1906	Water Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES	$ 316,910	$ 348,670	$ 31,760			$ -	$ 348,670
Main Zone Reservoir Property Acquisition - Dysart								$ 700,000	$ 700,000	$ 700,000
Well C8 Planning/Design (PS&E)	WA1907	Water Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES	$ 175,000	$ 175,000				$ -	$ 175,000
Pilot and Drill Well C8 in Cabazon SU	WA1908	Water Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES	$ 539,524	$ 1,012,500	$ 472,976			$ -	$ 1,012,500
Equip Well C8	WA1909	Water Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES		$ 1,025,000		$ 525,313		$ 525,313	$ 1,550,313

CITY OF BANNING
Capital Improvement Projects - Banning Utility Authority
Mid-Cycle Budget Adjustments FY 2019-20

Project Description	City Project # (Naviline)	Funding Source or Unfunded	Funding Account Description	FY 2019 Actuals	FY 2019 Budget after Adjustment	Rollover from FY 2019	FY 2020 Adopted Budget	FY 2020 Mid Cycle Adjustment	FY 2020 Budget after Adjustment	Project Total (Funded)
New Water Main to Connect C8	WA2000	Water Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES		$ -		$ 414,000		$ 414,000	$ 414,000
				$ 1,199,028	$ 4,542,670	$ 2,318,642	$ 2,825,813	$ 1,367,250	$ 4,193,063	$ 8,735,733
WASTEWATER IMPROVEMENTS (Funded)										
Iron Sponge Media Replacement	WW1900	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ 35,000	$ 35,000	$ 18,386		$ 18,386	$ 53,386
Repairs to Heat Exhanger (WWTP)	WW1901	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ 30,625				$ -	$ 30,625
Repairs to Boiler Gas Control Valves	WW1902	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ 40,813				$ -	$ 40,813
PVC Digester Gas Piping	WW2000	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ -		$ 15,000	$ (15,000)	$ -	$ -
Sewer In-Pipe Flow Meter - Need to purchase a flowmeter for the trunk main leading to the Wastewater Treatment Plant. Cost is offset by a reduction in Collections System Expense (45-09)	N/A	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ 25,000	$ 25,000			$ -	$ 25,000
Capacity Project C-1	WW1903	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ 119,925				$ -	$ 119,925
Capacity Project C-2	WW2001	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ -		$ 130,803		$ 130,803	$ 130,803
Nitrogen Removal Feasability Study	WW1904	Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES	$ 74,377	$ 250,000				$ -	$ 250,000
		Wastewater Fund	WASTEWATER FUND REVENUES & RESERVES		$ 50,000				$ -	$ 50,000
		Wastewater Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES		$ 50,000				$ -	$ 50,000
WWTP Tertiary Treatment Upgrades - 3.6 MGD (PS&E)	WW1905	BUA Wastewater Capital	WASTEWATER FUND REVENUES & RESERVES		$ 50,000				$ -	$ 50,000
		Wastewater Tertiary	UTILITY FUNDS / SURCHARGE-TERTIARY RESERV		$ 50,000				$ -	$ 50,000
		Water Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE & RESERVES		$ 50,000				$ -	$ 50,000
Lift Stations Telemetry (SCADA)	WW1906	Wastewater Capital Facilities	OTHER REVENUE / CAPITAL FACILITIES FEE		$ 125,000	$ 125,000	$ 125,000		$ 125,000	$ 250,000
				$ 74,377	$ 876,363	$ 185,000	$ 289,189	$ (15,000)	$ 274,189	$ 1,150,552
TOTAL CAPITAL BUDGET ALL FUNDS				**$ 1,273,405**	**$ 5,419,033**	**$ 2,503,642**	**$ 3,115,002**	**$ 1,352,250**	**$ 4,467,252**	**$ 9,886,285**

ATTACHMENT 4

Resolution No. 2019-__ approving the Gann Limit for Fiscal Year 2019-2020 with Exhibit A
GANN Cover Sheet and Calculation

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2019-20, PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIIIB of the California Constitution provides that the total annual appropriations subject to limitation of each governmental entity, including this City, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIIIB and implementing State statutes; and

WHEREAS, pursuant to said Article XIIIB of said California Constitution, and Section 7900 et seq. of the California Government Code, the City is required to set its appropriation limit for each fiscal year; and

WHEREAS, the Finance Department of the City of Banning has interpreted the technical provisions of said Article XIIIB and Section 7900 et seq., performed computations and a technical review of the documentation for the City's said appropriation limitation, and has caused the numbers upon which the City's appropriation limit was and is based; and

WHEREAS, based on such calculations the Finance Department has determined the said appropriation limit and, pursuant to Section 7910 of said California Government Code, has made available to the public the documentation used in the determination of said appropriation limit;

NOW THEREFORE, BE IT RESOLVED;

SECTION 1: Appropriation limit for Fiscal Year 2019-20 is set in the amount of $46,748,491 for said fiscal year per Exhibit "A" as incorporated in the budget document.

PASSED, APPROVED AND ADOPTED this 27th day of August, 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 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 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Daryl Betancur, Deputy City Clerk
City of Banning, California

Exhibit "A"

GANN Cover Sheet & Calculation Worksheet

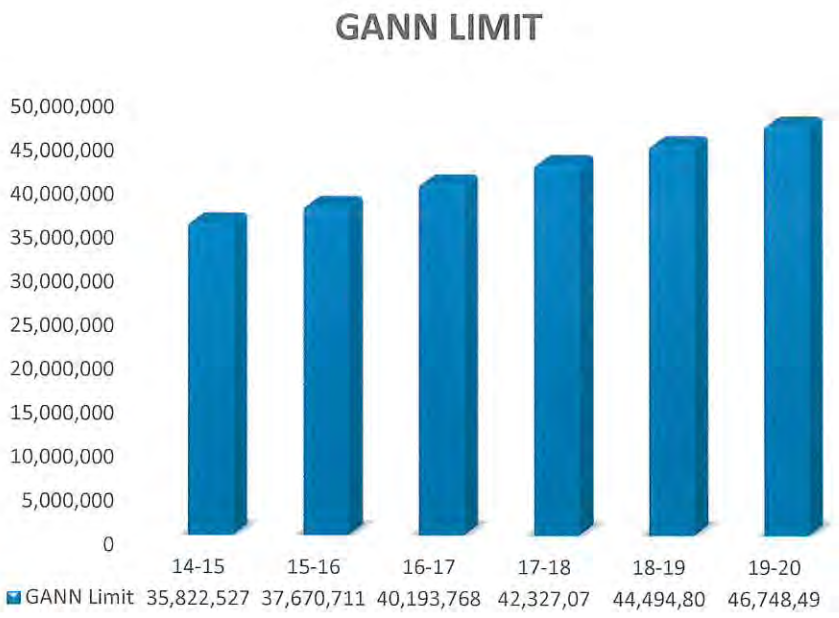
CITY of BANNING

Proposition 4 - Government Spending Limits

Proposition 4 – Government Spending Limits

In November 1979 voters passed Proposition 4, also known as the Gann Initiative. Proposition 4 Article XIII (B) of the California Constitution provides that the City's annual appropriations be subject to certain State limitations. This appropriation limit is referred to as the Gann Spending Limitation. The calculation limits the increase in annual appropriations to a factor which is based on a combination of population growth, State per capita income change, and the change in assessment value for non-residential property. Appropriations for proprietary related activities such as water, wastewater, airport, etc., and Redevelopment functions are not subject to the limit. When the limit is exceeded, Proposition 4 requires the surplus to be returned to the taxpayers within two years. Appropriations in the two year period can be averaged before becoming subject to the excess revenue provisions of the Gann limit.

The City of Banning calculated the Gann Limit of $46,748,491 for Fiscal Year 2019-20 using the prior year's limitation of $44,494,809 multiplied by the 3.85% (1.0385) increase in per capita income multiplied by the 1.17% (1.0117) increased population growth in Riverside County. This calculation maintains a safe cushion for the City's financial health.



GANN LIMIT CALCULATION

Article XIIIB of the California State Constitution was adopted by California voters in November 1979, and is more commonly referred to as the Gann Limit. The Article places limits on the amount of revenue which can be appropriated (spent) each fiscal year. Only revenues which are considered proceeds of taxes are subject to the limit.
The limit is different for each agency and changes each year, modified for changes in inflation and population.

Fiscal Year	(1) Prior Year Gann Limit	(2) Previous Year's Population	(3) Current Year's Population	(4) * City Population Change %	(5) * County Population Change %	(6) % Change In Per Capita Income	(7) Current Year Gann Limit
08-09	28,297,580	28,272	28,348	0.19%	2.71%	4.29%	**30,311,309**
09-10	30,311,309	28,348	28,457	1.10%	1.44%	0.62%	**30,938,428**
10-11	30,938,428	28,457	28,751	0.70%	1.40%	-2.54%	**30,574,728**
11-12	30,574,728	28,751	29,844	1.14%	1.81%	2.51%	**31,909,447**
12-13	31,909,447	29,844	29,965	0.81%	0.99%	3.77%	**33,440,246**
13-14	33,440,246	29,965	30,170	0.40%	1.01%	5.12%	**35,507,426**
14-15	35,507,426	30,170	30,325	0.49%	1.12%	-0.23%	**35,822,527**
15-16	35,822,527	30,325	30,491	0.61%	1.29%	3.82%	**37,670,711**
16-17	37,670,711	30,491	30,834	0.57%	1.26%	5.37%	**40,193,768**
17-18	40,193,768	30,834	31,068	0.75%	1.56%	3.69%	**42,327,078**
18-19	42,327,078	31,068	31,282	0.36%	1.40%	3.67%	**44,494,809**
19-20	44,494,809	31,282	31,044	0.30%	1.17%	3.85%	**46,748,491**

The Gann Limit is adjusted annually by multiplying the "Prior Year Gann Limit" (column 1) by the greater of the "City or County % Change in Population" (column 4 or 5) and then by the "% Change in Per Capita Income" (column 6) This annual Gann adjustment figure is then added to the Prior Year's limit amount to obtain the Current Year Gann Limit amount in column 7. The shaded boxes indicate the calculation factors that were used in determining the adjustment to the Gann Limit.
*City and County population change % figures are provided by the Department of Finance Demographic Research Unit.

ATTACHMENT 5

Resolution No. 2019-__ amending the Classification and Compensation Plan with Exhibit A and Exhibit B

RESOLUTION 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING 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;

WHEREAS, the classification and compensation plan has been updated to reflect changes in the two-year budget at mid-cycle for Fiscal Year 2019-20;

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

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

SECTION 1: That the City Council approve the following position control as incorporated at mid-cycle of the two-year budget, fiscal year 2019-2020 and respective classification and compensation plan:

Add	Business Support Manager (Electric)	1
	Engineering Supervisor (Electric)	1
	Public Benefits Analyst (Electric)	1
	Associate Engineer (CIP) (PW)	1
	Budget & Financial Analyst (Finance)	1
Re-Class	Office Specialist (Electric)	(1)
	Utility Services Assistant (Electric)	1
	Utility Services Assistant (Electric)	(1)
	Public Benefits Coordinator (Electric)	1
	Public Benefits Coordinator (Electric)	(1)
	Public Benefits Analyst (Electric)	1
	Management Analyst (Electric)	(1)
	Business Support Manager (Electric)	1
	Associate Engineer (Electric)	(1)
	Engineering Supervisor (Electric)	1
	Utility Financial Analyst (Utility Billing)	(1)
	Budget & Financial Analyst (Finance)	1
	Utility Billing Representative	(3)
	Customer Service Representative	3

Remove	Accounting Specialist (Finance)	(1) Position
Reinstatement	Building Official (Previously Development Services Manager	1

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

Business Support Manager (Job Code 5023, Grade T83)
Electrical Engineering Supervisor (Job Code 5024, Grade T83)
Public Benefits Analyst (Job Code 5035, Grade U68)
Budget & Financial Analyst (Job Code 1145, Grade T76)
Associate Engineer (CIP) (Job Code 4322, Grade T75)
Customer Service Representative (Job Code 1350, Grade G43)
Fleet Manager (Job Code 4410, Grade T75)
Building Official (Job Code 3210, Grade T84)
Recreation Manager (Job Code 3315, Grade T68)
Public Works Director/City Engineer (Job Code 4400, Grade D100)

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

PASSED, APPROVED, AND ADOPTED this 27th day of August, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Daryl Betancur, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin 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 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

EXHIBIT "A"

Job Descriptions for Class and Compensation Plan

New Job Description

JOB DESCRIPTION

TITLE: Business Support Manager (Electric)	**JOB CODE: 5023**
DEPARTMENT: Electric	**EFFECTIVE DATE: 7/1/2019**
REPORTS TO: Electric Utility Director	**FLSA STATUS:** Exempt
SUPERVISES: Warehouse Services Specialist, Office Specialist, Utility Services Assistant, Public Benefits Analyst, Public Benefits Coordinator	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Member of the management team working in support of the Electric Enterprise goals and objectives with a broad knowledge of and experience in the electric utility industry, including safety policies and practices, electric operations, finance, contract administration, data analysis, electric utility technology systems, project and program management, and managing of internal and external staff/contractors. Manage, plan and coordinate Banning Electric Utility's specific business support related activities and resources including managing internal and contract staff; to manage and perform a variety of advanced professional, technical, analytical, and administrative related duties in the area of Electric Utility business and operational support, technology, system analysis, business processes, procedures and implementations; to perform department efficiency audits; to provide financial, budgetary, capital improvement programs and projects, and contract management support; to oversee design, implementation and integration of utility technology systems; to maintain, manage and perform purchasing and inventory control processes and procedures in compliance with City policies; to develop and supervise department

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CITY VISION

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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.

risk management procedures; to provide highly responsible and technical staff assistance to the BEU Director and other management staff; and to perform related duties as assigned.

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.

JOB SCOPE:

- $30 million dollar budget
- 30 FTEs
- $4 million payroll
- $70 million Utility plant
- Annual CIP of $2-$3 million
- $500,000 combined utilities inventory

ESSENTIAL FUNCTIONS *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position specific duties*

- Participate in the development and implementation of goals, standards, objectives, policies and procedures.
- Supervise and participate in negotiations, development and administration of contracts for purchase of equipment, technology and consultant services; supervise, coordinate and evaluate work performed by staff and vendors or contractors; approve payments for product and services; provide assistance in resolving vendor performance issues.
- Oversee department warehouse services including staff, inventory processes and policies; ensure timely and accurate acquisition of materials and equipment for utilities; maintain proper purchasing records and authorizations.
- Participate and coordinate land purchases, land use easements and right-of-way acquisitions
- Administer department risk management procedures and tasks.
- Project management as assigned; participate, coordinate or oversee special projects for Electric Utility business systems, department and City improvements.
- Serve as department representative on applicable City and project committees, and industry associations.
- Develop and implement policies, procedures and processes to increase operational efficiencies, improve customer satisfaction and lower operational costs.
- Oversee, coordinate and prepare council reports, financial reports, presentations, statistical tables, charts and graphs.
- Coordinate with staff and executive management to keep apprised of utility needs, interests and policies, and to communicate status and development in department activities.
- Manage preparation and administration of division budget; financial planning, economic analysis, cost of service and rate design.
- Coordinate departmental accounting-related activities within the department and with other City departments, including the annual audit and the development of applicable reporting and monitoring systems.
- Assist in development of the strategic plans for the Electric Utility and City's needs.
- Direct, coordinate and review the work plan for assigned business and operational services and activities; assign work activities and projects; monitor work flow; review and evaluate work product, methods and

procedures; analyze business processes and procedures for opportunities of efficiency; meet with staff to identify and resolve problems.

- Select, train, motivate and evaluate professional, technical and clerical personnel; provide and coordinate staff training; recommend and maintain organizational structure to ensure consistent subject matter expertise in all operational areas.
- Develop and document appropriate business procedures and forms for use in various department processes.
- Oversee the departmental computer operations; assist in the identification and recommendation of computer software and hardware needs, acquisition/installation, application design and implementation, and computer operation and maintenance.
- Serve as a management liaison to various boards, committees, citizen advisory groups and other City departments as needed.
- Make presentations to City committees or City Council as needed.

KNOWLEDGE OF:

- Applicable city, county, state and Federal statutes, rules. Regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- The City's and Department's policies and procedures.
- Principles and practices of an electric utility organization, administration, budget, personnel management, risk management and computer applications.
- Principles and practices of electric utility management, new program development, policy formation and administration and project management.
- Basic electricity concepts
- Safety and PPE policies and practices, occupational hazards and standard safety precautions.
- General Plan development
- Contract negotiation and administration techniques.
- Work flow and cost benefit analysis.
- Current technology and application in the electric utility environment.
- Supervision, training, performance evaluation, fiscal management, budgeting and internal control.
- Customer service techniques and principles.
- Proper English, spelling and grammar. Basic principles of mathematics.

ABILITY TO:

- Multi-task between projects and continual changes in daily activities.
- Read, understand, interpret and apply relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Plan and organize work activities to meet changing priorities and deadlines.
- Work within deadlines to complete projects and assignments.
- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Understand and follow instructions.

MINIMUM QUALIFICATIONS

Education: A Bachelor's Degree from and accredited college or university with major course work in public or business administration or closely related field.

Experience: Five years of progressively responsible experience in Electric Utility management and administrative staff capacity with responsibility for planning, organizing, and implementing Electric Utility programs and projects, including supervising staff.

ADDITIONAL REQUIREMENTS

Possession of a valid California Driver's License. May be required to work outside of a traditional work schedule.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meetings before or after regular work hours is required.

Physical Requirements

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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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.

New Job Description

JOB DESCRIPTION

TITLE: Electrical Engineering Supervisor	**JOB CODE: 5024**
DEPARTMENT: Electric	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: Electrical Engineering Manager	**FLSA STATUS:** Exempt
SUPERVISES: Sr. Service Planner, Service Planners	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

The Electrical Engineering Supervisor performs supervisory and professional electrical engineering work in the planning, design, investigation and construction of electric utility projects as well as supervise the utility's service planning team, subordinate engineers, and private contractors. Incumbents within this class produce and direct work within the limits of approved plans, programs, budgets, policies, standards, and established procedures. Under general direction, performs and directs the performance a variety of duties associated with the design and construction of electrical distribution system in order to ensure adequate utility resources to meet the City's current and future electrical demands; ensures safe work practices, work quality and accuracy; and serves as a technical resource.

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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.

JOB SCOPE:

- $70 million Utility plant
- Annual CIP of $2-$3 million
- 13,500 connected end users
- 15 miles of Underground Electric Facilities
- 129 miles of Overhead Electric Facilities
- Six 34.5kV to 12.47kV Distribution Substations
- 115kV, 69kV, 34.5kV, 12,47kV, and 4.16kV
- SCADA via Fiber Optic network

ESSENTIAL FUNCTIONS *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position specific duties*

- Plans and performs own work and assigns, coordinates, organizes and directs work for other engineering personnel of limited experience in a supervisory capacity.
- Develops electrical engineering safety technologies such as circuit protection devices and personal protective equipment
- Performs complex studies of technical, environmental and economic feasibility, engineering field studies, and related studies pertaining to proposed and existing system facilities.
- Prepare contracts and specifications for engineering and construction services.
- Develops and updates written directives for their department and for use by other employees.
- Provides technical information and documentation for management consideration on various projects and matters involving advanced engineering theories, concepts and principles.
- Plans, coordinates, prioritizes, monitors and participates in the design, review and inspection of electrical facilities on residential and commercial projects which consist of street lighting, primary distribution laterals, secondary laterals, electric services, distribution transformers, short circuit analysis, arc flash studies, rights of way and easements with the use of available computer applications as required.
- Develops electric plans for the City to accommodate current and future load requirements. Completes load forecast reports as necessary.
- Oversees the design of new electrical substations, transmission and local distribution circuits. Converts existing distribution system to a more efficient system for improvement of an increase in capacity, efficiency and reliability of electric service.
- Directs the preparation of engineering drawings, specifications and cost estimates of purchasing materials and equipment.
- Maintains appropriate work records and documents which may include time sheets and work orders.
- Prepares statistical and/or analytical reports on operations as necessary.
- Oversees the maintenance of a computer database inventory of poles, transformers and electric apparatus for the electric utility system.
- Develops and prepares cost estimates for overhead and underground electrical distribution lines.
- Develops labor and material costs.

- Assists with identifying the appropriate specifications for the design of civil infrastructures for underground electrical systems.
- Directs staff that develops standards and creates AutoCAD, Field Line Staking Design, and GIS drawings and maintain base maps and systems maps for the City electric utility system.
- Coordinates work within the utility's distributed energy resources programs which includes but is not limited to: customer solar photovoltaic installations, battery systems, energy audits, power quality analytics, transportation electrification, and other renewable energy applications
- Oversees the development and functionality of the utility's SCADA System, Outage Management System, engineering analysis tools and smart meter data analytics programs.
- Acts as the liaison between technical staff with other City departments.
- Performs other related duties as required.

KNOWLEDGE OF:

- Applicable city, county, state and Federal statutes, rules. Regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- High and low voltage electrical overhead and underground line construction practices.
- National Electrical Code and CPUC's GO 95/128/165/174 rules.
- Budget Preparation and administration.
- Technical report writing.
- Requirements for underground installation of electrical conduits and substructures.
- Maximum allowable voltage drop and conductor loading under normal and emergency conditions.
- Transformer loading, maximum system losses, minimum allowable power factor and power quality issues.
- Principles of electrical system design and electrical theory.
- Principles and practices of electrical engineering and other engineering disciplines used in the electric utility industry.
- Providing engineering solutions for system reinforcements to eliminate/improve the system reliability performance measures (SAIFI, SAIDI, CAIFI, etc.)
- Modern methods and techniques used in design and construction of a wide variety of electrical utility projects.
- Applicable laws and regulatory codes relevant to design and construction of electrical facilities.
- City's and Department's policies and procedures.
- Modern office equipment including a computer, plotter, and applicable office and engineering software.
- Methods and techniques for basic report preparation and writing.
- Methods and techniques for record keeping and inventory control.
- Proper English, spelling and grammar. Complex principles of mathematics including engineering calculations.

ABILITY TO:

- Show strong orientation towards safety, quality, and continuous improvement
- Perform engineering computations and to check, design and supervise the design and construction of a wide variety of electrical utility facilities.
- Communicate clearly and concisely, orally and in writing.
- Apply technical insight and sound judgment necessary in the solution of difficult and complex problems.
- Understand and apply advanced engineering principles and practices used in assigned area.
- Complete projects which require extensive research of current and past technical literature and the resolving or real or apparent conflict conclusions. For these projects, guidelines may frequently require considerable interpretation and adaptation in order to fit the kinds of situations encountered.
- Use and apply engineering economic principles.
- Read and interpret schematics and blueprints.
- Perform studies and write reports of advanced complexity.
- Work independently.
- Understand and follow instructions.
- Select, supervise, train, and evaluate subordinate technical staff.
- Encourage the professional growth of technical staff.

- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Assess and prioritize multiple tasks, projects and or demands.
- Work within deadlines to complete projects and assignments.
- Effectively operate a motor vehicle on City streets.

MINIMUM QUALIFICATIONS

Education: Graduation with a bachelor's degree in Electrical Engineering from a college or university with an accredited four or five-year degree program in electrical engineering. Registration as a Professional Engineer is preferred but cannot substitute for the required education.

Experience: A typical way of obtaining the required qualifications is to possess the equivalent of five years of directly related progressive experience in electrical utility systems with at least one year in a lead or supervisory role OR two years of responsible professional engineering work comparable to that of the Associate Electrical Engineer classification in the City of Banning, and a bachelor's degree in Electrical Engineering or a related field.

ADDITIONAL REQUIREMENTS

Possession of a valid California Driver's License. May be required to work outside of a traditional work schedule.

WORKING CONDITIONS

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PHYSICAL REQUIREMENTS

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New Job Description

JOB DESCRIPTION

TITLE: Public Benefits Analyst	**JOB CODE: 5035**
DEPARTMENT: Electric	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: Power Resources Manager	**FLSA STATUS:** Non-Exempt
SUPERVISES: N/A	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Under the general direction of the Power Resources Manager, oversees, reviews and performs work activities and duties to implement the Electric Utility Public Benefits Programs and Customer Outreach programs. Responsible for developing and ensuring growth objectives in the programs, products, and services beneficial to the Electric Utility and its industrial, commercial and residential customers. More specifically, markets the delivery of value-added services and conservation programs for customers through energy efficiency programs, low-income assistance, weatherization, renewable energy programs and various other customer benefit outreach programs; provides education and information that promotes the wise use of energy to help reduce customers' electric bills and conserve resources; ensures that account relationships with key business customers exceed satisfactory levels; provides low-income rate assistance; assists with renewable energy program development and processes; conducts energy audits; prepares and analyzes monthly and annual financial and statistical reports; performs administrative, technical, analytical, accounting and budget duties; participates in the preparation and administration of assigned budget; prepares public benefits regulatory reports and assists in the preparation of other various regulatory reports; oversees the financial analysis of the utility's public benefit programs; makes recommendations on program

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improvements and marketing techniques; assists in complex and technical responsibilities associated with the utility's financial activities; and does related work as required.

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.

JOB SCOPE:

- $800,000 annual Public Benefits Program funded by the Public Benefits Charge
- Customer Outreach Programs
- 13,500 customers
- Low-Income Program with 1,200 participants
- Medical Discount Program with 500 participants
- Business Energy Efficiency Fund (B.E.E.F.) Program
- Energy Efficiency and Weatherization Programs
- Renewable Energy Programs
- Analyze the implementation of potential Demand-Side Programs

ESSENTIAL FUNCTIONS *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position specific duties*

- Participate in the development and implementation of goals, standards, objectives, policies and procedures for the Utility's Public Benefits Programs.
- Assist in the creation, development and implementation of marketing and communication activities within the department.
- Serve as internal marketing coordinator for promoting marketing services, public campaigns and advertising promotions, and educational awareness of energy programs.
- Monitor and evaluate the needs and responses of residents and businesses to ensure effective communications through surveys and various customer outreach efforts.
- Maintain current media relations network to promote the Utility services.
- Assist in creation of press releases, annual reports and development for public awareness and communications for the Utility.
- Promote and market public benefits programs to residents and business customers.
- Maintain compliance with State and Federal regulations; prepare technical reports.
- Assist in development and management of energy conservation programs.
- Perform energy audit services for residential and commercial customers.
- Organize and disseminate customer information promoting wise and efficient use of electrical resources; develop and present educational programs and assist customers in identifying efficient uses of electrical resources.
- Assist customers with inquiries related to energy management programs, rate comparisons, and rate options.
- Assist in developing and administering potential customer demand-side programs.
- Assist in coordinating the preparation of bill inserts used for disseminating information to customers.
- Assist in administering industrial, commercial and residential customer solar installation programs.

- Prepare work plans and operating forecasts and assist with preparation of division budget; prepare statistical and narrative reports, prepare energy conservation proposals; prepare agenda reports relating to energy conservation and management programs.
- Respond to questions and concerns from the general public as well as outside vendors; provide information as is appropriate and resolve service complaints.
- Submit recommendations to Electric Utility administration on the Public Benefits budget. May participate in organizational and community group meetings; respond to questions and inquiries.
- Works closely with Customer Service/Billing Manager and the Utility Billing Department to ensure proper billing of public benefit programs and renewable energy programs.
- Represent the City at various Public Benefits Committee meetings.
- Perform other related duties as required.

KNOWLEDGE OF:

- Applicable city, county, state and Federal statutes, rules. Regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- The City's and Department's policies and procedures.
- Principles and practices of an electric utility organization, budget practices, and customer relations.
- Principles and practices of new program development, policy formation and implementation.
- Principles and practices of load profiles.
- Principal practices of marketing.
- Marketing and customer research methods for development of products and services.
- Appropriate means of available public assistance and encouragement of economic development and related activities.
- Current technology and application in the electric utility environment.
- Operation and electrical characteristics of industrial machinery, HVAC systems, commercial and industrial lighting.
- Distributed renewable energy technologies.
- Energy management and latest energy management technologies.
- Energy audit principles.
- Customer service techniques and principles.
- Applicable regulatory codes and laws relating to Public Benefits program and renewable energy programs.
- Methods and techniques for basic report preparation and record keeping.
- Knowledge of proper English, spelling and grammar. Basic principles of mathematics.

ABILITY TO:

- Public Speaking and presentations.
- Basic energy conversion theory.
- Perform energy audits and troubleshoot high bill complaints.
- Read, understand, interpret and apply relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Plan and organize work activities to meet changing priorities and deadlines.
- Work within deadlines to complete projects and assignments.
- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Understand and follow instructions.

MINIMUM QUALIFICATIONS

Education: A Bachelor's Degree from and accredited college or university with major course work in public or business administration or closely related field.

Experience: Five years of progressively responsible experience in marketing, wise use of energy; planning, organizing and implementing utility public outreach programs; and/or related products and services for an electric utility

ADDITIONAL REQUIREMENTS

Possession of a valid California Driver's License. May be required to work outside of a traditional work schedule.

WORKING CONDITIONS

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PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

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The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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New Job Description

JOB DESCRIPTION

TITLE: Budget & Financial Analyst	**JOB CODE:**
DEPARTMENT: Administrative Services	**EFFECTIVE DATE:** 07/01/2019
REPORTS TO: Deputy Finance Director	**FLSA STATUS:** Exempt
SUPERVISES: N/A	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Under general direction of the Deputy Finance Director, performs a variety of duties supporting the finance department providing analysis, projections and recommendations on revenue, expenditures and financial policies; and to monitor, analyze and provide reports on the budget and financials of the City.

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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.
- **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

- Assist in developing annual operating and capital budget for assigned City departments; produce budget documents.
- Perform budget analyses and reporting functions, track and project current revenues including property, sales, permit, franchise and recreation fees, grant awards.
- Monitor the budget and report on budget overruns, revenue shortfalls and other financial problems.
- Prepare monthly, quarterly and annual budget and other financial reports.
- Analyze, review and evaluate budget carryover and budget submittals for departments and associated funds; ensure compliance with budget procedures and policies.
- Perform cost allocations base on cost allocation plan model.
- Respond to inquiries and requests from management and other departments regarding budget/financial issues and special reports and analyses.
- Monitor and analyze State and other local jurisdiction legislation that could impact local revenue.
- Participate in the development, implementation and management of various database programs in order to support budgeting, tracking and analysis, and financial and performance reporting.
- Provide training and support to staff regarding the use of the City's financial system.
- Assist in the development, collection and reporting of performance measures.
- Provide assistance in the use of appropriate revenue and expenditure coding for payments.
- Other duties and projects as assigned.

Knowledge of:

- City organization, operations, policies and procedures.
- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Principles and practices of budget development, execution and control to assure compliance with state/local regulations and stewardship of public funds
- Financial record keeping and reporting principles and procedures.
- Generally accepted accounting principles.
- Operational characteristics of computerized financial reporting programs.
- Application computer software applications.

Ability to:

- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.
- Assist in developing the operating and capital budget for the City.
- Provide analysis, projections and recommendations on revenues, expenditures and financial policies.
- Prepare clear and concise administrative and financial reports.
- Summarize and communicate complex financial information to a variety of audiences
- Communicate clearly and concisely, both orally and in writing.

Minimum Qualifications

Education, Experience and Training

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to a Bachelor's degree from an accredited college or university with major course work in finance, public or business administration, accounting or a related field, AND

Experience: Three (3) years of increasingly responsible professional experience performing financial, budget analysis and/or preparation experience. Experience in a governmental agency is preferred.

Physical and Environmental Working Conditions

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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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.

New Job Description

JOB DESCRIPTION

TITLE: Associate Engineer (CIP)	**JOB CODE: 4322**
DEPARTMENT: Public Work / Engineering	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: Public Works Director	**FLSA STATUS:** Exempt
SUPERVISES: N/A	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Under the general direction of the City Engineer, this position manages the City's Capital Improvement Plan related to the Water, Wastewater, Streets, Airport and Building Divisions of the Public Works Department. The primary function an employee in this class is to initiate, expedite, facilitate, monitor, and assist with the development of capital improvement projects. The work includes acting as a single point of contact for projects throughout the planning, budgeting, design, review, construction, and inspection processes; monitoring project costs ensuring projects meet budget constraints; updating and ensuring the project stays on schedule and that the schedule is regularly briefed within the City; ensuring that the project and the City's contractors complete the scope of the projects within specifications.

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CITY VISION

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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 Essential Duties are not intended to be an exhaustive list of all responsibilities, duties and skills. They are intended to be accurate summaries of what the job classification involves and what is required to perform it. Employees are responsible for all other duties as assigned.

- Provides responsible and technical review and coordination of capital improvement projects (CIP);
- Manages project coordination for capital improvement projects including design, scope of work, cost estimating, contract administration, budgets and schedules. Analyzes and interacts with various City departments on the intent of the capital improvement project and project scope;
- Reviews, develops and writes scopes of work for design and construction contracts between the City, consultants and construction contractors;
- Manages the work of consultants and contractors through the development of project requirements including; project strategies, budget, schedule, land acquisitions, permitting requirements and compliance with City policies, procedures, design and construction standards, regulations and codes;
- Requests, evaluates, negotiates and manages consultant proposals, sets project schedules, design review elements, agency coordination, owner reviews, regulatory agency compliance, budgeting considerations in accordance with appropriate engineering standards;
- Prepares and reviews project schedules;
- Investigates and resolves schedule conflicts on capital improvement projects. Negotiates contract amendment/change order requests and proposed additions/deletions to contracts throughout the process;
- Implements and manages alternate project delivery methods per City procurement and administrative regulations as well as State statutes;
- Develops project schedules, construction and cost estimates, manages construction contracts, conducts pre-bid meetings, bid openings, evaluates bidders and conducts pre-construction meetings;
- Provides technical advice and assistance to other City departments, engineers, architects, and contractors for conformance with City policies and guidelines;
- Ensures persons and agencies affected by projects are informed and processes established; coordinates and communicates design development, plan reviews, permitting, changes in design or construction and internal or external agency involvement and approval;
- Prepares memos and reports on public works projects for City management and the public;
- Facilitates public meetings to keep the public informed of direction and progress of public works capital projects;

- Acts as the point of contact responding and resolving inquiries regarding engineering projects from residents, business owners, contractors and city staff;
- Performs all work duties and activities in accordance with City policies and procedures;
- Works in a safe manner and reports unsafe activity and conditions. Follows City-wide safety policy and practices and adheres to responsibilities concerning safety prevention, reporting and monitoring as outlined in the City's Safety Handbook;
- Assist the City Engineer in updating the Capital Improvement Plan and the City Council adoption process with each budget cycle. Establishes project priorities and schedules; monitors and evaluates work products contractors; participates in the development and administration of project budgets; prepares cost estimates; assists in the research, development and administration of revenue sources;
- Prepares bid specifications and requests for proposals; coordinates multiple projects with other City departments, developers, architects, engineers and outside agencies;
- Analyzes and makes reports and recommendations concerning CIP and other projects as assigned;
- Prepares staff reports for City Council;
- Facilitates complaint and problem resolution;
- Develops and maintains project records;
- Provides assistance to other employees or departments as needed;
- Performs other duties as assigned.

KNOWLEDGE OF:

- Civil engineering principles and practices relating to design and construction;
- The principles and practices of project management;
- Basic contract law, bond and insurance requirements;
- Municipal, state, federal and other codes relating to design and construction;
- Principles and practices of conflict and problem resolution;
- Principles and practices of continuous process improvement;
- Current supervision and evaluation techniques;
- Manage and work independently on multiple major projects or sensitive problems and coordinate work of others;
- Analyze problems, identify alternatives, and negotiate effective solutions;
- Municipal administration practices and procedures;
- External customer service;
- Professional written and oral communication skills;
- Microsoft Office suite and MS Project;
- Safely operate a motor vehicle both on and off-road.

ABILITY TO:

- Multi-task and be flexible, and work in a fast-paced and ever-changing diverse customer environment;
- Work independently with minimal supervision and using independent judgment;
- Maintain attention to detail resulting in high quality deliverables;
- Coordinate multiple projects, providing comprehensive oversight and documentation;

- Establish and maintain effective working relationships with city staff, city management, developers, business owners, and other agencies;
- Communicate clearly and effectively with city staff, development clientele, and the public;
- Apply the principles and practices of conflict and problem resolution to aid in the successful completion of development projects;
- Identify, communicate and negotiate the resolution of complex issues;
- Develop and implement policies and procedures to expedite the development review process in order to enhance customer service;
- Express ideas, both orally and written, to a variety of audiences, including public officials, managers, other city staff, developers, contractors and the general public;
- Operate a motor vehicle;
- Prepare oral and written reports and maintain system tracking and performance records;
- Operate standard office equipment and a personal computer using program applications appropriate to assigned duties;
- Work in a safe manner and report unsafe activity and conditions

MINIMUM QUALIFICATIONS

Bachelor's degree in Civil Engineering or Construction Management or a closely related field and four (4) years of full-time professional level experience in commercial, industrial, governmental, or large-scale residential development project management; and two (2) or more years' experience in a public sector setting is required. Possession of a valid California driver's license is required.

Any equivalent combination of education, training, and experience, which provides the requisite knowledge, skills, and abilities for this job, may be substituted for evaluation at the discretion of the City Manager.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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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.

REVISED TITLE

JOB DESCRIPTION

TITLE: Customer Service Representative	**JOB CODE: 1350**
DEPARTMENT: Administrative Services	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: Customer Service and Billing Manager	**FLSA STATUS:** Non-Exempt
SUPERVISES: n/a	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Under close supervision, performs a variety of duties associated with the setting up of utility billing accounts, providing customer service and collection of monies owed for City of Banning-provided municipal services.

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.
- **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.

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CORE VALUES

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- 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.

Essential Functions

- Directs, supervises and evaluates employees' adherence to safety standards and department policies, and ADA compliance.
- Accepts payments for utility services.
- Reviews accounts.
- Updates customer records.
- Issues receipt.
- Establishes new customer utility accounts.
- Obtains and validates new customer information.
- Requests, obtains, accounts for and handles account set-up deposits, letters of credit and related needs.
- Creates accounts in automated and/or manual recording system.
- Assists customers with filling out of forms and other required items.
- Initiates and/or processes paperwork associated with connections for new services.
- Monitors accounts for compliance to time-payment plans and payments.
- As authorized, enters in to time payment agreements.
- Monitors payments and payment history for compliance to established parameters.
- As authorized, accepts and reviews requests for meter re-reads.
- Receives and reviews re-read information.
- As required, adjusts account information and readings.
- Identifies and/or investigates unusual readings and/or other usage reports.
- Forwards suspected theft of services or related concerns to supervisor.
- As required, assists citizens with special needs and/or involved in special projects/programs.
- Responds to inquiries and contacts made in person, by phone, mail, e-mail and/or other contacts.
- Prints out and prepares utility service bills for mailing.
- Updates and maintains a variety of financial, service usage, statistical and other files and records.
- Performs other duties as assigned or required.

Knowledge of:

- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- City organization, operations, policies and procedures.
- Basic principles of bookkeeping and/or accounting.
- Basic principles of file and records management.
- Principles of customer service and assistance.

Ability to:

- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of software applications.

Minimum Qualifications

A high school diploma or GED AND one (1) year of clerical, secretarial, clerical accounting, customer service or closely related experience.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee may be required to lift and/or carry heavy, bulky supplies, materials, equipment and/or items weighing up to twenty (20) pounds. The employee may be occasionally required to work outside the traditional work schedule. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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Revised Job Description

JOB DESCRIPTION

TITLE: Fleet Manager	**JOB CODE: 4410**
DEPARTMENT: Public Work / Fleet / Transit	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: Public Works Director	**FLSA STATUS:** Exempt
SUPERVISES:	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Under general direction of the Public Works Director/City Engineer, plans, prioritizes, assigns, supervises and administers all operations associated with the repair and maintenance of the City's fleet of vehicles and equipment.

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.

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- 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.

Essential Functions

- Manages City fleet maintenance services in order to ensure Public Health & Safety.
- Develops, interprets and implements Department policies, goals and objectives.
- Develops and manages annual department budget.
- Manages daily operations to promote an efficient, safe and cost effective environment.
- Tracks inventory and billing to ensure effective use of budget expenditures.
- Monitors department compliance with purchasing guidelines and regulations.
- Conducts quality control and safety inspections of fleet inventory.
- Assure that the City's fleet asset management program is implemented and accurate in order to provide the director with analysis and reports.
- Provide various reports to other departments as necessary.
- Provides technical and mechanical assistance to workers.
- Coordinate with contractors in providing contract services; solicit and collect bids according to City policies for large repairs.
- Prepare specifications for vehicle and equipment purchases.
- Communicates with vendors and contractors as necessary.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
- Performs final test drives following fleet and vehicle repairs.
- Selects, assigns, evaluates and manages fleet maintenance work activities.
- Prioritizes, schedules and delegates work assignments of fleet maintenance staff.
- Identifies and implements new employee and on-going staff training programs.
- Assist the director in the development and administration of a fleet and equipment replacement policy and fund.
- Monitor and control supplies and equipment; order parts and supplies.
- Responsible for overseeing the operations of all of the fueling stations.
- Provides mentoring for employees to promote professional growth and high morale.
- Establishes and maintains uniform practices and policies for an effective preventive maintenance program.
- Assures the operation of the public transportation system is both cost effective and efficient.
- Makes recommendations for commencement, improvement, modification, or elimination of transit routes and service.
- Attends and investigates accidents in its area of responsibility or as assigned.
- Receives and responds to incidents and accidents; gathers information, takes photos and assists passengers or patrons and staff; obtains accident reports from public safety agencies.
- Provides operational statistics, working with the Office Specialist, to ensure information is properly entered into the Trans Track System.
- Responsible for ensuring employees have documented certification for various aspects of job assignments, including general mobility and regulatory functions and requirements specific to company vehicles operated for transit drivers.
- Performs other duties as assigned or required.

Knowledge of:

- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- City organization, operations, policies and procedures.
- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- Management and/or supervision principles.
- File and records management principles.
- Inventory control methods and techniques.
- Bookkeeping and accounting procedures and principles.
- Principles, practices and functions of fleet operations and services.
- Developments, practices and terminology of fleet operations.

- Equipment and supplies used in fleet maintenance.

ABILITY TO:
- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of software applications.
- Analyze operational problems, evaluating alternative solutions and adopting effective courses of action.
- Prepare clear and concise reports, correspondence and other written materials.
- Establish and maintain cooperative working relationships with those contacted in the course of the work.
- Exercise sound independent judgment within general policy and administrative guidelines.
- Administer safety programs and emergency operating procedures.
- Understand oral and written instructions.

MINIMUM QUALIFICATIONS
An Associate's degree in Business Administration, Management or related field AND ten (10) years of vehicle and equipment maintenance experience that includes five (5) years of management and/or supervision. A bachelor's degree is highly desirable.

LICENSE AND CERTIFICATION REQUIREMENTS
- Must have at the time of application and must maintain a class A California commercial driver license and current D.O.T. medical certificate.
- Certified Automotive Fleet Manager certification is highly desired.
- Successful completion of a pre-employment background check.

WORKING CONDITIONS
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS
The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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Job Description with Changes

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JOB DESCRIPTION

TITLE: Fleet Manager	JOB CODE: 4410
DEPARTMENT: Public Work / Fleet / Transit	EFFECTIVE DATE: ~~08/01~~7/1/2019
REPORTS TO: Public Works Director	FLSA STATUS: Exempt
SUPERVISES:	UNION STATUS: Represented

JOB PURPOSE/SUMMARY

Under general direction of the Public Works Director/City Engineer, plans, prioritizes, assigns, supervises and administers all operations associated with the repair and maintenance of the City's fleet of vehicles and equipment.

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.

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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.

ESSENTIAL FUNCTIONS

- Manages City fleet maintenance services in order to ensure Public Health & Safety.
- Develops, interprets and implements Department policies, goals and objectives.
- Develops and manages annual department budget.
- Manages daily operations to promote an efficient, safe and cost effective environment.
- Tracks inventory and billing to ensure effective use of budget expenditures.
- Monitors department compliance with purchasing guidelines and regulations.
- Conducts quality control and safety inspections of fleet inventory.
- Assure that the City's fleet asset management program is implemented and accurate in order to provide the director with analysis and reports.
- Provide various reports to other departments as necessary.
- Provides technical and mechanical assistance to workers.
- Coordinate with contractors in providing contract services; solicit and collect bids according to City policies for large repairs.
- Prepare specifications for vehicle and equipment purchases.
- Communicates with vendors and contractors as necessary.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
- Performs final test drives following fleet and vehicle repairs.
- Selects, assigns, evaluates and manages fleet maintenance work activities.
- Prioritizes, schedules and delegates work assignments of fleet maintenance staff.
- Identifies and implements new employee and on-going staff training programs.
- Assist the director in the development and administration of a fleet and equipment replacement policy and fund.
- Monitor and control supplies and equipment; order parts and supplies.
- Responsible for overseeing the operations of all of the fueling stations.
- Provides mentoring for employees to promote professional growth and high morale.
- Establishes and maintains uniform practices and policies for an effective preventive maintenance program.
- Assures the operation of the public transportation system is both cost effective and efficient.
- Makes recommendations for commencement, improvement, modification, or elimination of transit routes and service.
- Attends and investigates accidents in its area of responsibility or as assigned.
- Receives and responds to incidents and accidents; gathers information, takes photos and assists passengers or patrons and staff; obtains accident reports from public safety agencies.
- Provides operational statistics, working with the Office Specialist, to ensure information is properly entered into the Trans Track System.
- Responsible for ensuring employees have documented certification for various aspects of job assignments, including general mobility and regulatory functions and requirements specific to company vehicles operated for transit drivers.
-
- Performs other duties as assigned or required.

Commented [SC1]: Added from Recreation Manager Job Description (formerly Community Services Manager)

KNOWLEDGE OF:

- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- City organization, operations, policies and procedures.
- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- Management and/or supervision principles.
- File and records management principles.
- Inventory control methods and techniques.
- Bookkeeping and accounting procedures and principles.
- Principles, practices and functions of fleet operations and services.

- Developments, practices and terminology of fleet operations.
- Equipment and supplies used in fleet maintenance.

ABILITY TO:
- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of software applications.
- Analyze operational problems, evaluating alternative solutions and adopting effective courses of action.
- Prepare clear and concise reports, correspondence and other written materials.
- Establish and maintain cooperative working relationships with those contacted in the course of the work.
- Exercise sound independent judgment within general policy and administrative guidelines.
- Administer safety programs and emergency operating procedures.
- Understand oral and written instructions.

MINIMUM QUALIFICATIONS
An Associate's degree in Business Administration, Management or related field AND ten (10) years of vehicle and equipment maintenance experience that includes five (5) years of management and/or supervision. A bachelor's degree is highly desirable.

LICENSE AND CERTIFICATION REQUIREMENTS
- Must have at the time of application and must maintain a class A California commercial driver license and current D.O.T. medical certificate.
- Certified Automotive Fleet Manager certification is highly desired.
- Successful completion of a pre-employment background check.

WORKING CONDITIONS
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS
The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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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.

Revised Job Description

JOB DESCRIPTION

TITLE: Building Official	**JOB CODE: 3210**
DEPARTMENT: Community Development	**EFFECTIVE DATE: 7/1/2019**
REPORTS TO: Community Development Director	**FLSA STATUS:** Exempt
SUPERVISES: Plan Checker, Building Inspector, Permit Technician	**UNION STATUS:** Teamsters

JOB PURPOSE/SUMMARY

The Building Official is responsible for overall leadership and management of the building division – which includes responsibility for building, plumbing, mechanical, energy and grading permits and the plan check review process, for building and related inspections and for performance of emergency service coordinator functions; which is assigned to the Building Official. The Building Official is responsible for the division's budgets, projects and standards, and for relations with building community, environmental groups, businesses, developers, State agencies and other governmental organizations.

ABOUT THE CITY OF BANNING

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CITY VISION

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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 Community Development department's management team and works closely with the Community Development Director, Fire Marshal, Public Works Director, and other persons to guide and coordinate building, planning, and fire inspection services and day-to-day activities.
- Administers and participates in the acceptance of applications for building, plumbing, mechanical, grading and other related permits, and assists applicants in preparing the necessary forms.
- Participates in pre-application conferences with other City staff and project proponents.
- Serves as a member of the Development Review Committee and coordinates the processing of plans and specifications and the distribution of building permit project files to the Planning division, Public Works and other agencies as may be required prior to the issuance of building permits.
- Responsible for drainage assessment plans, that assist in response time for earthquakes, slides, slippage and other contingencies including plan development, participant in the selection and training procedures.
- Administers and participates in inspection of buildings under construction, alteration or repair for compliance with uniform codes and City ordinances.
- Administers and participates in the examination of plans and specifications of all level of buildings to be constructed or remodeled for compliance with the uniform codes, City ordinances and other pertinent regulations.
- Ensures that the Building division's programs are implemented in a manner consistent with the City's and Department's goals and policies.
- Serves as a resource on building code interpretations, and represents the City to building organizations, citizen committees and other activities on the island and throughout the Puget Sound region.
- Provides assistance and supervision to subordinates in planning and implementing programs; selects, trains, motivates, coaches and evaluates staff; establishes and monitors employee performance objectives; provides or coordinates staff training.
- Meets regularly with staff to discuss and resolve priorities, workload and technical issues.
- Facilitates problem solving within the Building Division; encourages a high degree of communication and feedback between employees and supervisors; leads by example by maintaining high standards of behavior and performance.
- Coordinates activities with other City departments, local, state and federal agencies as appropriate.
- Maintains timely and regular attendance.
- Other duties as assigned.

KNOWLEDGE OF:

- City and Department 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.
- Building materials and methods of construction.
- Standard practices and techniques of the building industry.
- All building, plumbing, mechanical, energy and municipal codes, and legal application thereof.
- Research methods and report preparation and presentation.
- Management and/or supervisory principles 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.
- Manage diverse work activities of numerous, highly-skilled subordinates in a manner conducive to proficient performance, high morale and departmental effectiveness.
- 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.
- Use initiative and independent judgment within established procedural guidelines.
- Operate a personal computer utilizing a variety of standard and specialized software.
- Detect structural failures and appraise the quality of construction.
- Read and interpret construction plans and specifications.
- Communicate effectively both orally and in writing.

PREFERRED QUALIFICATIONS

Bachelor's degree with major course work in engineering, building technology, construction techniques, architecture, or related field **AND** 5 years of experience in plan review, inspection and/or as a building official.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid California State driver's license is required.
- ICC certification in building inspection and plans examination is required.
- ICC certification as building official within 6 months of hire.
- Successful completion of a pre-employment background check is required.

WORKING CONDITIONS

The regular work schedule is 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. Position infrequently requires outdoor work, which includes driving a vehicle. Outdoor environment can include uneven and unstable walking surfaces, tripping hazards and inclement weather conditions. Occasional 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.

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Revised Job Description

JOB DESCRIPTION

TITLE: Building Official	**JOB CODE:** 3210
DEPARTMENT: Community Development	**EFFECTIVE DATE:** 8/27/2019
REPORTS TO: Community Development Director	**FLSA STATUS:** ~~Non-Exempt~~Exempt
SUPERVISES: Plan Checker, Building Inspector, Permit Technician	**UNION STATUS:** Teamsters

JOB PURPOSE/SUMMARY

The Building Official is responsible for overall leadership and management of the building division – which includes responsibility for building, plumbing, mechanical, energy and grading permits and the plan check review process, for building and related inspections and for performance of emergency service coordinator functions; which is assigned to the Building Official. The Building Official is responsible for the division's budgets, projects and standards, and for relations with building community, environmental groups, businesses, developers, State agencies and other governmental organizations.

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CITY VISION

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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.

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ESSENTIAL FUNCTIONS

- Functions as a member of the Community Development department's management team and works closely with the Community Development Director, Fire Marshal, Public Works Director, and other persons to guide and coordinate building, ~~and~~ planning, and fire inspection services and day-to-day activities.
- Administers and participates in the acceptance of applications for building, plumbing, mechanical, grading and other related permits, and assists applicants in preparing the necessary forms.
- Participates in pre-application conferences with other City staff and project proponents.
- Serves as a member of the Development Review Committee and coordinates the processing of plans and specifications and the distribution of building permit project files to the Planning division, Public Works and other agencies as may be required prior to the issuance of building permits.
- Responsible for drainage assessment plans, that assist in response time for ~~to respond to~~ earthquakes, slides, slippage and other contingencies including plan development, participant in the selection and training procedures.
- Administers and participates in inspection of buildings under construction, alteration or repair for compliance with uniform codes and City ordinances.
- Administers and participates in the examination of plans and specifications of all level of buildings to be constructed or remodeled for compliance with the uniform codes, City ordinances and other pertinent regulations.
- Ensures that the Building division's programs are implemented in a manner consistent with the City's and Department's goals and policies.
- Serves as a resource on building code interpretations, and represents the City to building organizations, citizen committees and other activities on the island and throughout the Puget Sound region.
- Provides assistance and supervision to subordinates in planning and implementing programs; selects, trains, motivates, coaches and evaluates staff; establishes and monitors employee performance objectives; provides or coordinates staff training.
- Meets regularly with staff to discuss and resolve priorities, workload and technical issues.
- Facilitates problem solving within the Building Division; encourages a high degree of communication and feedback between employees and supervisors; leads by example by maintaining high standards of behavior and performance.
- Coordinates activities with other City departments, local, state and federal agencies as appropriate.
- Maintains timely and regular attendance.
- Other duties as assigned.

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KNOWLEDGE OF:

- City and Department 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.
- Building materials and methods of construction.
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- All building, plumbing, mechanical, energy and municipal codes, and legal application thereof.
- Research methods and report preparation and presentation.
- Management and/or supervisory principles in a union environment.
- Correct English usage, grammar, spelling, punctuation and vocabulary.

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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.
- Manage diverse work activities of numerous, highly-skilled subordinates in a manner conducive to proficient performance, high morale and departmental effectiveness.
- 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.
- Use initiative and independent judgment within established procedural guidelines.
- Operate a personal computer utilizing a variety of standard and specialized software.
- Detect structural failures and appraise the quality of construction.
- Read and interpret construction plans and specifications.
- Communicate effectively both orally and in writing.

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PREFERRED QUALIFICATIONS

~~Associate's~~ Bachelor's degree with major course work in engineering, building technology, construction techniques, architecture, or related field **AND** 5 years of experience in plan review, inspection and/or as a building official.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid California State driver's license is required.
- ICC certification in building inspection and plans examination is required.
- ICC certification as building official within 6 months of hire.
- Successful completion of a pre-employment background check is required.

WORKING CONDITIONS

The regular work schedule is 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. Position infrequently requires outdoor work, which includes driving a vehicle. Outdoor environment can include uneven and unstable walking surfaces, tripping hazards and inclement weather conditions. Occasional attendance at meetings before or after regular work hours is required.

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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.

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Revised Job Description

JOB DESCRIPTION

TITLE: Recreation Manager	**JOB CODE: 3315**
DEPARTMENT: Parks and Recreation	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: Parks and Recreation Director	**FLSA STATUS:** Exempt
SUPERVISES:	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Under supervision of the Parks and Recreation Director, performs a variety of duties involved in the daily activities of the Parks and Recreation Department (Transit, Recreation, Aquatics & Senior Services) including planning, coordinating and overseeing of transit services. Assures compliance with applicable laws, codes, rules and regulations for all divisions within the department; ensures staff is appropriately trained and monitors and evaluates performance; and resolves client and community concerns related to services, programs, and activities that are provided by the department.

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

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CORE VALUES

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- 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.

individuals to who service is provided.

Essential Functions

- Directs, supervises and evaluates employees' adherence to safety standards and department policies, and ADA compliance.
- Addresses and resolves complaints and issues raised by customers and patrons relating to services.
- Responsible for ensuring employees have documented certification for various aspects of job assignments, including general mobility and regulatory functions.
- Responsible for communicating policies, rules, assignments and other information related to job duties to employees.
- Performs office and field supervisory duties for the areas of responsibility.
- Collects and researches information and data and prepares reports and recommendations.
- Monitors employee attendance.
- As directed, attends meetings, including those scheduled after normal working hours.
- Prepares specifications and contract documents for transit system capital procurement.
- Represents and promotes the Community Services Department through personal presentations and other outreach to local groups throughout the community.
- Performs other duties as assigned or required.

Knowledge of:

- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- City organization, operations, policies and procedures.
- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- File management and recordkeeping techniques.
- Employee supervision practices.
- Contract compliance and grant guidelines.

Ability to:

- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of software applications.

Minimum Qualifications

Any combination of education and experience that provides the knowledge, skills and abilities necessary for a Community Services Manager. Ideally the required qualifications include possession of a Bachelor's or Associate's degree in Public or Business Administration or a related field AND five (5) years of experience in a public agency. Experience and additional education related to municipal transportation is highly desirable.

License and Certification Requirements

- Must have at the time of application and must maintain a California driver license.
- Successful completion of a pre-employment background check.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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Job Description with Changes

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JOB DESCRIPTION

TITLE: Recreation Manager	JOB CODE: 3315
DEPARTMENT: Parks and Recreation	EFFECTIVE DATE: 087/0101/2019
REPORTS TO: Parks and Recreation Director	FLSA STATUS: Exempt
SUPERVISES:	UNION STATUS: Represented

JOB PURPOSE/SUMMARY

Under supervision of the Parks and Recreation Director, performs a variety of duties involved in the daily activities of the Parks and Recreation Department (Transit, Recreation, Aquatics & Senior Services) including planning, coordinating and overseeing of transit services. Assures compliance with applicable laws, codes, rules and regulations for all divisions within the department; ensures staff is appropriately trained and monitors and evaluates performance; and resolves client and community concerns related to services, programs, and activities that are provided by the department.

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

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- 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.

individuals to who service is provided.

ESSENTIAL FUNCTIONS

- Directs, supervises and evaluates employees' adherence to safety standards and department policies, and ADA compliance.
- Addresses and resolves complaints and issues raised by customers and patrons relating to services.
- Responsible for ensuring employees have documented certification for various aspects of job assignments, including general mobility and regulatory functions
- ~~Responsible for ensuring employees have documented certification for various aspects of job assignments, including general mobility and regulatory functions and requirements specific to company vehicles operated for transit drivers.~~
- Responsible for communicating policies, rules, assignments and other information related to job duties to employees.
- Performs office and field supervisory duties for the areas of responsibility.
- ~~Assures the operation of the public transportation system is both cost effective and efficient.~~
- ~~Makes recommendations for commencement, improvement, modification, or elimination of transit routes and service.~~
- ~~Attends and investigates accidents in its area of responsibility or as assigned.~~
- ~~Receives and responds to incidents and accidents; gathers information, takes photos and assists passengers or patrons and staff; obtains accident reports from public safety agencies.~~
- ~~Provides operational statistics, working with the Office Specialist, to ensure information is properly entered into the Trans Track System.~~
- Collects and researches information and data and prepares reports and recommendations.
- Monitors employee attendance.
- As directed, attends meetings, including those scheduled after normal working hours.
- Prepares specifications and contract documents for transit system capital procurement.
- Represents and promotes the Community Services Department through personal presentations and other outreach to local groups throughout the community.
- Performs other duties as assigned or required.

Commented [SC1]: Removed these duties related to Transit Operations. Moved them to the Fleet Manager Position

KNOWLEDGE OF:

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- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- File management and recordkeeping techniques.
- Employee supervision practices.
- Contract compliance and grant guidelines.

ABILITY TO:

- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS

Any combination of education and experience that provides the knowledge, skills and abilities necessary for a Community Services Manager. Ideally the required qualifications include possession of a Bachelor's or Associate's degree in Public or Business Administration or a related field AND five (5) years of

experience in a public agency. Experience and additional education related to municipal transportation is highly desirable.

LICENSE AND CERTIFICATION REQUIREMENTS

- Must have at the time of application and must maintain a California driver license.
- Successful completion of a pre-employment background check.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

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.

Revised Job Description

JOB DESCRIPTION

TITLE: Public Works Director/City Engineer	**JOB CODE: 4400**
DEPARTMENT: Public Works	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: City Manager	**FLSA STATUS:** Exempt
SUPERVISES:	**UNION STATUS:** Unrepresented
SALARY: D100	

JOB PURPOSE/SUMMARY

The Public Works Director is responsible for overall leadership and management of the Public Works Department. The Director directs, oversees, plans, organizes and administers water, wastewater, engineering, streets, fleet, building maintenance, transit operations for both Fixed Route and Dial-A-Ride and airport division operations; plans, directs, and supervises the work of full- and part-time staff; manages the Department Budget; coordinates assigned activities with other City Departments, outside organizations, and the general public; provides highly-responsible and complex administrative support to the City Manager.

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The City of Banning is located in the San Gorgonio 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. Establishes and maintains direction and regulation over Public Works Divisions, including the water, wastewater, engineering, streets, fleet, building maintenance and airport divisions and services in accordance with operational and environmental protection measures and Federal, State and regional regulatory requirements.
- Provides professional assistance and information to the City Council and City management staff on City operations associated with Public Works.
- Develops and implements the Capital Improvement Program (CIP).
- Interprets and enforces Public Works Department policies and procedures.
- Acts as liaison with other City departments and other government agencies, such as Department of Transportation, Riverside County Transportation Commission and Riverside County Economic Development Agency.
- Manages Banning Municipal Airport operation.
- Manages the waste management franchise contract and address solid waste related issues.
- Develops financial plans including loans and grants to pay for infrastructures.
- Reviews and/or approves assigned staff plans, specifications and cost estimates for each public works operation.
- Monitors the acquisition, allocation or use of resources needed for successful service delivery or project completion.
- Researches, reviews, investigates and reports services, problems or conditions affecting the safe and convenient use of City water and wastewater systems, streets, vehicles and equipment and airport.
- Prepares reports of conditions and results of Public Works operations for the City.
- Oversees budgetary and expenditures for the Public Works Departments and Divisions.
- Manages the buying, selling and trading operations within the Public Works Department.
- Provides short term and long term utilities and public works capital improvement planning for the City. Attends meetings and presentations.
- Oversees, monitors and directs office operations of assigned staff.
- Prioritizes and assigns special projects. Interviews prospective employees.
- Hires and/or recommends hiring.
- Develops, identifies and implements new employee and on-going staff training.
- Assigns, tracks and reviews work assignments and progress.
- Reviews and approves the formal performance evaluation of assigned department staff.
- Develops and implements disciplinary actions for assigned staff.
- Develops, implements, monitors and evaluates systems, policies and procedures to ensure the highest quality of transportation services are provided to passengers.
- Prepares reports, memos and correspondence.
- Performs other duties as assigned or required.

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.
- Water, wastewater, street, engineering, fleet, building maintenance and airport management and operations practices and principles.
- Management and/or supervision principles.

- Finance and budget principles.
- File and report management techniques.
- Research methods and procedures.
- Engineering principles and methods.
- Trends and practices in public improvement projects.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Rules and regulations governing public meetings.
- Sources of information related to a broad range of municipal programs, services and administration.
- Principles of facility supervision, facilitation, and maintenance.
- Research methods and report preparation and presentation.
- Management practices in a union environment.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- All aspects of public transit, to include measure efficiency, assessing effectiveness, developing performance measures, and budgeting.
- ADA requirements for public transportation

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.
- Assess and monitor community needs; identify opportunities for improving service delivery methods and procedures for development and implementation of new program areas.
- Maintain administrative systems for facility and program scheduling, calendaring, and other functions.
- Operate a personal computer utilizing a variety of standard and specialized software.
- Communicate effectively both orally and in writing.

PREFERRED QUALIFICATIONS

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

A Bachelor's degree in Civil Engineering or related field AND ten (10) years of public works, water, wastewater or engineering experience that includes five (5) years of management and/or supervision.

LICENSE AND CERTIFICATION REQUIREMENTS
- Valid California State driver's license and an acceptable driving record.
- Successful completion of a pre-employment background check.
- Must possess registration in California as a Professional Civil Engineer at time of appointment.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, high temperatures and toxic or caustic chemicals.

Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually quiet while in the office and moderately loud when in the field. Occasional attendance at meetings before or after regular work hours is required.

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EXHIBIT "B"

Schedule A – Classification and Compensation Plan Amended 8/27/2019

CITY OF BANNING CLASSIFICATION & COMPENSATION PLAN
REVISED AUGUST 27, 2019
RESOLUTION 2019-XX (AMENDING RESOLUTION 2019-55)

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
	3115	Economic Development Manager	T85	Mgmt/Confidential
Financial Services Group	1105	Administrative Services Director	D00	Contract
	1115	Deputy Finance Director	T87	Mgmt/Confidential
	1125	Accountant II	G59	IBEW-G
	1130	Financial Services Specialist	G47	IBEW-G
	1136	Accounting Specialist	G53	IBEW-G
	1140	Accountant	G56	IBEW-G
	1145	Budget & Financial Analyst	T76	TEAMSTERS
	1160	Purchasing Manager	T77	TEAMSTERS
	1165	Buyer	G54	IBEW-G
	1170	Purchasing Assistant	G48	IBEW-G
	~~5028~~	~~Utility Financial Analyst~~	~~T76~~	~~TEAMSTERS~~
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

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Class Series / Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
	1340	Senior Utility Billing Rep	G48	IBEW-G
	1350	Customer Service Representative	G43	IBEW-G
	1340	Lead Field Service Representative	U55	IBEW-U
	1325	Field Service Representative	U51	IBEW-U
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	1605	Executive Assistant	G57	IBEW-G
	1610	Executive Secretary	G53	IBEW-G
	1601	Management Analyst	T68	TEAMSTERS
	1620	Office Specialist	G44	IBEW-G
	1630	Receptionist	G31	IBEW-G

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CITY OF BANNING CLASSIFICATION & COMPENSATION PLAN
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MATRIX BY CLASS SERIES/JOB CODE

Class Series / Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
2000 – POLICE SERIES				
Police Group	2010	Police Chief	D03	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

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Class Series / Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
Development Services Group	3210	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	Parks and Recreation Director	D92	Contract
	3315	Recreation Manager	T68	TEAMSTERS
	3325	Recreation Coordinator	G51	IBEW-G
	3328	Program Coordinator	G49	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	7T8	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

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MATRIX BY CLASS SERIES/JOB CODE

Class Series / Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
Engineering Group	4300	City Engineer	T85	TEAMSTERS
	4350	Senior Civil Engineer	T82	TEAMSTERS
	4320	Associate Civil Engineer	T76	TEAMSTERS
	4322	Associate Engineer (CIP)	T75	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
Transit Operations Group				
	3360	Transit Field Supervisor	G59	IBEW-G
	3350	Lead Bus Driver/Trainer	G55	IBEW-G
	3340	Bus Driver	G47	IBEW-G

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Class Series / Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
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
	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
	5023	Business Support Manager	T83	TEAMSTERS
	5024	Electrical Engineering Supervisor	T83	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
	5035	Public Benefits Analyst	U68	IBEW-U
	5050	Public Benefits Coordinator	U55	IBEW-U
	5055	Utility Services Assistant	U48	IBEW-U
	5053	Assistant Electric Service Planner	U57	IBEW-U

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Class Series / Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
	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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ATTACHMENT 6

Position Costs for New Positions and Reclassifications

Fiscal Year 2019-20
ELECTRIC DEPARTMENT RECLASSIFICATIONS
Salary and Benefits Calculation

	FY20
Avg Hourly	29.39
Annual	$ 61,136.85
Benefit Allowance (Included in Budget already)	
Maximum Cash Out:	
Sick Payoff	1,175.60
Comp Payoff	1,175.60
Vacation Payoff	1,175.60
Total Salary Cost	64,663.65
Life Insurance	432.00
PERS Employer Cost	5,888.70
Medicare	937.62
Social Security	4,009.15
SUI	684.73
WC	2,720.16
Total Benefit Cost	14,672.37
Total Additional Salary & Benefits	$ 79,336.02

Current Position	New Position	Current Class	New Class	Current Rate	New Rate W/ COLA	Difference (yearly)
Office Specialist	Utility Services Assitant	G44 - 6	U48 - 5	$ 38,394.38	$ 44,530.42	$ 6,136.04
Utility Service Assistant	Public Benefits Coordinator	U48-13	U55-11	$ 51,552.35	$ 61,568.63	$ 10,016.28
Public Benefits Coordinator	Public Benefits Analyst	U55 - 13	U68 - 3	$ 61,280.35	$ 69,383.36	$ 8,103.01
Management Analyst	Business Support Manager (Electric)	T68 - 7	T83 - 1	$ 72,626.43	$ 95,551.64	$ 22,925.21
Associate Engineer	Engineering Supervisor	T76 - 13	T83 - 9	$ 102,924.63	$ 116,880.94	$ 13,956.31
						$ 61,136.85
					Average	29.39

Fiscal Year 2019-20
Associate Engineer (CIP)
Salary and Benefits Calculation

Associate Engineer (CIP)			FY20
SALARY RANGE - T75			
($76,449.15 - 103,426.33)	Hourly		43.31
	Annual	$	90,090.83
Vehicle Allowance			3,000.00
Benefit Allowance			16,800.00
Maximum Cash Out:			
Sick Payoff			1,732.52
Personal Leave Payoff			1,732.52
Vacation Payoff			1,732.52
Total Salary Cost			115,088.38
Life Insurance			936.00
PERS Employer Cost (inc UAL)			8,677.55
Medicare			1,668.78
Social Security			7,135.48
SUI			1,009.02
WC			7,206.37
Total Benefit Cost			26,633.19
Total Salary & Benefits		$	141,721.57
Allocation:			
General Fund	10%	$	14,172.16
Streets	35%		49,602.55
Water	25%		35,430.39
Wastewater	25%		35,430.39
Airport	5%		7,086.08
	100%		141,721.57

Fiscal Year 2019-20
Budget & Financial Analyst
Salary and Benefits Calculation

Budget & Financial Analyst		FY20
SALARY RANGE - T76		
($78,360.66 - $106,012.40)	Hourly	50.97
	Annual	$ 106,012.40
Vehicle Allowance		3,000.00
Incentive Pay		0.00
Benefit Allowance		16,800.00
Maximum Cash Out:		
Sick Payoff		2,038.70
Personal Leave Payoff		2,038.70
Holiday Payoff		2,038.70
Vacation Payoff		2,038.70
Total Salary Cost		133,967.20
Life Insurance		936.00
PERS Employer Cost		10,211.11
Medicare		1,698.92
Social Security		7,264.37
SUI		646.68
WC		4,556.84
Total Benefit Cost		25,313.92
Total Salary & Benefits		$ 159,281.12
Allocation:		
General Fund	50%	$ 79,640.56
Utility Fund	50%	79,640.56

Fiscal Year 2019-20
Building Official
Salary and Benefits Calculation

Building Official		FY20
SALARY RANGE - T84		
($95,475.05 - 129,166.05)	Hourly	54.77
	Annual	$ 113,921.60
Vehicle Allowance		3,000.00
Incentive Pay		3,600.00
Benefit Allowance		16,800.00
Maximum Cash Out:		
Sick Payoff		2,190.80
Personal Leave Payoff		2,190.80
Holiday Payoff		2,190.80
Vacation Payoff		2,190.80
Total Salary Cost		146,084.80
Life Insurance		936.00
PERS Employer Cost		10,972.93
Medicare		1,874.63
Social Security		8,015.66
SUI		694.92
WC		9,112.59
Total Benefit Cost		31,606.73
Total Salary & Benefits		$ 177,691.53
Allocation:		
General Fund	100%	$ 177,691.53

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Doug Schulze, City Manager**

PREPARED BY: **Thomas Miller, Electric Utility Director**
Brandon Robinson, Associate Electrical Engineer

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution No. 2019-100, Approving a Professional Service Agreement with Webb & Associates for the Preparation of CEQA Documentation and Environmental Services for the Ivy Substation**

RECOMMENDED ACTION:

The City Council adopt Resolution:

1. Approving a Professional Service Agreement with Webb & Associates, in an amount of $46,600 with a contingency of $4,660 (10%), for a total amount not-to-exceed $51,260 for the preparation of CEQA documentation and environmental services for the Ivy Substation.

2. Authorizing the City Manager to execute the Professional Services Agreement with Webb & Associates for Fiscal Year 2019/2020 for the preparation of CEQA documentation and environmental services for the Ivy Substation.

PROJECT DESCRIPTION:

The City of Banning Electric Utility (Utility) recently purchased property located at 1581 Charles Street in the City of Banning. The property will facilitate the construction of a new step-down distribution substation which will be owned and operated by the Utility, which will officially be known as Ivy Substation. The property is located south of the Interstate 10 freeway; more specifically at the northwest intersection of Hathaway Street and Charles Street (APN: 543-090-008). The parcel is approximately 4.35 gross acres and was subdivided as part of the Banning Colony Lands subdivision. The property is currently vacant with sparse vegetation located at the southeast corner of the parcel; near Hathaway Street and Charles Street.

The Ivy Substation will consist of a 34.5 kilovolt (kV) to 12.47 kV step-down distribution transformation station. The station will support a 34.5kV overhead entrance with four (4) underground 12.47 kV "get-a-ways" rising to an interconnection with the existing overhead lines, located adjacent to the westerly Right-of-Way (R/W) of Hathaway St. The total substation capacity is no more than 40 megawatts (MW) with the project being phased to accommodate 20 MW, with the future expandability to 40 MW. Once the Ivy Substation is built, it will absorb most of the electric loads from Airport Substation. The Utility will continue to operate the existing 34.5-kV/4kV Airport Substation until all primary 4kV components have been upgraded and converted to 12-kV, at which point the Utility will retire the Airport Substation and use that site for other system distribution purposes.

The approximate substation footprint will not exceed one (1) acre is size and again will be orientated as far to the northerly portion of the subject parcel as possible to ensure compatibility and integration with the surrounding industrial land uses to the north, east, and west. The balance of the property acreage (approximately 3.35-acres) will be held in fee title ownership, by the Utility until such time that the property is developed or deemed surplus inventory. At this time, no determination has been made on the remainder of the property acreage and no project is being proposed at this time or in conjunction with the Ivy Substation development.

BACKGROUND:

In order to construct the Ivy Substation, compliance with the California Environmental Quality Act (CEQA) is required. City staff has reviewed the proposed facility, in relationship with the surrounding environmental and determined that the preparation of an Initial Study is necessary. Furthermore, the City anticipates that a Mitigated Negative Declaration (MND) is likely the appropriate document to provide the necessary environmental clearances associated with the planning, design, construction, and operation of the proposed Ivy Substation. This environmental documentation will not require compliance with the National Environmental Policy Act (NEPA) or require a unique permit issued by any state or federal agency, as the Utility is part of the Southern California Public Power Authority (SCPPA); as such, State Clearinghouse circulation is also not necessary.

The environmental Scope of Work, and proposal for environmental documentation, associated with the Ivy Substation, was transmitted to the City's qualified bench of on-call consultants on May 21, 2019, with a due date of June 13th. City staff received two proposals: Webb & Associates for $86,800 and Aspen Environmental Group for $125,208. Dudek Environmental Consulting, Inc. failed submit a proposal in a timely manner. City Staff evaluated both proposals and chose to proceed with Webb & Associates.

Subsequent from the consultants' proposal submission, City staff met with Webb & Associates' principal to discuss and refine the Scope of Work to further align the scope to the available funding and key tasks. As such, Webb & Associates agreed to provided

some refinements to the proposal, which streamlines the work effort and saves the City time and money. On July 10th, Webb & Associates provided a revised proposal for the CEQA environmental determination associated with the Ivy Substation development for an amount of $46,600.

The proposal, from Webb & Associates, was recognized by staff as the most cost effective and responsive of proposals submitted to the City for the Utility. As such, Webb & Associates was selected to implement the City's scope of work for the Ivy Substation environmental determination.

FISCAL IMPACT:

Funding for Environmental Documentation Services, in the amount not-to-exceed $51,260, will be available in Account No. 674-7000-473-96.33. The consultant will invoice the City on a monthly basis, with an itemized list of work performed, along with delivery of the specific work products.

ALTERNATIVES:

1. Adopt the Resolution.
2. Reject the proposal and re-advertise through a full Request for Proposal (RFP) procurement process.

ATTACHMENTS:

1. Resolution 2019- 100
2. Request for Proposal (RFP) Specifications
3. Submitted Proposals
4. Template Agreement

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 PROFESSIONAL SERVICE AGREEMENT CONTRACT WITH WEBB & ASSOCIATES, IN AN AMOUNT NOT TO EXCEED $51,260 FOR THE PREPARATION OF CEQA DOCUMENTATION AND ENVIRONMENTAL SERVICES FOR THE IVY SUBSTATION IN THE CITY OF BANNING FOR FISCAL YEAR 2019/2020.

WHEREAS, on May 21, 2019 staff solicited proposals from qualified companies to provide CEQA documentation and environmental services for the Ivy Substation located at APN: 543-090-008 in the City of Banning for Fiscal Year 2019/2020; and

WHEREAS, staff transmitted the Scope of Work to the City's qualified list of on-call professional environmental consultants, which is comprised of three planning firms and received two (2) proposals; and

WHEREAS, the scope of work for these services includes the preparation of an Initial Study and Mitigated Negative Declaration for construction of the Ivy Substation; and

WHEREAS, staff recommends the award of a Professional Services Agreement to Webb & Associates., in an amount not-to-exceed $51,260 for Fiscal Year 2019/2020; and

WHEREAS, funding will be available in the Banning Electric Utility accounts during Fiscal year 2019/2020 in the amount of not-to-exceed $51,260.

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-_ approving a Professional Service Agreement with Webb & Associates, in an amount not-to-exceed $51,260 for CEQA documentation and Environmental Services at the Ivy Substation site in the City of Banning for Fiscal Year 2019/2020.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Service Agreement Contract with Webb & Associates for an amount not-to-exceed $51,260.

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, ADOPTED AND APPROVED this 27th day of August, 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 No. 2019-__ was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 27th day of August 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

Exhibit "A"

Professional Services Agreement
(See Attachment No. 4)

Exhibit "B"

Submitted Proposal
(See Attachment No. 3)

ATTACHMENT 2

Request for Proposal

REQUEST FOR PROPOSAL
BANNING ELECTRIC UTILITY
IVY SUBSTATION
ENVIRONMENTAL CLEARANCE DOCUMENT

May 21, 2019

CITY OF BANNING
COMMUNITY DEVELOPMENT DEPARTMENT
ATTN: MR. ADAM B. RUSH, AICP
(951) 922-3131
arush@banningca.gov

ENVIRONMENTAL SETTING:

The City of Banning Electric Utility ("Utility") recently purchased property located at 1581 Charles Street in the City of Banning. The property will facilitate the construction of a new step-down distribution transformation station which will be owned and operated by the Utility.

The property is located south of the Interstate 10 freeway; more specifically at the northwest intersection of Hathaway Street and Charles Street (APN: 543-090-008). The parcel is approximately 4.35 gross acres and was subdivided as part of the Banning Colony Lands subdivision, parcel 64 of map book 5/186. The property is currently vacant with sparse vegetation located at the southeast corner of the parcel; near Hathaway and Charles. Otherwise, the parcel is vacant with no structures or rock outcroppings. The property enjoys a gentle slope of approximately 13-feet from the northwest to the southeast, across the 4.35-acre parcel. Frontage road improvements are absent from two, of the three streets in which the parcel is adjacent; more specifically the Hathaway, Charles, and East Westward Street Rights-of-Way have no curb, gutters, or parkways installed. The Ivy substation proposes to install both curb and gutter improvements along the westerly R/W of Hathaway St., the northerly R/W of Charles St., and the southerly R/W of East Westward Ave. The property has a General Plan Land Use Designation and Zoning classification of Industrial (I) on the City's General Plan and Zoning Maps and is surrounded by the same land use (Industrial) to the north, west, and east (across Hathaway St.) and is adjacent to Very Low Density Residential (VLDR) (0-2 DU/AC) to the south (across Charles St.).

PROJECT DESCRIPTION:

The Ivy Distribution Substation is a 34.5 kiloVolt (kV) to 12.47 kV step-down distribution transformation station. The station supports a 34.5kV overhead entrance with four (4) underground 12.47 kV "get-a-ways" rising to an interconnection with the existing overhead lines, located adjacent to the westerly Right-of-Way (R/W) of Hathaway St. The total substation capacity is no more than 40 megawatts (MW) with the project being phased to accommodate 20 MW, with future expandability up to 40 MW. The timing for this potential expansion is currently undetermined. The substation does not propose to include any transmission capacity within the current design. The facility will employ a series of security measures, including nighttime lighting to be mounted in fixed positions and surrounding the facility's perimeter; which will not exceed three (3) – 143 Watt (W) mounted fixtures. The substation will also include perimeter fencing and security cameras located to the north, east, and wester perimeter locations.

The total construction timeframe is not anticipated to exceed six (6) months; which includes the mobilization of equipment, grading, construction, and testing prior to energizing the substation facility and initiating on-line service within the city's electric utility grid.

The majority of the construction materials are currently stored at the Banning Corporate Yard, which is located at 176 East Lincoln Street, Banning, CA, 92220 and is approximately 1.2 miles from the project site. An exhibit is located herein to detail the approximate path of travel. Construction materials will be transported by fleet services with the Utility versus large-format tractor trailer operations. The construction materials will exit Lincoln St. and travel easterly to Hathaway St. (approximately 0.9 miles) then turn south onto Hathaway St. and travel for approximately 0.3 miles to the project site. The construction laydown yard will be located within the subject parcel and positioned as far to the northern portion of the parcel as possible to avoid impacts to the residential neighborhood to the south, across Charles St.

The approximate substation footprint will not exceed one (1) acre is size and again will be orientated as far to the northerly portion of the subject parcel as possible to ensure compatibility and integration with the surrounding industrial land uses to the north, east, and west. The balance of the property acreage (approximately 3.35-acres) will be held in fee title ownership, by the Utility, until such time that the property is developed or deemed surplus inventory, by the City of Banning. At this time, no determination has been made on the remainder of the property acreage and no project is being proposed at this time or in conjunction with the Ivy Substation development.

BACKGROUND:

At the April 3rd Planning Commission Public Hearing, Resolution No. 2019-06 was adopted which found the proposed Ivy Substation consistent with the City's General Plan pursuant to California Government Code Section 65402. Subsequent from this action, the Utility completed the purchase of 1581 Charles St.

In order to construct the Ivy Substation compliance with the California Environmental Quality Act (CEQA) is required. City staff has reviewed the proposed facility, in relationship with the surrounding environment, and determined that the preparation of an Initial Study is necessary. Furthermore, the City anticipates that a Mitigated Negative Declaration (MND) is likely the appropriate document to provide the necessary environmental clearance associated with the planning, design, construction, and operation of the proposed Ivy Substation. This environmental documentation will not require compliance with the National Environmental Policy Act (NEPA) or require a unique permit issued by any state or federal agency given that the Utility is part of the Southern California Public Power Authority (SCPPA). As such, State Clearinghouse circulation is considered unnecessary at this time. In order to efficiently prepare the IS/MND, the following areas of anticipated environmental review are listed as follows:

1. Cultural Resources
2. MSHCP Compliance
3. Noise Impact Analysis
4. Air Quality/Greenhouse Gas Emissions
5. Preliminary Geotechnical Report
6. Preliminary On-Site Hydrology Report
7. Preliminary Grading Layout
8. Preliminary Drainage Report

The proposed substation is a city-owned and operated facility meaning that additional approvals from either the Banning City Council or Planning Commission is not required. Once the Initial Study is prepared, City staff will coordinate the public review, notice, and distribution of the CEQA Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration (MND), for at least 20-days.

The City has prepared a series of informational plans and exhibits, which are attached herein, and provide a more detailed perspective of the subject parcel; including its relative location, the conceptual project design, grading, drainage, and construction routing.

CEQA REVIEW/PREPARATION OF THE INITIAL STUDY

The planning, design, construction, and operation of the Ivy Substation is considered a "Project" under the California Environmental Quality Act (CEQA). The Project Description is incorporated herein, along with reference exhibits for the consultant review and consideration.

TASK I. CEQA Research and Documentation:

The environmental clearance document will identify the potential environmental impacts and the need for the preparation of the technical studies and analyses, some of which will be prepared by the Utility, such as the conceptual site plan design. Technical studies and the environmental analyses, required by the City, will be authorized and administered under a contract executed by the City of Banning City Council.

The City will prepare the required CEQA notifications and post through the County of Riverside Clerk-Recorder as required for this CEQA documentation process. Lastly, the City understands the need for project coordination during the environmental analysis. In order to streamline this effort, City staff encourages the consultant to utilize online meeting platforms and teleconference to the greatest extent possible.

TASK II. Preparation of the Draft Initial Study/Mitigated Negative Declaration (IS/MND): a. **Develop the Environmental Setting**:

a. Utilizing the Project materials available and reviewed, the consultant will prepare the existing Environmental Setting for each of the issues being evaluated in the IS/MND, utilizing the technical studies, as necessary, and data gathered independently for the remaining issues.

b. **Prepare the Environmental Impact Evaluation**: The consultant will utilize the data from the Project description and Project materials to forecast potential environmental impacts resulting from the proposed Project. The impact forecast will be as specific as possible for the proposed Project and affected environment. Mitigation measures will be identified, as appropriate, for each environmental issue as required by CEQA.

c. **Prepare All Remaining IS Sections**: The CEQA mandated sections (Alternatives, Growth Inducement, Cumulative Effects, lists of contacts and persons consulted, General Plan Consistency, and sources referenced) will be prepared under this subtask. In addition, a Mitigation Monitoring and Reporting Plan (MMRP) will be developed and prepared as part of the Final Initial Study.

The Consultant will prepare the Draft Initial Study, to be reviewed and considered in conjunction with the City's development proposal, and supported by the **Desktop Technical Reports** completed, as necessary. The Draft IS/MND will serve as the City's screen check document. The following subtasks will be completed:

TASK III. Agency Processing/Public Circulation:

The City will coordinate the Responsible, Trustee Agencies, and Interested Parties that are potentially affected by the Project so as to receive input, suggestions and recommendations regarding the environmental process that should be pursued. The consultant will assist with the Response to Comments on the Screen Check Draft of the IS/MND.

TASK IV. Incorporation of Internal/External Comments & Final IS/MND:

Following the completion of the 20-day Screen Check Draft public review period, the City will collect the written comments received and distribute them to the consultant to review and response as necessary and required by the CEQA Statutes and Guidelines. The consultant will coordinate directly with City staff to ensure all public comments are recorded, itemized and responded to in a manner that preserves the integrity of the Administrative record. The comments and responses will be incorporated into the Final Initial Study and associated Appendices and Environmental Determination presented to the City Planning Commission and City Council during the applicable public hearings.

TASK VI. Deliverables:

The preparation of this Initial Study/Mitigated Negative Declaration (IS/MND) includes the following supportive materials and documents:

1. Draft IS (Three (3) hard copies to the County for review along with a Microsoft Word and PDF version for the County's records and manipulation if necessary).
2. A Final IS
3. A completed IS/MND document
4. Reference Appendix of sources utilized and public comments received.
5. The Draft and Final Mitigation, Monitoring, and Reporting Plan (MMRP)

TASK VI. Technical Studies Anticipated:

Based upon the City's review and initial project evaluation the following technical studies are anticipated to be prepared in support of the environmental document.

A. Cultural and Paleontological Records Search:

The consultant shall conduct a 1-mile radius cultural resources records search through the Eastern Information Center (EIC) located at the University of California, Riverside (UCR) to establish the status and extent of previous surveys in the Study Area, to note what types of cultural resources might be expected to occur within the Study Area. In addition, the records search will identify cultural resources listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and/or California Register of Historical Resources (CRHR) located within or near the project area. The consultant will contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands File and a list of Native American contacts. In addition, the consultant will contact the Vertebrate Paleontology section of the Western Science Center (WSC) to complete a records search and access the online database of the University of California, Museum of Paleontology.

B. MSHCP Compliance Report:

The consultant will conduct background research to help characterize the current conditions within the Project site. The research will entail a search of public databases, such as the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), the California Native Plant Society's (CNPS) online Inventory of Rare and Endangered Plants of California (Inventory), the National Wetland Inventory, the U.S. Fish and Wildlife Service's (USFWS) Critical Habitat Portal, CDFW Biogeographical Information Observation System (BIOS), and the Natural Resources Conservation Service's (NRCS) online Web Soil Survey. If there are previously prepared biological studies in the Project's vicinity, supplied by the client, the consultant will review those documents. These data will be used to develop a list of sensitive species and habitat occurrences recorded in the Project vicinity.

C. Noise Impact Analysis:

The consultant shall prepare a Noise Impact Analysis that reviews the background information and the existing conditions associated, and sensitive receptors, based upon the existing General Plan Noise Element, specifically associated with existing residential homes located south of Charles St. For additional reference, the substation will be sited within the first full acre, located at the southwest corner of Westward Ave and Hathaway St. The consultant shall identify and analyze the changes in operation noise contours associated with the realignment and incorporate these into the report.

D. Air Quality/Greenhouse Gases:

The consultant shall prepare an Air Quality/Greenhouse Gas Emissions analysis for incorporation into the environmental document. The analysis shall evaluate and quantify regional criteria pollutant and GHG emissions associated with the operation of the proposed project utilizing the CalEEmod Model. All feasible mitigation will be identified and quantified through use of the CalEEmod Model, as necessary.

NOTE: A full AQ/GHG Report is not necessary for this resource section.

E. Preliminary Geotechnical Report:

The applicant shall prepare a Preliminary Geotechnical Report based upon the available background information and data for review. The consultant will review of readily available, geologic maps and reports and aerial photographs. Evaluation and analysis of the collected data by a Professional Engineer and Certified Engineering Geologist in accordance with the standard of care provided by our industry for this type of project. Prepare a detailed report presenting our findings and conclusions for site development. Review the field and laboratory data and perform engineering analysis to develop geotechnical recommendations for the proposed improvements. The report shall be signed and stamped by a California licensed Geotechnical Engineer (GE) and Certified Engineering Geologist (CEG), and will include a site plan depicting locations of all explorations and distribution of earth materials (including any rock classifications), exploration logs, geotechnical laboratory test data in addition to the following:

- **Site Conditions**: Review and summarize the surface and subsurface geologic conditions and materials, and the engineering properties of the soils encountered during the site investigation.
- **Groundwater:** Present recommendations for addressing shallow groundwater condition during site development if these conditions are encountered during our investigation.
- **Geologic Hazards**: Discuss on a site specific level, the potential geologic hazards at the site, including expansive soils, liquefaction, lateral spreading, ground shaking and ruptures, rock fall hazard, debris flow etc.

F. Preliminary On-Site Hydrology Study:

The Consultant will provide a preliminary hydrology study for the drainage areas associated with the project property limits. The hydrology study will include analysis of the on-site 10-year/24-hour flood volumes for the existing and proposed conditions, using the ***Riverside County Rational Method and/or Unit Hydrograph Method.*** This hydrology analysis will cover on-site drainage areas associated with the project property limits, and will be used in the preliminary sizing of the on-site detention basin. The Consultant will provide one (1) hydrology map in support of the above hydrology analysis. The hydrology map will depict drainage areas, flow paths, and flow concentration points.

G. Preliminary Grading Layout:

The Consultant will prepare a Preliminary Grading Layout in support of the Sun Lakes Blvd. Circulation Element GPA. The Preliminary Grading Layout will show proposed slope and flow direction arrows, FG, FS, TC and FL spot elevations. The Preliminary Grading design will be based on the topographic survey of the site and project base map, both prepared as part of this scope of work. The Preliminary Grading Layout will include preliminary raw earthwork quantities and preliminary grading contours.

H. Preliminary Drainage Report:

A Preliminary Drainage Report for the proposed project will be prepared in support of the Project. The report will discuss the results of the On-Site Hydrology Study and the proposed on-site storm drain infrastructure design. Normal Depth hydraulic calculations for proposed on-site drain facilities and preliminary detention basin sizing calculations will be included in the report.

SUBMITTAL PROCEDURES:

The consultant will prepare the following items **(1) Cover letter; (2) Scope of Services and (3) Budget** for the professional services requested herein. The City is conducting the informal RFP process through our pre-qualified list of "on-call" environmental consultants. As such, a statement of qualifications, resumes, company overviews, and/or experience of project key players are not necessary. The consultants **shall include** a copy of the rate sheets that were approved as part of the current "on-call" contract with the City of Banning. The Project's budget shall be based upon the rates approved with the City of Banning.

Proposals are due on **Tuesday, June 4, 2019 at 5:00pm**. Late proposals will not be accepted. Hard copy proposals will not be accepted. Please email all proposals to the following:

Sandra Calderon, Project Coordinator
scalderon@banningca.gov

If you have any additional questions or need further clarification please feel free to call or email the City of Banning Community Development Director, Mr. Adam B. Rush, AICP at (951) 922-3131 or arush@banningca.gov.

Banning Electric Utility (1581 Charles St.)



1" = 167 ft	Ivy Substation Project Site	05/10/2019	

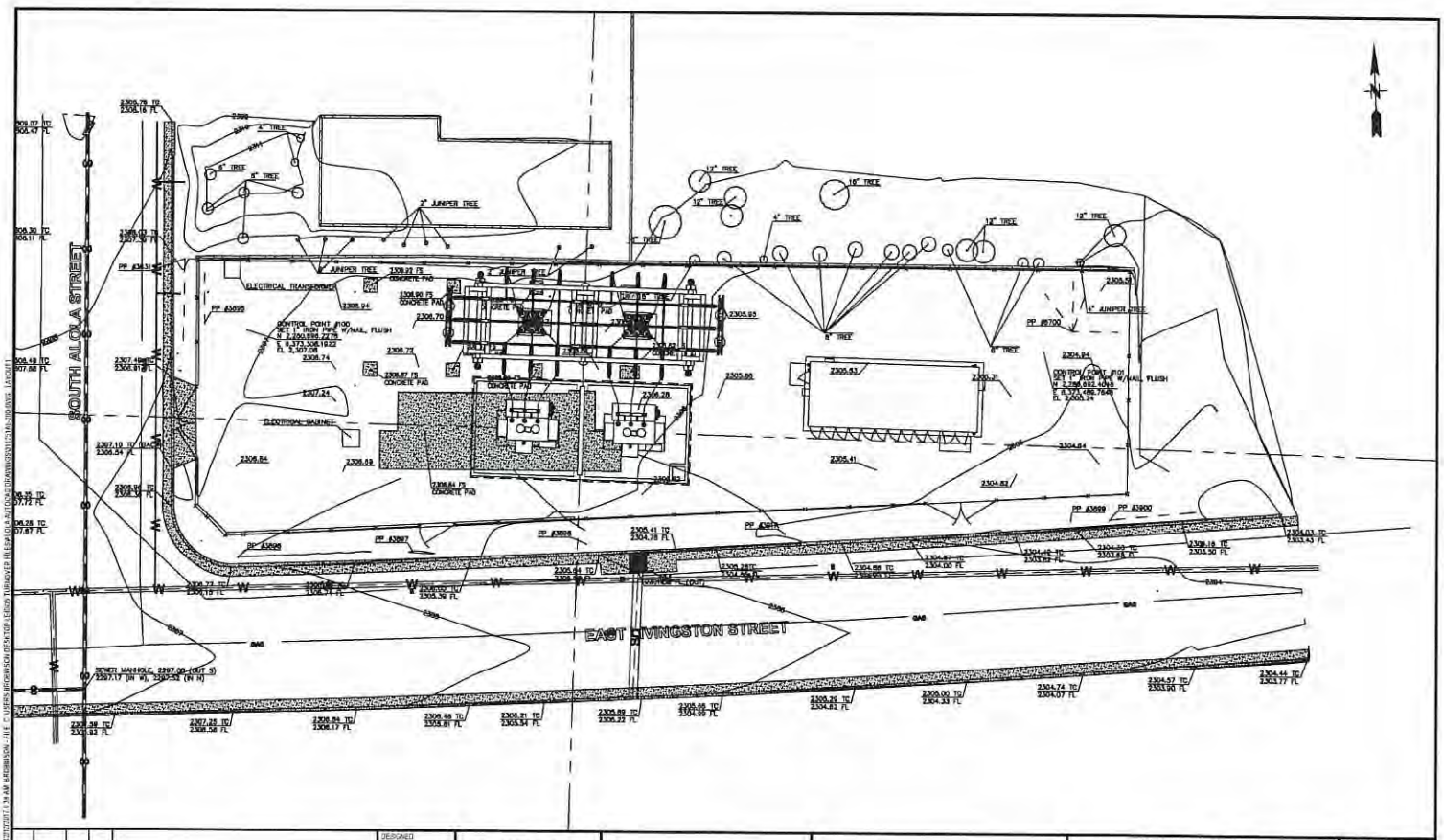
This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

Banning Electric Utility (1581 Charles St.)



1" = 167 ft	Ivy Substation - General Plan LUD	05/10/2019	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



REV	DATE	CHK'D	APP'D	REVISION DESCRIPTION
0	11.02.15			ISSUED FOR BIDS

DESIGNED RW
DRAWN RW

ISSUED FOR BIDDING ONLY. NOT FOR CONSTRUCTION

10 0 10 20 30
SCALE IN FEET

leidos
Leidos Engineering
131 Saundersville Rd., Suite 300
Hendersonville, TN 37075
(615) 431-3200

CITY OF BANNING, CALIFORNIA
ALOLA SUBSTATION
GENERAL ARRANGEMENT PLAN

PROJECT NUMBER 311251 TM 0002 0001
SHEET 1 OF 1
DRAWING NUMBER 311251AL-200.0

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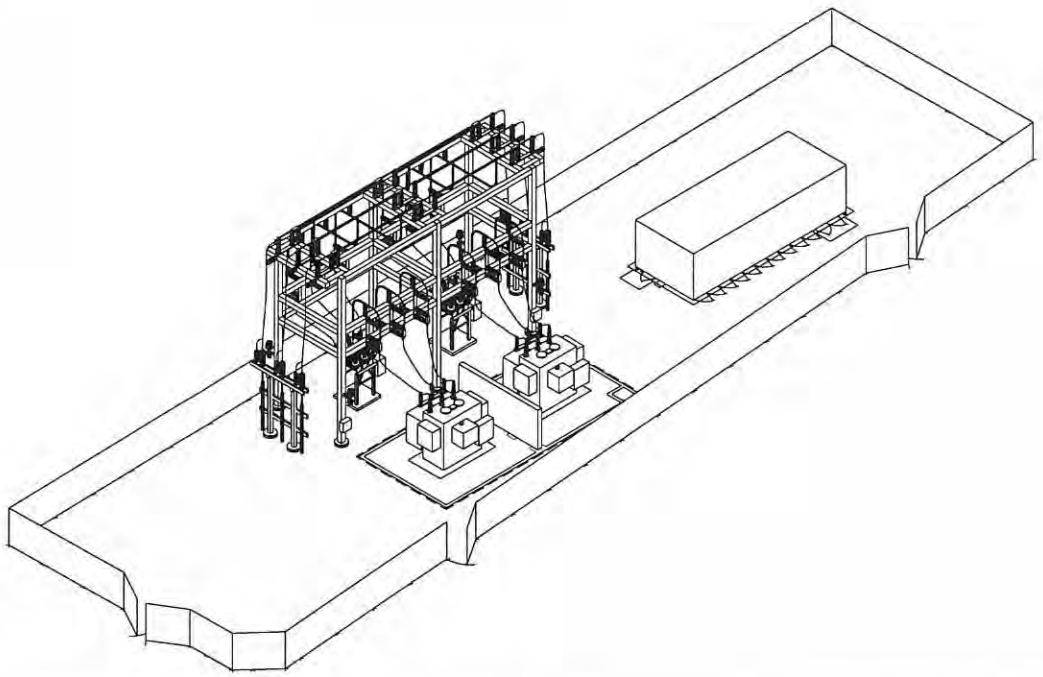

REV	DATE	CHK'D	APP'D	REVISION DESCRIPTION
0	11-02-15			ISSUED FOR BIDS

DESIGNED: RW
DRAWN: RW

ISSUED FOR BIDDING ONLY. NOT FOR CONSTRUCTION

leidos

Leidos Engineering
131 Saundersville Rd., Suite 300
Hendersonville, TN 37075
(615) 431-3200

CITY OF BANNING, CALIFORNIA
ALOLA SUBSTATION
GENERAL ARRANGEMENT PLAN

PROJECT NUMBER: 311251.TM0002.0001
SHEET: 1 OF 1
DRAWING NUMBER: 311251AL-201.0

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Google Maps

176 E Lincoln St, Banning, CA 92220 to 1581 Charles Street, Banning, CA

Drive 1.3 miles, 3 min



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CITY OF BANNING
Planning Commission Report

TO: Planning Commission

FROM: Adam Rush, Community Development Director

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: April 3, 2019

SUBJECT: **FINDINGS OF GENERAL PLAN CONFORMITY FOR REAL PROPERTY ACQUISITION OF APPROXIMATELY 4.35 ACRES OF LAND**

RECOMMENDATION:

Staff recommends that the Planning Commission:

I. Adopt Planning Commission Resolution 2019-06, finding that the proposed acquisition of 4.35 acres of real property located at the northwest corner of Hathaway Street and Charles Street in the City of Banning, California, for public electric utility infrastructure conforms with the City of Banning General Plan.

APPLICANT INFORMATION:

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

BACKGROUND:

California Government Code Section 65402 requires that a city's planning agency (i.e. Planning Commission) review and report upon whether the location, purpose, and extent of a proposed real property acquisition by the city for public purposes, conforms with the adopted General Plan or parts thereof.

The Banning City Council is considering the acquisition of 4.35 acres of vacant real property pursuant to an Agreement for Purchase and Sale and Escrow Instructions. The property is located at the northwest corner of Hathaway Street and Charles Street. The acquisition would allow for the future construction of a public electric utility substation facility.

DISCUSSION / ANALYSIS:

The Planning Commission is required to report on the conformity of the proposed real property acquisition with the Banning General Plan to the City Council within 40 days after the matter has been submitted to the Planning Commission. Staff has reviewed the proposed real property acquisition and has determined that the location, purpose, and extent of the acquisition conforms with the following applicable policies set forth in the Banning General Plan:

LAND USE ELEMENT:
The General Plan Land Use Element designates the site and surrounding properties as Industrial ("I"), which permits "public utility facilities". The Element designates the Industrial land use designation for industrial parks and freestanding industrial users. The proposed public electric utility substation facility will not alter the surrounding land use designations and is consistent with the Element.

CIRCULATION ELEMENT:
The Circulation Element identifies Hathaway Street as a Secondary Highway that runs north-south, south of I-10 and serves industrial land uses. The public electric utility substation facility would serve to reduce the impact of the existing circulation network, as a public electric substation facility would receive less traffic than traditional Industrial land uses, pursuant to the Institute of Traffic Engineers and will facilitate safe, efficient traffic circulation in the southeastern Banning area.

NATURAL RESOURCES ELEMENT:
The Natural Resources Element includes: Geology and Soils; Hydrology; Water Resources/Quality; Air Quality; Visual Impacts; and Biological Resources. Though currently vacant, the subject property has been previously disturbed. To the extent applicable, the public electric utility substation facility is subject to the Multi-Species Habitat Conservation Plan ("MSHCP").

CULTURAL RESOURCES ELEMENT:
The San Gorgonio Pass area is rich in "historical resources" dating back to AD 1000. However, with the subject property being previously developed, the proposed public electric utility substation facility is not expected to compromise earthen historical resources in the surrounding area.

RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

Adopt Planning Commission Resolution No. 2019-06:

I. Finding that the proposed acquisition of 4.35 acres of real property located at the northwest corner of Hathaway Street and Charles Street in the City of Banning, California, for a public parking facility conforms with the City of Banning's General Plan.

Prepared By:

Ted Shove
Economic Development Manager

Reviewed and Recommended By:

Adam Rush
Community Development Director

Attachments:

1. Resolution 2019-06
2. Site Map

ATTACHMENT 1

PC Resolution No. 2019-06

RESOLUTION 2019-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA, FINDING THAT THE PROPOSED ACQUISITION OF 4.35 ACRES OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF HATHAWAY STREET AND CHARLES STREET IN THE CITY OF BANNING, CALIFORNIA, FOR A PUBLIC ELECTRIC UTILITY FACILITY CONFORMS WITH THE CITY OF BANNING GENERAL PLAN

WHEREAS, California Government Code Section 65402 requires that a planning agency review and report upon whether the location, purpose, and extent of a real property acquisition for public purposes by a city is consistent with the city's adopted general plan, or parts thereof;

WHEREAS, the City of Banning, as a local agency defined under Government Code Section 65402 is considering the acquisition of 4.35 acres for improvement and use as a public electric utility substation facility pursuant to an Agreement for Purchase and Sale and Escrow Instructions;

WHEREAS, on April 3, 2019, the Planning Commission of the City of Banning considered whether the location, purpose, and extent of the proposed acquisition of approximately 4.35 acres of land for improvement and use as a public electric utility substation facility conforms with the City of Banning General Plan; and

WHEREAS, on April 3, 2019, interested persons had an opportunity to comment in support of, or opposition to, the Planning Commission's report upon whether the location, purpose, and extent of the proposed acquisition of approximately 4.35 acres of land for improvement and use as a public electric utility substation facility conforms with the City of Banning General Plan.

NOW THEREFORE, the Planning Commission of the City of Banning does hereby find, determine, and resolve as follows:

SECTION 1: The proposed acquisition of approximately 4.35 acres of land for improvement and use as a public electric utility substation facility conforms with the following applicable objectives, policies, general land uses and programs of the City of Banning General:

A. LAND USE ELEMENT: The General Plan Land Use Element designates the site and surrounding properties as Industrial ("I"), which permits "public utility facilities". The Element designates Industrial Land Use for industrial parks and freestanding industrial users. The proposed public electric utility substation facility will not alter the surrounding land use designations and is consistent with the Element.

B. CIRCULATION ELEMENT: The Circulation Element identifies Hathaway Street as a Secondary Highway that runs north-south, south of I-10 and serves industrial land uses. The public electric utility substation facility would serve to reduce the impact of the existing circulation network, as a public electric substation facility would receive less traffic than traditional Industrial Land Uses, pursuant to the Institute of Traffic Engineers Manual and will facilitate safe, efficient traffic circulation in the southeastern Banning area.

C. NATURAL RESOURCES ELEMENT: The Natural Resources Element includes: Geology and Soils; Hydrology; Water Resources/Quality; Air Quality; Visual Impacts; and Biological Resources. Though vacant, the subject property has been previously disturbed. To the extent applicable, the public electric utility substation facility would be subject to the Multi-Species Habitat Conservation Plan ("MSHCP").

D. CULTURAL RESOURCES ELEMENT: The San Gorgonio Pass area is rich in "historical resources" dating back to AD 1000. However, with the subject property being previously developed, the proposed public electric utility substation facility is not expected to compromise earthen historical resources in the surrounding area.

SECTION 2: Based on the findings made in Section 1 of this Resolution, the Planning Commission hereby determines that the proposed acquisition of approximately 4.35 acres of land for improvement and use as a public electric utility substation facility conforms with the City of Banning General Plan.

SECTION 3: The Planning Commission hereby directs the Community Development Director to forward a copy of this Resolution to the City Council by or before May 13, 2019.

PASSED, APPROVED AND ADOPTED this 3rd day of April, 2019.

_____
Eric Shaw, Chairman
Banning Planning Commission

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
Serita R. Young, Assistant City Attorney
Richards Watson & Gershon

ATTEST:

Sandra Calderon, Recording Secretary
City of Banning, California

CERTIFICATION:

I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-06 was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 3rd day of April, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Recording Secretary
City of Banning, California

ATTACHMENT 2

Site Map

1581 Charles Street



1" = 752 ft	Proposed Electric Utility Substation Facility	03/12/2019	N W E S	BANNING CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy please contact Banning staff for the most up-to-date information.

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ATTACHMENT 3

Proposals

Aspen environmental group

5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
(818) 597-3407
www.aspeneg.com

June 13, 2019

Mr. Adam Rush, AICP
City of Banning, Community Development Department
99 East Ramsey Street
Banning, CA 92220

Subject: Aspen Environmental Group's Proposal for Ivy Substation Project CEQA Environmental Services *(transmitted via Email)*

Aspen Environmental Group (Aspen) understands the complexities and issues associated with substation projects. Aspen's extraordinarily strong qualifications for supporting the City with completing CEQA for the Ivy Substation Project include:

- **Relevant City of Banning and Substation Project Experience:** Aspen prepared the IS/MND for the ***Sunset Substation and Transmission/Distribution Project within the City of Banning*** and has successfully completed two recent projects for the City under our current on-call contract. Additionally, Aspen has ***completed CEQA for over 20 substation projects within Southern California***. Aspen's extensive experience with electrical infrastructure projects under CEQA is unparalleled, making our technical knowledge of substations and environmental concerns of great benefit to the City.

- **Expert Technical Report Preparation**: Aspen and its subcontractor team is trusted by resource and regulatory agencies to prepare technical reports used to support CEQA analysis. Aspen is recognized not only for objective judgment, but also for its technical knowledge of environmental issues and in-depth working knowledge of environmental regulations and procedures. Aspen understands the complexities of these studies and their role for the CEQA document to summarize their content in simplified terms for public consumption.

- **Expert CEQA Document Preparation:** Aspen provides a proven record of effectively completing required environmental review under CEQA for agency decision making. Over 98 percent of our work efforts are for public agency clients. Aspen brings the knowledge, insight, and understanding needed to efficiently prepare environmental documents and analyses that meet our clients' needs, disclose important information to the public, and fully conform to all applicable regulatory and statutory requirements. Since our founding in 1991, we have:
  - Prepared over 200 CEQA environmental review documents predominately for energy infrastructure and planning projects.
  - Prepared 450 environmental planning, technical studies analyses, and compliance reporting documents.
  - Implemented over 100 mitigation monitoring and reporting programs.

Aspen's unparalleled experience with energy infrastructure planning and regulatory compliance makes us well-prepared to support the City with this project and look forward to the opportunity of working it.

Sincerely,

Negar Vahidi

Ms. Negar Vahidi, Planning & Public Policy Director
(310) 387-6807
nvahidi@aspeneg.com

ASPEN ENVIRONMENTAL GROUP
Proposal for City of Banning
Ivy Substation Project CEQA Consultant Services

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Proposal

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Appendices

Appendix A. Aspen Team: City of Banning On-Call Fee Schedule
Appendix B. Adkan Engineers Qualifications and Scope of Work for Ivy Substation Project

1. Scope of Work

Understanding of the Project. The City of Banning is Lead Agency under CEQA for the proposed Ivy Substation Project, which consists of constructing a new 34.5 kilovolt (kV) to 12.47 kV step-down distribution transformation station, as well as various improvements to support this infrastructure, on approximately 4.35 acres at the northwest intersection of Hathaway Street and Charles Street (APN 543-090-008). The total substation capacity is no more than 40 megawatts (MW) with the project being phased to accommodate 20 MW, with future expandability up to 40 MW. The property is currently vacant with sparse vegetation.

To assist the City in completing CEQA for the proposed project, Aspen will first prepare essential technical studies then prepare an Initial Study utilizing the most current CEQA Appendix G Initial Study Checklist Form (January 2019). The Initial Study (IS) will be used to prepare a Mitigated Negative Declaration (MND) as the expected appropriate CEQA document. Finally, Aspen will prepare the Mitigation, Monitoring, and Reporting Program (MMRP) necessary for the City to adopt the project under CEQA.

Tasks. Aspen's Approach and Scope of Work provided below enumerates four key tasks per the requirements outlined in the RFP. These tasks include the following, as described in detail below:

- Preparation of Required Technical Studies
- Preparation of a CEQA IS/MND
- Preparation of MMRP
- Project Management and Internal Meetings

Task 1: Preparation of Required Technical Studies

Prior to preparing the CEQA Initial Study, Aspen and its specialized subcontractors will prepare eight (8) stand-alone technical studies essential for supporting the Initial Study, as identified in the RFP. As part of the Aspen's on-call team for the City of Banning, Geotechnical Consultants, Inc. (GTC) provides expertise in geotechnical engineering, engineering geology, and hydrogeology, primarily for public infrastructure projects. Aspen has also enlisted Adkan Engineers, a local Riverside County Civil Engineering firm, with a 35-plus year record of client satisfaction to prepare several key technical studies. Aspen's work scope for each of these studies is described below.

Aspen Environmental Group

- Air Quality/Greenhouse Gases Technical Report. Aspen shall work the City to develop construction task input estimates (task schedules, use of off-road equipment, on-road traffic trips) that will be used in the California Emissions Estimator Model (CalEEMod) to develop the project's air pollutant and greenhouse gases emissions estimate. Additional calculations may also be completed, if determined to be necessary based on known gaps in CalEEMod, to complete the construction and operations emissions estimate. These additional calculations may include estimating the GHG emissions from gas insulated switchgear sulfur hexafluoride leaks during operation, air pollutant emissions from periodic operations and maintenance activities, and indirect GHG emissions from water use during construction. It is assumed that the project would comply with all appropriate emissions control regulations, most specifically South Coast Air Quality Management District (SCAQMD) Rule 403 fugitive dust control requirements, in the unmitigated emissions estimate case. The emissions impacts, both regional and localized impacts, will be assessed based on the unmitigated emissions calculations results. Feasible emissions mitigation will be identified, if determined to be necessary, and mitigated emission estimates will be quantified using CalEEMod. The CalEEMod output file and any additional calculations performed will then be formatted for use as an appendix to the project's IS/MND. Additionally, the CalEEMod input file and all other emissions estimate files (i.e. Excel files) in their original formats shall be provided as backup and for delivery to SCAQMD.

- Cultural and Paleontological Records Search. Aspen will consult with the California Historical Resources Information System (CHRIS), Eastern Information Center (EIC) located at the University of California, Riverside (UCR) to conduct a record search to identify known cultural resource sites and previous surveys in or near the project parcel. The search will cover the approximately 4.35-acre project area and a one-mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric sites, and listed or eligible National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) properties within the area of the record search will be identified. Copies of applicable site records and survey reports will be made as necessary. State and local historic site inventories will be reviewed to identify the presence of any listed sites in the project vicinity. In addition, Aspen's Paleontologist will contact the Vertebrate Paleontology section of the Western Science Center to complete a records search and access the online database of the University of California, Museum of Paleontology to determine the paleontological sensitivity of the project area.

  As required under CEQA, the Native American Heritage Commission (NAHC) in Sacramento will be contacted and provided with a description of the project and a request for a listing of local, interested Native American representatives. The NAHC will be asked to review their Sacred Lands file for information on traditional or cultural lands within the project area and vicinity. Aspen will contact the individuals or tribal members on the contact list via certified letter and will provide a description of the project and a project area map. Input and comment will be solicited regarding individual knowledge about sacred sites or traditional lands within the project area. Follow-up phone calls will be made as necessary. A table indicating the results of contact and comments will be prepared and inserted into the letter-format records search results report that Aspen will prepare on behalf of the project.

- MSHCP Compliance Report. Aspen biologists will prepare a MSHCP compliance report. The report will be prepared according to requirements of the Western Riverside Multispecies Habitat Conservation Plan. Prior to visiting the site, Aspen biologists will conduct a background review to determine which special-status plants and animals may be present within or near the project site. This will include a review of California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), California Native Plant Society's (CNPS) online Inventory of Rare and Endangered Plants of California, the National Wetland Inventory, the U.S. Fish and Wildlife Service's (USFWS) Critical Habitat Portal, CDFW Biogeographical Information Observation System (BIOS), and the Natural Resources Conservation Service's (NRCS) online Web Soil Survey. Following the background review, the biologists will visit the site to assess the habitat for special-status plants and animals, map vegetation within the project site, survey for special-status species, and assess the site for jurisdictional streambeds and vernal pools. An MSHCP compliance report will be prepared that will summarize the methods used, the results of the background review and the field survey and will include all applicable figures and photos.

- Noise Technical Report. The Noise Technical Report will be designed to provide information necessary to complete the IS/MND noise and vibration analysis for the project. The technical report will include a description of the adjacent sensitive receptors and applicable Municipal Code (Chapter 8.44) and General Plan Noise Element policies and performance standards. Baseline daytime noise data will be collected (between the hours of 8:00 a.m. and 5:00 p.m.) for 30 minutes at three (3) locations, assumed to be the nearest residential property lines.

  It is assumed all construction activities would occur between the hours of 7:00 a.m. and 6:00 p.m. and thus be in compliance per Municipal Code Section 8.44.090(e). Therefore, the noise technical report analysis will focus on the potential for noise generated by substation operation to exceed the performance standards identified in Municipal Code Chapter 8.44 and the General Plan. Aspen will estimate noise from the substation, calculate such noise levels at the nearest residences, comparing them against measured ambient levels and applicable Municipal Code (Chapter 8.44) and General Plan Noise Element policies and performance standards. Finally, the analysis will draft practical mitigation measures and/or best management practices necessary to reduce noise and vibration, as needed.

Assumptions

- Each technical study would be revised based on one (1) round of consolidated City comments (to ensure no conflicting comments from reviewers need resolution).
- All necessary coordination with the applicant (data needs/requests) would occur through the City Planning Department, or directly with the Utility Department if requested by Planning.
- A single site visit for biology will be completed. Aspen biologist site visit will not include a focused survey for any special-status wildlife species or for special-status plants.
- Aspen biologist site visit will not include a delineation of all jurisdictional features but will identify those feature that are likely to be jurisdictional.
- Aspen assumes all site records and reports pertaining to the project area that are identified in the cultural resource's records search will have been prepared within the last 10 years. Unless the records search results demonstrate the project area has been surveyed by a qualified archaeologist within the past 10 years, as evidenced by a competent report on file at the EIC, it would be necessary for an archaeologist meeting federal criteria under 36 CFR 61 to conduct a pedestrian archaeological survey of the project area. On behalf of the project, Aspen will conduct such a survey under a contract amendment.

Geotechnical Consultants, Inc.

- Preliminary Geotechnical Report. GTC will review available geologic maps and geotechnical reports to assess the geologic conditions at the site. Geologic and soils information will be collected from available geologic and seismic reports for the subject area. Data sources will include geologic and seismic reports and maps published by the United States Geological Survey (USGS), California Geological Survey (CGS), soil reports and data published by the National Resource Soil Conservation (NRCS), published journal articles, and other online sources. The literature review will be supplemented by an assessment of available topographic maps and aerial photographs of the area to verify geomorphic features associated with geologic hazards.

  Based on existing available geologic and geotechnical data, GTC will prepare a preliminary Geotechnical Report to provide input for the CEQA evaluation of the proposed Project site. The Preliminary Geotechnical Report will include the following:

  - Description of the geologic and seismic setting of the proposed Project site
  - Description of anticipated geologic and soil units underlying the proposed Project site
  - Description of anticipated groundwater conditions at the Proposed Project site
  - Discussion of geologic hazards (including seismic hazards) that may affect construction and operation of the proposed Ivy Substation, such as strong to severe groundshaking, fault rupture, liquefaction, slope stability, and unsuitable soil conditions.
  - Appropriate graphics to support the text

Assumptions

- Based on Addendum No. 1 (dated June 6, 2019) for RFP and the associated Questions & Answers, that the Preliminary Geotechnical Report for the proposed Project is not meant to be a construction level document, but should be appropriate and adequate to support the CEQA documents. Based on this understanding, GTC has developed a scope for the proposed Project that consists of a "desktop study" to assess the geotechnical conditions and geologic hazards at the proposed Project site.

Adkan Engineers

Located in the City of Riverside, Adkan Engineers provides construction support by addressing plan questions and provide field surveyor coordination, and as-needed plan revisions. Adkan has made available for this project highly qualified Civil Engineering and Land Surveying Staff, including Licensed Engineers (P.E.) and Licensed Land Surveyors (L.S.). With the completion of more than 7,500 projects, Adkan brings extraordinary experience to the City for completion of the tasks identified in the RFP.

Because Adkan Engineers was not part of Aspen's original on-call team for the City of Banning, their qualifications and detailed scope of work for the Ivy Substation Project are included as Appendix B to this proposal. The following provides the scope of work for their particular assignments per the RFP:

- Preliminary On-Site Hydrology Study. This report provides for the hydrology investigation to determine drainage issues concerning this project, including hydrologic studies and hydraulic calculations for determining storm water flow rate hydrographs. Storm Event hydrographs will be calculated for both, "Existing Conditions" (Historic Flow Rates) and "Proposed Conditions" (Developed Flow Rates). All Hydrology Studies will comply with the requirements of the Riverside County Flood Control and Water Conservation District (RCFCWCD) Rational Method or Unit Hydrograph Method. At a minimum the on-site 10 year – 24 hour storm events will be analyzed for the existing and proposed conditions; hydrology maps will be developed for the existing and proposed conditions for both the rational and unit hydrograph method.

- Preliminary Grading Layout. A Land Survey Crew will collect data to establish the site benchmark on a confirmed datum and basis of bearing for the site plan and site control. Topography of the project site will be used as a basis of design and will be provided to the agency and the design team in CAD format. The topography will be prepared with a contour interval of 1 foot. Development of the topography map will also include the plotting of any easements that my affect title. It is assumed the agency will provide a current title report for the plotting of existing easements. A boundary survey will also be performed to identify the limits of the property. This property has already been documented on a record of survey filed with the County Surveyor's Office, therefore another record of survey is not required unless material discrepancies are found. All field surveys will be prepared under the supervision of a California Licensed Land Surveyor. Adkan Engineers performs all Land Surveying Services "in house" utilizing the most current survey equipment and industry technology.

  A single (1) preliminary grading plan will be prepared in accordance with the conceptual site plan as approved by the agency. This provides for the preparation of the preliminary grading design for the subject site. The plan will be used for conceptual purposes only and will show proposed locations and elevations of the project. In particular the preliminary grading plan will show the proposed slope and flow direction arrows, FG, FS, TC, and FL spot elevations. The preliminary grading plan will include preliminary raw earthwork quantities and proposed contour elevations. Provisions for a Topographic Survey have been included within this proposal under a separate line item.

- Preliminary Drainage Report. A preliminary drainage report will be prepared based on the storm flows determined by the preliminary hydrology study. Basin routing calculations will also be performed to preliminary size for on-site detention basin for mitigation of the 10 year – 24 hour storm event. This basin may also include the analysis of water quality volumes in addition to the 10 year – 24 hours storm volumes should it be determined a PWQMP is required. Normal depth calculations and/or Water Surface Profile Gradient (WSPG) calculations will be performed to determine preliminary drainage facility sizes. The report will discuss the results of the preliminary hydrology study, proposed drainage facilities and basin design.

Assumptions

- The RFP did not include a request to prepare a Preliminary Water Quality Management Plan (PWQMP). For New Development a WQMP is required when creating more than 10,000 square feet of impermeable surface. Depending on the substation design, it is possible that 10,000 square feet of impervious pavements will be proposed. If it is determined the preliminary substation design will result the creation of over 10,000 square feet of impervious surface, then a PWQMP will be necessary to satisfy the development of the Environmental Clearance Documents and to satisfy the requirements of CEQA. Adkan Engineers has provided a tentative scope and cost for aa PWQMP within Appendix B of this proposal ($4,320), should it be required.

Task 2: Preparation of CEQA Initial Study/Mitigated Negative Declaration

Early consideration and development of the project description will occur to ensure issue area analyses, particularly those of the technical studies discussed under Task 1, can be completed efficiently and address all components of the proposed project. Data requests and coordination between Aspen and the City when developing the project description will ensure:

- Interdependent tasks, data collection, and analyses are accurate and make maximum appropriate use of reliable, existing information so that redundant efforts and analytical gaps are avoided; and
- Use consistent format of the analyses in various issue areas.

Once the project description is finalized and technical studies completed, utilizing the latest version of the CEQA Appendix G Checklist (as updated in January 2019), the Aspen Team will complete the Initial Study in accordance with CEQA. This Initial Study will be used to determine the type of environmental document to proceed with; however, as noted, this Scope of Work assumes an MND will be prepared for the project. Within the Initial Study analysis, Aspen will rely on City-provided information with details of facility design and construction methods. All topics will be explored in detail in the Initial Study. It is expected the proposed project may result in environmental effects for several issue areas that require mitigation to lessen or avoid impacts. As needed, Aspen will provide feasible and cost-effective mitigation measures within the Initial Study based on our recent and similar project experience.

Once the Initial Study is completed, the Mitigated Negative Declaration (MND) will summarize the proposed project, summarize impact determinations based on the findings of the Initial Study in the Mandatory Findings of Significance statement per CEQA, and present the mitigation measures recommended to ensure impacts are less than significant. The Initial Study will be attached to the MND; this document is referred to as the MND/IS. Per CEQA Sections 15072 and 15073, the City of Banning will issue a Notice of Intent (NOI) to Adopt the MND and initiate a public review period of 20-days for the MND/IS. For cost purposes, Aspen has assumed crafting responses for up to fifty (50) comments received on the MND/IS. Similar to the MMRP (refer to Task 3), responses to comments will be prepared as a stand-alone appendix or attachment to the MND/IS. Finally, consistent with CEQA Section 15075, the City will file a Notice of Determination (NOD) with the County Clerk within five working days after project approval.

Deliverables

- Administrative draft and finalized Initial Study Checklist Form with supporting analytical text narrative, including project description, and analysis for each resource area.
- Administrative draft and finalized MND/IS.
- Responses for up to 50 individual public/agency comments within multiple letters.

Assumptions

- The Initial Study will only present baseline settings and regulatory framework as necessary to complete each individual question per the CEQA Appendix G Initial Study checklist form. Therefore, each issue area discussion will not contain a stand-alone baseline settings and regulatory framework section, as this is not required under CEQA. Should the City request this as part of its standard Initial Study template, a budget modification would be required.
- The City of Banning will conduct AB 52 consultation in compliance with CEQA. Aspen's NAHC search, as described under Task 1, is critical for the City with AB 52 compliance. However, only the City can conduct direct tribal consultation under AB 52. The City will provide summary results of AB 52 consultation to Aspen for preparation of the Initial Study Tribal Resources analysis. During tribal consultation, should the City require support through the AB 52 process, Aspen can provide a highly qualified cultural resources specialist to assist the City for a minor budget modification, if requested.
- As needed to adequately complete the CEQA Initial Study, Aspen may request up to two (2) rounds of data requests to the City when preparing the Project Description and analyses sections of the Initial Study.
- Adkan Engineers will assist with development of the Project Description, as needed, supporting Aspen with information pertaining to the civil engineering related items within the Initial Study.
- GTC will prepare the Geology and Soils analysis within the Initial Study.
- Three (3) hard copies and one electronic copy (.pdf and MS Word) of the administrative draft Initial Study will be provided to the City for review
- One (1) finalized version of the Initial Study will be provided electronically (.pdf and MS Word) to the City.
- One electronic copy (.pdf and MS Word) of the administrative draft MND/IS will be provided to the City for review.

- One (1) finalized version of the IS/MND will be provided electronically (.pdf and MS Word) to the City.
- Both the administrative draft Initial Study and administrative draft MND/IS would be revised based on one (1) round of consolidated City comments each (to ensure any comment/revision conflicts have been resolved).
- Sources utilized/referenced within the IS/MND will be provided electronically (.pdf) to the City.
- The City is responsible for preparing and distributing all CEQA-related notices. These include the Notice of Intent (NOI) to adopt an MND, as required by State CEQA Guidelines Section 15072 and Notice of Decision (NOD) to be filed with the County Clerk within five (5) working days of project approval.

Task 3: Preparation of Mitigation, Monitoring, and Reporting Plan (MMRP)

It is expected the proposed project would result in environmental impacts for several issue areas requiring mitigation to lessen or avoid impacts. State CEQA Guidelines Section 15097 explains the requirements of Public Resources Code Section 21081.6(a), which requires a public agency to adopt a mitigation monitoring and reporting program (MMRP) to ensure that the mitigation measures and project revisions specified in the MND/IS are implemented. Based on the mitigation measures specified in the MND/IS, an MMRP will be prepared following the format specified by the City. The MMRP will be prepared in a tabular format, identifying the impacts requiring mitigation, mitigation measure text, required action, timing, responsible entity (for the action and tracking thereof), additional areas for comments, identification of attachments, and signatures to facilitate tracking.

Deliverables

- Finalized MMRP.

Assumptions

- One (1) administrative draft MMRP will be provided electronically (.pdf and/or MS Word) to the City for review and would be revised based on one (1) round of consolidated City comments (to ensure any comment/revision conflicts have been resolved).
- One (1) finalized version of the MMRP will be provided electronically (.pdf and MS Word) to the City.

Task 4: Management and Internal Meetings

Aspen will provide monthly invoices and progress reports to the City. We utilize a well-developed quality assurance/quality control program that includes technical review and technical editing before and during key project milestones. To ensure excellent communication protocols are established and maintained throughout the project, we propose the following:

- Bi-weekly Meetings: Aspen's Project Manager will coordinate with City staff to establish a standing bi-weekly (every two weeks) conference call to discuss project progress. The cost provided in Section 3 of this proposal assumes up to eight (8) one-hour conference calls. Aspen technical staff will participate in these meetings, as needed, based on the planned discussion topics.

Deliverables

- Monthly invoices and progress reports.
- Meeting notes.

Assumptions

- Bi-weekly meetings via teleconference are assumed to be up to 1 hour in length.
- Adkan Engineers will attend agency meetings as requested to obtain project approval and to discuss the project's intentions, status, issues and/or questions with the client's design team and local agency staff involved in the project through final approval.

2. Cost Estimate

Aspen's proposed budget of **$125,208** is based on the tasks, scope of work, and assumptions presented in Section 1 within this proposal. Exhibit 1 presents labor categories for each Aspen staff member, billing rates, and total hours by task. Exhibit 1 also provides labor cost for each of Aspen's specialized subcontractor, as well as other direct costs associated with completing each task listed in Section 1 of this proposal. Should the City request changes to the tasks/assumptions or require additional tasks, a budget modification can be prepared for the City's consideration.

Exhibit 1. Proposed Budget

Labor Category/Staff	Hourly Rate[1]	Task 1 (Prepare Technical Studies)		Task 3 (Prepare IS/MND)		Task 4 (Prepare MMRP)		Task 4 (Management and Internal Meetings)		Totals	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Aspen Environmental Group											
Senior Planner	$198.39	2	$397	6	$1,190			4	$794	12	$2,381
Senior Scientist	$164.44	32	$5,262	120	$19,733	30	$4,933	40	$6,578	222	$36,506
Senior Air Quality Engineer	$202.63	24	$4,863	20	$4,053					44	$8,916
Senior Water Specialist	$180.35			12	$2,164					12	$2,164
Senior Archaeologist	$128.37	24	$3,081	30	$3,851					54	$6,932
Biologist	$136.86	40	$5,474	16	$2,190					56	$7,664
Planner	$116.56			60	$6,994	30	$3,497	16	$1,865	106	$12,355
GIS/Graphics	$100.79	24	$2,419	32	$3,225					56	$5,644
Document Editor/Accountant	$79.57			20	$1,591					20	$1,591
Total Non-Labor Costs[2]			$1,263		$576						
ASPEN SUBTOTAL		*146*	*$22,759*	*316*	*$45,567*	*60*	*$8,430*	*60*	*$9,236*	*582*	*$84,153*
GTC											
Senior Geologist	$170.00	48	$8,160	14	$2,380					62	$10,540
Staff Geologist	$150.00	26	$3,900	2	$300					28	$4,200
Aspen Markup (10%)			$1,206		$268						$1,474
GTC SUBTOTAL		*74*	*$13,266*	*16*	*$2,948*					*90*	*$16,214*
Adkan Engineers[3]											
Labor Cost			$17,910		$1,200				$1,800		$20,910
Aspen Markup (10%)			$1,791		$120				$180		$2,091
ADKAN SUBTOTAL			*$19,701*		*$1,320*				*$1,980*		*$23,001*
TOTAL			*$55,726*		*$49,835*		*$8,430*		*$11,216*		***$125,208***

[1] Aspen hourly rates reflect an increase of 6% from original 2016 on-call contract rates (refer to Appendix A). Subcontractor hourly rates were not adjusted.
[2] Non labor costs include printing, mileage, travel, and administrative fee on other direct costs. A detailed breakdown of these costs is available upon request.
[3] Refer to Appendix B for additional information on Adkan Engineers rates and fee schedule.

A Aspen Team: City of Banning On-Call Fee Schedule

Fully Loaded Hourly Fee Schedule

Below are the fully loaded hourly fee schedules for the Aspen Team, as approved by the City of Banning in 2016. The hourly rates include fringe benefits, indirect costs and profit, and are effective for 2016. All rates are subject to a 3 percent escalation factor annually through 2018. Aspen includes a 10 percent mark-up on subconsultants and reimbursable expenses. Aspen and its subconsultants acknowledge that the City will not reimburse for mileage in the performance of work.

Aspen Environmental Group

Job Classification / Title	Fully Burdened Hourly Rate
Principal Associate	$201.00
Senior Planner	$187.00
Senior Scientist	$155.00
Senior Air Quality Engineer	$191.00
Senior Biologist	$185.00
Senior Water Specialist	$170.00
Senior GIS	$160.00
Senior Archaeologist	$121.00
Biologist	$129.00
Environmental Scientist	$115.00
Planner	$109.87
GIS/Graphics	$95.00
Document Editor/Accountant	$75.00
Administrative Personnel	$67.00
Reimbursable Expenses	**Cost**
Maps, Reproduction, Supplies, etc.	At cost

Applied Earthworks, Inc.

Job Classification / Title	Fully Burdened Hourly Rate
Vice President / Senior Archaeologist	$185.00
Principal Investigator / Senior Paleontologist	$135.00
Senior Architectural Historian / Historical Archaeologist	$122.80
Senior Archaeologist	$105.50
GIS Analyst / Associate Archaeologist	$86.70
Associate Archaeologist / Field Director	$80.00
Associate Archaeologist	$77.00
Associate Architectural Historian / Historical Archaeologist	$75.40
Associate Paleontologist	$69.20
Reimbursable Expenses	**Cost**
Trimble GPS	$90 / day
Electronic Tablet	$10 / day
Handheld GPS Device	$10 / day
Digital Camera	$10 / day
Field Vehicle Rental	Actual
Fuel for Rental	Actual

Postage, printing, etc.	Actual
Lab and Field Supplies	Actual
Expendable Safety Supplies	Actual
Lodging and Meals	Published GSA Rates
Curation Supplies	At Cost
Administrative Fee	10%

*A normal working day is considered 8 hours; any time worked in addition to the 8 hours in one day is considered overtime and will be charged at a time and one-half the regular hourly rate.

Geotechnical Consultants, Inc.

Job Classification / Title	Fully Burdened Hourly Rate
Lead Geologist	$190.00
Sr. Geologist	$170.00
Project Geologist	$150.00
Reimbursable Expenses	**Cost**
EDR Environmental Database Search	$900 to $2,500

KOA Corporation

Job Classification / Title	Fully Burdened Hourly Rate
President	$294.07
Principal Engineer I	$267.80
Principal Engineer II	$230.72
Senior Engineer I	$214.24
Senior Engineer II	$174.07
Senior Designer I	$203.43
Senior Designer II	$168.92
Senior Planner I	$203.43
Senior Planner II	$168.92
Associate Engineer I	$136.48
Associate Engineer II	$109.18
Associate Planner I	$135.96
Associate Planner II	$109.18
Associate Designer I	$109.18
Associate Designer II	$88.07
Assistant Engineer I	$109.18
Assistant Engineer II	$88.07
Assistant Planner I	$98.37
Assistant Planner II	$77.77
Assistant Designer I	$87.55
Assistant Designer II	$66.95
Technician I	$81.89
Technician II	$59.74
Administrative Assistant I	$81.89
Administrative Assistant II	$59.74
Intern	$53.56
Reimbursable Expenses	**Cost**
Reimbursable expenses will be calculated upon receipt of a specific scope of services from the City.	At cost

Terry A. Hayes Associates Inc.

Job Classification / Title	Fully Burdened Hourly Rate
Chief Executive Officer	$255.00
Senior Associate/Senior Environmental Scientist	$166.00
Senior Planner	$133.00
Environmental Scientist	$105.00
Planner	$100.00
GIS/Graphic Design Specialist	$77.00
Assistant Planner	$71.00
Administrative Assistant	$60.00

B Adkan Engineers Qualifications and Scope of Work for Ivy Substation Project

adkan
ENGINEERS

CIVIL ENGINEERING • SURVEYING • PLANNING
6879 AIRPORT DRIVE, RIVERSIDE, CA 92504
Tel: 951.688.0241 • Fax: 951.688.0599
www.adkan.com

June 11, 2019

Scott Debauche, CEP
Environmental Planning
Aspen Environmental Group
5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
Cell: 818.922.5490

Re: **Ivy Substation - Environmental Clearance Document, City of Banning**

Subject: **Your Request for Civil Engineering Services and Land Surveying Services**

Dear Mr. Debauche:

Adkan Engineers is pleased to present this statement of qualifications for the required Civil Engineering Services on the above referenced project. We have prepared a detailed outline for you to review. We have reviewed your planned outcome and believe that we are qualified to team up with you for the successful completion of this project.

Adkan Engineers is committed to making your project a success. We appreciate the opportunity to offer this proposal and look forward to working with you on this project. If you should have any questions, please do not hesitate to contact me at 951.688.0241, madkison@adkan.com

Sincerely,

adkan
ENGINEERS

Mitchell Adkison, P.E., P.L.S., Q.S.D/P.
Executive Vice President

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Information about Adkan Engineers

Over the course of our over a 34-year history, Adkan Engineers has concentrated on building a staff in a single-office location and securing a base staff of experts. This concentration of talent in one location has enabled us to work as a team to accomplish a myriad of tasks and project goals in a highly efficient manner. The senior members of our engineering staff are skilled in the ability to estimate the scope of a project, determine its time requirements, and complete projects on-time and within budget.

Adkan Engineers has a 30-plus year record of client satisfaction; we have a principal personally involved in each project from beginning to end. We also, have a strong faith in our staff and take pride in their ability to communicate effectively and expeditiously. This is something that sets us apart from other consultants: our unwavering belief in immediate response to the requests of our clients and principal involvement. Our staff is available evenings and weekends, when needed, to keep a project on schedule.

Adkan Engineers provides agencies, developers and general contractors with the highest quality product and services. Our "dedicated to client satisfaction" motto has created a 'return' client base that we are proud of. Simply put, we have the experience to provide you with exceptional Civil Engineering and land surveying services.

Beyond our client commitment we offer a versatile and experienced staff to both private and public sector clients from conceptual plans through project construction. Our Civil Engineering Division can take a project from planning entitlements and preliminary design & mapping, ultimately through to the final design stage where the project is ready for bid and construction.

Subsequently, we can provide construction support by addressing plan questions and provide field surveyor coordination, and as-needed plan revisions. Adkan's current 56-person Civil Engineering and Land Surveying Staff includes four (4) Licensed Engineers (P.E.), five (5) Licensed Land Surveyors (L.S.), nine (9) Engineers in-training (EIT), and six (6) Land Surveyors in-training (LSIT). With the completion of more than 7,500 projects look to Adkan for all of your Civil Engineering needs.

Key Personnel

Mitchell J. Adkison, P.E., P.L.S., QSD/P
Executive Vice President

Project Role:
Project Manager/Principal in Charge

Professional Registration:
Professional Civil Engineer
P.E.75731/CA
P.L.S. 8936/CA
QSD/P #132

Education:
Bachelor of Sciences, Civil Engineering, Cal Poly Pomona

Adkan Engineers: 20 Years

Mitchell J. Adkison, P.E., P.L.S

Since coming to Adkan Engineers in 1997, Mr. Adkison has gained a broad knowledge of many different aspects of both Civil Engineering and Land Surveying. Mr. Adkison's first six years with Adkan were primarily in the field of land surveying. Having started his survey career employed part-time as a chainman, he eventually advanced through the ranks to become a party chief running his own survey crew. Mr. Adkison is experienced in many aspects of the land surveying discipline including: construction staking, topography, boundary/record surveys, legal descriptions and is familiar with the use of GPS and Robotic Survey Instruments. In 2003, Mr. Adkison made the decision to transfer into the Civil Engineering Division, and received his Professional Engineering License in 2009.

Since his transfer to the Civil Engineering Division Mr. Adkison has proved himself invaluable as his experience from being in the construction field is used to prepare complete and constructible design plans. Mr. Adkison's duties at Adkan include time and task management by the design teams, including the review, quality control, and processing of infrastructure plans, grading plans, and water quality management plans. Mr. Adkison tackles each project with an enthusiastic approach, eager to take on the most difficult tasks.

Mr. Adkison, received his Professional Land Surveyor's license in 2012, making him Adkan's 'go-to' man with regards to survey field operations and civil office practice. His ability to investigate an issue and present multiple solutions in unmatched.

Some of Mr. Adkison's recent work experience includes:

- **Jurupa Avenue Extension, Riverside, CA** - This project included the Preparation of street improvement plans for Jurupa Avenue between Van Buren Boulevard and Bradford Street, including the design of under street culvert at Hole Lake. Mr. Adkison was a civil designer, responsible for plan development for the construction of the roadway, master planned multi-purpose trail, water and storm drain. The project also required close coordination with City Public Utilities, So. Cal Edison, Riverside County Flood Control & Water Conservation District, Army Corps, Cal. Dept. of Fish and Game and preparing the project initial Study. A reclaimed waterline was also designed for the project and the adjacent commercial development. The project also required construction traffic control plans and signal modifications.

- **Jones Wholesale Lumber, Riverside, CA** – Mr. Adkison is the project manager for the development of a lumber yard facility for Jones Wholesale Lumber. The project includes the design of an approximate 21,000 square foot outdoor storage yard, a two-story, 3,500 square-foot office building; surface parking lot for 16 parking spaces; new railroad spur; new underground 8000 gallon diesel storage tank; masonry block perimeter walls, water quality treatment; water efficient landscaping and irrigation; and associated site improvements.

- **US Allied Trucking Facility, Riverside, CA** - Mr. Adkison is the current project manager for the development of a storage yard for US Allied Carriers. The US Allied Carriers project includes construction of an approximately 6,000-square foot warehouse; a 2,156-square foot, two-story office building, and a 23-space parking lot. The proposed trucking facility would also include approximately two acres of gravel area that would be utilized for the storage of tractor trailers. The site is 3.0 acres located in the City of Riverside's Northside.

- **Shops at Newport, Menifee, CA** - Mr. Adkison is the Engineer of Record and is currently overseeing the construction of 10,000sf of commercial and retail use on Newport Road in the City of Menifee, CA. The project included the design of an adjacent parking lot approximately 1 ace in size. This included the entitlement and conceptual design through final engineering and commencement of construction.

Richard D. Reaves, P.E., P.L.S.,
Project Manager

Project Role:
Civil Engineer/Land Surveyor

Professional Registration:
Professional Civil Engineer
P.E. 80614/CA
P.L.S. 9386/CA

Education:
Bachelor of Sciences, Civil Engineering, Cal Poly Pomona

Adkan Engineers: 13 Years

Richard D. Reaves, P.E., P.L.S.

Mr. Reaves has proven himself over the last 12 years to be a well-rounded designer taking on any tasks necessary. Working at Adkan he has overseen all aspects of a variety of projects ranging from Street, Grading and Drainage design to hydrology, structural and hydraulic/pumping calculations.

Since Graduating in 2009, Mr. Reaves has overseen a variety of projects in Southern California that span many different clients and agencies. His overarching understanding of engineering and project requirements allows him to coordinate with all disciplines and communicate effectively to the project team. Obtaining his Professional Land Surveyor's License in 2017 has only broadened Mr. Reaves' understanding of project constraints and processing needs.

Some of Mr. Reaves' recent work experience includes:

- **Northgate Mixed Use Village, Riverside, CA** - Mr. Reaves was the Project Manager that oversaw the new classroom construction and site modernization of Muir ES, Verdugo-Woodlands ES, RD White ES and Glendale HS. In addition and general precise grading and SUSMP, site requirements were to upgrade an aging infrastructure and incorporate the latest ADA code requirements.

- **San Bernardino International Airport Sheriff Aviation Facility, San Bernardino, CA** – Mr. Reaves was the Project Manager that oversaw the Design and Construction of the San Bernardino Sheriff Aviation Facility. This included 11,647sf of Admin Space, 50,872 of Hangar Space as well as parking and general aviation maneuvering space within the Airport Operation Area. In addition to the standard obstacles, Mr. Reaves faced head-on the challenges of addressing fire supply for a foam suppression system as well as coordination with concurrent aviation projects flanking the project site.

- **Newport Towne Square, Menifee, CA** – While currently designing phase 2, Mr. Reaves was the Project manager of the first phase of the commercial/retail development in the desirable Newport Road retail corridor from conception through entitlements and construction.

- **Washington Park Phase 2, La Quinta, CA** – Mr. Reaves took over the construction of the 40,000 sf Cinemark Theater as well as the supporting infrastructure of sewer and water as well as the 650+ parking area inclusive of 3 future building pads. The project also was vetted by the Coachella Valley Water District including 100% retention and infiltration of the 100-year storm event.

Michael R. Brendecke, P.E., L.S.
Project Manager

Project Role:
Civil Engineer/Land Surveyor

Professional Registration:
Professional Civil Engineer
P.E. 83363/CA
Licensed Surveyor
P.L.S. 9299/CA

Education:
Bachelor of Sciences, Civil Engineering, Cal Poly Pomona

Adkan Engineers: 7 Years

Michael R. Brendecke, P.E., P.L.S

During his time at Adkan Engineers, Mr. Brendecke continues to take on additional responsibility and challenges. He worked his way up to a Project Manager position and currently oversees a four-man engineering team and a two-man office survey division. In addition to these teams, he is on the project management group for a large subdivisions team. During his time at Adkan, Mr. Brendecke has developed a myriad of skill sets, including government agency collaboration, land planning, land development, drainage design, construction support and preparing and responding to RFI's. On the survey side, Mr. Brendecke has developed his technical skill sets in construction staking support in the field and in the office preparing legal descriptions, addressing boundary discrepancies preparing boundary descriptions and final maps.

Some of Mr. Brendecke's recent work experience includes:

- **LAWA Central Terminal Area Improvements, Los Angeles, CA** – Mr Brendeckes was the Project Engineer for Adkans Role in the Central Terminal Area Improvments at LAX. This project involved creating a 3 dimensional model of all above ground and below ground facilities in the location of the proposed terminal addition. During his role on this project, Mr. Brendecke collaborated closely with the the owner, LAWA, the client, Turner construction and some of the design team at Kimley-Horn. Adkan worked through the web of different horizontal and vertical datums previously in use at LAX to convert the previous construction drawings and site control to a single datum. Adkan used exisitng as built and construction drawings to create an exensvie below ground pipe network of storm drain, sewer, water and electrical facilities. These were all confirmed with a combination of field survey, ground penetrating radar, potholing and field measurents. Adkan simultaneously created an above ground surface using data collected from convention GPS and Total Station survey equipement and with Laser Scanning technology to capture buildings and large surfaces. Field data was transferred into autocad then converted for use in several platforms including revit and VEO where they could be combined with the project design tunnels and infrastructure. Mr Brendecke has also helped the client, Turner construction on other projects in this location, including obtaining FAA Part 77 Clearance. Mr Brendecke has also obtained clearance on other projects in the City of Riverside for Part 77 as a part of the Airport Land Use Commision collaboration for project approvals within a Riverside Airport Sphere of Influence.

- **UTC Aerospace Systems, Paving Project, Riverside, CA** – Mr. Brendecke is the project manager for the paving addition that is proposed at the UTC site in Riverside. He is working closely with the site's environmental team, owner and numerous consultants to ensure a seamless integration occurs through design and construction. The proposed project constraints include ensuring there is not a disruption to site production and incorporating site environmental needs. Mr. Brendecke has managed the Health and Safety and training requirements for his team and for his consultants, ensuring everyone is adequately trained, has the appropriate background screening and is safe and able to work on the day they appear for the project, including Landscape Architects, Geotechnical Engineers, Drilling Crews and Rigs, Ground Penetrating Radar crews, field surveyors and office engineers. He has also managed his consultants time and expenses for the projects and daily inspection and field logs as required by UTC.

- **Riverside Harley Davidson Expansion and Warehouse** – Mr. Brendecke is currently providing the Project Manager and Civil Engineer for Riverside Harley Davidson to expand their main dealership to keep up with sales. The Riverside location in the past has been the number one selling Harley Davidson Dealership in the world. This project also includes the development of a second satellite facility approximately 3.8 acres which includes a 19,000SF warehouse facility for storage of extra inventory with an overflow parking lot for employees.

Professional Licenses



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO CA 95833 2944
916 263 2222

CERTIFICATE NO. C 75731 — CIVIL ENGINEER — EXPIRATION 06/30/18

MITCHELL JAY ADKISON
6879 AIRPORT DR
RIVERSIDE CA 92504

Signature _____ RECEIPT NO. 00725828

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222

LICENSE NO. L 8936 — LAND SURVEYOR — EXPIRATION 09/30/18

MITCHELL JAY ADKISON
6879 AIRPORT DRIVE
RIVERSIDE CA 92504

Signature _____ RECEIPT NO. 62290039

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222

CERTIFICATE NO. C 83363 — CIVIL ENGINEER — EXPIRATION 03/31/19

MICHAEL ROBERT BRENDECKE
5631 ROYAL HILL
RIVERSIDE CA 92506

Signature _____ RECEIPT NO. 70470117

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222

LICENSE NO. L 9299 — LAND SURVEYOR — EXPIRATION 09/30/18

MICHAEL ROBERT BRENDECKE
5631 ROYAL HILL
RIVERSIDE CA 92506

Signature _____ RECEIPT NO. 62290041

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222

CERTIFICATE NO C 80614 — CIVIL ENGINEER — EXPIRATION 03/31/19

RICHARD DAIL REAVES
6879 AIRPORT DRIVE
RIVERSIDE CA 92504

Signature _____ RECEIPT NO. 70470125

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
916 263-2222

LICENSE NO L 9386 — LAND SURVEYOR — EXPIRATIO 09/30/17

RICHARD DAIL REAVES
6879 AIRPORT DRIVE
RIVERSIDE CA 92504

Signature _____ RECEIPT NO. 00576791

Relevant Projects and References

Jurupa Avenue Extension, Riverside, CA - This project included the Preparation of street improvement plans for Jurupa Avenue between Van Buren Boulevard and Bradford Street, including the design of under street culvert at Hole Lake with a capacity of 5000CFS. The project also required close coordination with City Public Utilities, So. Cal Edison, Riverside County Flood Control & Water Conservation District, Army Corps, Cal. Dept. of Fish and Game and preparing the project initial Study. A reclaimed waterline was also designed for the project and the adjacent commercial development. The project also required construction traffic control plans and signal modifications.

Contact: Ed Lara, Engineering Manager, City of Riverside Public Works Department, (951)826-2337

Northgate Mixed Use Village, Riverside, CA - The Adkan Engineers Team is working with AFG Development on the Entitlement and Construction of The North Gate Mixed Use center at the northwest corner of the 215 and 60 freeways. The 35.6 AC project includes 482 apartments, 48,500 sf or retail/restaurants and 2 hotels. While there are many obstacles, the notable difficulties include the coordination with the California State Department of Transportation, grading and retaining walls on a complex site, phased public sewer/water design and easement coordination, roundabout design and the enclosure of roughly 1000 linear feet of Riverside County Flood Control Channel.

Contact: Jim Guthrie, Managing Partner, AFG Development, (951) 334 9003

US Allied Carriers, Riverside, CA - The US Allied Carriers project includes construction of an approximately 6,000-square foot warehouse; a 2,156-square foot, two-story office building, and a 23-space parking lot. The proposed trucking facility would also include approximately two acres of gravel area that would be utilized for the storage of tractor trailers. The site is 3.0 acres located in the City of Riverside's Northside, Adkan Engineers is currently providing all Land Surveying and Civil Engineering Services associated with the development of the project.

Contact: Manny Castro, Owner, US Allied Carriers, (323) 214 2247

UTC Aerospace Systems, Paving Project, Riverside, CA - Adkan Engineers is currently working with United Technologies Aerospace Systems in modernizing and upgrading their facility in Riverside, California. This includes the additional of pavement areas for storing equipment and parking. This also includes the incorporation of water quality treatment per the State Water Quality Control Board requirements. Adkan Engineers has also managed the Health and Safety and training requirements for the team and consultants, ensuring everyone is adequately trained, has the appropriate background screening and is safe and able to work on the day they appear for the project, including Landscape Architects, Geotechnical Engineers, Drilling Crews and Rigs, Ground Penetrating Radar crews, field surveyors and office engineers.

Contact: Ron Thompson, Environment, Health and Safety, UTC Aerospace Systems, (951) 351-5840

Riverside Harley Davidson Expansion and Warehouse Project - Adkan Engineers is currently providing Civil Engineering and Land Surveying services associated with Riverside Harley Davidson to expand their main dealership to keep up with sales. The Riverside location in the past has been the number one selling Harley Davidson Dealership in the world. This project also includes the development of a second satellite facility approximately 3.8 acres which includes a 19,000SF warehouse facility for storage of extra inventory with an overflow parking lot for employees.

Contact: Glen Espinoza, Director of Operations, Harley Davidson Riverside, (951) 785-0100

San Bernardino Sheriff Aviation Facility, San Bernardino, CA – Adkan Engineers is the Engineer of Record that oversaw the Design and Construction of the San Bernardino Sheriff Aviation Facility located within the San Bernardino International Airport. This included 11,647sf of Admin Space, 50,872 of Hangar Space as well as parking and general aviation maneuvering space within the Airport Operation Area. In addition to the standard obstacles, Adkan Engineers faced head-on the challenges of addressing fire supply for a foam suppression system as well as coordination with concurrent aviation projects flanking the project site.

Contact: Thomas Riggle, President, TR Design Group, (951-742-7179)

Newport Towne Square, Phase 1, Menifee, CA – Adkan Engineers was selected by Grant General Contractors for a "Design Build" project to provide Civil Engineering and Land Surveying Services associated with commercial/retail development known as Newport Towne Square located within the City of Menifee, CA. The project include the design of an Applebee's, Five Guys Burgers, and Jersey Mikes totaling 12,197 square feet of retail restaurant space. Civil Engineering services include conceptual and entitlement approvals, construction document preparation included widening for Newport Road for a bus stop, Water Quality Management, and construction support services.

Contact: Jim Grant, President, Grant General Contractors, (760-438-7500)

Newport Towne Square, Phase 2, Menifee, CA – Adkan Engineers continued on as Civil Engineer and Land Surveyor for Newport Towne Square Phase 2 which included the design of a commercial and retail development anchored by 29,536 square foot Smart and Final, 17,000 square foot retail pad, and 8,700 square foot Restaurant. This project has currently been entitled and Adkan Engineers is preparing construction documents for submittal to the City of Menifee.

Contact: Greg Lukosky, Vice President of Development, Peninsula Retail Partners, (949-723-9500)

Insurance

Adkan Engineers carries a continuous $4,000,000.00 Umbrella Insurance Policy with a Commercial General Liability Policy of $2,000,000.00 per occurrence.

Adkan Engineers also carries Errors and Omissions Insurance of up to $2,000,000.00 per occurrence.

Please see the following page for a copy of insurance coverage.

ADKIENG-01 DSTEELE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. P. O. Box 5345 Riverside, CA 92517	CONTACT NAME: Irene McCleary PHONE (A/C, No, Ext): (951) 779-8532 FAX (A/C, No): E-MAIL ADDRESS: irene.mccleary@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : The Travelers Indemnity Company of Connecticut — 25682
INSURED Adkison Engineers, Inc. dba: Adkan Engineers 6879 Airport Drive Riverside, CA 92504	INSURER B : Travelers Property Casualty Company of America — 25674
	INSURER C : Arch Insurance Company — 11150
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			630-0146P625-TCT-17	09/29/2017	09/29/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			810-0146P625-TCT-17	09/29/2017	09/29/2018	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR							
	EXCESS LIAB CLAIMS-MADE			CUP-9J200139-17-43	09/29/2017	09/29/2018	EACH OCCURRENCE	$ 4,000,000
	DED RETENTION $						AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A		UB-5J822484-17-43	09/29/2017	09/29/2018	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liab Ded$50,000			PAAEP0032100	09/29/2017	09/29/2018	Each Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Informational Purposes Only.

CERTIFICATE HOLDER	CANCELLATION
*For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Project Understanding

This proposal is being submitted by Adkan Engineers for the Civil Engineering and Land Surveying Services necessary for the development of the Ivy Substation Environmental Clearance Documents.

Based on our experience working in the City of Banning and review of the Request for Proposal (RFP), multiple items are required within the Civil Engineering and Land Surveying disciplines as a part the entitlement phase. As discussed within the RFP, the tasks requested as they relate to Civil Engineering and Land Surveying scope will be provided at a level of detail necessary to support the initial study and CEQ determination. This level of detail is commonly referred to as entitlement level documents. It is our understanding the documents and plans developed as a part of this proposal are preliminary and not for construction purposes.

The services provided are broken down below, and described in detail within the Compensation and Scope of Services section of this proposal.

- Preliminary Design (Entitlement Level Engineering)
    - Topographic and Boundary Survey
    - Preliminary On-Site Hydrology Study
        - Preliminary Water Quality Management Plan*
    - Preliminary Grading Layout
    - Preliminary Drainage Report
    - Meetings and Coordination

Notes:

*It should be noted that the RFP did not include a request to prepare a Preliminary Water Quality Management Plan (PWQMP). For New Development a WQMP is required when creating more than 10,000 square feet of impermeable surface. Depending on the substation design, it is likely that 10,000 square feet of impervious pavements will be proposed. A provision has been included within this proposal for the development of a PWQMP. If it is determined the preliminary substation design will result the creation of over 10,000 square feet of impervious surface, then a PWQMP will be necessary to satisfy the development of the Environmental Clearance Documents and to satisfy the requirements of CEQA.

Compensation and Scope of Services

Preliminary Design Scope – Ivy Substation

Topography/Boundary/Easement Plotting — $ 5,820.00

A Land Survey Crew will collect data to establish the site benchmark on a confirmed datum and basis of bearing for the site plan and site control. Topography of the project site will be used as a basis of design and will be provided to the agency and the design team in CAD format. The topography will be prepared with a contour interval of 1 foot. Development of the topography map will also include the plotting of any easements that my affect title. It is assumed the agency will provide a current title report for the plotting of existing easements. A boundary survey will also be performed to identify the limits of the property. This property has already been documented on a record of survey filed with the County Surveyor's Office, therefore another record of survey is not required unless material discrepancies are found. All field surveys will be prepared under the supervision of a California Licensed Land Surveyor. Adkan Engineers performs all Land Surveying Services "in house" utilizing the most current survey equipment and industry technology.

Preliminary On-Site Hydrology Study — $3,260.00

This category provides for the hydrology investigation to determine drainage issues concerning this project, including hydrologic studies and hydraulic calculations for determining storm water flow rate hydrographs. Storm Event hydrographs will be calculated for both, "Existing Conditions" (Historic Flow Rates) and "Proposed Conditions" (Developed Flow Rates). All Hydrology Studies will comply with the requirements of the Riverside County Flood Control and Water Conservation District (RCFCWCD) Rational Method or Unit Hydrograph Method. At a minimum the on-site 10 year – 24 hour storm events will be analyzed for the existing and proposed conditions, hydrology maps will be developed for the existing and proposed conditions for both the rational and unit hydrograph method.

Conceptual Grading and Drainage Plan — $5,410.00

A single (1) preliminary grading plan will be prepared in accordance with the conceptual site plan as approved by the agency. This provides for the preparation of the preliminary grading design for the subject site. The plan will be used for conceptual purposes only and will show proposed locations and elevations of the project. In particular the preliminary grading plan will show the proposed slope and flow direction arrows, FG, FS, TC, and FL spot elevations. The preliminary grading plan will include preliminary raw earthwork quantities and proposed contour elevations. Provisions for a Topographic Survey have been included within this proposal under a separate line item.

Preliminary Drainage Report (Hydraulics) $3,420.00

A preliminary drainage report will be prepared based on the storm flows determined by the preliminary hydrology study. Basin routing calculations will also be performed to preliminary size a on-site detention basin for mitigation of the 10 year – 24 hour storm event. This basin may also include the analysis of water quality volumes in addition to the 10 year – 24 hours storm volumes should it be determined a PWQMP is required. Normal depth calculations and/or Water Surface Profile Gradient (WSPG) calculations will be performed to determine preliminary drainage facility sizes. The report will discuss the results of the preliminary hydrology study, proposed drainage facilities and basin design.

Initial Study Support $1,200.00

This category includes the support necessary to provide the environmental consultant with information pertaining to the civil related items within the Initial Study used to file a Notice of Determination with the State in compliance with CEQA.

Agency/Client Meetings $1,800.00

This provides for meetings to discuss the project's intentions, status, issues and/or questions with the client's design team and local agency staff involved in the project through final approval. Adkan will attend agency meetings as requested to obtain project approval. **The cost for this category is based on projects of similar size and is for budget purposes. Any time that extends beyond the allowed hours for this category will be billed as an extra at our current rates. This category allows for twelve (12) hours of meeting time with a Project Manager.**

Preliminary Design Scope Total $20,910.00

Preliminary Water Quality Management Plan (If Required) $ 4,320.00

This provides for the preparation of a Preliminary Water Quality Management Plan per the specifications as dictated by the local agency. The following items shall be addressed in the WQMP;

1. The mitigation of incremental peak flow of storm water runoff, unless the flows outlet into an approved MS4 drainage facility.
2. The WQMP incorporates site control BMP's, source control BMP's and treatment BMP's.
3. Operation and maintenance requirements for all source control and treatment BMP's shall be identified.

This category also includes the necessary hydrology calculations to adequately size all BMP devices. **A geotechnical report outlining the infiltration rates will need to be provided by the client prior to commencement of design. A PWQMP is only required if the preliminary site plan creates over 10,000 square feet of impervious surface.**

Adkan Engineers Billing Rates

Schedule of Hourly Billing Rates

Effective October 1, 2018 to September 30, 2019

ENGINEERING SERVICES

Principal in Charge	$190.00/hr
Senior Project Manager	170.00/hr
Project Manager	150.00/hr
Senior Engineer	140.00/hr
Associate Engineer	130.00/hr
Staff Engineer	125.00/hr
Senior Civil Designer	120.00/hr
Associate Civil Designer	115.00/hr
Civil Designer	110.00/hr
Civil Drafter II	105.00/hr
Civil Drafter I	100.00/hr
Engineering Technician II	95.00/hr
Engineering Technician I	90.00/hr
Engineering Aide	80.00/hr

REIMBURSABLE ITEMS

Clerical/Administrative/Courier	$60.00/hr
Xerox Originals	4.00/sheet
Xerox Copies	2.00/sheet
Vellums	6.00/sheet
Mylars	20.00/sheet
Color Plot	24.00/sheet
Travel/Subsistence	
(Per Diem-Per Man)	$150.00
Vehicle Use (Per Mile)	0.57
Other Expenses - including Special Consultants, Agency Fees, Outside Blueprints, Outside Delivery Service, etc.	Cost + 15%
Expert Witness or Litigation Consultation (4-hour min.)	$300.00/hr

SURVEYING SERVICES

Principal in Charge	$190.00/hr
Land Surveyor/Chief of Parties	170.00/hr
Senior Office Surveyor/Supervisor	150.00/hr
Office Surveyor/Supervisor	130.00/hr
Survey Project Mapper	115.00/hr
Survey Drafter	100.00/hr
Survey Technician	90.00/hr
Survey Aide	80.00/hr
*One Man Survey Crew	205.00/hr
*Two Man Survey Crew	285.00/hr
*Three Man Survey Crew	365.00/hr

*Survey Crews are billed out at 2 hour increments with a minimum charge of 4 hours.

PLANNING SERVICES

Principal Planner	$170.00/hr
Senior Planner	150.00/hr
Associate Planner	130.00/hr
Staff Planner	110.00/hr
Planning Drafter	100.00/hr
Planning Technician	90.00/hr
Planning Aide	80.00/hr

STORM WATER/SWPPP SERVICES

Senior Storm Water Engineer	$140.00/hr
Storm Water Engineer	130.00/hr
Qualified SWPPP Developer (QSD)	120.00/hr
Storm Water Designer	110.00/hr
Qualified SWPPP Practitioner (QSP)	100.00/hr
Storm Water Technician	90.00/hr
Storm Water Aide	80.00/hr
Lab Sampling	Cost + 15%

Special Conditions on following Page

Billing Rates (cont.)

Schedule of Hourly Billing Rates

Effective October 1, 2018 to September 30, 2019

The following "Special Conditions" are to be considered a part of the "Provisions of Agreement" stated in the Agreement between Client and Consultant (contract).

1. Invoices are due and payable upon receipt. There will be a charge of 1% per month on any unpaid balances after 30 days of invoice date. Should the payment of invoices be in excess of 30 days, this office reserves the right to bill all overdue and future work on an hourly basis at our current rates and the fixed fee dollar amount shall become null & void.
2. Agency and client meetings, appeals, lobbying, processing, pick-up and deliveries by us and all other charges not specifically covered by the final contractual agreement will be billed as a reimbursable expense on a time and material basis.
3. Any and all modifications to the plans that are required as a result of local agency, client or title company review and are not due to omissions by the consultant are beyond the scope of this proposal, the client will be notified & billed on a "Time and Materials" Work Order or other negotiated basis.
4. Any and all projects which the client desires consultant to begin work on prior to the receipt of the final conditions of approval, will be subject to review and re-negotiation of fee schedule for any and all services that are required to comply with said conditions of approval.
5. All construction staking contracts shall be based upon final signed construction documents. All proposals based upon preliminary drawings are subject to review and adjustment upon receipt of approved plans.
6. Boundary surveys shall be performed on a "Time and Materials" basis unless otherwise stated in proposal. Unusual and/or unforeseen field circumstances will result in additional costs.
7. Field modifications to the plans may result in additional charges for survey services. In any case, the cost for those modifications shall be the responsibility of the client.
8. If any legal action needs to be taken to interpret the provisions of this agreement or to collect on any unpaid balances, the client agrees to pay all reasonable legal fees and costs of collection to the extent permitted by California law. Client agrees such payments shall be made immediately following entry of judgment.
9. Note that use and reliance of existing monuments of record are a requirement of a property survey. If monuments of record do not exist in the field, property surveys may be subject to additional costs to be borne by the Client.
10. Client understands that these rates are subject to change in accordance with organized labor wage increases.
11. This proposal does not include a Boundary Survey, the filing of a Record of Survey or the filing of Corner Records or the setting or preservations of Survey Monuments or any part of a contract specification that requires or gives a procedure of such items, unless it is specifically outlined as an item within the scope of services outlined hereon.
12. All hourly rates are based on general insurance limits of $2,000,000 Commercial General Liability, $1,000,000 Automobile Liability, $4,000,000 Umbrella Liability and $1,000,000 Workers Compensation Liability. Any projects requiring excess limits will be subject to increases in hourly rates.

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office
41-990 Cook St., Bldg. I - #801B
Palm Desert, CA 92211
951.686.1070

Murrieta Office
41391 Kalmia Street #320
Murrieta, CA 92562
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June 12, 2019

Adam Rush, AICP
Community Development Director
City of Banning

Proposal transmitted via email to scalderon@banningca.gov

RE: Proposal for Environmental Services for the City of Banning Electric Utility Ivy Substation

Dear Adam:

Albert A. Webb Associates (WEBB) is pleased to provide you with this proposal for Environmental Services related to the proposed Banning Electric Utility Ivy Substation located at 1581 Charles Street in the City of Banning, California. Enclosed you will find our Project Understanding (Exhibit "1"), Scope of Services (Exhibit "2"), and Compensation for Services (Exhibit "3") for your review and consideration.

We appreciate this opportunity to be of continued service to the City of Banning and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Stephanie N. Standerfer
Vice President

EXHIBIT "1" PROJECT UNDERSTANDING

We understand the City of Banning (City) is proposing to construct a new Ivy Substation on approximately 4.35 gross acres located at 1581 Charles Street, on the northwest intersection of Hathaway Street and Charles Street (Assessor's Parcel Number 543-090-008) in the City of Banning. The substation use is consistent with the City's General Plan land use and Zoning designation of Industrial. We understand that the proposed Ivy Substation would be located on approximately 1 to 1.5 acres of the project site as depicted on **Figure 1 – Proposed Ivy Substation Location** below and will be oriented as far to the northerly portion of the subject parcel as possible to ensure compatibility and integration with the surrounding industrial land uses. The remainder of the 4.35-gross-acre site not used for the substation will be left undeveloped and undisturbed.

We understand that the Ivy Substation is proposed to be a 34.5 kiloVolt (kV) to 12.47 kV step-down distribution transformation station. The substation would support a 34.5 kV overhead entrance with four underground 12.47 kV "get-a-ways" rising to an interconnection with the existing overhead lines, located adjacent to the westerly right-of-way (ROW) of Hathaway Street. We understand that the total substation capacity will be no more than 40 megawatts (MW) with the project being phased to accommodate 20 MW, with future expandability up to 40 MW. Perimeter fencing, security cameras, and nighttime lighting will be installed.

The purpose of this scope of work is to provide the City with the necessary CEQA documentation in order to approve the construction of the Ivy Substation. The City Electric Utility is the owner of the site and will be the operator of the Ivy Substation. Construction of the substation will also include improvements (i.e., curb, gutter, parkways) along the westerly ROW of Hathaway Street, the northerly ROW of Charles Street and the southerly ROW of East Westward Avenue.



Figure 1 – Proposed Ivy Substation Location

EXHIBIT "2" SCOPE OF SERVICES

Task 1: CEQA Research and Documentation

WEBB will draft a detailed project description based on the site plans provided by the City.

The technical analyses prepared under Task 6 will be utilized in the Initial Study to be prepared under Task 2 below. Additional technical information not outlined below will be supplied by the City. Coordination with City Staff will be ongoing throughout the CEQA process and we will strive to use conference calls/online meetings and email for the main method of communication to keep costs down. We understand that the City will conduct all the required distribution for public review, and noticing with the County Clerk and local newspaper(s) and therefore is not included in this scope and budget.

Task 2: Preparation of Draft Initial Study/Mitigated Negative Declaration

Using the City's preferred Initial Study/Mitigated Negative Declaration (IS/MND) format, WEBB will prepare an IS with explanatory text for all topical issue areas, in compliance with the requirements of CEQA, the Updated 2019 *CEQA Guidelines*, and the City's procedures for implementing CEQA. The IS/MND will include an Environmental Setting description for each issue area.

The technical analyses outlined in Task 6 below will be used to evaluate potential impacts associated with the Ivy Substation. Data gathered independently for the remaining environmental topics will be used for the IS/MND analysis. We have included one round of minor revisions to the IS/MND as a result of one consolidated Word document comments in tracked changes or embedded comment bubbles from City staff only. This task includes preparing the document for public review by doing final formatting and compiling the relevant technical appendices for the City. We have assumed that the City will provide a summary of the Assembly Bill 52 (AB 52) consultation efforts between the City and relevant tribes to WEBB for inclusion in the MND. We have not included circulation and posting of the Notice of Intent (NOI) in our Scope of Work and costs; per the RFP, we assume the City will conduct all the required noticing and provide the CEQA filing fees.

Task 3: Agency Processing/Public Circulation

The City will prepare the distribution list to be used for the public review of the IS/MND and the City will conduct all the required production, circulation, and noticing to any agencies/entities affected by or having jurisdiction over the project.

This task will include time for WEBB to review all the public comments received on the IS/MND during the 20-day public review period. WEBB will prepare draft responses for the City to consider in its Final MND prepared under Task 4. This task includes preparation of response from no more than 5 commenting agencies/individuals and no more than 20 individual comments that require answers other than "comment noted."

Task 4: Incorporation of Internal/External Comments and Final IS/MND

A mitigation monitoring and reporting program (MMRP) will be required per Section 15097 of the *CEQA Guidelines*. The MMRP will consist of a matrix that identifies, for each impact category, the mitigation measures, timing for implementation, the party responsible for implementation, and the method of reporting or monitoring to be used. WEBB will prepare a Screencheck MMRP for City review and incorporate one round of minor revisions.

After Task 3, WEBB will finalize the responses to comments received during the 20-day public review period and prepare the Final IS/MND incorporating response to comments, final MMRP, and technical appendices. All documents will be provided electronically to the City for its use and reproduction for any public hearings.

The City will prepare the Notice of Determination (NOD) as required by Section 15094 of the *CEQA Guidelines* and file the NOD with Riverside County Clerk's office. Applicable CEQA filing fees are the responsibility of the City.

Task 5: Deliverables

As requested by the RFP, the following deliverables are included in our scope of work:

- Screencheck Draft IS/MND – one electronic and three hard copies of IS/MND only
- Final Draft IS/MND – one electronic copy
- Public Review IS/MND – one electronic copy
- References Appendices – one electronic copy
- Draft MMRP and draft Final IS/MND – one electronic copy
- Final MND include MMRP – one electronic copy

Task 6 – Technical Studies

The following Technical Studies are included in our scope of work, as requested by the RFP and Addendum No. 1 dated June 6, 2019. Per our On-Call Contract with the City, we will utilize a few subconsultants who specialize in their respective fields to provide services related to cultural resources, biological resources, geotechnical, and noise analyses. We understand that the Technical Studies will cover the entire approximately 4.35-gross-acre site, understanding that approximately 1 to 1.5 acres are proposed to be disturbed by the construction of the substation.

Task 6A – Cultural and Paleontological Records Searches

Cultural Resource Tasks: WEBB will team with our trusted partner, Applied Earthworks (Æ) to conduct the requested tasks in the RFP for cultural and paleontological resources. Æ will obtain a cultural resource literature and records search at the Eastern Information Center (EIC), housed at the University of California, Riverside. This search will encompass the project area with a one-mile-long radius buffer (Study Area). We assume the EIC records search fee will not exceed $1,000.00. The current turnaround time for the EIC literature and records search is approximately 4 weeks.

Æ will contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands Files (SLF). No follow up communications will be made with any tribes or tribal organizations.

Æ will prepare a technical memorandum documenting the potential cultural resource constraints on project development and recommendations for further cultural resource management. The memo will also incorporate results of the SLF search from the NAHC as well as the records search from the EIC. Æ's draft memorandum will be submitted electronically in MS Word format for ease of review; our final memorandum will be submitted electronically as a PDF file.

Note, the RFP did not request AB 52 Consultation support. Since AB 52 Consultation will be required, it is assumed the City will handle this and provide the necessary information to WEBB for inclusion into the IS/MND. If assistance from Æ is needed for the AB 52 Consultation process, these items can be provided for an additional cost.

Paleontological Resource Tasks: Æ will request a museum records search at the Western Science Center (WSC) for recorded paleontological resource localities within and in the vicinity of the proposed project boundary. We assume the WSC records search fee will not exceed $100.00. The current turnaround time for the WSC records search is generally 2 weeks.

To supplement museum collections records, Æ's paleontology staff also will complete a review of published and unpublished geologic mapping and literature, including the University of California Museum of Paleontology online database, to characterize the geology and paleontology of the proposed project area. In addition, the project area will be placed on Riverside County's Paleontological Sensitivity Map to determine whether or not it overlies areas of high, low, or undetermined paleontological sensitivity.

Upon completion of the records search and literature review, Æ will draft a technical memorandum to document the desktop findings and to provide project-specific recommendations. All paleontological work will be conducted in accordance with Society of Vertebrate Paleontology (SVP) guidelines and will meet the requirements of the CEQA. Æ's draft memorandum will be submitted electronically in MS Word format for ease of review; our final memorandum will be submitted electronically as a PDF file.

Task 6B – MSHCP Compliance

WEBB will team with Wood Environmental and Infrastructure (Wood) to prepare a Habitat Assessment and Western Riverside County Multiple Species Habitat Conservation Plan Consistency Analysis Report requested in the RFP. Wood will perform a literature review for the project site and immediate vicinity to determine MSHCP consistency issues associated with the project site. A field survey will be conducted using methodologies appropriate for the detection of special-status elements identified by the MSHCP. Depending on the timing of the field survey, certain elements may be undetectable, such as vernal pools. Habitat suitability will be assessed for all special-status elements potentially occurring on the site including burrowing owl, narrow-endemic plants, and/or other special status small species. If suitable habitat is present for the above mentioned species within the project area and/or immediate vicinity, focused surveys may be required and are included as optional tasks as part of this proposal.

Wood will prepare a habitat suitability report which will include supporting documentation including a comprehensive species list, photographic figures, and maps. Wood will prepare a Habitat Assessment and MSHCP Consistency Analysis Report according to the standards of the MSHCP. Wood will prepare a report describing the results of the biological assessment for the project. Wood will provide an electronic copy of the draft report for review. Following one round or review comments by City staff, any necessary changes will be incorporated into a final electronic report.

Task 6B.1 – Optional Task for Protocol Burrowing Owl Surveys

Under this optional task, Wood will perform focused Burrowing Owl surveys in accordance with the methodology described in the MSHCP, augmented by the *Staff Report on Burrowing Owl Mitigation* (California Department of Fish and Game [now CDFW], March 7, 2012). The protocol focused Burrowing Owl surveys will include a survey of Burrowing Owl burrows that includes natural burrows or suitable man-made structures on the site. The location of all suitable Burrowing Owl habitat, potential owl burrows, Burrowing Owl sign, and any owls observed will be recorded and mapped, including GPS coordinates. If no Burrowing Owl burrows or other evidence of Burrowing Owl is observed within the project site, no additional surveys will be required.

If suitable burrows or other evidence of Burrowing Owl is found within the project site, Wood will perform focused Burrowing Owl surveys on four separate days during the breeding season, based on the MSHCP requirements.

If the site is determined not to be occupied, no further surveys are required until 30 days prior to project initiation, commonly referred to as a preconstruction survey. This proposal does not include costs for a preconstruction survey.

Results of the Burrowing Owl surveys including the methodology transect width, duration, conditions, and findings will be incorporated into a summary report. A draft copy of the report will be provided to City staff for review. Following one round of review comments by City staff, Wood will make necessary changes and prepare a final report. Appropriate maps showing burrow locations will be included.

If Burrowing Owls are present, a habitat loss mitigation and relocation program may be necessary. This proposal does not include costs for any type of Burrowing Owl habitat loss mitigation development or relocation program. If any additional tasks are indicated as a result of the survey work, a separate cost proposal will be prepared.

Task 6B.2 – Optional Task for Narrow Endemic Plant Surveys

Surveys for Marvin's onion and many-stemmed dudleya will be performed in suitable habitat areas within the project site during the appropriate flowering period; early April and late May. Surveys will be conducted in accordance with the guidelines established by the California Native Plant Society and California Department of Fish and Wildlife.

Wood estimates a maximum two field days with two biologists will be necessary to complete the required surveys. The first site visit will be conducted in early April to account for the early blooming period and again in late May to account for the mid to late blooming period. Since these plants are easily identifiable, visiting a known population of these narrow endemic plants prior to conducting the surveys is not necessary.

Following the field surveys, Wood will prepare a letter report of findings that will document the findings of the focused survey and, if applicable, will include a map of any observed sensitive plant species, including additional sensitive species not included in the list of species from the RCIP Conservation Summary Report Generator. Although U.S. Fish and Wildlife Service (USFWS) and CDFW do not have a standard requirement for written reports, a letter report of findings will be prepared and submitted to the client and regulatory agencies as appropriate. Wood will also conduct a recent search of the California Native Plant Species Electronic Inventory (CNPSEI) and California Natural Diversity Database (CNDDB). In addition to the site description, methodology, and findings, the report will describe the areas of the site that are occupied by Marvin's onion and many-stemmed dudleya and provide an estimate of the number of occupied acres. Mitigation recommendations for potential impacts to sensitive plant species observed on the project site will also be included in the report.

A draft report will be submitted for review. Based on one set of review comments from City staff, a final report will be prepared and submitted electronically.

Task 6C – Noise Impact Analysis
WEBB will team with dBF Associates to prepare a noise impact analysis to support the environmental document for the project. Applicable significance criteria will be identified; thresholds of significance will focus on the Noise Element of the City of Banning General Plan and Banning Municipal Code.

A site reconnaissance will be conducted to understand the acoustical characteristics of the project area and identify noise-sensitive receptors. The ambient noise environment will be quantified based on short-term (up to one-hour) sound level measurements at up to three (3) locations at or near the closest noise-sensitive land uses. The measurements will be conducted using a calibrated type 1 or 2 integrating sound level meter that conforms to American National Standards Institute (ANSI) requirements. Simultaneous traffic counts will be conducted as appropriate.

Project-generated noise will be estimated and evaluated against applicable noise limits at noise-sensitive land uses. The site configuration will be imported from the project CAD files (if available) into the Cadna/A noise prediction model, which will be used to estimate project-generated noise levels and determine abatement as necessary.

The methodology and results of the noise impact analysis will be presented electronically in a draft technical memorandum.

Comments resulting from up to one screen check review by WEBB and the City will be addressed. It is assumed that the comments will be minor in nature and will not require additional acoustical calculations or sound level measurements.

Task 6D – Air Quality/Greenhouse Gas/Energy
WEBB's in house experts will prepare an Air Quality/Greenhouse Gas (AQ/GHG) Analysis in accordance with the South Coast Air Quality Management District (SCAQMD) requirements. Assumptions relevant to the analysis will be provided to the City for review and approval prior to modeling. The analysis will: (i) Calculate emissions from construction and operational activities using the SCAQMD's recommended CalEEMod (Version 2016.3.2) program; (ii) Prepare a regional significance threshold analysis as well as a localized significance threshold analysis using the LST Look-Up Tables, per SCAQMD requirements; (iii) Compare project emissions to SCAQMD draft GHG thresholds; and (iv) Analyze model results and incorporate mitigation measures, as appropriate, into the computer model. Modeling output will be provided in PDF format for use in the CEQA document. Energy conservation will also be addressed qualitatively in the CEQA document. No technical memorandum will be prepared. This scope includes revisions from one round of minimal comments by the City.

Task 6E – Preliminary Geotechnical Report
WEBB will team with Geocon West, Inc. (Geocon) to provide the requested geotechnical report.

Geocon's scope of services consists of the following:

- Prepare an encroachment permit application for the City of Banning for three geotechnical borings. We have assumed the permit will be provided at no fee for this City project.

- Mark the boring locations and notify Underground Surface Alert of Southern California to mark any subsurface utility locations near the proposed excavation locations. Additionally, the City should provide plans depicting the locations of all utilities in the project area.
- Excavate, sample, and log three geotechnical borings within the northern acre of the property. For budgeting purposes, Geocon has planned one half day of drilling. Borings will be logged in accordance with USCS criteria and samples will be collected for laboratory testing. Borings will be backfilled with native soils.
- Perform laboratory testing which is anticipated to include maximum density/optimum moisture, in-situ moisture and density, corrosion screening, consolidation/collapse, direct shear, and grain size. The actual laboratory test program will be determined based on the soil conditions encountered during Geocon's exploration.
- Prepare a preliminary geotechnical investigation report which will include the locations of the borings, boring logs, laboratory test results, geologic hazards with respect to the proposed substation, groundwater conditions, seismic design parameters, preliminary geotechnical design parameters, preliminary geotechnical recommendations for site earthwork and improvements.

Task 6F – Preliminary On-Site Hydrology Study

The proposed Ivy Substation property is located within the Banning Master Drainage Plan (Banning MDP) prepared by Riverside County Flood Control & Water Conservation District. Per the MDP, runoff from the property is planned to drain to proposed Line H, located in Hathaway Street per the MDP.

WEBB will perform preliminary on-site hydrology calculations, utilizing the available topography and preliminary grading layout. In order to identify any potential concerns for acceptance and conveyance of offsite runoff through and/or across the property, in addition to hydrology calculations for the on-site area, the study will include off-site areas tributary to the property. Riverside County Rational Method Calculations for the 10-year and 100-year storm events in the existing and proposed conditions will be prepared, along with 10-year/24-hour flood volumes using the Riverside County Unit Hydrograph Method. The hydrology calculations will be incorporated into the Preliminary Drainage Report (Task 6H), and used for the preliminary sizing of drainage facilities along with any required on-site detention facilities. One hydrology map will be prepared to support the hydrology calculations for the existing and proposed conditions, and include the drainage areas, flow paths, and points of concentration.

Task 6G – Preliminary Grading Layout

WEBB will perform a field survey at a level of detail necessary to prepare a Preliminary Grading Layout for CEQA purposes. The field survey will provide the existing topographic features of the property, along with any visible physical features and improvements, including utilities, curbs, gutters, pavement, structures, etc. The topography will include the frontage streets of Charles Street, Hathaway Street, and Westward Avenue. WEBB will also prepare a base map for the project, utilizing field and record survey data along with a title report for the property. Property lines, right-of-way, and easements of record will be noted on the base map. Utility research for the property and surrounding streets will also be performed, and include those utility agencies which are members of Dig-Alert.

WEBB will prepare a preliminary grading layout for the site utilizing a site plan provided by the City, along with the topography and base map information. The preliminary grading layout will show proposed slopes, drainage flow direction arrows, and contours. Finished grade (FG), finished surface (FS), top of curb (TC),

and flowline (FL) spot elevations will also be provided. The preliminary grading will include raw earthwork quantities, and take into consideration the recommendations from the Preliminary Geotechnical Report.

Task 6H – Preliminary Drainage Report
WEBB will also prepare a preliminary drainage report to discuss the preliminary on-site hydrology study results, include discussion, and preliminary calculations for any proposed drainage facilities, including drainage inlets, drainage pipes, and/or detention basins.

Assumptions Used in the Preparation of the Scope of Services

- Construction drawings of the substation is not included in our scope of work. It is assumed that any preliminary engineering drawings of the substation will be provided by City staff.
- The City of Banning will conduct all AB 52 consultation meetings and provide the results of these meetings to be included in the IS/MND.
- The City will be conducting all Noticing (i.e., NOI, NOD) per CEQA.
- A "round" of comments refers to a group of comments from City Staff, including City Attorney in one consolidated track change MS Word document. All comments will be identified by comment bubble or track change edits. If additional rounds of comments are received (i.e., received at different times, additional comments not included in the initial round, or changes from the initial round of comments), additional budget may be required.
- Documents submitted for review to Project Team will be prepared in Adobe PDF (including figures) and/or MS Word. Only three hard copies of the Draft Initial Study (not including Appendices) is included in our scope and budget. Should hard copies be required, this scope will be billed on a Time and Materials basis.
- There is no federal nexus, funding, or approvals associated with the Project that would require compliance with the National Environmental Policy Act (NEPA) or Section 106 of the National Historic Preservation Act.
- This proposal does not include costs for a preconstruction survey.
- This proposal does not include costs for any type of Burrowing Owl habitat loss mitigation development or relocation program, should one be required.
- This proposal and cost does not include any regulatory permitting fees, MSHCP fees, or Stephens' kangaroo HCP fees.
- Any regulatory agency permits, coordination, or regulatory correspondence are not included in this scope of work or cost.
- If requested, a Water Quality Management Plan will be prepared by others and provided to WEBB or WEBB will prepare a separate scope and cost to provide prepare a Preliminary Water Quality Management Plan.
- The preparation of Findings, Resolutions, or staff report is not included; it is anticipated that City staff will prepare these items.
- All documents will be delivered in electronic format unless otherwise specified above. Costs for reproduction, publishing, and mailing are assumed to not exceed $1,300.
- Appropriate CEQA filing fees shall be the responsibility of the City.
- Any other work tasks not specifically indicated in the Scope of Services.

EXHIBIT "3" BUDGET/COMPENSATION FOR SERVICES

Mitigated Negative Declaration (MND) and Accompanying Technical Analysis

WEBB will provide our services outlined in Scope of Services – Exhibit "2" for a Lump Sum Fee of **$86,800 (this cost does not include optional tasks)**. If the Optional Tasks for Protocol Burrowing Owl Surveys and Narrow Endemic Plant Surveys are authorized, WEBB will provide our services for the MND outlined in the Scope of Services – Exhibit "2" for a Lump Sum Fee of **$93,600 (this cost includes all the optional tasks noted below)**. The Budget is good for 90 days from date of this letter. Our services will be billed monthly on a percent complete basis. A breakdown of our fees is listed below and are based on the Rate Scheduled attached, which is the current rate schedule with our On Call Contract with the City:

Task 1: CEQA Research and Documentation	$5,900
Task 2: Preparation of Draft IS/MND	$10,700
Task 3: Agency Processing/Public Circulation	$3,800
Task 4: Incorporate Comments/Final IS/MND	$4,000
Task 5: Deliverables	$3,700
Task 6A: Cultural and Paleontological Records Searches	$6,900
Task 6B: MSHCP Compliance	$4,600
Task 6C: Noise Impact Analysis	$4,100
Task 6D: Air Quality/Greenhouse Gas/Energy	$2,900
Task 6E: Preliminary Geotechnical Report	$10,300
Task 6F: Preliminary On-Site Hydrology Study	$5,700
Task 6G: Preliminary Grading Layout	$17,900
Task 6H: Preliminary Drainage Report	$6,300
TOTAL WITHOUT OPTIONAL TASKS	**$86,800**
Optional Tasks	
Optional Task 6B.1 – Protocol Burrowing Owl Surveys	$5,100
Optional Task 6B.2 – Narrow Endemic Plant Surveys	$1,700
TOTAL WITH OPTIONAL TASKS	$93,600

Labor

Task budgets are estimates and will be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on Project will cease and interest of 1.5% per month shall be charged on unpaid balances.

Expenses

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work, will be billed on a time and material basis, in addition to the amount shown above, in accordance with our Schedule of Fees. Charges for subcontracted services, including outside consultants requested by the client will be subject to a 15% surcharge. Checking and/or filing fees are not included in this contract, and shall be paid by the Client directly to the appropriate governmental agency.

Costs for custom invoice, if desired by client, shall be negotiated prior to commencement of our efforts. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, consultant shall cease work on project and interest of 1.5% per month on unpaid balances shall be charged.

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office
41-990 Cook St., Bldg. I - #801B
Palm Desert, CA 92211
951.686.1070

Murrieta Office
41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

June 12, 2019
REVISED July 10, 2019

Adam Rush, AICP
Community Development Director
City of Banning

Proposal transmitted via email to scalderon@banningca.gov

RE: Proposal for Environmental Services for the City of Banning Electric Utility Ivy Substation

Dear Adam:

Albert A. Webb Associates (WEBB) is pleased to provide you with this proposal for Environmental Services related to the proposed Banning Electric Utility Ivy Substation located at 1581 Charles Street in the City of Banning, California. Enclosed you will find our Project Understanding (Exhibit "1"), Scope of Services (Exhibit "2"), and Compensation for Services (Exhibit "3") for your review and consideration. **Per your direction on July 9, 2019, we have modified our original proposal to remove the scopes of work for the geotechnical, hydrology and grading work which were included in the original RFP.**

We appreciate this opportunity to be of continued service to the City of Banning and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Stephanie N. Standerfer
Vice President

EXHIBIT "1" PROJECT UNDERSTANDING

We understand the City of Banning (City) is proposing to construct a new Ivy Substation on approximately 4.35 gross acres located at 1581 Charles Street, on the northwest intersection of Hathaway Street and Charles Street (Assessor's Parcel Number 543-090-008) in the City of Banning. The substation use is consistent with the City's General Plan land use and Zoning designation of Industrial. We understand that the proposed Ivy Substation would be located on approximately 1 to 1.5 acres of the project site as depicted on **Figure 1 – Proposed Ivy Substation Location** below and will be oriented as far to the northerly portion of the subject parcel as possible to ensure compatibility and integration with the surrounding industrial land uses. The remainder of the 4.35-gross-acre site not used for the substation will be left undeveloped and undisturbed.

We understand that the Ivy Substation is proposed to be a 34.5 kiloVolt (kV) to 12.47 kV step-down distribution transformation station. The substation would support a 34.5 kV overhead entrance with four underground 12.47 kV "get-a-ways" rising to an interconnection with the existing overhead lines, located adjacent to the westerly right-of-way (ROW) of Hathaway Street. We understand that the total substation capacity will be no more than 40 megawatts (MW) with the project being phased to accommodate 20 MW, with future expandability up to 40 MW. Perimeter fencing, security cameras, and nighttime lighting will be installed.

The purpose of this scope of work is to provide the City with the necessary CEQA documentation in order to approve the construction of the Ivy Substation. The City Electric Utility is the owner of the site and will be the operator of the Ivy Substation. Construction of the substation will also include improvements (i.e., curb, gutter, parkways) along the westerly ROW of Hathaway Street, the northerly ROW of Charles Street and the southerly ROW of East Westward Avenue.



Figure 1 – Proposed Ivy Substation Location

EXHIBIT "2" SCOPE OF SERVICES

Task 1: CEQA Research and Documentation

WEBB will draft a detailed project description based on the site plans provided by the City.

The technical analyses prepared under Task 6 will be utilized in the Initial Study to be prepared under Task 2 below. Additional technical information not outlined below will be supplied by the City. Coordination with City Staff will be ongoing throughout the CEQA process and we will strive to use conference calls/online meetings and email for the main method of communication to keep costs down. We understand that the City will conduct all the required distribution for public review, and noticing with the County Clerk and local newspaper(s) and therefore is not included in this scope and budget.

Task 2: Preparation of Draft Initial Study/Mitigated Negative Declaration

Using the City's preferred Initial Study/Mitigated Negative Declaration (IS/MND) format, WEBB will prepare an IS with explanatory text for all topical issue areas, in compliance with the requirements of CEQA, the Updated 2019 *CEQA Guidelines*, and the City's procedures for implementing CEQA. The IS/MND will include an Environmental Setting description for each issue area.

The technical analyses outlined in Task 6 below will be used to evaluate potential impacts associated with the Ivy Substation. Data gathered independently for the remaining environmental topics will be used for the IS/MND analysis. We have included one round of minor revisions to the IS/MND as a result of one consolidated Word document comments in tracked changes or embedded comment bubbles from City staff only. This task includes preparing the document for public review by doing final formatting and compiling the relevant technical appendices for the City. We have assumed that the City will provide a summary of the Assembly Bill 52 (AB 52) consultation efforts between the City and relevant tribes to WEBB for inclusion in the MND. We have not included circulation and posting of the Notice of Intent (NOI) in our Scope of Work and costs; per the RFP, we assume the City will conduct all the required noticing and provide the CEQA filing fees.

Task 3: Agency Processing/Public Circulation

The City will prepare the distribution list to be used for the public review of the IS/MND and the City will conduct all the required production, circulation, and noticing to any agencies/entities affected by or having jurisdiction over the project.

This task will include time for WEBB to review all the public comments received on the IS/MND during the 20-day public review period. WEBB will prepare draft responses for the City to consider in its Final MND prepared under Task 4. This task includes preparation of response from no more than 5 commenting agencies/individuals and no more than 20 individual comments that require answers other than "comment noted."

Task 4: Incorporation of Internal/External Comments and Final IS/MND

A mitigation monitoring and reporting program (MMRP) will be required per Section 15097 of the *CEQA Guidelines*. The MMRP will consist of a matrix that identifies, for each impact category, the mitigation measures, timing for implementation, the party responsible for implementation, and the method of reporting or monitoring to be used. WEBB will prepare a Screencheck MMRP for City review and incorporate one round of minor revisions.

After Task 3, WEBB will finalize the responses to comments received during the 20-day public review period and prepare the Final IS/MND incorporating response to comments, final MMRP, and technical appendices. All documents will be provided electronically to the City for its use and reproduction for any public hearings.

The City will prepare the Notice of Determination (NOD) as required by Section 15094 of the *CEQA Guidelines* and file the NOD with Riverside County Clerk's office. Applicable CEQA filing fees are the responsibility of the City.

Task 5: Deliverables

As requested by the RFP, the following deliverables are included in our scope of work:

- Screencheck Draft IS/MND – one electronic and three hard copies of IS/MND only
- Final Draft IS/MND – one electronic copy
- Public Review IS/MND – one electronic copy
- References Appendices – one electronic copy
- Draft MMRP and draft Final IS/MND – one electronic copy
- Final MND include MMRP – one electronic copy

Task 6 – Technical Studies

The following Technical Studies are included in our scope of work, as requested by the RFP and Addendum No. 1 dated June 6, 2019. Per our On-Call Contract with the City, we will utilize a few subconsultants who specialize in their respective fields to provide services related to cultural resources, biological resources, geotechnical, and noise analyses. We understand that the Technical Studies will cover the entire approximately 4.35-gross-acre site, understanding that approximately 1 to 1.5 acres are proposed to be disturbed by the construction of the substation.

Task 6A – Cultural and Paleontological Records Searches

Cultural Resource Tasks: WEBB will team with our trusted partner, Applied Earthworks (Æ) to conduct the requested tasks in the RFP for cultural and paleontological resources. Æ will obtain a cultural resource literature and records search at the Eastern Information Center (EIC), housed at the University of California, Riverside. This search will encompass the project area with a one-mile-long radius buffer (Study Area). We assume the EIC records search fee will not exceed $1,000.00. The current turnaround time for the EIC literature and records search is approximately 4 weeks.

Æ will contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands Files (SLF). No follow up communications will be made with any tribes or tribal organizations.

Æ will prepare a technical memorandum documenting the potential cultural resource constraints on project development and recommendations for further cultural resource management. The memo will also incorporate results of the SLF search from the NAHC as well as the records search from the EIC. Æ's draft memorandum will be submitted electronically in MS Word format for ease of review; our final memorandum will be submitted electronically as a PDF file.

Note, the RFP did not request AB 52 Consultation support. Since AB 52 Consultation will be required, it is assumed the City will handle this and provide the necessary information to WEBB for inclusion into the IS/MND. If assistance from Æ is needed for the AB 52 Consultation process, these items can be provided for an additional cost.

Paleontological Resource Tasks: Æ will request a museum records search at the Western Science Center (WSC) for recorded paleontological resource localities within and in the vicinity of the proposed project

boundary. We assume the WSC records search fee will not exceed $100.00. The current turnaround time for the WSC records search is generally 2 weeks.

To supplement museum collections records, Æ's paleontology staff also will complete a review of published and unpublished geologic mapping and literature, including the University of California Museum of Paleontology online database, to characterize the geology and paleontology of the proposed project area. In addition, the project area will be placed on Riverside County's Paleontological Sensitivity Map to determine whether or not it overlies areas of high, low, or undetermined paleontological sensitivity.

Upon completion of the records search and literature review, Æ will draft a technical memorandum to document the desktop findings and to provide project-specific recommendations. All paleontological work will be conducted in accordance with Society of Vertebrate Paleontology (SVP) guidelines and will meet the requirements of the CEQA. Æ's draft memorandum will be submitted electronically in MS Word format for ease of review; our final memorandum will be submitted electronically as a PDF file.

Task 6B – MSHCP Compliance

WEBB will team with Wood Environmental and Infrastructure (Wood) to prepare a Habitat Assessment and Western Riverside County Multiple Species Habitat Conservation Plan Consistency Analysis Report requested in the RFP. Wood will perform a literature review for the project site and immediate vicinity to determine MSHCP consistency issues associated with the project site. A field survey will be conducted using methodologies appropriate for the detection of special-status elements identified by the MSHCP. Depending on the timing of the field survey, certain elements may be undetectable, such as vernal pools. Habitat suitability will be assessed for all special-status elements potentially occurring on the site including burrowing owl, narrow-endemic plants, and/or other special status small species. If suitable habitat is present for the above mentioned species within the project area and/or immediate vicinity, focused surveys may be required and are included as optional tasks as part of this proposal.

Wood will prepare a habitat suitability report which will include supporting documentation including a comprehensive species list, photographic figures, and maps. Wood will prepare a Habitat Assessment and MSHCP Consistency Analysis Report according to the standards of the MSHCP. Wood will prepare a report describing the results of the biological assessment for the project. Wood will provide an electronic copy of the draft report for review. Following one round or review comments by City staff, any necessary changes will be incorporated into a final electronic report.

Task 6B.1 – Optional Task for Protocol Burrowing Owl Surveys

Under this optional task, Wood will perform focused Burrowing Owl surveys in accordance with the methodology described in the MSHCP, augmented by the *Staff Report on Burrowing Owl Mitigation* (California Department of Fish and Game [now CDFW], March 7, 2012). The protocol focused Burrowing Owl surveys will include a survey of Burrowing Owl burrows that includes natural burrows or suitable man-made structures on the site. The location of all suitable Burrowing Owl habitat, potential owl burrows, Burrowing Owl sign, and any owls observed will be recorded and mapped, including GPS coordinates. If no Burrowing Owl burrows or other evidence of Burrowing Owl is observed within the project site, no additional surveys will be required.

If suitable burrows or other evidence of Burrowing Owl is found within the project site, Wood will perform focused Burrowing Owl surveys on four separate days during the breeding season, based on the MSHCP requirements.

If the site is determined not to be occupied, no further surveys are required until 30 days prior to project initiation, commonly referred to as a preconstruction survey. This proposal does not include costs for a preconstruction survey.

Results of the Burrowing Owl surveys including the methodology transect width, duration, conditions, and findings will be incorporated into a summary report. A draft copy of the report will be provided to City staff for review. Following one round of review comments by City staff, Wood will make necessary changes and prepare a final report. Appropriate maps showing burrow locations will be included.

If Burrowing Owls are present, a habitat loss mitigation and relocation program may be necessary. This proposal does not include costs for any type of Burrowing Owl habitat loss mitigation development or relocation program. If any additional tasks are indicated as a result of the survey work, a separate cost proposal will be prepared.

Task 6B.2 – Optional Task for Narrow Endemic Plant Surveys
Surveys for Marvin's onion and many-stemmed dudleya will be performed in suitable habitat areas within the project site during the appropriate flowering period; early April and late May. Surveys will be conducted in accordance with the guidelines established by the California Native Plant Society and California Department of Fish and Wildlife.

Wood estimates a maximum two field days with two biologists will be necessary to complete the required surveys. The first site visit will be conducted in early April to account for the early blooming period and again in late May to account for the mid to late blooming period. Since these plants are easily identifiable, visiting a known population of these narrow endemic plants prior to conducting the surveys is not necessary.

Following the field surveys, Wood will prepare a letter report of findings that will document the findings of the focused survey and, if applicable, will include a map of any observed sensitive plant species, including additional sensitive species not included in the list of species from the RCIP Conservation Summary Report Generator. Although U.S. Fish and Wildlife Service (USFWS) and CDFW do not have a standard requirement for written reports, a letter report of findings will be prepared and submitted to the client and regulatory agencies as appropriate. Wood will also conduct a recent search of the California Native Plant Species Electronic Inventory (CNPSEI) and California Natural Diversity Database (CNDDB). In addition to the site description, methodology, and findings, the report will describe the areas of the site that are occupied by Marvin's onion and many-stemmed dudleya and provide an estimate of the number of occupied acres. Mitigation recommendations for potential impacts to sensitive plant species observed on the project site will also be included in the report.

A draft report will be submitted for review. Based on one set of review comments from City staff, a final report will be prepared and submitted electronically.

Task 6C – Noise Impact Analysis
WEBB will team with dBF Associates to prepare a noise impact analysis to support the environmental document for the project. Applicable significance criteria will be identified; thresholds of significance will focus on the Noise Element of the City of Banning General Plan and Banning Municipal Code.

A site reconnaissance will be conducted to understand the acoustical characteristics of the project area and identify noise-sensitive receptors. The ambient noise environment will be quantified based on short-term (up

to one-hour) sound level measurements at up to three (3) locations at or near the closest noise-sensitive land uses. The measurements will be conducted using a calibrated type 1 or 2 integrating sound level meter that conforms to American National Standards Institute (ANSI) requirements. Simultaneous traffic counts will be conducted as appropriate.

Project-generated noise will be estimated and evaluated against applicable noise limits at noise-sensitive land uses. The site configuration will be imported from the project CAD files (if available) into the Cadna/A noise prediction model, which will be used to estimate project-generated noise levels and determine abatement as necessary.

The methodology and results of the noise impact analysis will be presented electronically in a draft technical memorandum.

Comments resulting from up to one screen check review by WEBB and the City will be addressed. It is assumed that the comments will be minor in nature and will not require additional acoustical calculations or sound level measurements.

Task 6D – Air Quality/Greenhouse Gas/Energy
WEBB's in house experts will prepare an Air Quality/Greenhouse Gas (AQ/GHG) Analysis in accordance with the South Coast Air Quality Management District (SCAQMD) requirements. Assumptions relevant to the analysis will be provided to the City for review and approval prior to modeling. The analysis will: (i) Calculate emissions from construction and operational activities using the SCAQMD's recommended CalEEMod (Version 2016.3.2) program; (ii) Prepare a regional significance threshold analysis as well as a localized significance threshold analysis using the LST Look-Up Tables, per SCAQMD requirements; (iii) Compare project emissions to SCAQMD draft GHG thresholds; and (iv) Analyze model results and incorporate mitigation measures, as appropriate, into the computer model. Modeling output will be provided in PDF format for use in the CEQA document. Energy conservation will also be addressed qualitatively in the CEQA document. No technical memorandum will be prepared. This scope includes revisions from one round of minimal comments by the City.

Assumptions Used in the Preparation of the Scope of Services

- Construction drawings of the substation is not included in our scope of work. It is assumed that any preliminary engineering drawings of the substation will be provided by City staff.
- The City of Banning will conduct all AB 52 consultation meetings and provide the results of these meetings to be included in the IS/MND.
- The City will be conducting all Noticing (i.e., NOI, NOD) per CEQA.
- A "round" of comments refers to a group of comments from City Staff, including City Attorney in one consolidated track change MS Word document. All comments will be identified by comment bubble or track change edits. If additional rounds of comments are received (i.e., received at different times, additional comments not included in the initial round, or changes from the initial round of comments), additional budget may be required.
- Documents submitted for review to Project Team will be prepared in Adobe PDF (including figures) and/or MS Word. Only three hard copies of the Draft Initial Study (not including Appendices) is included in our scope and budget. Should hard copies be required, this scope will be billed on a Time and Materials basis.

- There is no federal nexus, funding, or approvals associated with the Project that would require compliance with the National Environmental Policy Act (NEPA) or Section 106 of the National Historic Preservation Act.
- This proposal does not include costs for a preconstruction survey.
- This proposal does not include costs for any type of Burrowing Owl habitat loss mitigation development or relocation program, should one be required.
- This proposal and cost does not include any regulatory permitting fees, MSHCP fees, or Stephens' kangaroo HCP fees.
- Any regulatory agency permits, coordination, or regulatory correspondence are not included in this scope of work or cost.
- If requested, a Water Quality Management Plan will be prepared by others and provided to WEBB or WEBB will prepare a separate scope and cost to provide prepare a Preliminary Water Quality Management Plan.
- The preparation of Findings, Resolutions, or staff report is not included; it is anticipated that City staff will prepare these items.
- All documents will be delivered in electronic format unless otherwise specified above. Costs for reproduction, publishing, and mailing are assumed to not exceed $1,300.
- Appropriate CEQA filing fees shall be the responsibility of the City.
- Any other work tasks not specifically indicated in the Scope of Services.

EXHIBIT "3" BUDGET/COMPENSATION FOR SERVICES

Mitigated Negative Declaration (MND) and Accompanying Technical Analysis

WEBB will provide our services outlined in Scope of Services – Exhibit "2" for a Lump Sum Fee of **$46,600 (this cost does not include optional tasks)**. If the Optional Tasks for Protocol Burrowing Owl Surveys and Narrow Endemic Plant Surveys are authorized, WEBB will provide our services for the MND outlined in the Scope of Services – Exhibit "2" for a Lump Sum Fee of **$53,400 (this cost includes all the optional tasks noted below)**. The Budget is good for 90 days from date of this letter. Our services will be billed monthly on a percent complete basis. A breakdown of our fees is listed below and are based on the Rate Scheduled attached, which is the current rate schedule with our On Call Contract with the City:

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Task 6A: Cultural and Paleontological Records Searches	$6,900
Task 6B: MSHCP Compliance	$4,600
Task 6C: Noise Impact Analysis	$4,100
Task 6D: Air Quality/Greenhouse Gas/Energy	$2,900
TOTAL WITHOUT OPTIONAL TASKS	**$46,600**
Optional Tasks	
Optional Task 6B.1 – Protocol Burrowing Owl Surveys	$5,100
Optional Task 6B.2 – Narrow Endemic Plant Surveys	$1,700
TOTAL WITH OPTIONAL TASKS	$53,400

Labor

Task budgets are estimates and will be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on Project will cease and interest of 1.5% per month shall be charged on unpaid balances.

Expenses

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work, will be billed on a time and material basis, in addition to the amount shown above, in accordance with our Schedule of Fees. Charges for subcontracted services, including outside consultants requested by the client will be subject to a 15% surcharge. Checking and/or filing fees are not included in this contract, and shall be paid by the Client directly to the appropriate governmental agency.

Costs for custom invoice, if desired by client, shall be negotiated prior to commencement of our efforts. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, consultant shall cease work on project and interest of 1.5% per month on unpaid balances shall be charged.

ATTACHMENT 4

Template Agreement

EXHIBIT C

Sample Agreement

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PROFESSIONAL SERVICES AGREEMENT

By and Between

THE CITY OF BANNING

and

VENDOR NAME

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
VENDOR NAME

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 22nd day of May, 2018 by and between the **City of Banning**, a municipal corporation ("City") and Vendor Name, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services for the Insert Type of Work to be Completed prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the Insert Type of Work to be Completed prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and

professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed WRITTEN AMOUNT IN DOLLARS ($0.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, or extended in writing in advance by both parties, except as otherwise provided in the Schedule of Performance (Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such person or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City

Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$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 work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable, or arising from their reckless or willful misconduct, or negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of such claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event

Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

_____
Rochelle Clayton, Interim City Manager

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson, Gershon

_____
Kevin G. Ennis, Esq., City Attorney

CONSULTANT

By: _____
NAME:
TITLE:

By: _____
NAME:
TITLE:

_____
Tax ID No.

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following services in connection with providing Insert Type of Work to be Completed prepared in connection therewith:**

A.

B.

C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City appraised through periodic status reports regarding the performance of the services under this Agreement by the following means:

A.

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

TASK	DESCRIPTION	SUB-BUDGET
1.		$0.00
2.		$0.00
3.		$0.00
4.		$0.00
5.		$0.00
	TOTAL	**$0.00**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

V. The total compensation for services shall not exceed $0.00 as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Consultant will provide a written proposal within one week of the City's request for services, unless otherwise agreed to by the Contract Officer.**

II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

A. Proposed Project Schedule – Attached as Exhibit D-1.

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Tom Miller, Electric Utility Director**

MEETING DATE: **August 27, 2019**

SUBJECT: **Resolution 2019-98, Directing Staff to Complete the Southern California Edison (SCE) – Combined System Impact and Facilities Study for Banning Electric Utility's (BEU) Stagecoach Substation**

RECOMMENDED ACTION:

Staff requests discussion and possible action concerning the completion of a Combined System Impact and Facilities Study and Agreement between Banning Electric Utility (BEU) and Southern California Edison (SCE). Staff's recommendation is to complete the impact study.

> **ACTION**: Adopt Resolution No. 2019-98, directing staff to complete the SCE Combined System Impact and Facilities Study at a cost of $70,000 and execute the agreement between the entities.

GOAL:

To determine the feasibility of using SCE's existing wholesale distribution facilities for the addition of BEU's Stagecoach Substation. To provide information in order to determine building our own facilities versus leasing SCE facilities.

BACKGROUND:

BEU has a long-time relationship with SCE. This relationship is consummated via a Federal Energy Regulatory Commission (FERC) approved wholesale distribution access tariff (WDAT) including a BEU specific 10-year rate agreement. Currently in this agreement, BEU takes or pays for 46 MWs/month via three (3) – 33 kV distribution feeders. BEU made application to interconnect to a fourth SCE 33kV feeder in order to

is to determine the operational feasibility and understand the ongoing financial impact to the WDAT.

JUSTIFICATION:

SCE's has a 33 kV distribution circuit on the property of the proposed BEU Stagecoach Substation near the corner of east Theodore and Hargrave Streets. Since BEU and SCE have the WDAT agreement in place, it seems reasonable and efficient to consider this option as opposed to extending BEU's 34.5 kV system to serve the proposed substation.



In order to consider SCE's service, BEU made application in April as outlined in the WDAT. In turn, SCE needs to study the impact on their system and infrastructure. The cost of this study is $70,000 to be paid by BEU.

FISCAL IMPACT:

Cost of the impact study is $70,000 to be charged against the Stagecoach Substation capital improvement project.

ATTACHMENTS:

1. Resolution No. 2019-98
2. Letter of July 5th, 2019, Mr. Lawren Minor, P.E. SCE Manager of Grid Operations
3. Combined System Impact and Facilities Study Agreement

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-98

RESOLUTION 2019-98

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING BANNING ELECTRIC UTILITY TO ENTER INTO AN AGREEMENT UNDER SOUTHERN CALIFORNIA EDISON'S WHOLESALE DISTRIBUTION ACCESS TARIFF TO COMPLETE A LOAD PROJECT COMBINED SYSTEM IMPACT AND FACILITIES STUDY.

WHEREAS, the City of Banning is a general law municipality governed by elected city council members; and,

WHEREAS, City of Banning owns and operates a retail electrical energy distribution utility system (BEU) which serves load to end-use costumers in an assigned area of service; and,

WHEREAS, Southern California Edison (SCE) provides wholesale distribution access services to Banning Electric Utility under a Federal Energy Regulatory Commission approved tariff (aka WDAT) which includes specific terms to BEU; and,

WHEREAS, BEU made application for additional distribution service according to the terms of the WDAT in order to serve the proposed BEU Stagecoach Substation; and,

WHEREAS, SCE agreed to complete a load project combined system impact and facilities study at a cost of $70,000 to BEU.

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

SECTION 1. Adopts Resolution, authorizing the city manager or electric utility director to complete the Combined System Impact and Facilities Study between BEU and SCE at the cost of $70,000.

SECTION 2. Directs the city manager or electric utility director to execute the agreement and transact all business necessary to complete the study.

SECTION 3. Authorizes the financial staff to make the necessary budget adjustments and provisions to complete the transaction as presented.

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

PASSED, APPROVED, AND ADOPTED this 27th day of August 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 2019-98, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Letter of July 5, 2019
Mr. Lawren Minor, P.E.
SCE Manager of Grid Operations

Lawren H. Minor
Manager, Grid Interconnection
& Contract Development

July 5, 2019

Mr. Tom Miller
Electric Utility Director
Banning Electric Utility
176 E. Lincoln Street
Banning, CA 92222

Re: Banning Electric Utility WDAT Load Project Combined System Impact and Facilities Study Agreement

Dear Mr. Miller:

Attached for execution on behalf of Banning Electric Utility, ("BEU") are two original copies of the subject agreement. The agreement provide the terms and conditions necessary for SCE to perform a Combined System Impact and Facilities Study to removal all load from the existing Banning Substation, relocate approximately 4 MW of existing load to a newly constructed BEU-owned substation, and retire the existing Alola Substation, pursuant to SCE's WDAT and for BEU to pay SCE to perform the study.

The estimated cost to perform the combined System Impact and Facilities Study is $70,000. Please sign both copies of the agreement and return one copy to me with the $70,000 payment by August 5, 2019. If you have any questions, or require further information, please contact me at (626) 302-8734.

Thank you,

Lawren H. Minor P.E.

Attachment

c: Mr. Roger Halverson (BEU)

P.O. Box 800
2244 Walnut Grove Ave
Rosemead, CA 91770
626-302-8734 FAX 28734
Fax 626-302-1152
Lawren.Minor@sce.com

bc: Travon Dent
Gary Holdsworth
Lawren H. Minor w/Attachment
File: WDT1626

ATTACHMENT 3

Combined System Impact and Facilities Study Agreement

THE CITY OF BANNING, BANNING ELECTRIC UTILITY
SOUTHERN CALIFORNIA EDISON COMPANY
WHOLESALE DISTRIBUTION ACCESS TARIFF
BANNING ELECTRIC UTILITY LOAD PROJECT

COMBINED SYSTEM IMPACT AND FACILITIES STUDY AGREEMENT

1. **Summary**: The City of Banning, Banning Electric Utility ("BEU") applied to Southern California Edison Company ("SCE") for Distribution Service under the terms of SCE's Wholesale Distribution Access Tariff ("WDAT"). BEU proposes to; 1) remove all load, estimated at 4 MW from the existing City of Banning owned Banning Substation, currently fed from a City of Banning dedicated, SCE-owned 33 kV line out of Banning Substation, 2) relocate the 4 MW of load to a newly constructed BEU-owned substation, to be located near the corner of Hargrave Street and Indian School Lane in the City of Banning, California, 3) retire the existing Alola Substation, (the "Project"). BEU has requested SCE to provide interconnection and Distribution Service pursuant to the WDAT from the ISO Grid to the proposed new interconnection in the vicinity of the Project. Upon review of the Completed Application, SCE has concluded that a System Impact Study is required to determine the adequacy of SCE's electrical system, including, but not limited to, that portion of SCE's electrical system that is part of the ISO Grid, required to provide Distribution Service to the Project. In addition, a Facilities Study will be required to determine required Direct Assignment Facilities, any Distribution System Upgrades and any other required modifications or additions needed to accommodate the Project. Accordingly, SCE and BEU desire to enter into this Combined System Impact and Facilities Study Agreement ("Agreement") providing the terms and conditions for SCE to perform a Combined System Impact and Facilities Study ("Study").
2. **Definitions**: All terms with initial capitalization not otherwise defined herein shall have the meanings assigned to them in SCE's WDAT.
3. **Scope**: The Study will include the following:
   a. A determination of whether modifications are needed to SCE's Distribution System and/or that portion of SCE's electrical system that is part of the ISO Grid

such that (1) the Project can be interconnected to SCE's Distribution System, in accordance with the schedule listed below, and (2) Distribution Service for the delivery of energy from the ISO Grid through SCE's Distribution System to the Project can commence on January 1, 2020.

Load Schedule

Year	Maximum Demand, kW
2020	3,000
2021	3,000
2022	3,000
2023	4,000
2024	4,000

b. Study conditions and assumptions.

c. Load flow analysis.

d. A general description of Direct Assignment Facilities, Distribution System Upgrades, and any other additions, modifications or other facilities on SCE's Distribution System, including that portion of SCE's electrical system which is part of the ISO Grid, which are required to provide the requested service.

e. An estimate of (i) the cost of Direct Assignment Facilities to be charged to BEU, (ii) BEU's appropriate share of the cost of any required system upgrades, and (iii) the time required to complete construction of such Direct Assignment Facilities and system upgrades and initiate the requested service. The Study will include a list of major equipment required for the requested service. The cost estimate will include an estimate of additional facilities cost (capital cost of the facilities) and one-time costs (expenses not capitalized) which are required to be paid in advance by BEU.

4. **Basis for Study**: In its determination of the adequacy of SCE's Distribution System to accommodate BEU's request, SCE will exclude from capacity proposed to be made available to BEU, capacity to meet (i) its existing contractual obligations, (ii) previous obligations under the terms of the WDAT, (iii) previously pending WDAT applications, if any, and (iv) any other pending interconnection applications.

5. **Assumptions**: The Study will be based on the following assumptions:

   a. BEU is or will be an Eligible Customer under the WDAT with respect to the Project.

b. BEU will remove all existing load from the Alola Substation.

c. BEU will transfer all load from Alola Substation to the new interconnection.

d. SCE will design and construct all necessary Interconnection Facilities and Distribution Upgrades to accommodate the Project.

e. BEU will connect a maximum of 4,000 KW of Wholesale Distribution Load to the new interconnection

f. The maximum amount of Distribution Service requested by BEU is as listed in the Load Schedule in Section 3(a), above.

g. A BEU requested in-service date of January 1, 2020; however, such assumption shall be subject to change after Study results, permitting requirements, design, land issues and material lead times become available, so that a more accurate determination can be made.

h. Distribution Service will be provided from the ISO Grid through SCE's Distribution System to the new Wholesale Distribution Load point of interconnection, on or near (as determined by SCE), the corner of Hargrave Street and Indian School Lane in Banning, California.

i. The technical data supplied by BEU for this Project are accurate and complete.

j. Projects with interconnection applications preceding BEU are assumed in-service; however, potential system enhancements or modifications resulting from such projects, if any, are not assumed.

6. **Time Required for Completion**: SCE will use due diligence to complete the Study within one hundred twenty (120) calendar days following receipt of a fully executed copy of this Agreement and payment pursuant to Sections 12 and 16 of this Agreement.

7. **Additional Time For Completion**: At any time that SCE determines that the Study cannot be completed within one hundred twenty (120) calendar days in accordance with Section 6 of this Agreement, SCE shall notify BEU and provide an estimated completion date, along with an explanation of the reasons why additional time is required to complete the Study.

8. **Exchange of Information**: SCE and BEU shall confer with one another as necessary to exchange information that will provide for the most accurate analysis possible with the information available at the time the Study is performed.
9. **Third Party Review**: The Study results will not reflect any review or analysis by any third party. If BEU elects to proceed with the application process, in order to determine the potential impact to any third party's electrical system, SCE will provide a copy of the Study results and related work papers to the ISO and SCE may provide a copy of the Study results to the Western Electricity Coordinating Council ("WECC"), and any transmission owner potentially impacted by the requested service. Requests for review and input from other potentially impacted transmission owners may arrive at any time prior to interconnection.
10. **Results Based on Information Available at Time of Study**: Substantial portions of technical data and assumptions used to perform the Study, including by way of example and without limitation, system conditions, existing and planned generation, and unit modeling, may change after SCE provides the Study results to BEU. Study results will reflect available data at the time SCE provides the Study to BEU. Additionally, Study results will reflect the ISO Tariff, rules and protocols in effect at the time SCE provides the Study to BEU. Such Tariff, rules and protocols are subject to change. SCE shall not be responsible for any additional costs (including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes) that may be incurred by BEU as a result of changes in such data, assumptions, or the ISO Tariff, rules and protocols which occur following provision of this Study.
11. **New Study at BEU's Costs**: In the event that a new study or revised Study is required to reflect changes which occur following provision of this Study, and BEU wishes to proceed with the application for interconnection, then BEU shall either enter into a separate agreement providing that it shall reimburse SCE for the costs of such new study or revised Study, or withdraw its application.
12. **Payment**: BEU shall pay the full cost for SCE to perform the Study as follows:
    a. BEU shall reimburse SCE for SCE's cost of performing the Study; provided, however, that BEU shall not be required to reimburse SCE for amounts in excess of $70,000, except as provided in Section 13 of this Agreement.

b. BEU shall advance to SCE $70,000 for the Study upon execution of this Agreement.

c. SCE shall refund to BEU, without interest, any amounts received by SCE which exceed the cost of the Study, even if terminated pursuant to Section 13 or Section 15 herein.

13. **Increased Costs**: If at any time SCE determines that the Study is expected to cost more than $70,000, SCE shall notify BEU and provide an estimate of any additional costs. Upon receipt of such notice, BEU shall either: (i) request that SCE terminate the Study; or (ii) provide a written request to SCE that SCE continue the Study and agree to pay any additional costs to SCE. SCE shall be under no obligation to incur costs in excess of $70,000, unless and until it receives notice pursuant to this Section 13 and agreement from BEU to pay costs in excess of $70,000.

14. **Records and Accounts**: SCE shall maintain records and accounts of all costs incurred in performing the Study in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor burden costs, materials and supplies, outside services, and administrative and general expenses. BEU shall have the right, upon reasonable notice, within a reasonable time at SCE's offices and at its own expense, to audit SCE's records as necessary and as appropriate in order to verify costs incurred by SCE. Any audit requested by BEU shall be completed, and written notice of any audit dispute provided to SCE's representative, within one hundred eighty (180) calendar days following receipt by BEU of SCE's notification of the final Study costs.

15. **Termination Upon Demand**: BEU may demand that SCE terminate the Study at any time. Immediately following receipt of such written request of termination from BEU, SCE shall terminate the Study as requested. In such case, BEU shall reimburse SCE only for costs actually incurred or irrevocably committed to be incurred for the performance of the terminated Study. If BEU so requests in its notice of termination, SCE will submit to BEU the results of the incomplete Study in a report including assumptions, load flows and calculations available at the time SCE receives BEU's termination notice.

16. **Signature Clause**: This Agreement shall become effective on the date the fully executed Agreement and payment pursuant to Section 12 are received by SCE. If SCE does not receive the fully executed Agreement and payment within fifteen (15) calendar days of BEU's receipt, then the offer reflected in this Agreement will expire and this Agreement will be of no effect.

SOUTHERN CALIFORNIA EDISON COMPANY

By:_____

Name: Gary J. Holdsworth

Title: Manager, Grid Interconnections

THE CITY OF BANNING, BANNING ELECTRIC UTILITY

By:_____

Name:

Title:

ACCEPTED AND AGREED to this _____day of____, 2019

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Doug Schulze, City Manager**

PREPARED BY: **Tom Miller, Electric Utility Director**
Carla Young, Business Support Manager

MEETING DATE: **August 27, 2019**

SUBJECT: **Resolution 2019-SATEC – Data Analytics Installation and Implementation**

RECOMMENDED ACTION:

Adopt City Resolution Number 2019-SATEC:

- Approving the expenditure of funds from the Electric Improvement Fund in the amount not to exceed $109,975 for Data Analytics software platform, Professional services, Cloud Services provided by SATEC, and annual maintenance support as set forth in SATEC Pricing Summary Quote #00003037
- Approving a ten percent (10%) contingency to the AMR/AMI Smart Grid Project not to exceed $3,000,000 in total with project and contingency.
- Authorize City Manager and the Banning Electric Utility director to negotiate a Professional Services Agreement and all related documents between the City, on behalf of Banning Electric Utility, and SATEC Power Solutions.

GOAL STATEMENT:

The primary purpose of installing automated meter readers was to gather detailed users' consumption data in order to develop and design rates for all classes of service. As part of the AMI phase, the integration of data analytical software will enable the electric utility interface needed to store, manipulate and analyze this data. Adding the data analytics software will maximize the features and benefits provided by automated meter reading.

COMMITTEE RECOMMENDATION: None.

BACKGROUND:

In June of 2016, City staff presented, discussed, and the City Council adopted, Resolution 2016-29 for $2,350,000, authorizing software modifications and the purchasing of meters and lock rings for implementation of a "Smart Grid Project." The staff report provided background and justification for the automated meter reading Project, including improved customer service, real-time data, rate design and development, theft and outage detection, and remote connection and disconnection of electrical energy services.

To date, all but four original residential meters and approximately 90 commercial account locations have been replaced. Staff have been replacing the meters in conjunction with customers' billing cycles for ease of billing. Staff is working with the remaining residential and commercial customers to come to mutual agreeable terms for these remaining installations.

In October of 2018, City staff presented, discussed and the City Council adopted, Resolution 2018-129 authorizing the Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) phase of the "Smart Grid Project" in the amount of $450,000. With this phase approved, staff began negotiation of the Master Sales Agreement and Scope of Work with Itron. During this time, staff was informed of SATEC Data Analytics software package and determined the additional customer service, utility billing and engineering benefits would be a better option for the data analytics needs of the Electric Utility. The implementation of using SATEC Data Analytics will enable Electric Utility Staff to maximize these available benefits and features while the infrastructure deployment is being finalized with Itron. The cost of the Itron agreement would be reduced to approximately $366,800. The additional cost of SATEC would be $109,975.

In addition to the previously approved analytics items offered by Itron, SATEC Data Analytics will allow Utility Customers to access real time usage data from a downloadable application on any smart device. Staff will also be able to customize and prioritize reports on demand as opposed to requesting reports and awaiting delivery. Furthermore, staff will be able to utilize most of the improved features at the implementation of the data analytics software rather than wait for full deployment of the AMI infrastructure.

JUSTIFICATION:

- Follow-through: finishing the objective of building a two-way metering communication system that provides operational efficiencies
- Meter reading efficiency: using all the features of the technology for the benefit of the system
- System engineering: efficient distribution system design and cost effective investment
- System operations: effective operation of the distribution system and outage management
- Customer Service: COB Utility customer usage data through downloadable application.

- On-Demand Reporting: real time on-demand report and data manipulation availability

FISCAL IMPACT:

The cost of the data analytics software will be approximately $109,975. This will be an additional $26,769 to the $450,000 previously approved for the advanced metering infrastructure. (Resolution 2018-129 for $450,000.) The funds will be drawn from the Electric Improvement Fund.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-SATEC
2. Pricing Summary (SATEC #100003037)
3. Professional Services Agreement

Approved by:

Doug Schulze
City Manager

ATTACHMENT 1
Resolution 2019-SATEC

RESOLUTION 2019-SATEC

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF DATA ANALYTICS SOFTWARE FROM SATEC POWER SOLUTIONS, IN AN AMOUNT NOT TO EXCEED $109,975, WITH A CONTINGENCY FOR THE ENTIRE AMR/AMI SMART GRID PROJECT NOT TO EXCEED $3,000,000 FOR PROJECT AND CONTINGENCY AND THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES, CLOUD SERVICES AND ANNUAL MAINTENANCE AND SUPPORT.

WHEREAS, the City of Banning (City) owns and operates an electric utility known as the Banning Electric Utility (Utility); and,

WHEREAS, the purpose of the Utility is to provide electric power generation and electrical energy procurement, transmission and delivery of electrical energy, retail electrical energy distribution, metering, customer billing and energy efficiency services; and,

WHEREAS, the features and benefits of automated meter reading, including the provision of improved customer service, real-time data, rate development and design, theft and outage detection, remote connect and disconnect operations, and other system operations and activities; and,

WHEREAS, on June 28, 2016, the City Council adopted Resolution 2016-29 authorizing the expenditure of $2,350,000 for required software modifications and purchase of smart meters and locking rings related to the smart grid project; and,

WHEREAS, on October 9, 2018, the City Council adopted Resolution 2018-129 authorizing the expenditure of $450,000 for the Automated Meter Reading and Advanced Metering Infrastructure phase of the "Smart Grid Project"; and,

WHEREAS, the Utility has determined SATEC Data Analytics is a full service software as well as a meter data management system that offers flexibility better suited to the needs of the Utility and its customers than the Itron customized modules.

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

SECTION 1. Adopts Resolution authorizing the expenditure of an amount not to exceed $109,975 for the purchase of Data Analytics software platform, Professional services, Cloud Services provided by SATEC, and annual maintenance support, as set forth in SATEC Pricing Summary Quote #00003037.

SECTION 2. Authorizes a ten percent (10%) contingency to the AMR/AMI Smart Grid Project not to exceed $3,000,000 in total with project and contingency.

SECTION 3. Directs the city manager or electric utility director to execute the professional services agreement and transact all business necessary to complete the agreement.

SECTION 4. Authorizes the financial staff to make the necessary budget adjustments and provisions to complete the transaction as presented.

SECTION 5. Authorizes the City Clerk to certify the adoption of this resolution and shall cause a certified resolution to be filed in the book or original resolutions.

PASSED, APPROVED AND ADOPTED this 27th day of August, 2019.

_____

Arthur L. Welch, Mayor
City of Banning, California

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-SATEC, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of August, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Pricing Summary
(SATEC # 100003037)

ENERGY MANAGEMENT SOLUTIONS

Proposal and Payment Schedule

SATEC
Powerful Solutions

Quote Number	00003037	Created Date	4/15/2019
Quote Name	City of Banning - exp		
Bill To Name	City of Banning	Ship To Name	City of Banning
Bill To	176 E. Lincoln St Banning, CA 92220-0998 United States	Ship To	176 E. Lincoln St Banning, CA 92220-0998 United States

Product	Custom Description	Quantity	Sales Price	Subtotal	Total Price
XPC-SET	Part # XPC-SET Complete set-up, configuration & integration	1.00	$30,000.00	$30,000.00	$30,000.00
Non-Inventory	SATEC Analytics for US Utilities, Electric - $.45/per point x 13,500/points x 12/months	13,500.00	$5.40	$72,900.00	$72,900.00

Subtotal	$102,900.00
Total Price	$102,900.00
Subtotal Incl. Tax	$109,974.30
Grand Total	$109,974.30

Prepared By	Esli Latorre
Email	elatorre@satecinc.com
Company Address	10 Milltown Court Union, New Jersey 07083 United States

Payment Schedule: City of Banning – 3 Year Term (Dates TBD)

XPC-SET = Payment due upon service agreement signature. This one time charge is for system integration and configuration.

SATEC Analytics for US Utilities = Will be invoiced quarterly or yearly in advance. Please choose frequency of invoicing. First invoice will be released upon "First usable stream of data transfer".

ATTACHMENT 3

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT (C00###)
FOR DATA ANALYTICS SOFTWARE

By and Between

THE CITY OF BANNING

and

SATEC, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES (C00###) FOR DATA ANALYTICS SOFTWARE BY AND BETWEEN CITY OF BANNING AND SATEC, INC.

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 **SATEC, Inc., a New Jersey 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 the data analytics software prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal 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 data analytics software prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in

performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies

and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Nine Thousand Nine Hundred Seventy-Five ($109,975.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed

invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance

(Exhibit "D"). 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:

$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 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, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under

this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized

aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder

unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, City Manager — Date

ATTEST:

Daryl Betancur, Deputy City Clerk — Date

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., City Attorney — Date

CONSULTANT

NAME: TITLE: — DATE

NAME: TITLE: — DATE

Tax ID No.

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following services in connection with providing data analytics software installation and implementation for AMI

A. Project Management

i. Administer the project from the start date to include documentation on City of Banning site-specific enhancements to eXpertpower (e.g., custom reports)

ii. Establish and maintain project schedule, facilitate project kickoff and participate in joint meetings with Itron on transferring of data between Itron's AMI system and eXpertpower.

iii. Facilitate transition to support at end of project

B. Technical Consulting

i. Provide COB technical consulting and services during Kickoff/COB installation and configuration

ii. Provide remote technical support throughout the project for questions/direction as needed.

iii. Build project documentation, handouts & deliverables

iv. Confirm system readiness for Go Live checklist

v. Verify operational readiness prior to Go Live

C. Project Implementation

i. Develop and test services or multi-speak interface(s) between eXpertpower and Itron's OpenWay system

ii. Store interval data/register reads (all estimates will be made by EXP "VEE" is not available at this time)

iii. Add functionality to eXpertpower to aggregate meters by class, cycle, route, etc.

iv. Perform distribution transformer analysis

v. Provide functionality within eXpertpower to remotely connect/disconnect electric meters using web services (any hardware required is not included)

vi. Add functionality to eXpertpower to store customer/meter information (not to include customer specific information (eg. personally identifiable information)

vii. Capture outage information from OpenWay and display it in Google Maps

viii. Create a meter map with alerts and alarm features

ix.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Data Analytics Software Package

B. Project documentation

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City appraised through periodic status reports regarding the performance of the services under this Agreement by the following means:

A. In-person meetings.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A. Esli Tedino, Product Manager

B. Joseph Ruggeri, Area VP

C. Eric Lambert,

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

TASK	DESCRIPTION	SUB-BUDGET
1.	XPC-SET complete set up, configuration and integration	$30,000.00
2.	SATEC Analytics for US Utilities: Electric $.45/per point x 13,500 points x 12 months	$72,900.00
3.	Tax	$7,074.38
	TOTAL	**$109,975.38**

~~**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.**~~ **NOT APPLICABLE**

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 materials and equipment properly charged to the services.

B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

C. 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 $109,975.38 as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all items are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

XPC – SET	$30,000
SATEC Analytics for US Utilities: Electric 13,500 endpoints	$72,900

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. December 31, 2021

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2**

CITY OF BANNING
CITY COUNCIL REPORT

TO: City Council

FROM: Douglas Schulze, City Manager

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

MEETING DATE: August 27, 2019

SUBJECT: **Adopt Resolution No. 2019-106, Awarding a Construction Agreement for Project No 2014-16, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" to Hardy & Harper, Inc. of Santa Ana, CA (STPL 5214 (011)) in the amount of $239,000, establishing a total project budget of $262,900, which includes a 10% contingency and rejecting all other bids**

RECOMMENDATION:

The City Council adopt Resolution No. 2019-106, approving the following:

1. Awarding a Construction Agreement for the Ramsey Street Rehabilitation Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" ("Project") to Hardy & Harper Inc. of Santa Ana, California in the amount of $239,000 and a 10% contingency in the amount of $23,900 for a total project budget of $262,900 and rejecting all other bids.

2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for the Project and to approve Change Orders within the 10% contingency.

3. Authorizing the City Manager or his designee to execute the Construction Agreement with Hardy & Harper Inc. of Santa Ana, CA.

4. Authorizing the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

BACKGROUND:

In March of 2013, the Riverside County Transportation Commission (RCTC) announced a call for applications for grants for Federal Surface Transportation Program (STP) projects that included road rehabilitation and reconstruction projects. Approximately $12.5 million in grant funds was made available for Riverside County agencies. STP grants are not guaranteed, and are distributed on a competitive basis to the highest scoring applications submitted. Staff submitted a grant application to RCTC in 2013 for the Project, and subsequently was awarded a grant of $181,893.

Since the project is federally funded, all federal and state environmental regulations (NEPA and CEQA) had to be met, along with the preparation of numerous reports (e.g. cultural resources study and Preliminary Environmental Study forms). This required a substantial amount of time to prepare the documents required by Caltrans in order to obtain their approval.

STP is administered by Caltrans with whom a Master Agreement (No. 08-5214F15) was executed with the City of Banning on December 16, 2016. Project specific Supplemental Agreements must be executed by the grantee prior to the disbursement of grant funds. The City Council approved Resolution No. 2019-14 accepting the STP Grant in the amount of $181,893 and approving the execution of a Supplemental Agreement on February 12, 2019.

Public Works staff prepared specifications for the Project which includes the following scope of work: grinding the entire width of Ramsey Street, crack sealing, asphalt concrete (A.C.) overlay, removal and reconstruction of one handicap ramp, adjusting manholes and water valve covers to grade, striping and signage, traffic control, and cleaning of the job site, within the project limits and in accordance with City of Banning and Caltrans Standard Specifications.

A Notice Inviting to Bid for the Project was advertised in the Press Enterprise on June 26, 2019 and July 3, 2019 (shown as Attachment No. 2) and posted on PlanetBids on June 25, 2019. In response to these efforts, seven (7) bids were received and publicly opened on July 25, 2019 (a Caltrans requirement) with the following results:

Companies	Bid Amount
1) Hardy and Harper, Inc.	$239,000
2) Onyx Paving Company Inc.	$276,000
3) Vance Corporation	$289,678
4) All American Asphalt	$294,700
5) Matich Corporation	$302,980
6) LC Paving & Sealing, Inc.	$362,798
7) AID Builders	$514,300

The apparent low bidder, Hardy & Harper, Inc. has successfully performed similar work with the City in the past. Purchasing staff has conducted reference checks on

Hardy & Harper, 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, Hardy & Harper, Inc. of Santa Ana, California, in the amount of $239,000. A copy of the bid schedule for the lowest bid can be found in Attachment No.3.

If awarded, staff anticipates the work to commence early October, 2019 and to be completed within fifty (50) working days or approximately three (3) months from the issuance of a Notice to Proceed.

The project limits are shown in the location map attached hereto as Attachment No.4. As part of the Agreement, Caltrans will reimburse the City for $181,893 for work during the construction phase, the amount of the Federal STP grant.

JUSTIFICATION:

Harper & Hardy Inc. is the lowest responsive and responsible bidder to construct Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" ("Project").

FISCAL IMPACT:

The Construction Agreement with Harper $ Hardy Inc. is for an amount of $239,000 with a 10% contingency of $23,900 for a total project budget amount of $262,900. $181,893 was awarded as STP grant funding and will be reimbursed to the City after the completion of the project. The remaining funds of $81,007 will be funded with Measure A funds.

ALTERNATIVE:

Reject Attached Resolution. If rejected the City will lose the STP grant funds.

ATTACHMENTS:

1. Resolution No. 2019-106
2. Proof of Advertisement, Press Enterprise
3. Hardy & Harper, Inc. Bid Schedule
4. Project Location Map

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1
Resolution No. 2019-XX

RESOLUTION 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION AGREEMENT FOR PROJECT NO. 2014-16, "RAMSEY STREET PAVEMENT REHABILITATION, HARGRAVE STREET TO WEST OF HATHAWAY STREET" TO HARDY & HARPER, INC. OF SANTA ANA, CALIFORNIA IN THE AMOUNT OF $239,000, ESTABLISHING A TOTAL PROJECT BUDGET OF $262,900 AND REJECTING ALL OTHER BIDS

WHEREAS, the Surface Transportation Program (STP) was first established as one of the primary funding sources under the Federal Transportation Act of 1991 and the current Transportation Act, "Moving Ahead for Progress in the 21St Century" (MAP-21) was signed into law in July of 2012 and is administered by the Riverside County Transportation Commission (RCTC) and State of California Department of Transportation (Caltrans); and

WHEREAS, in March of 2013, the RCTC announced a call for applications for grants for Federal Surface Transportation Program projects that included road rehabilitation and reconstruction projects and Public Works Department staff submitted a grant application to RCTC in 2013 for the Ramsey Street Rehabilitation Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" ("Project") and subsequently was awarded a grant of $181,893; and

WHEREAS, the funding is administered by Caltrans with whom a Master Agreement (No. 08-5214F15) was executed with the City of Banning on December 16, 2016 and the City Council approved Resolution No. 2019-14 accepting the Federal Surface Transportation Program (STP) Grant in the amount of $181,893 and approving the execution of a Supplemental Agreement on February 12, 2019; and

WHEREAS, the Scope of Work for the project includes: grinding the entire width of Ramsey Street, crack sealing, asphalt concrete (A.C.) overlay, removal and reconstruction of one handicap ramp, adjusting manholes and water valve covers to grade, striping and signage, traffic control, and cleaning of the job site, within the project limits and in accordance with City of Banning and Caltrans Standard Specifications; and

WHEREAS, on June 26 and July 3, 2019 Purchasing Division staff advertised a Notice Inviting Bids for the Project in the Press Enterprise and posted it on PlanetBids and received seven (7) responsive bids; and

WHEREAS, Hardy & Harper, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, the Construction Agreement for Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" ("Project") STPL-5214(011) will be funded by STP funds in the amount of $181,893 and Measure A funds

in the amount of $81,007 for a total project not to exceed budget of $262,900, which includes a 10% contingency.

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, approving the Construction Agreement with Hardy & Harper, Inc. of Santa Ana, California in the amount of $239,000 for Project No. Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" STPL-5214(011) and a 10% contingency in the amount of $23,900 for a total project budget of $262,900 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. Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street" and to approve change orders within the 10% contingency.

SECTION 4. The City Manager is authorized to execute the Construction Agreement with Hardy & Harper, Inc. of Santa Ana, California for Project No. Project No. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street".

SECTION 5. The City Clerk is authorized to certify 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 27th day of August 2019.

_____
Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Daryl Betancur, Deputy City Clerk

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 27th of August, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

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

ATTACHMENT 2

Press Enterprise
Proof of Advertisement

Advertising Order Confirmation

The Press Enterprise

Ad Order Number	Customer	Payor Customer	PO Number
0011285345	BANNING, CITY OF	BANNING, CITY OF	
Sales Representative	**Customer Account**	**Payor Account**	**Ordered By**
Nick Eller	5209534	5209534	Shiloh Rogers
Order Taker	**Customer Address**	**Payor Address**	**Customer Fax**
Nick Eller	99 E RAMSEY ST BANNING, CA 92220	99 E RAMSEY ST BANNING, CA 92220	
Order Source	**Customer Phone**	**Payor Phone**	**Customer EMail**
Select Source	951-922-3130	951-922-3130	repfinanceap@banningca.gov
Current Queue	**Invoice Text**		
Ready			

Tear Sheets	Affidavits	Blind Box	Materials	Promo Type	Special Pricing
0	0				

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0011285345-01	3 X 17 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

CITY OF BANNING Public Project Advertisement

IFB No. 19-038 - Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street

Sealed Bids due at Banning City Hall, 99 E. Ramsey St. Banning CA 92220, BEFORE 10:00am Local time on 07/25/2019

Public Bid openning will occur at City Hall immediately following the bid event time

Visit the City's online bidding website for bid documents, inquiries, details, and instructions at: http://www.planetbids.com/portal/portal.cfm?CompanyID=33077
6/26, 7/03

Product	Requested Placement	Requested Position	Run Dates	# Inserts
PE Riverside:Full Run	Legals CLS	City Notices - 1076~	06/26/19, 07/03/19	2

Order Charges:

Net Amount	Tax Amount	Total Amount	Payment Amount	**Amount Due**
107.10	0.00	107.10	0.00	**$107.10**

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".

ATTACHMENT 3

Hardy & Harper Inc.

Bid Schedule

BID SCHEDULE (on Two pages)

PROJECT NO. 2014-06, "Ramsey Street Pavement Rehabilitation, Hargrave Street to West of Hathaway Street"

ITEM NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	PERMITS, LICENSES AND MOBILIZATION	L.S.	L.S.	9,500.00	9,500.00
2.	TRAFFIC CONTROL, INCLUDES TRAFFIC CONTROL PLAN	L.S.	L.S.	16,760.00	16,760.00
3.	NPDES COMPLIANCE	L.S.	L.S.	2,500.00	2,500.00
4.	CLEARING AND GRUBBING	L.S.	L.S.	8,100.00	8,100.00
5.	COLD PLANE/GRIND ENTIRE FULL WIDTH OF RAMSEY STREET AND TWO HEADERS	154,000	SQ.FT.	.16	24,640.00
6.	CRACK SEALING	100,000	SQ. FT.	.08	8,000.00
7.	REMOVAL OF ALL EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS; INSTALLATION OF NEW TRAFFIC STRIPING (WITH CORRESPONDING RAISED PAVEMENT MARKER DETAIL WITH ALL NEW NON-REFLECTORIZED AND REFLECTORIZED RAISED PAVEMENT MARKERS) AND INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR AC OVERLAY (Striping and Signage Bid Item)	L.S.	L.S.	16,250.00	16,250.00
8.	CONSTRUCT ASPHALT CONCRETE CAP (1.5" to 2.5")	2,000	TON	70.00	140,000.00

SEE NEXT PAGE

ITEM NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
9.	REMOVE AND REPLACE H.C. RAMP PER DRAWING SHOWN IN THE APPENDIX "A"	1	EA	11,000.00	11,000.00
10.	ADJUST WATER VALVE COVER TO GRADE	13	EA	150.00	1950.00
11.	ADJUST GAS VALVE CAN TO GRADE	2	EA	100.00	200.00
12.	ADJUST FIRE HYDRANT VALVE CAN TO GRADE	1	EA	100.00	100.00

TOTAL BID AMOUNT IN FIGURES: $ 239,000.00
(Bid Item No.'s 1 through 12)

TOTAL BID AMOUNT IN WORDS: Two hundred thirtynine Thousand dollars zero cents
(Bid Item No.'s 1 through 12)

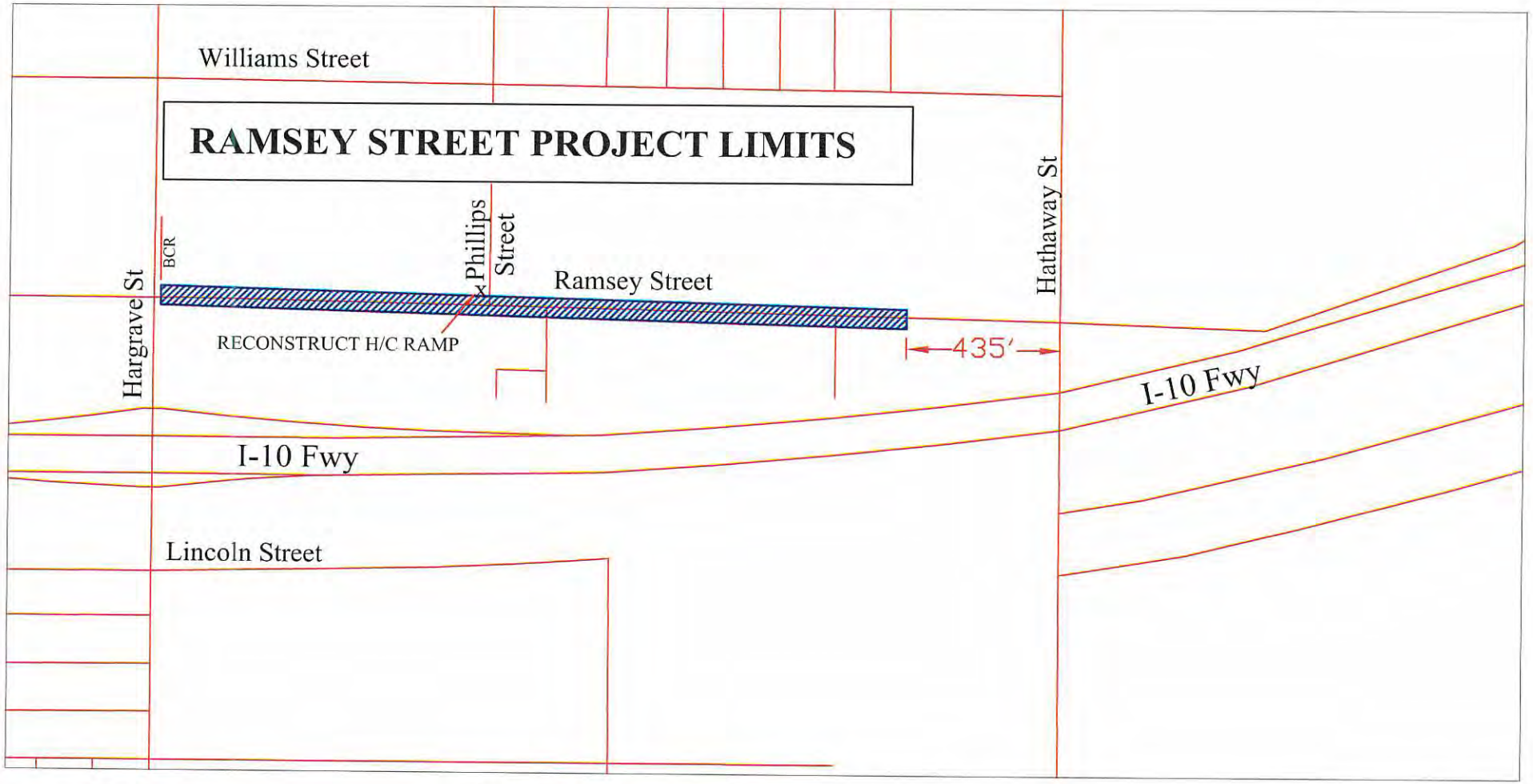
NOTE: Bidders are reminded to include all required forms with their Bid proposal in the Bid package.

ATTACHMENT 4

Project Location Map

PROJECT NO. 2014-06, "RAMSEY STREET PAVEMENT REHABILITATION HARGRAVE STREET TO WEST OF HATHAWAY STREET

1606



Project Scope:

Grind entire width, crack seal, 1 $\frac{1}{2}$" to 2 $\frac{1}{2}$" A.C. overlay, reconstruct existing h/c ramp at N/W corner of Phillips Street and Ramsey Street, striping, signage, and adjust utility covers.

N.T.S.

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Doug Schulze, City Manager**

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

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution No. 2019-104, Awarding a Professional Services Agreement to KWC Engineers, Inc. for the Design of Drainage and Street Improvements at the intersection of Ramsey Street and Sunset Avenue, in the amount the amount of $45,210, which includes a 10% contingency**

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution No. 2019-104:

1. Awarding a Professional Services Agreement for the design of drainage and street improvements at the intersection of Ramsey Street and Sunset Avenue to KWC Engineers, Inc. in the amount of $41,100 and authorizing an additional 10% contingency ($4,110) for a total amount of $45,210.

2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for the design of drainage and street improvements at the intersection of Ramsey Street and Sunset Avenue.

3. Authorizing the City Manager or his designee to execute the Professional Services Agreement with KWC Engineers, Inc. of Ontario, California in the amount of $45,210.

4. Authorizing the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Doug Schulze, City Manager**

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

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution No. 2019-104, Awarding a Professional Services Agreement to KWC Engineers, Inc. for the Design of Drainage and Street Improvements at the intersection of Ramsey Street and Sunset Avenue, in the amount the amount of $45,210, which includes a 10% contingency**

RECOMMENDED ACTION:

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1. Awarding a Professional Services Agreement for the design of drainage and street improvements at the intersection of Ramsey Street and Sunset Avenue to KWC Engineers, Inc. in the amount of $41,100 and authorizing an additional 10% contingency ($4,110) for a total amount of $45,210.

2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for the design of drainage and street improvements at the intersection of Ramsey Street and Sunset Avenue.

3. Authorizing the City Manager or his designee to execute the Professional Services Agreement with KWC Engineers, Inc. of Ontario, California in the amount of $45,210.

4. Authorizing the City Clerk to certify the adoption of this resolution and to have said resolution filed in the book of original resolutions.

BACKGROUND:

The intersection of Ramsey Street and Sunset Avenue is in need of repair to alleviate an existing grade issue. Currently, there are two large grate inlet catch basins that are below street grade at the Ramsey Street and Sunset Avenue intersection. The two catch basins create a safety hazard for vehicles and increase the City's risk exposure to property damage claims.

The Scope of Work includes development of a drainage/hydrology study, street improvement plan, signage and striping plan, storm drain improvement plan, and project estimate and specifications to alleviate the existing grade issues. The intention of this project is to improve the drainage, relocate and/or modify existing catch basins, grind and overlay the intersection, reconstruct three existing handicap ramps that are noncompliant including the preparation of necessary right of way dedication documents and the installation of new striping, within the project limits.

The detailed scope of work is outlined in Attachment 2, the Request for Proposals (RFP) and in the attached recommended consultant's proposal (Attachment 3). If approved, it is anticipated that the design work would be completed by the end of the year. It should be noted that Task 2 (Construction and Surveying Services) of the scope of work will be initiated and authorized later during the construction phase.

On March 20, 2019, staff released an Invitation for Bid (IFB), "Design of Drainage and Street Improvements at the intersection of Ramsey Street and Sunset Avenue" to seven (7) consultants on the on-call engineering list approved by City Council on April 25, 2017 under Resolution 2017-39 with proposals being due on April 18, 2019. In response to these efforts, three (3) proposal were received.

Listed below are the three (3) firms that submitted proposals in order of the total evaluation score:

CONSULTANT	TOTAL SCORE
KWC Engineers, Inc.	88
Cozad & Fox	82
Albert A. Webb	75

KWC Engineers, Inc. was ranked the highest, is a reputable qualified firm from the preapproved on-call engineering list and as a result, staff recommends the contract award to KWC Engineers, Inc in the amount of $45,210, which includes a 10% contingency.

JUSTIFICATION:

The intersection of Ramsey Street and Sunset Avenue is in need of repair to alleviate the existing grade issue caused by two existing grate inlet catch basins located within the intersection. Additionally, three existing handicap ramps need to be reconstructed to meet

ADA requirements. An engineering consultant firm is needed to prepare the Plans and Specifications so the project can be Bid out for construction.

KWC received the highest evaluation score and is on the pre-qualified vendor list for engineering design services.

FISCAL IMPACT:

The Professional Services Agreement will have a total project budget amount of $45,210, which includes a 10% contingency ($4,110) and will be funded by Measure "A" funds, Account 101-4900-431.93-16.

ALTERNATIVE:

Reject Resolution 2019-104 and provide direction to staff.

ATTACHMENTS:

1. Resolution 2019-104
2. Invitation for Bid/Request for Proposal
3. KWC Engineering, Inc. Proposal dated April 18, 2019
4. Draft Professional Services Agreement

Approved by:

Doug 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 THE DESIGN OF DRAINAGE AND STREET IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE TO KWC ENGINEERS, INC. IN THE AMOUNT OF $45,210

WHEREAS, the intersection of Ramsey Street and Sunset Ave. is in need of repair to alleviate an existing grade issue. Currently, there are two large grate inlet catch basins that are below street grade at the Ramsey Street and Sunset Avenue intersection that are in need of removal/relocation to mitigate increase safety and reduce the City's risk exposure to property damage claims; and

WHEREAS, the Scope of Work includes development of a drainage/hydrology study, street improvement plan, signage and striping plan, storm drain improvement plan, and project estimate and specifications to alleviate the existing grade issues; and

WHEREAS, on April 25, 2017 the City Council approved Resolution No. 2017-39, a preapproved list of engineering consultants that have been deemed qualified to submit proposals; and

WHEREAS, on March 20, 2019, staff released an Invitation for Bid (IFB), "Design of Drainage and Street Improvements at the intersection of Ramsey Street and Sunset Avenue" to seven (7) consultants on the on-call engineering list with proposals being due on April 18, 2019 and three (3) proposal were received: and

WHEREAS, the proposals were reviewed and based on the firms' experience in providing similar services and cost, KWC Engineers, Inc. was ranked the highest; and

WHEREAS, KWC Engineers, Inc. is a reputable qualified firm from the preapproved engineering on-call list and as a result, staff recommends the contract award to KWC Engineers, Inc. in the amount of $45,210.

WHEREAS, the expenditure will be funded by Account No. 101-4900-431.93-16.

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 for the Design of Drainage and Street Improvements at the intersection of Ramsey Street and Sunset Avenue to KWC Engineers, Inc. in the amount of $45,210 which includes a 10% contingency amount.

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 27th day of August, 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 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

Invitation for Bid/Request for Proposal

CITY OF BANNING

PUBLIC WORKS DEPARTMENT
Invitation to Bid

DESIGN OF DRAINAGE AND STREET IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE

Release Date: March 20, 2019

Due Date: April 18, 2019 (by 3:00 p.m.)

Contact Person: Holly Stuart, Management Analyst
Phone: (951) 922-3138
E-mail: hstuart@ci.banningca.gov

I. PROPOSAL

The City of Banning (City) is soliciting proposals from qualified consulting firms to provide engineering design services for the development of a drainage/hydrology study, street improvement plan, signage and striping plan, storm drain improvement plan, traffic control plan and project specifications to alleviate the existing grade issues whereby two large drain inlets are below street grade at the Ramsey Street and Sunset Avenue intersection.

The intention of this project is to improve the drainage, make catch basin improvements, remove two existing drain inlets and eliminate the grade difference at the Ramsey Street and Sunset Avenue intersection, grind and overlay the intersection, reconstruct three existing handicap ramps that are noncompliant, and install new striping, within the project limits to include a radius of 300 feet from the centerline of the Ramsey Street and Sunset Avenue intersection.

II. SCHEDULE OF EVENTS

The Invitation for Bids will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City:

Event	Date	Time
Invitation for Bids Released	March 20, 2019	N/A
Final Questions Due	April 4, 2019	Before 3:00 pm PST
Responses to Questions Released	April 11, 2019	N/A
Bids Due	April 18, 2019	Before 3:00 pm PST
Tentative City Council Meeting to Consider Awarding Contract, if applicable.	May 14, 2019	5:00 pm
Notice to Proceed (Tentative)	June 17, 2019	

III. SUBMITTAL INSTRUCTIONS

Proposals shall be accepted until April 18, 2019 at 3:00 p.m. via email:

Holly Stuart, Management Analyst – hstuart@ci.banningca.gov

All firms receiving this request for proposals have been pre-qualified as part of the On-Call Engineering Services (RFP No. 17-009) and it is not necessary to include extensive company background. Selection, will be based on price (50%) and the experience of individuals proposed to be assigned to this project (50%). The selected consultant will need to execute a standard contract with the City for professional services.

The proposal shall include a fee schedule that provides a breakdown of hourly rates and proposed classifications, including any sub-consultants as well as the proposed percentage mark-up for reimbursable expenses. Prior experience completing similar projects shall be submitted for each proposed personnel.

The proposal package shall include the described services, requirements, compensation, and schedule as organized in Exhibit's "A" through "D" of the City's standard professional services agreement. Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size which excludes index/table of contents, tables, charts and graphic exhibits. The proposal shall include among other things:

a. Proposal – The proposal shall be signed by the appropriate company executive who can bind the company in contractual services.

b. Organization and Staffing – Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work. Identify the Project Leader who will be the day-to-day contact for the services; and, other personnel assigned to perform the required work. The Consultant will provide personnel to act independently in accomplishing work for the City.

   Project Schedule – Provide a tentative project schedule for the Scope of Work (Task 1 only) from start to completion. A project schedule is only needed for the Engineering/ Survey Design Services, Task 1 of this Proposal. The construction phase, Task 2 will take place next Fiscal Year.

c. Proposed Fee Schedule – Provide a statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses.

d. Suggested Task Breakdown:

   Task 1. Engineering/Survey Design Services
   1.1 Project Administration and Coordination
   1.2 Utility Documentation and Research

1.3 Potholing
1.4 Drainage/Hydrology Study
1.5 Preliminary Design and Draft Drainage Study (60% Design)
1.6 Detailed Design (90% Design)
1.7 Traffic Control Plan
1.8 Final PS&E (100% Design), Assistance During Bidding

Task 2. Construction and Survey Services
2.1 Construction Surveying and Staking, Pre-construction Meeting, Answer RFIs
2.2 As-Built Preparation

Task 3. Optional Task
3.1 Right of Way Dedications and Property Research
3.2 Addition Services

IV. SCOPE OF WORK

The project scope includes preparing a drainage/hydrology study of the intersection and 300-foot radius ("project area"); storm drain improvement plan; and street improvement (including grind and A.C. overlay, reconstructing three handicap ramps, signage, striping and traffic control plans) plans. Also, include the preparation of Plans, Specifications and final construction Cost Estimates. Any new Catch Basins must be equipped with a full capture Trash Device approved by the Public Works Director to meet the Trash Amendments requirements. A Traffic Control Plan shall also be prepared. Coordination with Caltrans shall be needed to obtain their approval for traffic detours and disruptions to the Sunset Ave/I-10 interchange. The consultant shall be responsible for coordinating efforts to obtain Caltrans approval on the Traffic Control Plans. The Specifications shall include the Cost Estimates, Technical Specifications, Bid Schedule and Special Provisions given by the Public Works Dept. Right of Way dedications for the three noncompliant handicap ramps may be required, as an Optional Task. Coordination with all of the utility companies and meetings will also be required. Construction surveying and staking, As-Built drawing preparation and response to RFIs shall also be required.

The following Scope of Work tasks must be listed and addressed on the proposal submitted to the City:

TASK 1. ENGINEERING/SURVEY DESIGN SERVICES

1.1 PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting
Upon receipt of a written Notice to Proceed from the City of Banning, consultant shall conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task and subtasks, deliverables, milestones, critical path designation and a schedule for progress meetings. A field meeting will occur at the kickoff meeting.

Project Milestone/Monthly Meetings

Consultant shall prepare a project execution schedule with major milestones to the City of Banning for approval. Consultant shall prepare regular progress reports and meeting Agendas and Minutes for the City of Banning staff each month. Assume that a minimum of 6 meetings (kick-off meeting, 3 monthly meetings, final submittal meeting and preconstruction meeting) will occur during the entire design phase of the project and include this in the Schedule and Fee Schedule.

1.2 UTILITY DOCUMENATION AND UTILITY RESEARCH

Consultant shall conduct thorough research to obtain all available utility documents within the project area. Consultant shall be responsible for researching all applicable agency and utility company records. Consultant shall conduct field research to collect visible information of the project area. Consultant shall be responsible for preparing a complete list of all underground (U/G) and aboveground (A/G) utilities and facilities in the project area.

1.3 POTHOLING

Consultant shall be responsible for developing a potholing plan for locating and profiling existing U/G utilities of the Ramsey Street and Sunset Avenue intersection and within project limits, and upon approval by the City of Banning, will be responsible for conducting the required potholing. Consultant shall submit Potholing Report describing all findings in PDF format electronically sent to City staff. For the purpose of providing a Fee for this scope, the consultant shall assume that there will be 8 pothole locations at a depth of 5 feet.

1.4 DRAINAGE/HYDROLOGY STUDY

A licensed Professional Engineer shall prepare a drainage/hydrology study for the project limits and provide recommendations to alleviate the existing conditions and use RCFCD standards to determine storm drain improvements design criteria.

1.5 PRELIMINARY DESIGN AND DRAFT DRAINAGE STUDY (60% DESIGN)

Upon completing record document research, field data collection, surveying and potholing, the Consultant shall compile all gathered information and prepare three (3) sets of plans on 24 X 36-inch paper and electronically for City staff to review and shall discuss at the monthly progress meeting. All associated plans for the project, including Storm Drain and Street Improvements, Traffic Control during construction, and Signage and Striping will be submitted at this stage, along with the Draft Drainage Study. A licensed Professional Engineer shall prepare all plans and it shall be using a 1" =20' scale. After the comments have been incorporated and the conceptual design and drainage study are approved by the City of Banning, the Consultant shall proceed with the detailed 90% design. Preliminary design for this Task shall include Construction Notes and associated quantities on

the Title page and the recommended storm drain appurtenances (plan & profile) and any proposed connections.

1.6 DETAILED DESIGN (90% DESIGN)

With preliminary design review comments incorporated from the City of Banning, Consultant shall prepare detailed design Plans, Specifications & Estimates (PS & E) for all of the proposed improvements. Plans shall be prepared using computer aided design software (AutoCAD) and shall be printed on size 24x36 paper. Final plan submittal shall be signed by a California Registered Professional Engineer. Consultant shall submit three (3) sets of the detailed design plans including Traffic Control plans to Caltrans for their review. The special conditions and technical specifications shall be prepared and submitted. The City will provide the Consultant with its boilerplate documents, so a Full Set of Specifications (3 paper copies and also in Word format) will be prepared and delivered by the Consultant. The City of Banning will review the submitted PS & E, provide comments, and request revisions until it is in compliance with City of Banning standards and policies. A progress meeting to discuss these comments will be needed.

1.7 TRAFFIC CONTROL PLAN

Since the project is at a major intersection and is an on/off-ramp to the I-10, traffic control plans must be prepared by a **licensed Traffic Engineer** and approved by the City Engineer and Caltrans. The intersection must remain open to through traffic at the end of each workday.

1.8 FINAL PS&E (100% DESIGN), ASSISTANCE DURING BIDDING

Upon approval of the detailed design PS & E from the City of Banning the Consultant shall prepare the final Draft PS & E for bid. The final bid package shall include the construction cost estimate, plans and specifications. A licensed Professional Civil Engineer shall provide a wet stamp and signature on the mylars and all the final documents, including the Specifications. The City shall perform a final Screen check (Consultant will provide three (3) sets of the project documents, Plans and Specifications) and in electronic format prior to giving the Consultant approval to print the final documents, Plans and Specifications.

All approved Final plans must be prepared on medium weight Mylar utilizing City Title Block, and be according to the City of Banning Standard Specifications and also submitted on AutoCAD. Three (3) entire sets of the final Plans and Specifications ready for bidding shall be delivered to the City Engineer. All project documents shall be provided to the City in Word format and in AutoCad.

During the Bidding process, provide any clarifications on the Plans or Specifications, requested by the contractors or City staff and if needed, assist with Addendum preparation.

TASK 2. CONSTRUCTION AND SURVEY SERVICES

The City's Public Works Inspector may perform the inspections for the project and Public Works Department staff will manage the construction phase of the project.

2.1 CONSTRUCTION SURVEYING AND STAKING, PRE-CONSTRUCTION MEETING, ANSWER RFIS

Provide one set of construction staking and calculations for the entire project and submit related cut sheets to City staff. Answer all surveying questions the Contractor may have. Attend a minimum of one Pre-Construction meeting. Answer any questions of the PS and E the Contractor may have during the construction phase.

2.2 AS-BUILT PREPARATION

Upon receipt and acceptance of the field As-Built construction drawings from the City of Banning Project Manager, Consultant shall prepare final As-Builts incorporating any changes that occurred during the construction. Consultant shall submit final As-Builts to the City of Banning in mylars, shape file and PDF electronically. Final As-Builts shall be signed by a California Registered Professional Engineer in each corresponding discipline.

Task 3 OPTIONAL TASK (Please provide a SEPARATE FEE just for this Optional Task)

3.1 RIGHT OF WAY DEDICATIONS, AND PROPERTY RESEARCH

The consultant shall research the existing right of way and perform all of the work required to prepare up to three (3) right-of-way dedication documents (legal descriptions and plats) to accommodate the proposed handicap ramp reconstruction as part of the street improvements. Prepare a draft of each right-of-way dedication for staff review, incorporate comments, and finalize for the City to seek Riverside County recordation of the documents. Communication with affected property owners will be coordinated through the City of Banning. The City Engineer shall determine if this Task is needed based on the consultants' design research to first check and see if the handicap ramps can be constructed and made complaint within the existing right of way.

3.2 ADDITIONAL SERVICES

Consultant is encouraged 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 as an additional task in the Consultant's Fee Schedule.

V. PREVAILING WAGE REQUIREMENTS

In responding to this request, all professional firms or contractors agree to comply with prevailing wage requirements, the Department of Industrial Relations, as further described below:

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations (DIR), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

California Department Industrial Relations Registrations

In 2014, the California legislature enacted several laws impacting public works contracting. Senate Bill 854 (SB 854) creates changes in the way DIR monitors prevailing wage requirements. All contractors and subcontractors must register with the DIR and meet DIR requirements before bidding on public works contracts in California. No contractor or subcontractor may be awarded a contract for public work or public works project unless registered with the DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Public Work Contractors/Subcontractors can register with the DIR at www.dir.ca.gvo/Public-Works/.

VI. SUBCONTRACTING

The Consultant may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by Consultant, Consultant is representing to City that Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the project specific proposal, the Consultant shall not award work to any unlisted subcontractor(s) without prior written approval of the City. The Consultant shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the City.

VII. CONSULTANT COMPENSATION

Proposer shall provide a scope and a "not to exceed fixed fee" for professional services and submit the Price Proposal Form (Attachment 1). The selected Consultant will be asked to enter into a "not to exceed" agreement prior to the issuance of the notice to proceed and required to provide insurance naming the City of Banning as additional insured.

VIII. CITY DISCLAIMER

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the qualifications that best meet the City needs. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

No representation is made that any contract will be awarded pursuant to this RFP. In no way shall a contract be viewed as an exclusive contract in any way. The City reserves the right to retain additional consultants as necessary to satisfy the needs of the City. All costs incurred in the preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposed firm. Information submitted to the City in response to this RFP will become the property of the City of Banning and will not be returned.

IX. STANDARD CONTRACT

The Consultant shall be willing to enter into an agreement attached as Attachment 2 and comply with the City's insurance requirements as indicated in the agreement.

X. SCHEDULE

The consultant shall provide a project schedule indicating key project milestones and project activities. The schedule shall reflect a tentative start date of July 1, 2019.

XI. NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, include contingencies for additional meetings or workshops, and address other factors identified by the Proposer not contemplated in this document or the City's standard agreement.

XII. ATTACHMENTS:

1. Pricing Proposal Form
2. Agreement and Insurance Requirements
3. Public Works Contract Requirements

ATTACHMENT 1

(Pricing Proposal Form)

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

TASK 1	ENGINEERING/SURVEY DESIGN	Hours	Total Cost
1.1	Project Administration		$
1.2	Utility Documentation and Research		$
1.3	Potholing		$
1.4	Drainage/Hydrology Study		$
1.5	Preliminary Design and Draft Drainage Study (60% Design)		$
1.6	Detailed Design (90% Design)		$
1.7	Traffic Control Plan		$
1.8	Final PSE (100% Design), Assistance During Bidding		$
TASK 2	**CONSTRUCTION AND SURVEYING SERVICES**		
2.1	Construction Surveying and Staking, Pre-Construction Meeting, Answer RFIs		$
2.2	As-Built Preparation		$

A. Total proposal amount in written form (Tasks 1.1-2.2):

_____

TASK 3	OPTIONAL TASK	Hours	Total Cost
3.1	Right-of-way Dedication and property research		$
3.2	Additional Services TBD by consultant if necessary		$
			$
			$

B. Optional task(s) amount in written form:

_____

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

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

ATTACHMENT 2

(Sample Agreement and Insurance Requirements)

PROFESSIONAL SERVICES AGREEMENT

By and Between

THE CITY OF BANNING

and

VENDOR NAME

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
VENDOR NAME

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 22nd day of May, 2018 by and between the **City of Banning**, a municipal corporation ("City") and Vendor Name, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services for the Insert Type of Work to be Completed prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the Insert Type of Work to be Completed prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and

professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **WRITTEN AMOUNT IN DOLLARS ($0.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, or extended in writing in advance by both parties, except as otherwise provided in the Schedule of Performance (Exhibit "D"). Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such person or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City

Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$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 work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable, or arising from their reckless or willful misconduct, or negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of such claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event

Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

_____
Rochelle Clayton, Interim City Manager

ATTEST:

_____
Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson, Gershon

_____
Kevin G. Ennis, Esq., City Attorney

CONSULTANT

By: _____
NAME:
TITLE:

By: _____
NAME:
TITLE:

_____
Tax ID No.

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following services in connection with providing Insert Type of Work to be Completed prepared in connection therewith:**

A.

B.

C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the services, Consultant will keep the City appraised through periodic status reports regarding the performance of the services under this Agreement by the following means:

A.

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates

TASK	DESCRIPTION	SUB-BUDGET
1.		$0.00
2.		$0.00
3.		$0.00
4.		$0.00
5.		$0.00
	TOTAL	**$0.00**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

V. The total compensation for services shall not exceed $0.00 as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Consultant will provide a written proposal within one week of the City's request for services, unless otherwise agreed to by the Contract Officer.**

II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

A. Proposed Project Schedule – Attached as Exhibit D-1.

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

EXHIBIT C

Price Proposal Form

---The rest of this page is intentionally left blank---

Pricing Proposal Form

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

	Task	Total Cost
1.	Hydrology/Hydraulics Analysis	$
2.	Utility Coordination	$
3.	Grading Plans	$
4.	Storm Drain Plans	$
5.	Final PS&E	$
6.	Bid Phase Assistance	$
7.	Construction Survey/Post Construction	$

$

A. Total proposal amount in written form:

_____

B. Optional tasks:

_____

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

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	**Hourly Rate**	**Hours worked**	**Total Cost**
	$		$
	$		$
	$		$

ATTACHMENT 3

(PUBLIC WORKS CONTRACT REQUIREMENTS)

PAGES 1-5: DUE AT THE TIME OF BID SUBMITTAL
PAGES 6-9: SHALL BE DUE UPON CONTRACT AWARD
PAGES 10-15: INFORMATIONAL

PUBLIC WORKS CONTRACT REQUIREMENTS

Project Title:	
Invitation for Bid #:	**Contract Duration:** to
Description of Project:	
Labor Compliance Contact Information:	Name: Physical Address: Mailing Address: Email: Phone:
Prime Contractor:	Name: Physical Address: Mailing Address: Email: Phone:
Contractor License #:	**Contract Manager:**
PWCR #:	**Project Manager:**

POSTERS/NOTICES

Contractors are required to post all required state posters on the jobsite in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom **do not** meet the posting requirement.

❑ **State general prevailing wage determinations in effect on date advertised**
General prevailing wage determination _____
Journeyman and Apprentice Prevailing Wage Rates can be accessed at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm *Reference: California Labor Code Section (LC §) 1773.2*

PREVAILING WAGE REQUIREMENTS

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: LC §1774*

- ❑ Contractors utilizing an entity for the purpose of hauling or delivery of ready-mixed concrete are required to enter into a written subcontract agreement with the entity. *Reference: LC § 1720.9*
  - ⇨ Workers employed in the hauling and delivery of ready-mixed concrete must be paid not less than the specified prevailing wage for the type of work performed in the geographic location of the plant/batch facility. *Reference: LC § 1720.9*

- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty. *Reference: LC §1810-1815*

- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.

- ❑ When required, shift differential rates must be paid for classifications which include a shift determination.

- ❑ **State Prevailing Wages**
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.

- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
  - ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the California Department of Industrial Relations (DIR) for classifications utilized. Contact the Prevailing Wage Unit at (415) 703-4774 or available on DIR's Web site at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: LC §1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty to be paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *Reference: LC §1775 and §1742.1*

PAYROLL REQUIREMENTS

- ❑ Labor Classification Survey form shall be completed by the prime and subcontractors and Submitted by the Prime to the City at the beginning of the project.

- ❑ All labor compliance documents submitted must be complete and accurate, and require the correct contract number.

- ❑ Certified payrolls must be completed weekly and documents are due with invoice. *Reference: LC §1771.5*

- ❑ Certified payrolls must include ALL information as required by Labor Code 1776, *Contractor/Subcontractor Payroll*. *Reference: LC §1776*

- ❑ Certified payrolls shall display employee social security numbers OR if desired, the last 4-digits of the SSN may appear on the payroll documents if a "Master Key" of social security number is provided.

- ❑ Classification and group numbers are required on all payrolls (i.e., Laborer-Group 1, Plumber-Pipefitter, etc.). When work classification is not shown or a misclassification has been identified, the City of Banning will determine the wage rate based on duties performed. *Reference: LC §1776*

- ❑ Payrolls must clearly show how gross and net wages are calculated, including fringe benefits.

- ❑ A *Statement of Compliance* is due with each weekly payroll. Boxes must be marked indicating if benefits are paid to a fund or to the employee(s). All deductions marked "other" must be explained on the payroll or the Statement of Compliance (i.e. garnishments, tools, etc.). *Reference: LC §1776*

- ❑ All deductions marked "other" (i.e. garnishments, tools, etc.) must be explained on the payroll or the Statement of Compliance. Source documents to confirm the "other" deduction that meet requirements of an authorized payroll deduction are to be submitted on the first payroll which the deduction appears. Authorization for "Other" Payroll Deduction form is required to be submitted to the City.

- ❑ A *Fringe Benefit Statement (Statement of Employer Payment) form)*, must be completed and signed showing hourly rates and the name and address of the plan(s) whenever fringe benefits are paid to a plan, fund or program. The form must be submitted with the first payroll and when fringe benefits or subsistence amounts change. Statements must be specific to the contract. *Reference: LC §1773.1*

- ❑ All contractors are required to provide itemized wage statements (check stubs) to employees.

- ❑ A *Statement of Non-Performance* is required during the project weeks that work is not performed.

- ❑ Failure by the prime to submit the required reports or documents will result in all payments due to the contractor being withheld until the next invoice after compliance. *Reference: LC §1771.5*

- ❑ City of Banning *Owner-Operator Listing* form, may be used when owner-operators are performing on the project. *Reference: LC §1776*
  - ⇨ The contractor employing an equipment owner-operator must complete the owner-operator listing. Forms will not be accepted from the equipment owner-operator unless the hiring contractor signs the owner- operator Statement of Compliance.

- ❑ Whenever an entity is used in the hauling or delivery of ready-mix concrete the following documentation must be provided:
  - ⇨ A copy of the written agreement between the entity hauling/delivering ready-mix

concrete and the contractor is required to be submitted with the first payroll which the entity performed work.

- ⇨ The contractor is required to submit a copy the driver's certified time records to the City of Banning with the payroll submission. *Reference: LC § 1720.9*

❑ Certified payrolls may be maintained and submitted electronically utilizing the Department of Industrial Relations Reporting form (State).

- ⇨ Submissions must be in an unmodifiable PDF format and contain all information required by California Labor Code Section 1776.
- ⇨ The prime contractor and each subcontractor must complete and submit a Certification of Authorization form to the City of Banning certifying that the principals and authorized payroll officer understand the requirements.
- ⇨ Certified payrolls shall be submitted to the City of Banning and must only contain only one week ending per submittal. Electronic submittals may be sent to hstuart@ci.banning.ca.us or hardcopies are acceptable as well.
- ⇨ The prime contractor shall be responsible for providing all subcontractor payroll records to the City.

APPRENTICES

❑ All requirements of California Labor Code, Section 1777.5 apply for classifications which DIR has identified as an apprenticable craft, including the following:

- ⇨ Submit DIR's Division of Apprenticeship Standards (DAS) form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. Form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm
- ⇨ Classifications that are an "apprenticable craft" shall contribute training funds to an approved training program.
- ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council.
- ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification in which they are registered and employed.

❑ Complaints or violations regarding apprentice ratios will be referred to DAS.

❑ Proof of registration in a state-approved apprenticeship program will be required and must be submitted with the first payroll on which apprentices appear. *Reference: LC §1777.5* An Apprentice Certification Letter is acceptable proof.

❑ If an apprentice is required but not provided by the Division of Apprenticeship, then solicitations submitted by the contractor/subcontractor b to the DAS attempting to obtain an apprentice shall be submitted to the City.

ACKNOWLEDGMENT

I acknowledge that I have been informed and am aware of the Public Works requirements listed above and that I am authorized to make this certification.

CONTRACTOR : _____

AUTHORIZED NAME: _____ **TITLE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

PAYROLL CONTACT NAME: _____

TITLE: _____

E-MAIL ADDRESS: _____ **PHONE:** _____

CITY OF BANNING
LABOR CLASSIFICATION SURVEY

PROJECT NAME: _____ CONTRACTOR: _____

PROJECT NUMBER: _____ SUBCONTRACTOR: _____

CLASSIFICATIONS

BRICKLAYER _____

CARPENTERS _____

CEMENT MASONS _____

DRYWALL HANGERS _____

ELECTRICIANS _____

IRON WORKERS _____

PAINTERS _____

PLUMBERS _____

ROOFERS _____

SHEET METAL WORKERS _____

SOFT FLOOR LAYERS _____

TILE LAYERS _____

LANDSCAPE / IRRIGATION FITTERS _____

LABORERS – STRIPPING _____

PLASTERER _____

OTHERS

_____ _____

_____ _____

_____ _____

_____ _____

LABORERS: GROUP 1 _____

GROUP 2 _____

GROUP 3 _____

GROUP 4 _____

GROUP 5 _____

POWER EQUIPMENT OPERATORS

GROUPS **1-21** _____

_____

_____

TRUCK DRIVERS

GROUPS **1-11** _____

_____

_____

ADDITONAL CLASSIFICATIONS
(Must be approved by the City)

CLASSIFICATIONS

_____

_____

_____

_____

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project No: _____

Project Name: _____

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the minutes of the Pre-Construction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designed as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance, which will accompany our weekly-certified payroll reports for this project.

_____
Print or Type Payroll Officer (Name)

_____ _____
Payroll Officer (Signature) Date

_____
Company Name (Contractor/Sub-contractor)

_____
Contractor/Sub-contractor License Number

_____
Print or type Owner/CEO (Name)

_____
Signature (Owner/CEO)

_____
Title

_____
Date

AUTHORIZATION for "OTHER" PAYROLL DEDUCTION

Project No: _____

Project Name: _____

Employee Name: _____

Employee Address: _____

Employee Phone Number :( ) _____

I hereby authorize _____ to deduct the following
(Name of Company)
from my paycheck:

Amount of deduction:	$ _____
Start date of deduction:	$ _____
Frequency of deduction:	$ _____
Termination date of deduction:	$ _____

Reason for deduction: _____

This certification has been executed under penalty of perjury on this _____ day of _____ , _____ .

EMPLOYEE Signature: _____

EMPLOYER Signature: _____

Statement of Employer Payments

Date:		In Reply, Refer to Case No:	
Prime:			
Subcontractor:			
PROJECT NAME:			
PROJECT CONTRACT NO.:		County/location:	



HEALTH AND WELFARE

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY____ MONTHLY____ QUARTERLY____ ANNUALLY____

PENSION

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY____ MONTHLY____ QUARTERLY____ ANNUALLY____

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY____ MONTHLY____ QUARTERLY____ ANNUALLY____

TRAINING

NAME OF PLAN _____ Address, City and Zip _____

ADMINISTRATOR _____ Address, City and Zip _____

CLASSIFICATION(S) USED | CONTRIBUTION PER CLASSIFICATION PER HOUR

CONTRIBUTIONS: WEEKLY____ MONTHLY____ QUARTERLY____ ANNUALLY____

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION

PW 26

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-1-131 (New 2-80)

1698

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

- -

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: _____ Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____ (Name of Signatory party), _____ (Title) do hereby state that

NO PERSONS employed by _____ (Name of submitting company) performed work on

the construction project known as _____

for the payroll period commencing on the _____ (1st date of week) day of _____ (month), _____

and ending on the _____ (last date of week) day of _____ (month), _____.

_____
Signature of Authorized Person

_____
Date

*THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER SUBMISSION OF THE INITIAL PAYROLL REPORT

OWNER-OPERATOR LISTING

Banning- Form 2505

NAME OF CONTRACTOR EMPLOYING OWNER OPERATOR(S)	ADDRESS

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	CONTRACT NO.

NAME, ADDRESS, SOCIAL SECURITY NO. AND CONTRACTORS LICENSE NO. OF OWNER-OPERATOR (IF ANY)	WORK CLASSIFICATION	DESCRIPTION OF EQUIPMENT	TRUCK CAL T NO. AND/OR EQUIP. LICENSE NO.	ST OR OT	DAY AND DATE							TOTAL WEEKLY HOURS	HOURLY RATE OF PAY	GROSS PAYMENT EARNED	CHECK NO.
				S											
				O											
				S											
				O											
				S											
				O											
				S											
				O											
				S											
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				O											

NOTE: CERTIFICATION WILL BE ACCEPTED ONLY FROM THE CONTRACTOR EMPLOYING THE OWNER OPERATOR: IT WILL NOT BE ACCEPTED FROM THE OWNER OPERATOR HIM / HERSELF.

1672

OWNER-OPERATOR LISTING STATEMENT OF COMPLIANCE

Banning- Form 2505

Date _____

_____ _____ do hereby state:
(Name of signatory party) *(Title)*

(1) That I pay or supervise the payment of the persons reported on this form as Owner-operators by _____
(Contractor or subcontractor)

on the _____, that during the payroll period commencing on the _____ day of _____
(Building or work)

_____ and ending the _____ day of _____, _____, all persons working on said project have been paid the full weekly sums earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full weekly sums earned by any person and that no deductions have
(Contractor or subcontractor)

have been made either directly or indirectly from the full sums earned by any person, other than permissible deductions, as described here: _____

_____

_____

(2) That any payrolls or listings or otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll or listings payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll or listings has been paid as indicated on the payroll or listings an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks:

NAME AND TITLE	SIGNATURE

On federally-funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

ATTACHMENT 3

KWC Engineers, Inc.
Proposal dated
April 18, 2019

PROPOSAL

DESIGN ENGINEERING SERVICES FOR DRAINAGE AND STREET IMPROVEMENT AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE



PREPARED FOR:

City of Banning
Public Works Department
99 East Ramsey Street
Banning, CA 92220-0998

Attn: Holly Stuart – Management Analyst

PREPARED BY:

KWC ENGINEERS
1880 Compton Avenue, Suite 100
Corona, CA 92881
Brandon M. Barnett, PE, LS
Tel: (951) 734-2130 Ext. 203
Cell: (951) 808-7311
Brandon.Barnett@KWCEngineers.com
www.kwcengineers.com

April 18, 2019

June 11, 2019

City of Banning
99 East Ramsey Street
Banning, CA 92220-0998

Submitted via email: hstuart@ci.banningca.gov

ATTENTION: HOLLY STUART, MANAGEMENT ANALYST

REGARDING: DRAINAGE AND STREET IMPROVEMENT PROJECT AT RAMSEY ST & SUNSET AVE

RFP - ENGINEERING DESIGN SERVICES

Dear Ms. Stuart,

KWC Engineers (KWC) appreciates the opportunity to submit this Proposal for Professional Engineering Design Services to the City of Banning (City) for the Drainage and Street Improvement Project located at the intersection of Ramsey Street and Sunset Avenue. We have prepared this proposal in accordance with the City's Request for Proposal (RFP) dated March 20, 2019 and Addendum No. 1 Q&A dated April 9, 2019.

KWC understands the City of Banning desires to improve the existing drainage and roadway grade condition at the intersection of Ramsey Street and Sunset Avenue. This project proposes the design and preparation of plans and dcouments to eliminate two existing drainage inlets, grind and overlay of existing pavement, installing catch basin and storm drain pipes to improve drainage at the intersection, reconstruct three existing non-compliant handicap ramps, and installing new striping as needed. The construction of these improvements will alleviate the existing grade issues and provide for a smoother grade transition for vehicles traveling across the intersection. The proposed design shall be governed by the information provided by the City's record as-built plans, Site Reconnaissance, Field Survey, and the research obtained from Dry Utility purveyor's record maps identifying location of existing wet and dry utilities, roadway right-of-way, and other relevant design information. We have thoroughly read the scope outlined in the RFP provided by the City, performed research and conducted a site visit.

Below are three (3) reasons why the City should hire KWC for this project:

1) KWC has built a team (in-house and subconsultants,if desired) that has the expertise to perform this work based on our **recent experience on similar projects including a recently constructed Waterline Replacement Project within 'The Circle' of downtown Corona, Lake Street Improvement Project, several Storm Drain Improvement Projects that are currently in design**. We also have extensive experience working on small to large land development projects for the private section which gives us insight into providing cost effective design solutions.
2) KWC has highly motivated and professional staff driven to work cooperatively with City staff to complete the proposed Drainage and Street Improvement project on time and within the approved budget.

3) KWC is known as a company that uses strategic approach, teaming, service, trust and respect to complete similar projects with excellence.

All design work outlined within Option 1 Work Scope will be performed by our own experienced staff and supervised by the Engineer of Record assigned to the project.

We propose to hire, manage and oversee the following subconsultants:

- **C-Below** for Potholing
- **Linscott Law & Greenspan** for preparation of Signage & Striping, and Traffic Control Plans
- **Inland Aerial Surveys, Inc** for preparation of Aerial Topography

All charges for subcontracted services shall be in the same amount as actually invoiced to and paid by the engineer plus an allowable 5% markup.

The design survey work will be performed by our own survey crew.

The cost of printing, mileage, telephone, mailing, and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule, and there will be no additional charges.

On behalf of KWC, **Mike Taing** will be the contact person during the proposal evaluation phase. His contact information is:

Mike C. Taing, P.E. – Director of Engineering
KWC Engineers - 1880 Compton Avenue, Suite 100, Corona, CA 92881
Tel: (951) 734-2130, Extension 235; Cell: (951) 901-5405
Email: Mike.Taing@KWCEngineers.com

It is with our company qualifications, experience and project approach that we have assembled a talented team of professionals with a strong desire to successfully complete this project on time and on budget. We look forward to the possibility of working with you and City staff on this project. Please feel free to call Mike, if you have any questions regarding our proposal or qualifications.

This proposal shall remain valid for 90 days from this date of submittal, April 18, 2019. KWC accepts the City's Professional Services Agreement as currently written with no exceptions. By signing this Transmittal Letter, I acknowledge that all information found within the attached proposal is true and correct and that I am an authorized person to bind KWC to the terms of the proposal.

Sincerely,

KWC ENGINEERS

Brandon Barnett, P.E., L.S.
President

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TECHNICAL APPROACH AND SCOPE OF WORK

Project Understanding

The City of Banning Public Works Department has identified the Ramsey Street and Sunset Avenue Intersection as a City roadway that is in need of repair to alleviate an existing grade issue caused by two existing grate inlet catch basins located on the southbound lane of Sunset Avenue. The proposed improvements within the intersection will not only improve the existing roadway condition but will also allow the City to bring the existing handicap ramps at the northwest, northeast, and southeast corner to compliance with current ADA requirements.

The proposed roadway improvements shall include redesign and grind/overlay of roadway grades at the intersection, remove the two existing grate inlets, extend storm drain and catch basins as needed, reconstruct three existing handicap ramps that are non-compliant, and install new striping as applicable. The design will include a drainage report to evaluate the existing drainage condition and provide recommendations to capture and convey the storm runoff in a safe and non-destructive manner. All plans will follow City current design guidelines and standard plans and will work with City to minimize project costs. We have identified several key areas to focus in on during the project kickoff and design phase:

Key / Critical Areas

- Identifying and avoidance of existing utility lines and abandonment/removal of existing drainage facilities
- Identification of existing drainage facilities and evaluation of the available capacities of storm drain system
- Determining limits of roadway repairs to minimize cost while improving the existing roadway condition
- Maintaining project schedule and budgets
- Design propose roadway and drainage improvements to minimize inconveniences to commuters

Once a consultant has been awarded the contract and City has given the authorization to proceed, KWC will coordinate a meeting with City's Project Manager to review the detailed work scope, verify/confirm project schedule milestones, critical path items and deliverables for each task, and perform a field visit to further discuss potential design issues. This will ensure that the project goals are met while maintaining schedule and budget. KWC's project manager and team leader assigned to the project will be attend this initial kickoff meeting so that it gives us an opportunity to introduce ourselves and establish the means of communication for the project.

KWC's Project Manager will be continuously involved in the work assignment and review of all project tasks from start to finish. He will work closely with his engineering team to execute the research, design and plan preparation to ensure project objectives are met and for a completion of a success project. He will be the point of contact with the City's Project Manager and will remain in constant communication via phone or email. He will coordinate directly with City to resolve any issues or concerns and attend all agency meetings. KWC's will also assign a separate Project Manager to provide an additional QA/QC review of the plans and documents to ensure clarity, accuracy and constructability of the proposed improvements. KWC's Project Manager will also be responsible for reviewing all monthly invoices and work product prior to any submittal to the City.

In order to design the proposed improvements, KWC's Project Coordinator, Jo Howard, will go down to the City and other agencies to perform research and obtain right-of-way maps (parcel maps, tract maps, records of survey, etc.), City as-built improvement and utility plans, and drainage reports of the project area provided in the RFP. She will also prepare utility research request letters and coordinate with all affected "dry" utility purveyors as necessary to obtain all available data of existing and planned facilities in the designated area. She will compile dry utility maps received from the letters to be sent out by the KWC and will organize the existing plans and maps into an 11"x17" binder to use as reference and to provide to the City with the 60% submittal. Also, KWC's survey team will perform field surveys the existing monuments, establish site control, and conduct topo survey of existing roadway and above ground features necessary for development of design plans.

Upon completion of the field survey, KWC, Travis Foster, will review the survey data and draft the existing roadway conditions. He will also incorporate the existing utilities and other relevant information into the project base maps per the designated horizontal offsets identified in the compiled research documents. The project base maps will then be cross checked with the photos taken during the field walk to ensure completeness and accuracy of the information being reflected.

Next, KWC, will prepare a preliminary design concept for the proposed improvements and pothole exhibit to briefly review with the City and get consensus on potential limits of construction and proposed improvements prior to completing the 60% level plan set. This will help expedite and streamline the plan preparation process and alleviate any unnecessary work. It will also allow the pothole consultant to initiate the work effort to obtain the necessary pothole data for design.

Once a preliminary design concept has been determined KWC, Travis with Mike Taing's supervision, will continue with the plan preparation for 60% level plans identifying limits of removals, detailed design grades, proposed roadway and drainage improvements, handicap ramp improvements, and construction details as necessary. KWC will coordinate with the Traffic Engineer to prepare the Signing & Striping Plan based on the proposed design concept. The 60% level plans will include the title sheet, detail sheets, and associated plan/profile sheets. We estimate the plan set to be about 7 sheets including the S&S.

KWC will prepare a draft Drainage Study to evaluate the existing drainage conditions and determine the capacities of existing facilities. This will confirm whether additional drainage facilities are actually needed for the project area as identified in the RFP. Three (3) sets of plans and a draft Drainage Study will be provided to the City for review. KWC, will meet with the City to review 60% level comments to ensure City's concerns are incorporated in the resubmittal.

KWC, Mike Taing will review comments with Travis and coordinate the preparation of 90% level plans, and coordinate with City to provide additional design options and resolve any additional concerns, if necessary, prior to resubmitting plans. KWC will also coordinate with Traffic Engineer to make any necessary changes to the Signing & Striping Plan. KWC will coordinate with City to obtain Standard Specifications template and preparation of the Technical Specifications and Green Book Special Provisions. The engineer's construction cost estimate will be prepared once the plans are ready for 90% resubmittal. Mr. Taing will review plans prior to each submittal. Victor Elia will be also be designated to perform a QA/QC of the plans prior to submittal to ensure adherence to City's policies and guidelines and overall constructability. KWC will resubmit the required plans and documents for 90% level plan review. Should additional right-of-way dedication be needed, KWC will prepare necessary legal and plats for recordation by City.

Once the City has completed the review, KWC will meet with the City to review the additional comments and make final corrections for resubmittal. KWC will provide copies of approved construction plans, Drainage Reports, and Technical Specifications requested by City for Bid purposes. KWC will also be available to provide clarifications and answer any questions from contractors. In addition, KWC will provide construction and survey staking support, traffic control plans, and as-builts as requested by City up to budgets identified in this proposal.

PROJECT MANAGEMENT

We have listed the work activities that are needed in order to complete the design effort for the proposed waterline improvement project. Our activities are based upon the specific tasks identified by the City in its RFP as well as our experience working on other similar pipeline projects in other the Cities. As required in the RFP, this proposal identifies the proposed work plan for Option 1 Full Engineering Design Services and Option 2 Staff Augmentation Design Services. The required work tasks are as follows:

TASK 1 –ENGINEERING/SURVEY DESIGN SERVICES

Task 1.1: Project Administration and Coordination

This task includes: the attendance at project kickoff and field meeting, monthly status updates and coordination with City's project manager; preparation of project schedule, QA/QC and the monitoring of all deliverables, calculations and other work products; as well as any additional review meetings, processing, and coordination required to complete the Project.

KWC will prepare meeting agendas and minutes for each meeting. Minutes, including a list of attendees with phone numbers and email addresses, a synopsis of discussion items, any pertinent information, action items and all follow-ups to the actions items, will be distributed to all attendees within five days of the meeting. KWC will also prepare Status Reports and updated Project Schedules on a monthly or as needed basis for the team. This task assumes a total of six (6) meetings (kickoff meeting, 3 monthly meetings, final submittal meeting and preconstruction meeting. We have also allocated time within this task for two (2) conference calls with agencies to resolve any miscellaneous project items needing immediate attention.

KWC Team Members:	Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC), Travis Foster, EIT (Project Designer), and Jo Howard (Engineering Assistant)
Task 1.1 Deliverables:	Meeting Agendas & Minutes, Monthly Status Reports, Updated Project Schedules, Submittals, and Monthly Invoices

Task 1.2: Utility Documentation & Utility Research

This task includes: Data Collection at City and Utilities Research.

KWC will perform research and obtain the necessary record maps, as-built street improvement, drainage reports, and existing wet utility improvement plans at the City of Banning to secure information required to identify, locate, and accurately layout all existing utilities, improvements, easements, and right-of-way with the project limits (approx. 300 ft radius of intersection) that may interfere with proposed improvements. Dry utility research though is performed by mailing research request letters to the utility

companies to obtain relevant records of existing facilities in the area of the project. Although, some agency fees have been budgeted for and included in the proposal, it is recommended that these utility request letters be printed on City of Banning letterhead to limit research fee charges from the utility companies. Once received, the City can forward the dry utility maps to us to compile. KWC will review the record drawings and field investigate to verify the location of existing utilities. KWC will provide all research to the City with the first plan check submittal package.

KWC Team Members: Mike Taing, P.E. (Project Manager), Travis Foster, EIT (Project Designer), Jo Howard (Engineering Assistant)

Task 1.2 Deliverables: Summary of research findings, including: Existing As-built Plans, Record Maps, and Dry Utility Record Information compiled in binder

Task 1.3: Potholing

This task includes: obtaining pothole permit, potholing work, and compiled pothole report.

C-Below will perform the potholing after they have obtained the encroachment/city permit, verify the locations with Mr. Taing and setup necessary traffic control. KWC will provide exhibit showing the location of the potholes. C-Below will provide a summary report detailing the findings of the potholing. KWC has assumed 4 potholes per the RFP, however, can perform additional potholes if needed pending a change order. A standard pothole is 12"x12", down to 5 feet, performed to the top of pipe or encasement with sand backfill and a permanent surface patch. C-Below will prepare and submit traffic control plans per WATCH manual, if necessary, to obtain permits for pothole work effort and associated permit fees. C-Below will also coordinate with Dig Alert for utility markings prior to potholing. If determined that this work is not needed, then the task will be omitted from scope and fee.

KWC Team Members: Mike Taing, P.E. (Project Manager), Travis Foster, EIT (Project Designer)

Consultant Team: C-Below (Potholing)

Task 1.3 Deliverables: Potholing Report (electronic pdf)

Task 1.4: Drainage/Hydrology Study

This task includes: Preparation of Drainage/Hydrology Study.

Upon completion of the project base files and research, KWC will prepare a Drainage study to identify the tributary area to the existing catch basin inlets and to determine the 10-year and 100-year storm runoffs needed to properly size the proposed catch basin and storm drain piping systems. This analysis will also be used to confirm the capacities of the existing drainage facilities at the intersection as necessary. The report will include rational method models, catch basin sizing calculations, storm drain piping hydraulics calculations as applicable for project design purposes per City/RCFC&WCD design

guidelines. In review of the locations of these existing inlets, there may be minimal flow captured by this drainage facility. Therefore, KWC will analyze existing drainage facilities to determine feasibility of eliminating existing inlets without additional proposed catch basins and piping facilities.

KWC Team Members: Mike Taing, P.E. (Project Manager), Travis Foster, EIT (Project Designer)

Task 1.4 Deliverables: Drainage Report

Task 1.5: Preliminary Design and Draft Drainage Study (60% Design)

This task includes: Preparation of 60% level preliminary design plans and drainage report

KWC recommends and requires detailed Aerial Topography for the project site extending approximately 300' in each direction of Ramsey Street and Sunset Avenue. The aerial topography will be prepared by Inland Aerial Surveys, Inc. based on a previous topo flight of April 2010. In addition, KWC will field survey the roadway (full-width) cross sections at 50' intervals for 100' in each direction of Ramsey Street and Sunset Avenue or as needed to identify location existing curb, gutter, median and sidewalks, handicap ramps, above ground features, existing grades of roadway conditions, and other design constraints. KWC will also survey existing monuments and establish control. This survey data will be used to develop a topo base file to be used for preparation of the detailed construction plans. KWC will then prepare the detailed project base map for use in design phase based on the research and field info gathered. KWC will prepare preliminary 60% design level plans of the proposed drainage and street improvement at the project intersection. This includes any storm drain appurtenances and catch basin relocations as necessary per drainage report recommendations. The plans will also include the corresponding initial draft of the Signing & Striping Plan sheets which will be prepared by Linscott, Law & Greenspan, Engineers (LLG) as a subconsultant to KWC. The preparation of a Signing & Striping Plan will be included in the scope for this task item. The limits for the Signing & Striping Plan will not extend out more than 300 feet in either direction of project intersection and will only install striping where needed or requested by City. During the design and plan preparation process, the project manager will coordinate with the City's project manager as needed for any questions and direction to eliminate potential rework. KWC will identify potential design issues and utility conflicts and provide recommendations to City to remedy concerns including potholing recommendations. KWC will also look closely at feasible design options to eliminating unnecessary drainage facilities or minimizing roadway improvement costs. The preliminary 60% level plans to be submitted to the City for review will include title sheets, detail sheet, and corresponding 20-scale Street and Drainage plan/profile sheets (3 sheets), and 40-scale Signage & Striping Plan sheets (2 sheets) of the project study area. Traffic Control Plans will be prepared during the Construction Phase of the contract of the project. Upon completion of City's review, KWC will coordinate with City's Project Manager to discuss comments and next steps.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC), Tom Caseldine, P.E., L.S. (Project Surveyor)

Consultant Team: Linscott, Law & Greenspan, Engineers (Signing & Striping Plan)

Inland Aerial Surveys, Inc. (Aerial Topography)

Task 1.5 Deliverables: Topo Survey and Base maps, 60% submittal plans & drainage report (3 sets and electronic), design review

Task 1.6: Detailed Design (90% Design)

This task includes: Preparation of 90% design level construction plans to include construction notes, quantities and applicable design and connection details. This plan set will incorporate preliminary 60% design review comments from the City. KWC will also prepare cost estimates, and technical specifications and Green Book Special Provisions based on City provided template and requirements. KWC will also prepare submittal package of plans to submit to Caltrans Encroachment Department for review and approval. Upon completion of City's review, KWC will attend 90% design review meeting to discuss comments and next steps.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC)

Task 1.6 Deliverables: 90% submittal plans, cost estimate, technical specifications, Caltrans Encroachment Permit application submittal, design review

Task 1.7: Right-of-way Dedications and Property Research

This task includes: Right-of-way research and R/W dedication Legals & Plats

KWC will research existing public rights-of-way along Sunset Avenue and Ramsey Street based on record maps and plot existing and proposed R/W needed to accommodate the proposed handicap ramp reconstruction. KWC will prepare up to three (3) legals and plats for proposed R/W dedications and associated grant deeds for City review, approval and recordation. It is understood that any communication with the affected property owners will be coordinated through the City of Banning.

KWC Team Members: Mike Taing, P.E. (Project Manager), Tom Caseldine, P.E., L.S. (Project Surveyor), Travis Foster, EIT (Project Designer)

Task 3.1 Deliverables: R/W Dedication Legal & Plats (3 max)

Task 1.8: Final PS&E (100% Design), Assistance during Bidding

This task includes: Preparation of Final 100% design level construction plans, Final technical specifications, and final construction cost estimates for Bid and Approval.

KWC will address 90% level plan comments and submit final screen check of the 100% plans and documents prior to submittal mylars for signature. Once approved three (3) sets of Plans and Specifications will be delivered to City for bidding purposes. In addition, KWC will allocate time in this task to answer RFI and provide clarifications on the Plans or Specifications requested by City Staff or potential contractors during the bidding process. Should minor addendums be needed, KWC will coordinate with City Staff as necessary.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC)

Task 1.8 Deliverables: 100% submittal plans and documents, Final Construction Plans (mylar), bid support, final engineer's construction cost estimate, final technical specifications, CD of project plans and documents

Task 2 – CONSTRUCTION AND SURVEY SERVICES

Task 2.1: Construction Surveying and Staking, Pre-construction Meeting, Answer RFI

This task includes: Project construction staking and calculations/cut sheets, Engineering and Surveying RFI's, Attendance at Pre-construction meeting.

KWC will prepare construction staking calculations for the project and provide construction survey staking as requested by the contractor. KWC assumes two (2) 4-hour trips to the field to provide the necessary construction survey stakes and control for the contractors. Should additional staking be needed due to restakes, this will require separate authorization. KWC will attend one (1) pre-construction meeting at the beginning of the construction project and one (1) field construction meeting to resolve any construction issues. In addition to this, time will be allocated to answer Contractor's RFI's.

KWC Team Members: Mike Taing, P.E. (Project Manager), Tom Caseldine, P.E., L.S. (Project Surveyor)

Task 2.1 Deliverables: Construction staking cut sheets, Pre-construction meeting attendance, and Answer RFI's

Task 2.2: As-built Preparation

This task includes: Preparation of As-built Plans

KWC will prepare Final As-built Plans incorporating the field changes that occurred during construction.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager)

Task 2.2 Deliverables: As-built Plans (mylar, shape file, pdf format)

Task 2.3: Traffic Control Plans

This task includes: Preparation of Traffic Control Plan.

KWC will manage and coordinate with LLG for the design and preparation of the multi-phased Traffic Control Plan for the proposed Drainage and Street improvements at the project intersection.

- LLG will review existing and proposed drainage and street improvement plans for the intersection of Ramsey Street and Sunset Avenue. LLG will coordinate with KWC Engineers and obtain AutoCAD drawing files for existing and proposed improvements.
- LLG will conduct a field review of existing conditions and confirm existing geometry and signing and striping.
- LLG will coordinate with KWC and City on Phasing of Traffic Control Plan and construction staging concerns
- LLG will prepare Traffic Control Plans for construction of proposed storm drain and roadway improvements at Ramsey Street and Sunset Avenue. It is assumed that the improvement construction will occur in approximately four (4) phases.
- LLG will provide Special Provisions and Cost Estimate support
- Scope includes preparation and processing of plans with City and/or Caltrans, addressing plan check comments, and any necessary meeting/coordination time with agency to get plans approved.

LLGs plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 24" x 36" Title Block and will include all existing and temporary striping, pavement markings, pavement legends, and striping removals, and temporary barricades. At the project limits, we will reference in existing striping based on our field review. The Traffic Control Plans will be prepared and stamped by a licensed Traffic Engineer as required by the RFP.

The traffic control and detour plans will be prepared in accordance with the City of Banning and/or Caltrans requirements and the current *California MUTCD,* showing all lane closures, restrictions, tapers and other disruptions of normal traffic flow, including pedestrian and vehicular detours.

KWC Team Members: Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC)

Consultant Team: Linscott, Law & Greenspan, Engineers (Traffic Control Plan, Signing & Striping Plan)

Task 1.7 Deliverables: 60%, 90%, and 100% submittal Traffic Control Plans

Summary

While it is sometimes difficult to foresee everything that may be needed on a project, KWC's team is committed to creating a successful project. If selected, KWC will ensure that the project moves forward to the City's satisfaction. We are available to meet more frequently, as needed, if extenuating circumstances arise.

We believe that KWC's project approach and proposed work activities, as presented above, will minimize construction costs, meet the project schedule, and avoid potential utility conflicts, while minimizing disruption to the public. Our team is flexible and understands the City's expectations and standards. We are excited to work with the City on this project.

There are no "technical" or "contractual" exceptions or deviations from the City's RFP for proposed Drainage and Street Improvements Project at the Intersection of Ramsey Street and Sunset Avenue.

PROJECT SCHEDULE

KWC anticipates that this project can be completed within an 18-week schedule assuming there are no significant project issues to resolve during the design/review phase. KWC commits to an 11-week design time (with the remaining 7 weeks is allotted for Research/Base Map preparation and City plan check time). KWC will need to work very closely with City staff to kickoff the research and base map preparation as soon as possible so that we can get a good in-depth framework for initiating and completing the design work on schedule.

MONTH:	Jul 2019					Aug 2019				Sep 2019					Oct 2019				Nov 2019			
WEEK BEGINNING:	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
WEEK NUMBER:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Project Kickoff/Site Visit Meeting																						
Utilities Research and Data Collection																						
Aerial & Field Topo Survey																						
Base Map Preparation																						
Potholing																						
60% Plan - Preparations																						
60% Plan - City Review																						
90% Plan - Preparations																						
90% Plan - City Review																						
100% Plan - Preparations																						
100% Plan - City Review																						
Mylar Submittal & Approval																						
Signing & Striping Plan																						
Bid Phase Support Services																						
R/W Dedication																						

APPENDICES

- RFP Addendum 1
- Pricing Proposal Form
- Public Works Contract Requirements (Pages 1-5)

Appendix 1: RFP Addendum 1

ADDENDUM NO. 1

4/9/2019

INVITATION TO BID

FOR PROFESSIONAL SERVICES

FOR

DESIGN OF DRAINAGE AND STREET IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE

The referenced Request for Proposals solicitation (RFP) has been modified via this addendum. The following may include vendor questions, answers, added/removed information, and/or changes to the RFP hereby officially established by the City.

This addendum is hereby made part of the referenced RFP as though fully set forth therein, and supersedes any conflicting statements previously advertised in this RFP solicitation. All other provisions of the RFP shall remain in their entirety.

Companies submitting a proposal response shall acknowledge any and all addenda and include the acknowledgement with the proposal submittal. Companies who fail to acknowledge any and all addenda and fail to include it as part of the proposal submittal will be deemed non-responsive to this RFP, and their proposal response will not be considered.

Please refer to the following page(s) for the details of this addendum.

Addendum Detail:

1. All appropriately submitted Questions are included below along with the City's corresponding answers.

#	Questions	Answers
1	If the proposing engineer has over 20 years of experience doing this type of work will the City accept a PE stamp, instead of a "licensed Traffic Engineer"?	No, the City is requiring a Licensed Traffic Engineer (with a Professional P.E. License) to prepare and stamp the Traffic Control Plans, since the project is located on Sunset Ave., an exit on the Interstate 10. This is further described in Task 1.7, Traffic Control Plan.
2	Does the City have existing storm drain plans for the intersection?	Staff is not aware of any existing storm drain improvement plans for the project area.

All other provisions of the Invitation for Bid shall remain in their entirety.

Consultants hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.



4/18/19
Signature Date

Brandon M. Barnett, PE, PLS - President
Typed Name and Title

KWC Engineers
Company Name

1880 Compton Avenue, Suite 100
Address

Corona CA 92881
City State Zip

Appendix 2: Pricing Proposal Form

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

TASK 1	ENGINEERING/SURVEY DESIGN	Hours	Total Cost
1.1	Project Administration	32	$ 4,400
1.2	Utility Documentation and Research	17	$ 1,950
1.3	Potholing	5	$ 6,075
1.4	Drainage/Hydrology Study	32	$ 3,775
1.5	Preliminary Design and Draft Drainage Study (60% Design)	73	$ 14,650
1.6	Detailed Design (90% Design)	30	$ 3,625
1.7	Right-of-way Dedication and property research	41	$ 3,925
1.8	Final PSE (100% Design), Assistance During Bidding	22	$ 2,700
TASK 2	**CONSTRUCTION AND SURVEYING SERVICES**		
2.1	Construction Surveying and Staking, Pre-Construction Meeting, Answer RFIs	42	$ 5,900
2.2	As-Built Preparation	14	$ 1,675
2.3	Traffic Control Plan	3	$ 6,275

A. Total proposal amount in written form (Tasks 1.1-1.8):

$41,100

B. Total Construction and Surveying Services (Tasks 2.1-2.3)

$13,850

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

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

LABOR HOURS AND FEE
EXHIBIT "C" COMPENSATION

The MAXIMUM NOT-TO-EXCEED fee for all engineering/suvey design services to be rendered and all materials to be furnished, is $41,100
Construction and Survey Services to be performed under separate PO - $13,850

KWC ENGINEERS																
									Survey			Subconsultant				
												5% Mark Up				
Line item	Description	Project Manager	Project Surveyor	Project Engineer	Project Designer	Survey Analyst	Engineering Assistant	Tech Asst	2 Man Survey Crew	KWC Hours	KWC Subtotal	C-Below	Inland Aerial	LLG	Subconsultant Subtotal	TOTAL NTE FEE
	Hourly Rate $	145	145	125	115	105	110	75	235							
1	**Engineering/Survey Design Services**	**52**	**5**	**0**	**93**	**38**	**56**	**0**	**8**	**252**	**30,350**	**5,180**	**1,100**	**4,000**	**10,750**	**41,100**
	1.1 Project Administration and Coordination	24			4		4			32	**4,400**				**0**	**4,400**
	1.2 Utility Documentation and Research	1			8		8			17	**1,950**				**0**	**1,950**
	1.3 Potholing	1			4					5	**625**	5,180			**5,450**	**6,075**
	1.4 Drainage/Hydrology Study	4			20		8			32	**3,775**				**0**	**3,775**
	1.5 Preliminary Design and Draft Drainage Study (60% Design)	9	1		25	2	28		8	73	**9,350**		1,100	4,000	**5,300**	**14,650**
	1.6 Detailed Design (90% Design)	6			20		4			30	**3,625**				**0**	**3,625**
	1.7 Right-of-way Dedications and Property Research	1	4			36				41	**3,925**				**0**	**3,925**
	1.8 Final PS&E (100% Design, Assistance During Bidding	6			12		4			22	**2,700**				**0**	**2,700**
2	**SEPARATE PO - Construction and Survey Services**	**7**	**8**	**0**	**22**	**6**	**0**	**0**	**16**	**59**	**7,950**	-		**5,600**	**5,900**	**13,850**
	2.1 Construction Surveying and Staking, Pre-Construction meeting, Answer RFIs	4	8		8	6			16	42	**5,900**				**0**	**5,900**
	2.2 As-built Preparation	2			12					14	**1,675**				**0**	**1,675**
	2.3 Traffic Control Plan	1			2					3	**375**			5,600	**5,900**	**6,275**
	SUBTOTAL	**59**	**13**	**0**	**115**	**44**	**56**	**0**	**24**	**311**	**$ 38,300**	**$ 5,180**	**$ 1,100**	**$ 9,600**	**$ 16,650**	**$ 54,950**

All charges for subcontracted services shall be in the same amount as actually invoiced to and paid by the engineer plus an allowable 5% markup.
The cost of printing, mileage, telephone, mailing, and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges.

Appendix 3: Public Works Contract Requirements

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

PUBLIC WORKS CONTRACT REQUIREMENTS

Project Title: Design Engineering Services for the Drainage and Street Improvement Project at Intersection of Ramsey St & Sunset Ave	
Invitation for Bid #:	**Contract Duration:** to
Description of Project: Engineering design and surveying services for removal of 2 large drain inlets, roadway impr. and reconstruction of handicap ramps at the intersection of Ramsey St & Sunset	
Labor Compliance Contact Information:	Name: Lucy Gonzalez Physical Address: 1880 Compton Avenue, Suite 100 Corona CA 92881 Mailing Address: 1880 Compton Avenue,Suite 100 Corona CA 92881 Email: lucy.gonzalez@kwcengineers.com Phone:951-734-2130 Ext. 250
Prime Contractor:	Name: The K.W.C. Companies, Inc., dba KWC Engineers Physical Address: 1880 Compton Avenue, Suite 100 Corona CA 92881 Mailing Address: 1880 Compton Avenue, Suite 100 Corona CA 92881 Email: Mike.Taing@kwcengineers.com Phone: 951-734-2130 Ext. 235
Contractor License #:	**Contract Manager:** Brandon M. Barnett PE PLS
PWCR #: 1000018579	**Project Manager:** Mike C. Taing

POSTERS/NOTICES

Contractors are required to post all required state posters on the jobsite in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom **do not** meet the posting requirement.

☐ **State general prevailing wage determinations in effect on date advertised**
General prevailing wage determination _____
Journeyman and Apprentice Prevailing Wage Rates can be accessed at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm *Reference: California Labor Code Section (LC §) 1773.2*

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

PREVAILING WAGE REQUIREMENTS

- ☐ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: LC §1774*

- ☐ Contractors utilizing an entity for the purpose of hauling or delivery of ready-mixed concrete are required to enter into a written subcontract agreement with the entity. *Reference: LC § 1720.9*
  - ⇨ Workers employed in the hauling and delivery of ready-mixed concrete must be paid not less than the specified prevailing wage for the type of work performed in the geographic location of the plant/batch facility. *Reference: LC § 1720.9*

- ☐ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty. *Reference: LC §1810-1815*

- ☐ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.

- ☐ When required, shift differential rates must be paid for classifications which include a shift determination.

- ☐ **State Prevailing Wages**
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.

- ☐ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
  - ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the California Department of Industrial Relations (DIR) for classifications utilized. Contact the Prevailing Wage Unit at (415) 703-4774 or available on DIR's Web site at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: LC §1773.1*

- ☐ Contractors violating prevailing wage requirements are subject to a penalty to be paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *Reference: LC §1775 and §1742.1*

PAYROLL REQUIREMENTS

- ☐ Labor Classification Survey form shall be completed by the prime and subcontractors and Submitted by the Prime to the City at the beginning of the project.

- ☐ All labor compliance documents submitted must be complete and accurate, and require the correct contract number.

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

- ☐ Certified payrolls must be completed weekly and documents are due with invoice. *Reference: LC §1771.5*
- ☐ Certified payrolls must include ALL information as required by Labor Code 1776, *Contractor/Subcontractor Payroll. Reference: LC §1776*
- ☐ Certified payrolls shall display employee social security numbers OR if desired, the last 4-digits of the SSN may appear on the payroll documents if a "Master Key" of social security number is provided.
- ☐ Classification and group numbers are required on all payrolls (i.e., Laborer-Group 1, Plumber-Pipefitter, etc.). When work classification is not shown or a misclassification has been identified, the City of Banning will determine the wage rate based on duties performed. *Reference: LC §1776*
- ☐ Payrolls must clearly show how gross and net wages are calculated, including fringe benefits.
- ☐ A *Statement of Compliance* is due with each weekly payroll. Boxes must be marked indicating if benefits are paid to a fund or to the employee(s). All deductions marked "other" must be explained on the payroll or the Statement of Compliance (i.e. garnishments, tools, etc.). *Reference: LC §1776*
- ☐ All deductions marked "other" (i.e. garnishments, tools, etc.) must be explained on the payroll or the Statement of Compliance. Source documents to confirm the "other" deduction that meet requirements of an authorized payroll deduction are to be submitted on the first payroll which the deduction appears. Authorization for "Other" Payroll Deduction form is required to be submitted to the City.
- ☐ A *Fringe Benefit Statement (Statement of Employer Payment) form),* must be completed and signed showing hourly rates and the name and address of the plan(s) whenever fringe benefits are paid to a plan, fund or program. The form must be submitted with the first payroll and when fringe benefits or subsistence amounts change. Statements must be specific to the contract. *Reference: LC §1773.1*
- ☐ All contractors are required to provide itemized wage statements (check stubs) to employees.
- ☐ A *Statement of Non-Performance* is required during the project weeks that work is not performed.
- ☐ Failure by the prime to submit the required reports or documents will result in all payments due to the contractor being withheld until the next invoice after compliance. *Reference: LC §1771.5*
- ☐ City of Banning *Owner-Operator Listing* form, may be used when owner-operators are performing on the project. *Reference: LC §1776*
  - ⇨ The contractor employing an equipment owner-operator must complete the owner-operator listing. Forms will not be accepted from the equipment owner-operator unless the hiring contractor signs the owner- operator Statement of Compliance.
- ☐ Whenever an entity is used in the hauling or delivery of ready-mix concrete the following documentation must be provided:
  - ⇨ A copy of the written agreement between the entity hauling/delivering ready-mix

concrete and the contractor is required to be submitted with the first payroll which the entity performed work.

- ⇨ The contractor is required to submit a copy the driver's certified time records to the City of Banning with the payroll submission. *Reference: LC § 1720.9*

❑ Certified payrolls may be maintained and submitted electronically utilizing the Department of Industrial Relations Reporting form (State).

- ⇨ Submissions must be in an unmodifiable PDF format and contain all information required by California Labor Code Section 1776.
- ⇨ The prime contractor and each subcontractor must complete and submit a Certification of Authorization form to the City of Banning certifying that the principals and authorized payroll officer understand the requirements.
- ⇨ Certified payrolls shall be submitted to the City of Banning and must only contain only one week ending per submittal. Electronic submittals may be sent to hstuart@ci.banning.ca.us or hardcopies are acceptable as well.
- ⇨ The prime contractor shall be responsible for providing all subcontractor payroll records to the City.

APPRENTICES

❑ All requirements of California Labor Code, Section 1777.5 apply for classifications which DIR has identified as an apprenticeable craft, including the following:

- ⇨ Submit DIR's Division of Apprenticeship Standards (DAS) form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. Form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm
- ⇨ Classifications that are an "apprenticable craft" shall contribute training funds to an approved training program.
- ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council.
- ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification in which they are registered and employed.

❑ Complaints or violations regarding apprentice ratios will be referred to DAS.

❑ Proof of registration in a state-approved apprenticeship program will be required and must be submitted with the first payroll on which apprentices appear. *Reference: LC §1777.5* An Apprentice Certification Letter is acceptable proof.

❑ If an apprentice is required but not provided by the Division of Apprenticeship, then solicitations submitted by the contractor/subcontractor b to the DAS attempting to obtain an apprentice shall be submitted to the City.

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

ACKNOWLEDGMENT

I acknowledge that I have been informed and am aware of the Public Works requirements listed above and that I am authorized to make this certification.

CONTRACTOR : The K.W.C. Companies, Inc., dba KWC Engineers

AUTHORIZED NAME: Brandon Barnett **TITLE:** President

AUTHORIZED SIGNATURE: _____ **DATE:** 4/18/19

PHYSICAL ADDRESS: 1880 Compton Avenue, Suite 100 Corona, CA 92881

MAILING ADDRESS: 1880 Compton Avenue, Suite 100 Corona, CA 92881

EMAIL ADDRESS: brandon.barnett@kwcengineers.com **PHONE:** 951-734-2130

PAYROLL CONTACT NAME: Kelly Jackson

TITLE: Financial Manager

E-MAIL ADDRESS: kelly.jackson@kwcengineers.com **PHONE:** 951-734-2130 Ext 208

ATTACHMENT 4

Draft Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT (C00529)

FOR THE DESIGN OF DRAINAGE AND STREET IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE

By and Between

THE CITY OF BANNING

and

KWC ENGINEERS, INC.,

a California corporation

AGREEMENT FOR PROFESSIONAL SERVICES (C00529) FOR THE DESIGN OF DRAINAGE AND STREET IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE BY AND BETWEEN CITY OF BANNING AND KWC ENGINEERS, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into on: _____ by and between the **CITY OF BANNING, a municipal corporation** ("City") and **KWC Engineers, Inc., 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 Design of Drainage and Street Improvements at the intersection of Ramsey Street and Sunset Avenue 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 the Design of Drainage and Street Improvements at the intersection of Ramsey Street and Sunset Avenue. 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, in addition to the Scope of Services provided in Exhibit "A", include the Request for Proposal or Invitation for Bids ("Contract Documents"), which are incorporated herein by this reference as though fully set forth herein. This Agreement shall also include the Consultant's accepted bid proposal ("Accepted Bid"), which is attached hereto as Exhibit "A-1" and 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 this Agreement, the terms of the Contract Documents shall govern over the Accepted Bid, and the terms of this Agreement shall govern over both the Contract Documents and the Accepted Bid.

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 Exhibit A-1. The total compensation, including reimbursement for actual expenses, shall not exceed FORTY-FIVE THOUSAND, TWO HUNDRED AND TEN DOLLARS ($45,210) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded, unless Additional Services are approved per 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 Exhibit A-1, 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 Exhibit A-1.

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 Exhibit A-1. 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 Exhibit A-1. 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.

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.

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 Exhibit A-1 and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in Exhibit A-1 ("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. 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:

Brandon M. Barnett, P.E., P.L.S., President

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.

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, 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.

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 in writing 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. 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 Exhibit A-1 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

Douglas Schulze, Date
City Manager

ATTEST:

Daryl Betancur, Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

NAME: DATE
TITLE:

NAME: DATE
TITLE:

Tax ID No.

Address:

Two signatures are required if a corporation

EXHIBIT "A"
SCOPE OF SERVICES
(Request for Proposal Specifications pages 1-8)

CITY OF BANNING

PUBLIC WORKS DEPARTMENT

Invitation to Bid

DESIGN OF DRAINAGE AND STREET IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE

Release Date: March 20, 2019

Due Date: April 18, 2019 (by 3:00 p.m.)

Contact Person: Holly Stuart, Management Analyst
Phone: (951) 922-3138
E-mail: hstuart@ci.banningca.gov

I. PROPOSAL

The City of Banning (City) is soliciting proposals from qualified consulting firms to provide engineering design services for the development of a drainage/hydrology study, street improvement plan, signage and striping plan, storm drain improvement plan, traffic control plan and project specifications to alleviate the existing grade issues whereby two large drain inlets are below street grade at the Ramsey Street and Sunset Avenue intersection.

The intention of this project is to improve the drainage, make catch basin improvements, remove two existing drain inlets and eliminate the grade difference at the Ramsey Street and Sunset Avenue intersection, grind and overlay the intersection, reconstruct three existing handicap ramps that are noncompliant, and install new striping, within the project limits to include a radius of 300 feet from the centerline of the Ramsey Street and Sunset Avenue intersection.

II. SCHEDULE OF EVENTS

The Invitation for Bids will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City:

Event	Date	Time
Invitation for Bids Released	March 20, 2019	N/A
Final Questions Due	April 4, 2019	Before 3:00 pm PST
Responses to Questions Released	April 11, 2019	N/A
Bids Due	April 18, 2019	Before 3:00 pm PST
Tentative City Council Meeting to Consider Awarding Contract, if applicable.	May 14, 2019	5:00 pm
Notice to Proceed (Tentative)	June 17, 2019	

III. SUBMITTAL INSTRUCTIONS

Proposals shall be accepted until April 18, 2019 at 3:00 p.m. via email:

Holly Stuart, Management Analyst – hstuart@ci.banningca.gov

All firms receiving this request for proposals have been pre-qualified as part of the On-Call Engineering Services (RFP No. 17-009) and it is not necessary to include extensive company background. Selection, will be based on price (50%) and the experience of individuals proposed to be assigned to this project (50%). The selected consultant will need to execute a standard contract with the City for professional services.

The proposal shall include a fee schedule that provides a breakdown of hourly rates and proposed classifications, including any sub-consultants as well as the proposed percentage mark-up for reimbursable expenses. Prior experience completing similar projects shall be submitted for each proposed personnel.

The proposal package shall include the described services, requirements, compensation, and schedule as organized in Exhibit's "A" through "D" of the City's standard professional services agreement. Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size which excludes index/table of contents, tables, charts and graphic exhibits. The proposal shall include among other things:

a. Proposal – The proposal shall be signed by the appropriate company executive who can bind the company in contractual services.

b. Organization and Staffing – Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work. Identify the Project Leader who will be the day-to-day contact for the services; and, other personnel assigned to perform the required work. The Consultant will provide personnel to act independently in accomplishing work for the City.

   Project Schedule – Provide a tentative project schedule for the Scope of Work (Task 1 only) from start to completion. A project schedule is only needed for the Engineering/ Survey Design Services, Task 1 of this Proposal. The construction phase, Task 2 will take place next Fiscal Year.

c. Proposed Fee Schedule – Provide a statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses.

d. Suggested Task Breakdown:

   Task 1. Engineering/Survey Design Services
   1.1 Project Administration and Coordination
   1.2 Utility Documentation and Research

1.3 Potholing
1.4 Drainage/Hydrology Study
1.5 Preliminary Design and Draft Drainage Study (60% Design)
1.6 Detailed Design (90% Design)
1.7 Traffic Control Plan
1.8 Final PS&E (100% Design), Assistance During Bidding

Task 2. Construction and Survey Services
2.1 Construction Surveying and Staking, Pre-construction Meeting, Answer RFIs
2.2 As-Built Preparation

Task 3. Optional Task
3.1 Right of Way Dedications and Property Research
3.2 Addition Services

IV. SCOPE OF WORK

The project scope includes preparing a drainage/hydrology study of the intersection and 300-foot radius ("project area"); storm drain improvement plan; and street improvement (including grind and A.C. overlay, reconstructing three handicap ramps, signage, striping and traffic control plans) plans. Also, include the preparation of Plans, Specifications and final construction Cost Estimates. Any new Catch Basins must be equipped with a full capture Trash Device approved by the Public Works Director to meet the Trash Amendments requirements. A Traffic Control Plan shall also be prepared. Coordination with Caltrans shall be needed to obtain their approval for traffic detours and disruptions to the Sunset Ave/I-10 interchange. The consultant shall be responsible for coordinating efforts to obtain Caltrans approval on the Traffic Control Plans. The Specifications shall include the Cost Estimates, Technical Specifications, Bid Schedule and Special Provisions given by the Public Works Dept. Right of Way dedications for the three noncompliant handicap ramps may be required, as an Optional Task. Coordination with all of the utility companies and meetings will also be required. Construction surveying and staking, As-Built drawing preparation and response to RFIs shall also be required.

The following Scope of Work tasks must be listed and addressed on the proposal submitted to the City:

TASK 1. ENGINEERING/SURVEY DESIGN SERVICES

1.1 PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City of Banning, consultant shall conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task and subtasks, deliverables, milestones, critical path designation and a schedule for progress meetings. A field meeting will occur at the kickoff meeting.

Project Milestone/Monthly Meetings

Consultant shall prepare a project execution schedule with major milestones to the City of Banning for approval. Consultant shall prepare regular progress reports and meeting Agendas and Minutes for the City of Banning staff each month. Assume that a minimum of 6 meetings (kick-off meeting, 3 monthly meetings, final submittal meeting and preconstruction meeting) will occur during the entire design phase of the project and include this in the Schedule and Fee Schedule.

1.2 UTILITY DOCUMENATION AND UTILITY RESEARCH

Consultant shall conduct thorough research to obtain all available utility documents within the project area. Consultant shall be responsible for researching all applicable agency and utility company records. Consultant shall conduct field research to collect visible information of the project area. Consultant shall be responsible for preparing a complete list of all underground (U/G) and aboveground (A/G) utilities and facilities in the project area.

1.3 POTHOLING

Consultant shall be responsible for developing a potholing plan for locating and profiling existing U/G utilities of the Ramsey Street and Sunset Avenue intersection and within project limits, and upon approval by the City of Banning, will be responsible for conducting the required potholing. Consultant shall submit Potholing Report describing all findings in PDF format electronically sent to City staff. For the purpose of providing a Fee for this scope, the consultant shall assume that there will be 8 pothole locations at a depth of 5 feet.

1.4 DRAINAGE/HYDROLOGY STUDY

A licensed Professional Engineer shall prepare a drainage/hydrology study for the project limits and provide recommendations to alleviate the existing conditions and use RCFCD standards to determine storm drain improvements design criteria.

1.5 PRELIMINARY DESIGN AND DRAFT DRAINAGE STUDY (60% DESIGN)

Upon completing record document research, field data collection, surveying and potholing, the Consultant shall compile all gathered information and prepare three (3) sets of plans on 24 X 36-inch paper and electronically for City staff to review and shall discuss at the monthly progress meeting. All associated plans for the project, including Storm Drain and Street Improvements, Traffic Control during construction, and Signage and Striping will be submitted at this stage, along with the Draft Drainage Study. A licensed Professional Engineer shall prepare all plans and it shall be using a 1" =20' scale. After the comments have been incorporated and the conceptual design and drainage study are approved by the City of Banning, the Consultant shall proceed with the detailed 90% design. Preliminary design for this Task shall include Construction Notes and associated quantities on

the Title page and the recommended storm drain appurtenances (plan & profile) and any proposed connections.

1.6 DETAILED DESIGN (90% DESIGN)

With preliminary design review comments incorporated from the City of Banning, Consultant shall prepare detailed design Plans, Specifications & Estimates (PS & E) for all of the proposed improvements. Plans shall be prepared using computer aided design software (AutoCAD) and shall be printed on size 24x36 paper. Final plan submittal shall be signed by a California Registered Professional Engineer. Consultant shall submit three (3) sets of the detailed design plans including Traffic Control plans to Caltrans for their review. The special conditions and technical specifications shall be prepared and submitted. The City will provide the Consultant with its boilerplate documents, so a Full Set of Specifications (3 paper copies and also in Word format) will be prepared and delivered by the Consultant. The City of Banning will review the submitted PS & E, provide comments, and request revisions until it is in compliance with City of Banning standards and policies. A progress meeting to discuss these comments will be needed.

1.7 TRAFFIC CONTROL PLAN

Since the project is at a major intersection and is an on/off-ramp to the I-10, traffic control plans must be prepared by a **licensed Traffic Engineer** and approved by the City Engineer and Caltrans. The intersection must remain open to through traffic at the end of each workday.

1.8 FINAL PS&E (100% DESIGN), ASSISTANCE DURING BIDDING

Upon approval of the detailed design PS & E from the City of Banning the Consultant shall prepare the final Draft PS & E for bid. The final bid package shall include the construction cost estimate, plans and specifications. A licensed Professional Civil Engineer shall provide a wet stamp and signature on the mylars and all the final documents, including the Specifications. The City shall perform a final Screen check (Consultant will provide three (3) sets of the project documents, Plans and Specifications) and in electronic format prior to giving the Consultant approval to print the final documents, Plans and Specifications.

All approved Final plans must be prepared on medium weight Mylar utilizing City Title Block, and be according to the City of Banning Standard Specifications and also submitted on AutoCAD. Three (3) entire sets of the final Plans and Specifications ready for bidding shall be delivered to the City Engineer. All project documents shall be provided to the City in Word format and in AutoCad.

During the Bidding process, provide any clarifications on the Plans or Specifications, requested by the contractors or City staff and if needed, assist with Addendum preparation.

TASK 2. CONSTRUCTION AND SURVEY SERVICES

The City's Public Works Inspector may perform the inspections for the project and Public Works Department staff will manage the construction phase of the project.

2.1 CONSTRUCTION SURVEYING AND STAKING, PRE-CONSTRUCTION MEETING, ANSWER RFIS

Provide one set of construction staking and calculations for the entire project and submit related cut sheets to City staff. Answer all surveying questions the Contractor may have. Attend a minimum of one Pre-Construction meeting. Answer any questions of the PS and E the Contractor may have during the construction phase.

2.2 AS-BUILT PREPARATION

Upon receipt and acceptance of the field As-Built construction drawings from the City of Banning Project Manager, Consultant shall prepare final As-Builts incorporating any changes that occurred during the construction. Consultant shall submit final As-Builts to the City of Banning in mylars, shape file and PDF electronically. Final As-Builts shall be signed by a California Registered Professional Engineer in each corresponding discipline.

Task 3 OPTIONAL TASK (Please provide a SEPARATE FEE just for this Optional Task)

3.1 RIGHT OF WAY DEDICATIONS, AND PROPERTY RESEARCH

The consultant shall research the existing right of way and perform all of the work required to prepare up to three (3) right-of-way dedication documents (legal descriptions and plats) to accommodate the proposed handicap ramp reconstruction as part of the street improvements. Prepare a draft of each right-of-way dedication for staff review, incorporate comments, and finalize for the City to seek Riverside County recordation of the documents. Communication with affected property owners will be coordinated through the City of Banning. The City Engineer shall determine if this Task is needed based on the consultants' design research to first check and see if the handicap ramps can be constructed and made complaint within the existing right of way.

3.2 ADDITIONAL SERVICES

Consultant is encouraged 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 as an additional task in the Consultant's Fee Schedule.

V. PREVAILING WAGE REQUIREMENTS

In responding to this request, all professional firms or contractors agree to comply with prevailing wage requirements, the Department of Industrial Relations, as further described below:

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations (DIR), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

California Department Industrial Relations Registrations

In 2014, the California legislature enacted several laws impacting public works contracting. Senate Bill 854 (SB 854) creates changes in the way DIR monitors prevailing wage requirements. All contractors and subcontractors must register with the DIR and meet DIR requirements before bidding on public works contracts in California. No contractor or subcontractor may be awarded a contract for public work or public works project unless registered with the DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Public Work Contractors/Subcontractors can register with the DIR at www.dir.ca.gvo/Public-Works/.

VI. SUBCONTRACTING

The Consultant may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by Consultant, Consultant is representing to City that Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the project specific proposal, the Consultant shall not award work to any unlisted subcontractor(s) without prior written approval of the City. The Consultant shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the City.

VII. CONSULTANT COMPENSATION

Proposer shall provide a scope and a "not to exceed fixed fee" for professional services and submit the Price Proposal Form (Attachment 1). The selected Consultant will be asked to enter into a "not to exceed" agreement prior to the issuance of the notice to proceed and required to provide insurance naming the City of Banning as additional insured.

VIII. CITY DISCLAIMER

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the qualifications that best meet the City needs. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

No representation is made that any contract will be awarded pursuant to this RFP. In no way shall a contract be viewed as an exclusive contract in any way. The City reserves the right to retain additional consultants as necessary to satisfy the needs of the City. All costs incurred in the preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposed firm. Information submitted to the City in response to this RFP will become the property of the City of Banning and will not be returned.

IX. STANDARD CONTRACT

The Consultant shall be willing to enter into an agreement attached as Attachment 2 and comply with the City's insurance requirements as indicated in the agreement.

X. SCHEDULE

The consultant shall provide a project schedule indicating key project milestones and project activities. The schedule shall reflect a tentative start date of July 1, 2019.

XI. NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, include contingencies for additional meetings or workshops, and address other factors identified by the Proposer not contemplated in this document or the City's standard agreement.

XII. ATTACHMENTS:

1. Pricing Proposal Form
2. Agreement and Insurance Requirements
3. Public Works Contract Requirements

EXHIBIT "A-1"
CONSULTANT'S PROPOSAL
(pages 1-29)

PROPOSAL

DESIGN ENGINEERING SERVICES FOR DRAINAGE AND STREET IMPROVEMENT AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE



PREPARED FOR:

City of Banning
Public Works Department
99 East Ramsey Street
Banning, CA 92220-0998

Attn: Holly Stuart – Management Analyst

PREPARED BY:

KWC ENGINEERS
1880 Compton Avenue, Suite 100
Corona, CA 92881
Brandon M. Barnett, PE, LS
Tel: (951) 734-2130 Ext. 203
Cell: (951) 808-7311
Brandon.Barnett@KWCEngineers.com
www.kwcengineers.com

April 18, 2019

June 11, 2019

City of Banning
99 East Ramsey Street
Banning, CA 92220-0998

Submitted via email: hstuart@ci.banningca.gov

ATTENTION: HOLLY STUART, MANAGEMENT ANALYST

REGARDING: DRAINAGE AND STREET IMPROVEMENT PROJECT AT RAMSEY ST & SUNSET AVE

RFP - ENGINEERING DESIGN SERVICES

Dear Ms. Stuart,

KWC Engineers (KWC) appreciates the opportunity to submit this Proposal for Professional Engineering Design Services to the City of Banning (City) for the Drainage and Street Improvement Project located at the intersection of Ramsey Street and Sunset Avenue. We have prepared this proposal in accordance with the City's Request for Proposal (RFP) dated March 20, 2019 and Addendum No. 1 Q&A dated April 9, 2019.

KWC understands the City of Banning desires to improve the existing drainage and roadway grade condition at the intersection of Ramsey Street and Sunset Avenue. This project proposes the design and preparation of plans and dcouments to eliminate two existing drainage inlets, grind and overlay of existing pavement, installing catch basin and storm drain pipes to improve drainage at the intersection, reconstruct three existing non-compliant handicap ramps, and installing new striping as needed. The construction of these improvements will alleviate the existing grade issues and provide for a smoother grade transition for vehicles traveling across the intersection. The proposed design shall be governed by the information provided by the City's record as-built plans, Site Reconnaissance, Field Survey, and the research obtained from Dry Utility purveyor's record maps identifying location of existing wet and dry utilities, roadway right-of-way, and other relevant design information. We have thoroughly read the scope outlined in the RFP provided by the City, performed research and conducted a site visit.

Below are three (3) reasons why the City should hire KWC for this project:

1) KWC has built a team (in-house and subconsultants,if desired) that has the expertise to perform this work based on our **recent experience on similar projects including a recently constructed Waterline Replacement Project within 'The Circle' of downtown Corona, Lake Street Improvement Project, several Storm Drain Improvement Projects that are currently in design.** We also have extensive experience working on small to large land development projects for the private section which gives us insight into providing cost effective design solutions.
2) KWC has highly motivated and professional staff driven to work cooperatively with City staff to complete the proposed Drainage and Street Improvement project on time and within the approved budget.

3) KWC is known as a company that uses strategic approach, teaming, service, trust and respect to complete similar projects with excellence.

All design work outlined within Option 1 Work Scope will be performed by our own experienced staff and supervised by the Engineer of Record assigned to the project.

We propose to hire, manage and oversee the following subconsultants:

- **C-Below** for Potholing
- **Linscott Law & Greenspan** for preparation of Signage & Striping, and Traffic Control Plans
- **Inland Aerial Surveys, Inc** for preparation of Aerial Topography

All charges for subcontracted services shall be in the same amount as actually invoiced to and paid by the engineer plus an allowable 5% markup.

The design survey work will be performed by our own survey crew.

The cost of printing, mileage, telephone, mailing, and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule, and there will be no additional charges.

On behalf of KWC, **Mike Taing** will be the contact person during the proposal evaluation phase. His contact information is:

Mike C. Taing, P.E. – Director of Engineering
KWC Engineers - 1880 Compton Avenue, Suite 100, Corona, CA 92881
Tel: (951) 734-2130, Extension 235; Cell: (951) 901-5405
Email: Mike.Taing@KWCEngineers.com

It is with our company qualifications, experience and project approach that we have assembled a talented team of professionals with a strong desire to successfully complete this project on time and on budget. We look forward to the possibility of working with you and City staff on this project. Please feel free to call Mike, if you have any questions regarding our proposal or qualifications.

This proposal shall remain valid for 90 days from this date of submittal, April 18, 2019. KWC accepts the City's Professional Services Agreement as currently written with no exceptions. By signing this Transmittal Letter, I acknowledge that all information found within the attached proposal is true and correct and that I am an authorized person to bind KWC to the terms of the proposal.

Sincerely,

KWC ENGINEERS

Brandon Barnett, P.E., L.S.
President

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Appendix 1 RFP Addendum 1

Appendix 2 Pricing Proposal Form

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TECHNICAL APPROACH AND SCOPE OF WORK

Project Understanding

The City of Banning Public Works Department has identified the Ramsey Street and Sunset Avenue Intersection as a City roadway that is in need of repair to alleviate an existing grade issue caused by two existing grate inlet catch basins located on the southbound lane of Sunset Avenue. The proposed improvements within the intersection will not only improve the existing roadway condition but will also allow the City to bring the existing handicap ramps at the northwest, northeast, and southeast corner to compliance with current ADA requirements.

The proposed roadway improvements shall include redesign and grind/overlay of roadway grades at the intersection, remove the two existing grate inlets, extend storm drain and catch basins as needed, reconstruct three existing handicap ramps that are non-compliant, and install new striping as applicable. The design will include a drainage report to evaluate the existing drainage condition and provide recommendations to capture and convey the storm runoff in a safe and non-destructive manner. All plans will follow City current design guidelines and standard plans and will work with City to minimize project costs. We have identified several key areas to focus in on during the project kickoff and design phase:

Key / Critical Areas

- Identifying and avoidance of existing utility lines and abandonment/removal of existing drainage facilities
- Identification of existing drainage facilities and evaluation of the available capacities of storm drain system
- Determining limits of roadway repairs to minimize cost while improving the existing roadway condition
- Maintaining project schedule and budgets
- Design propose roadway and drainage improvements to minimize inconveniences to commuters

Once a consultant has been awarded the contract and City has given the authorization to proceed, KWC will coordinate a meeting with City's Project Manager to review the detailed work scope, verify/confirm project schedule milestones, critical path items and deliverables for each task, and perform a field visit to further discuss potential design issues. This will ensure that the project goals are met while maintaining schedule and budget. KWC's project manager and team leader assigned to the project will be attend this initial kickoff meeting so that it gives us an opportunity to introduce ourselves and establish the means of communication for the project.

KWC's Project Manager will be continuously involved in the work assignment and review of all project tasks from start to finish. He will work closely with his engineering team to execute the research, design and plan preparation to ensure project objectives are met and for a completion of a success project. He will be the point of contact with the City's Project Manager and will remain in constant communication via phone or email. He will coordinate directly with City to resolve any issues or concerns and attend all agency meetings. KWC's will also assign a separate Project Manager to provide an additional QA/QC review of the plans and documents to ensure clarity, accuracy and constructability of the proposed improvements. KWC's Project Manager will also be responsible for reviewing all monthly invoices and work product prior to any submittal to the City.

In order to design the proposed improvements, KWC's Project Coordinator, Jo Howard, will go down to the City and other agencies to perform research and obtain right-of-way maps (parcel maps, tract maps, records of survey, etc.), City as-built improvement and utility plans, and drainage reports of the project area provided in the RFP. She will also prepare utility research request letters and coordinate with all affected "dry" utility purveyors as necessary to obtain all available data of existing and planned facilities in the designated area. She will compile dry utility maps received from the letters to be sent out by the KWC and will organize the existing plans and maps into an 11"x17" binder to use as reference and to provide to the City with the 60% submittal. Also, KWC's survey team will perform field surveys the existing monuments, establish site control, and conduct topo survey of existing roadway and above ground features necessary for development of design plans.

Upon completion of the field survey, KWC, Travis Foster, will review the survey data and draft the existing roadway conditions. He will also incorporate the existing utilities and other relevant information into the project base maps per the designated horizontal offsets identified in the compiled research documents. The project base maps will then be cross checked with the photos taken during the field walk to ensure completeness and accuracy of the information being reflected.

Next, KWC, will prepare a preliminary design concept for the proposed improvements and pothole exhibit to briefly review with the City and get consensus on potential limits of construction and proposed improvements prior to completing the 60% level plan set. This will help expedite and streamline the plan preparation process and alleviate any unnecessary work. It will also allow the pothole consultant to initiate the work effort to obtain the necessary pothole data for design.

Once a preliminary design concept has been determined KWC, Travis with Mike Taing's supervision, will continue with the plan preparation for 60% level plans identifying limits of removals, detailed design grades, proposed roadway and drainage improvements, handicap ramp improvements, and construction details as necessary. KWC will coordinate with the Traffic Engineer to prepare the Signing & Striping Plan based on the proposed design concept. The 60% level plans will include the title sheet, detail sheets, and associated plan/profile sheets. We estimate the plan set to be about 7 sheets including the S&S.

KWC will prepare a draft Drainage Study to evaluate the existing drainage conditions and determine the capacities of existing facilities. This will confirm whether additional drainage facilities are actually needed for the project area as identified in the RFP. Three (3) sets of plans and a draft Drainage Study will be provided to the City for review. KWC, will meet with the City to review 60% level comments to ensure City's concerns are incorporated in the resubmittal.

KWC, Mike Taing will review comments with Travis and coordinate the preparation of 90% level plans, and coordinate with City to provide additional design options and resolve any additional concerns, if necessary, prior to resubmitting plans. KWC will also coordinate with Traffic Engineer to make any necessary changes to the Signing & Striping Plan. KWC will coordinate with City to obtain Standard Specifications template and preparation of the Technical Specifications and Green Book Special Provisions. The engineer's construction cost estimate will be prepared once the plans are ready for 90% resubmittal. Mr. Taing will review plans prior to each submittal. Victor Elia will be also be designated to perform a QA/QC of the plans prior to submittal to ensure adherence to City's policies and guidelines and overall constructability. KWC will resubmit the required plans and documents for 90% level plan review. Should additional right-of-way dedication be needed, KWC will prepare necessary legal and plats for recordation by City.

Once the City has completed the review, KWC will meet with the City to review the additional comments and make final corrections for resubmittal. KWC will provide copies of approved construction plans, Drainage Reports, and Technical Specifications requested by City for Bid purposes. KWC will also be available to provide clarifications and answer any questions from contractors. In addition, KWC will provide construction and survey staking support, traffic control plans, and as-builts as requested by City up to budgets identified in this proposal.

PROJECT MANAGEMENT

We have listed the work activities that are needed in order to complete the design effort for the proposed waterline improvement project. Our activities are based upon the specific tasks identified by the City in its RFP as well as our experience working on other similar pipeline projects in other the Cities. As required in the RFP, this proposal identifies the proposed work plan for Option 1 Full Engineering Design Services and Option 2 Staff Augmentation Design Services. The required work tasks are as follows:

TASK 1 –ENGINEERING/SURVEY DESIGN SERVICES

Task 1.1: Project Administration and Coordination

This task includes: the attendance at project kickoff and field meeting, monthly status updates and coordination with City's project manager; preparation of project schedule, QA/QC and the monitoring of all deliverables, calculations and other work products; as well as any additional review meetings, processing, and coordination required to complete the Project.

KWC will prepare meeting agendas and minutes for each meeting. Minutes, including a list of attendees with phone numbers and email addresses, a synopsis of discussion items, any pertinent information, action items and all follow-ups to the actions items, will be distributed to all attendees within five days of the meeting. KWC will also prepare Status Reports and updated Project Schedules on a monthly or as needed basis for the team. This task assumes a total of six (6) meetings (kickoff meeting, 3 monthly meetings, final submittal meeting and preconstruction meeting. We have also allocated time within this task for two (2) conference calls with agencies to resolve any miscellaneous project items needing immediate attention.

KWC Team Members: Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC), Travis Foster, EIT (Project Designer), and Jo Howard (Engineering Assistant)

Task 1.1 Deliverables: Meeting Agendas & Minutes, Monthly Status Reports, Updated Project Schedules, Submittals, and Monthly Invoices

Task 1.2: Utility Documentation & Utility Research

This task includes: Data Collection at City and Utilities Research.

KWC will perform research and obtain the necessary record maps, as-built street improvement, drainage reports, and existing wet utility improvement plans at the City of Banning to secure information required to identify, locate, and accurately layout all existing utilities, improvements, easements, and right-of-way with the project limits (approx. 300 ft radius of intersection) that may interfere with proposed improvements. Dry utility research though is performed by mailing research request letters to the utility

companies to obtain relevant records of existing facilities in the area of the project. Although, some agency fees have been budgeted for and included in the proposal, it is recommended that these utility request letters be printed on City of Banning letterhead to limit research fee charges from the utility companies. Once received, the City can forward the dry utility maps to us to compile. KWC will review the record drawings and field investigate to verify the location of existing utilities. KWC will provide all research to the City with the first plan check submittal package.

KWC Team Members: Mike Taing, P.E. (Project Manager), Travis Foster, EIT (Project Designer), Jo Howard (Engineering Assistant)

Task 1.2 Deliverables: Summary of research findings, including: Existing As-built Plans, Record Maps, and Dry Utility Record Information compiled in binder

Task 1.3: Potholing

This task includes: obtaining pothole permit, potholing work, and compiled pothole report.

C-Below will perform the potholing after they have obtained the encroachment/city permit, verify the locations with Mr. Taing and setup necessary traffic control. KWC will provide exhibit showing the location of the potholes. C-Below will provide a summary report detailing the findings of the potholing. KWC has assumed 4 potholes per the RFP, however, can perform additional potholes if needed pending a change order. A standard pothole is 12"x12", down to 5 feet, performed to the top of pipe or encasement with sand backfill and a permanent surface patch. C-Below will prepare and submit traffic control plans per WATCH manual, if necessary, to obtain permits for pothole work effort and associated permit fees. C-Below will also coordinate with Dig Alert for utility markings prior to potholing. If determined that this work is not needed, then the task will be omitted from scope and fee.

KWC Team Members: Mike Taing, P.E. (Project Manager), Travis Foster, EIT (Project Designer)

Consultant Team: C-Below (Potholing)

Task 1.3 Deliverables: Potholing Report (electronic pdf)

Task 1.4: Drainage/Hydrology Study

This task includes: Preparation of Drainage/Hydrology Study.

Upon completion of the project base files and research, KWC will prepare a Drainage study to identify the tributary area to the existing catch basin inlets and to determine the 10-year and 100-year storm runoffs needed to properly size the proposed catch basin and storm drain piping systems. This analysis will also be used to confirm the capacities of the existing drainage facilities at the intersection as necessary. The report will include rational method models, catch basin sizing calculations, storm drain piping hydraulics calculations as applicable for project design purposes per City/RCFC&WCD design

guidelines. In review of the locations of these existing inlets, there may be minimal flow captured by this drainage facility. Therefore, KWC will analyze existing drainage facilities to determine feasibility of eliminating existing inlets without additional proposed catch basins and piping facilities.

KWC Team Members: Mike Taing, P.E. (Project Manager), Travis Foster, EIT (Project Designer)

Task 1.4 Deliverables: Drainage Report

Task 1.5: Preliminary Design and Draft Drainage Study (60% Design)

This task includes: Preparation of 60% level preliminary design plans and drainage report

KWC recommends and requires detailed Aerial Topography for the project site extending approximately 300' in each direction of Ramsey Street and Sunset Avenue. The aerial topography will be prepared by Inland Aerial Surveys, Inc. based on a previous topo flight of April 2010. In addition, KWC will field survey the roadway (full-width) cross sections at 50' intervals for 100' in each direction of Ramsey Street and Sunset Avenue or as needed to identify location existing curb, gutter, median and sidewalks, handicap ramps, above ground features, existing grades of roadway conditions, and other design constraints. KWC will also survey existing monuments and establish control. This survey data will be used to develop a topo base file to be used for preparation of the detailed construction plans. KWC will then prepare the detailed project base map for use in design phase based on the research and field info gathered. KWC will prepare preliminary 60% design level plans of the proposed drainage and street improvement at the project intersection. This includes any storm drain appurtenances and catch basin relocations as necessary per drainage report recommendations. The plans will also include the corresponding initial draft of the Signing & Striping Plan sheets which will be prepared by Linscott, Law & Greenspan, Engineers (LLG) as a subconsultant to KWC. The preparation of a Signing & Striping Plan will be included in the scope for this task item. The limits for the Signing & Striping Plan will not extend out more than 300 feet in either direction of project intersection and will only install striping where needed or requested by City. During the design and plan preparation process, the project manager will coordinate with the City's project manager as needed for any questions and direction to eliminate potential rework. KWC will identify potential design issues and utility conflicts and provide recommendations to City to remedy concerns including potholing recommendations. KWC will also look closely at feasible design options to eliminating unnecessary drainage facilities or minimizing roadway improvement costs. The preliminary 60% level plans to be submitted to the City for review will include title sheets, detail sheet, and corresponding 20-scale Street and Drainage plan/profile sheets (3 sheets), and 40-scale Signage & Striping Plan sheets (2 sheets) of the project study area. Traffic Control Plans will be prepared during the Construction Phase of the contract of the project. Upon completion of City's review, KWC will coordinate with City's Project Manager to discuss comments and next steps.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC), Tom Caseldine, P.E., L.S. (Project Surveyor)

Consultant Team: Linscott, Law & Greenspan, Engineers (Signing & Striping Plan)

Inland Aerial Surveys, Inc. (Aerial Topography)

Task 1.5 Deliverables: Topo Survey and Base maps, 60% submittal plans & drainage report (3 sets and electronic), design review

Task 1.6: Detailed Design (90% Design)

This task includes: Preparation of 90% design level construction plans to include construction notes, quantities and applicable design and connection details. This plan set will incorporate preliminary 60% design review comments from the City. KWC will also prepare cost estimates, and technical specifications and Green Book Special Provisions based on City provided template and requirements. KWC will also prepare submittal package of plans to submit to Caltrans Encroachment Department for review and approval. Upon completion of City's review, KWC will attend 90% design review meeting to discuss comments and next steps.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC)

Task 1.6 Deliverables: 90% submittal plans, cost estimate, technical specifications, Caltrans Encroachment Permit application submittal, design review

Task 1.7: Right-of-way Dedications and Property Research

This task includes: Right-of-way research and R/W dedication Legals & Plats

KWC will research existing public rights-of-way along Sunset Avenue and Ramsey Street based on record maps and plot existing and proposed R/W needed to accommodate the proposed handicap ramp reconstruction. KWC will prepare up to three (3) legals and plats for proposed R/W dedications and associated grant deeds for City review, approval and recordation. It is understood that any communication with the affected property owners will be coordinated through the City of Banning.

KWC Team Members: Mike Taing, P.E. (Project Manager), Tom Caseldine, P.E., L.S. (Project Surveyor), Travis Foster, EIT (Project Designer)

Task 3.1 Deliverables: R/W Dedication Legal & Plats (3 max)

Task 1.8: Final PS&E (100% Design), Assistance during Bidding

This task includes: Preparation of Final 100% design level construction plans, Final technical specifications, and final construction cost estimates for Bid and Approval.

KWC will address 90% level plan comments and submit final screen check of the 100% plans and documents prior to submittal mylars for signature. Once approved three (3) sets of Plans and Specifications will be delivered to City for bidding purposes. In addition, KWC will allocate time in this task to answer RFI and provide clarifications on the Plans or Specifications requested by City Staff or potential contractors during the bidding process. Should minor addendums be needed, KWC will coordinate with City Staff as necessary.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC)

Task 1.8 Deliverables: 100% submittal plans and documents, Final Construction Plans (mylar), bid support, final engineer's construction cost estimate, final technical specifications, CD of project plans and documents

Task 2 – CONSTRUCTION AND SURVEY SERVICES

Task 2.1: Construction Surveying and Staking, Pre-construction Meeting, Answer RFI

This task includes: Project construction staking and calculations/cut sheets, Engineering and Surveying RFI's, Attendance at Pre-construction meeting.

KWC will prepare construction staking calculations for the project and provide construction survey staking as requested by the contractor. KWC assumes two (2) 4-hour trips to the field to provide the necessary construction survey stakes and control for the contractors. Should additional staking be needed due to restakes, this will require separate authorization. KWC will attend one (1) pre-construction meeting at the beginning of the construction project and one (1) field construction meeting to resolve any construction issues. In addition to this, time will be allocated to answer Contractor's RFI's.

KWC Team Members: Mike Taing, P.E. (Project Manager), Tom Caseldine, P.E., L.S. (Project Surveyor)

Task 2.1 Deliverables: Construction staking cut sheets, Pre-construction meeting attendance, and Answer RFI's

Task 2.2: As-built Preparation

This task includes: Preparation of As-built Plans

KWC will prepare Final As-built Plans incorporating the field changes that occurred during construction.

KWC Team Members: Travis Foster, EIT (Project Designer), Mike Taing, P.E. (Project Manager)

Task 2.2 Deliverables: As-built Plans (mylar, shape file, pdf format)

Task 2.3: Traffic Control Plans

This task includes: Preparation of Traffic Control Plan.

KWC will manage and coordinate with LLG for the design and preparation of the multi-phased Traffic Control Plan for the proposed Drainage and Street improvements at the project intersection.

- LLG will review existing and proposed drainage and street improvement plans for the intersection of Ramsey Street and Sunset Avenue. LLG will coordinate with KWC Engineers and obtain AutoCAD drawing files for existing and proposed improvements.
- LLG will conduct a field review of existing conditions and confirm existing geometry and signing and striping.
- LLG will coordinate with KWC and City on Phasing of Traffic Control Plan and construction staging concerns
- LLG will prepare Traffic Control Plans for construction of proposed storm drain and roadway improvements at Ramsey Street and Sunset Avenue. It is assumed that the improvement construction will occur in approximately four (4) phases.
- LLG will provide Special Provisions and Cost Estimate support
- Scope includes preparation and processing of plans with City and/or Caltrans, addressing plan check comments, and any necessary meeting/coordination time with agency to get plans approved.

LLGs plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 24" x 36" Title Block and will include all existing and temporary striping, pavement markings, pavement legends, and striping removals, and temporary barricades. At the project limits, we will reference in existing striping based on our field review. The Traffic Control Plans will be prepared and stamped by a licensed Traffic Engineer as required by the RFP.

The traffic control and detour plans will be prepared in accordance with the City of Banning and/or Caltrans requirements and the current *California MUTCD,* showing all lane closures, restrictions, tapers and other disruptions of normal traffic flow, including pedestrian and vehicular detours.

KWC Team Members: Mike Taing, P.E. (Project Manager), Victor Elia, P.E. (QA/QC)

Consultant Team: Linscott, Law & Greenspan, Engineers (Traffic Control Plan, Signing & Striping Plan)

Task 1.7 Deliverables: 60%, 90%, and 100% submittal Traffic Control Plans

Summary

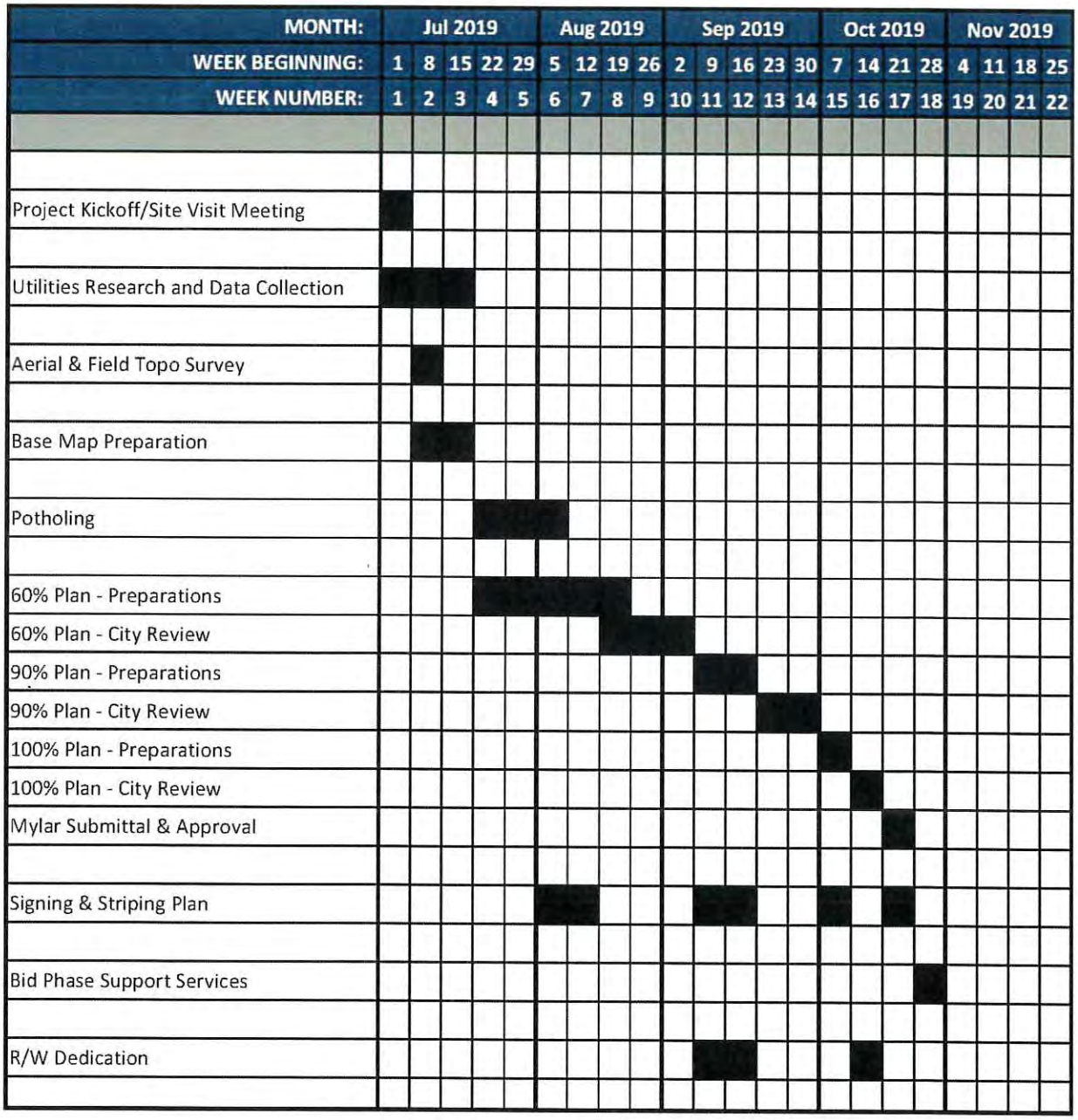
While it is sometimes difficult to foresee everything that may be needed on a project, KWC's team is committed to creating a successful project. If selected, KWC will ensure that the project moves forward to the City's satisfaction. We are available to meet more frequently, as needed, if extenuating circumstances arise.

We believe that KWC's project approach and proposed work activities, as presented above, will minimize construction costs, meet the project schedule, and avoid potential utility conflicts, while minimizing disruption to the public. Our team is flexible and understands the City's expectations and standards. We are excited to work with the City on this project.

There are no "technical" or "contractual" exceptions or deviations from the City's RFP for proposed Drainage and Street Improvements Project at the Intersection of Ramsey Street and Sunset Avenue.

PROJECT SCHEDULE

KWC anticipates that this project can be completed within an 18-week schedule assuming there are no significant project issues to resolve during the design/review phase. KWC commits to an 11-week design time (with the remaining 7 weeks is allotted for Research/Base Map preparation and City plan check time). KWC will need to work very closely with City staff to kickoff the research and base map preparation as soon as possible so that we can get a good in-depth framework for initiating and completing the design work on schedule.


MONTH:
Jul 2019
Aug 2019
Sep 2019
Oct 2019
Nov 2019
WEEK BEGINNING:
1 8 15 22 29 5 12 19 26 2 9 16 23 30 7 14 21 28 4 11 18 25
WEEK NUMBER:
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22
Project Kickoff/Site Visit Meeting
Utilities Research and Data Collection
Aerial & Field Topo Survey
Base Map Preparation
Potholing
60% Plan - Preparations
60% Plan - City Review
90% Plan - Preparations
90% Plan - City Review
100% Plan - Preparations
100% Plan - City Review
Mylar Submittal & Approval
Signing & Striping Plan
Bid Phase Support Services
R/W Dedication

APPENDICES

- RFP Addendum 1
- Pricing Proposal Form
- Public Works Contract Requirements (Pages 1-5)

Appendix 1: RFP Addendum 1

ADDENDUM NO. 1

4/9/2019

INVITATION TO BID

FOR PROFESSIONAL SERVICES

FOR

DESIGN OF DRAINAGE AND STREET IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND SUNSET AVENUE

The referenced Request for Proposals solicitation (RFP) has been modified via this addendum. The following may include vendor questions, answers, added/removed information, and/or changes to the RFP hereby officially established by the City.

This addendum is hereby made part of the referenced RFP as though fully set forth therein, and supersedes any conflicting statements previously advertised in this RFP solicitation. All other provisions of the RFP shall remain in their entirety.

Companies submitting a proposal response shall acknowledge any and all addenda and include the acknowledgement with the proposal submittal. Companies who fail to acknowledge any and all addenda and fail to include it as part of the proposal submittal will be deemed non-responsive to this RFP, and their proposal response will not be considered.

Please refer to the following page(s) for the details of this addendum.

Addendum Detail:

1. All appropriately submitted Questions are included below along with the City's corresponding answers.

#	Questions	Answers
1	If the proposing engineer has over 20 years of experience doing this type of work will the City accept a PE stamp, instead of a "licensed Traffic Engineer"?	No, the City is requiring a Licensed Traffic Engineer (with a Professional P.E. License) to prepare and stamp the Traffic Control Plans, since the project is located on Sunset Ave., an exit on the Interstate 10. This is further described in Task 1.7, Traffic Control Plan.
2	Does the City have existing storm drain plans for the intersection?	Staff is not aware of any existing storm drain improvement plans for the project area.

All other provisions of the Invitation for Bid shall remain in their entirety.

Consultants hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

4/18/19
Signature Date

Brandon M. Barnett, PE, PLS - President
Typed Name and Title

KWC Engineers
Company Name

1880 Compton Avenue, Suite 100
Address

Corona CA 92881
City State Zip

Appendix 2: Pricing Proposal Form

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

TASK 1	ENGINEERING/SURVEY DESIGN	Hours	Total Cost
1.1	Project Administration	32	$ 4,400
1.2	Utility Documentation and Research	17	$ 1,950
1.3	Potholing	5	$ 6,075
1.4	Drainage/Hydrology Study	32	$ 3,775
1.5	Preliminary Design and Draft Drainage Study (60% Design)	73	$ 14,650
1.6	Detailed Design (90% Design)	30	$ 3,625
1.7	Right-of-way Dedication and property research	41	$ 3,925
1.8	Final PSE (100% Design), Assistance During Bidding	22	$ 2,700
TASK 2	**CONSTRUCTION AND SURVEYING SERVICES**		
2.1	Construction Surveying and Staking, Pre-Construction Meeting, Answer RFIs	42	$ 5,900
2.2	As-Built Preparation	14	$ 1,675
2.3	Traffic Control Plan	3	$ 6,275

A. Total proposal amount in written form (Tasks 1.1-1.8):

$41,100

B. Total Construction and Surveying Services (Tasks 2.1-2.3)

$13,850

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

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS

CITY OF BANNING
REQUEST FOR PROPOSAL TO PROVIDE
Design Engineering Services for the Drainage and Street Improvement Project at Intersection of Ramsey St & Sunset Ave
April 18, 2019

LABOR HOURS AND FEE
EXHIBIT "C" COMPENSATION

The MAXIMUM NOT-TO-EXCEED fee for all engineering/suvey design services to be rendered and all materials to be furnished, is $41,100
Construction and Survey Services to be performed under separate PO - $13,850

KWC ENGINEERS																
								Survey			Subconsultant					
											5% Mark Up					
Line Item	Description	Project Manager	Project Surveyor	Project Engineer	Project Designer	Survey Analyst	Engineering Assistant	Tech Asst	2 Man Survey Crew	KWC Hours	KWC Subtotal	C-Below	Inland Aerial	LLG	Subconsultant Subtotal	TOTAL NTE FEE
	Hourly Rate $	145	145	125	115	105	110	75	235							
1	**Engineering/Survey Design Services**	**52**	**5**	**0**	**93**	**38**	**56**	**0**	**8**	**252**	**30,350**	5,180	**1,100**	**4,000**	**10,750**	**41,100**
	1.1 Project Administration and Coordination	24			4		4			32	**4,400**				**0**	**4,400**
	1.2 Utility Documentation and Research	1			8		8			17	**1,950**				**0**	**1,950**
	1.3 Potholing	1			4					5	**625**	5,180			**5,450**	**6,075**
	1.4 Drainage/Hydrology Study	4			20		8			32	**3,775**				**0**	**3,775**
	1.5 Preliminary Design and Draft Drainage Study (60% Design)	9	1		25	2	28		8	73	**9,350**		1,100	4,000	**5,300**	**14,650**
	1.6 Detailed Design (90% Design)	6			20		4			30	**3,625**				**0**	**3,625**
	1.7 Right-of-way Dedications and Property Research	1	4			36				41	**3,925**				**0**	**3,925**
	1.8 Final PS&E (100% Design, Assistance During Bidding	6			12		4			22	**2,700**				**0**	**2,700**
2	**SEPARATE PO - Construction and Survey Services**	**7**	**8**	**0**	**22**	**6**	**0**	**0**	**16**	**59**	**7,950**	-		**5,600**	**5,900**	**13,850**
	2.1 Construction Surveying and Staking, Pre-Construction meeting, Answer RFIs	4	8		8	6			16	42	**5,900**				**0**	**5,900**
	2.2 As-built Preparation	2			12					14	**1,675**				**0**	**1,675**
	2.3 Traffic Control Plan	1			2					3	**375**			5,600	**5,900**	**6,275**
	SUBTOTAL	**59**	**13**	**0**	**115**	**44**	**56**	**0**	**24**	**311**	**$ 38,300**	**$ 5,180**	**$ 1,100**	**$ 9,600**	**$ 16,650**	**$ 54,950**

All charges for subcontracted services shall be in the same amount as actually invoiced to and paid by the engineer plus an allowable 5% markup.
The cost of printing, mileage, telephone, mailing, and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges.

Appendix 3: Public Works Contract Requirements

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

PUBLIC WORKS CONTRACT REQUIREMENTS

Project Title: Design Engineering Services for the Drainage and Street Improvement Project at Intersection of Ramsey St & Sunset Ave	
Invitation for Bid #:	**Contract Duration:** to
Description of Project: Engineering design and surveying services for removal of 2 large drain inlets, roadway impr. and reconstruction of handicap ramps at the intersection of Ramsey St & Sunset	
Labor Compliance Contact Information:	Name: Lucy Gonzalez Physical Address: 1880 Compton Avenue, Suite 100 Corona CA 92881 Mailing Address: 1880 Compton Avenue,Suite 100 Corona CA 92881 Email: lucy.gonzalez@kwcengineers.com Phone:951-734-2130 Ext. 250
Prime Contractor:	Name: The K.W.C. Companies, Inc., dba KWC Engineers Physical Address: 1880 Compton Avenue, Suite 100 Corona CA 92881 Mailing Address: 1880 Compton Avenue, Suite 100 Corona CA 92881 Email: Mike.Taing@kwcengineers.com Phone: 951-734-2130 Ext. 235
Contractor License #:	**Contract Manager:** Brandon M. Barnett PE PLS
PWCR #: 1000018579	**Project Manager:** Mike C. Taing

POSTERS/NOTICES

Contractors are required to post all required state posters on the jobsite in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom **do not** meet the posting requirement.

☐ **State general prevailing wage determinations in effect on date advertised**
General prevailing wage determination _____
Journeyman and Apprentice Prevailing Wage Rates can be accessed at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm *Reference: California Labor Code Section (LC §) 1773.2*

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

PREVAILING WAGE REQUIREMENTS

- ☐ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: LC §1774*

- ☐ Contractors utilizing an entity for the purpose of hauling or delivery of ready-mixed concrete are required to enter into a written subcontract agreement with the entity. *Reference: LC § 1720.9*
  - ⇨ Workers employed in the hauling and delivery of ready-mixed concrete must be paid not less than the specified prevailing wage for the type of work performed in the geographic location of the plant/batch facility. *Reference: LC § 1720.9*

- ☐ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty. *Reference: LC §1810-1815*

- ☐ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.

- ☐ When required, shift differential rates must be paid for classifications which include a shift determination.

- ☐ **State Prevailing Wages**
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.

- ☐ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
  - ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the California Department of Industrial Relations (DIR) for classifications utilized. Contact the Prevailing Wage Unit at (415) 703-4774 or available on DIR's Web site at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: LC §1773.1*

- ☐ Contractors violating prevailing wage requirements are subject to a penalty to be paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *Reference: LC §1775 and §1742.1*

PAYROLL REQUIREMENTS

- ☐ Labor Classification Survey form shall be completed by the prime and subcontractors and Submitted by the Prime to the City at the beginning of the project.

- ☐ All labor compliance documents submitted must be complete and accurate, and require the correct contract number.

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

- ☐ Certified payrolls must be completed weekly and documents are due with invoice. *Reference: LC §1771.5*
- ☐ Certified payrolls must include ALL information as required by Labor Code 1776, *Contractor/Subcontractor Payroll. Reference: LC §1776*
- ☐ Certified payrolls shall display employee social security numbers OR if desired, the last 4-digits of the SSN may appear on the payroll documents if a "Master Key" of social security number is provided.
- ☐ Classification and group numbers are required on all payrolls (i.e., Laborer-Group 1, Plumber-Pipefitter, etc.). When work classification is not shown or a misclassification has been identified, the City of Banning will determine the wage rate based on duties performed. *Reference: LC §1776*
- ☐ Payrolls must clearly show how gross and net wages are calculated, including fringe benefits.
- ☐ A *Statement of Compliance* is due with each weekly payroll. Boxes must be marked indicating if benefits are paid to a fund or to the employee(s). All deductions marked "other" must be explained on the payroll or the Statement of Compliance (i.e. garnishments, tools, etc.). *Reference: LC §1776*
- ☐ All deductions marked "other" (i.e. garnishments, tools, etc.) must be explained on the payroll or the Statement of Compliance. Source documents to confirm the "other" deduction that meet requirements of an authorized payroll deduction are to be submitted on the first payroll which the deduction appears. Authorization for "Other" Payroll Deduction form is required to be submitted to the City.
- ☐ A *Fringe Benefit Statement (Statement of Employer Payment) form)*, must be completed and signed showing hourly rates and the name and address of the plan(s) whenever fringe benefits are paid to a plan, fund or program. The form must be submitted with the first payroll and when fringe benefits or subsistence amounts change. Statements must be specific to the contract. *Reference: LC §1773.1*
- ☐ All contractors are required to provide itemized wage statements (check stubs) to employees.
- ☐ A *Statement of Non-Performance* is required during the project weeks that work is not performed.
- ☐ Failure by the prime to submit the required reports or documents will result in all payments due to the contractor being withheld until the next invoice after compliance. *Reference: LC §1771.5*
- ☐ City of Banning *Owner-Operator Listing* form, may be used when owner-operators are performing on the project. *Reference: LC §1776*
  - ⇨ The contractor employing an equipment owner-operator must complete the owner-operator listing. Forms will not be accepted from the equipment owner-operator unless the hiring contractor signs the owner- operator Statement of Compliance.
- ☐ Whenever an entity is used in the hauling or delivery of ready-mix concrete the following documentation must be provided:
  - ⇨ A copy of the written agreement between the entity hauling/delivering ready-mix

concrete and the contractor is required to be submitted with the first payroll which the entity performed work.

- ⇨ The contractor is required to submit a copy the driver's certified time records to the City of Banning with the payroll submission. *Reference: LC § 1720.9*

❑ Certified payrolls may be maintained and submitted electronically utilizing the Department of Industrial Relations Reporting form (State).

- ⇨ Submissions must be in an unmodifiable PDF format and contain all information required by California Labor Code Section 1776.
- ⇨ The prime contractor and each subcontractor must complete and submit a Certification of Authorization form to the City of Banning certifying that the principals and authorized payroll officer understand the requirements.
- ⇨ Certified payrolls shall be submitted to the City of Banning and must only contain only one week ending per submittal. Electronic submittals may be sent to hstuart@ci.banning.ca.us or hardcopies are acceptable as well.
- ⇨ The prime contractor shall be responsible for providing all subcontractor payroll records to the City.

APPRENTICES

❑ All requirements of California Labor Code, Section 1777.5 apply for classifications which DIR has identified as an apprenticable craft, including the following:

- ⇨ Submit DIR's Division of Apprenticeship Standards (DAS) form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. Form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm
- ⇨ Classifications that are an "apprenticable craft" shall contribute training funds to an approved training program.
- ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council.
- ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification in which they are registered and employed.

❑ Complaints or violations regarding apprentice ratios will be referred to DAS.

❑ Proof of registration in a state-approved apprenticeship program will be required and must be submitted with the first payroll on which apprentices appear. *Reference: LC §1777.5* An Apprentice Certification Letter is acceptable proof.

❑ If an apprentice is required but not provided by the Division of Apprenticeship, then solicitations submitted by the contractor/subcontractor b to the DAS attempting to obtain an apprentice shall be submitted to the City.

City of Banning Labor Compliance Pre-job Checklist
Revised: 12/2018

ACKNOWLEDGMENT

I acknowledge that I have been informed and am aware of the Public Works requirements listed above and that I am authorized to make this certification.

CONTRACTOR : The K.W.C. Companies, Inc., dba KWC Engineers

AUTHORIZED NAME: Brandon Barnett **TITLE:** President

AUTHORIZED SIGNATURE: _____ **DATE:** 4/18/19

PHYSICAL ADDRESS: 1880 Compton Avenue, Suite 100 Corona, CA 92881

MAILING ADDRESS: 1880 Compton Avenue, Suite 100 Corona, CA 92881

EMAIL ADDRESS: brandon.barnett@kwcengineers.com **PHONE:** 951-734-2130

PAYROLL CONTACT NAME: Kelly Jackson

TITLE: Financial Manager

E-MAIL ADDRESS: kelly.jackson@kwcengineers.com **PHONE:** 951-734-2130 Ext. 208

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **August 27, 2019**

SUBJECT: **Discuss and Consider Options for the City's Compressed Natural Gas Fueling Facility and Authorize the Public Works Department to take the Necessary Steps to Move Forward with the Selected Option**

RECOMMENDED ACTION:

Discuss and consider options for the City's Compressed Natural Gas (CNG) Fueling Facility and authorize the Public Works Department to take the necessary steps to move forward with the selected option.

BACKGROUND:

The City owns and operates a CNG fueling facility located at the Corporate Yard (179 E. Lincoln Street). The facility was commissioned in 2004 and serves the City's fleet (i.e. transit buses and street sweeper) and the Banning Unified School District (School District) bus fleet.

The School District has dedicated slow fill supply lines and dispensers from the City's CNG fueling facility to their property located adjacent and to the east of the City's Corporate Yard. The dedicated supply lines and dispensers allow the School District bus fleet to refill overnight.

At the time of commissioning the CNG facility was available 24 hours a day, 7 days per week to the general public and to other agencies such as, Morongo Band of Mission Indians, Caltrans, County of Riverside and Waste Management. The public access has been closed for over a year due to complications with the CNG fueling station.

On March 27, 2018 the City Council was presented with four (4) options for completing improvements to the CNG fueling station, see Attachment 1. Council directed city staff to move forward with Option 2 which included the construction of a new CNG fueling facility that would meet the existing and future demands of the City and the School District. Council's direction was also to develop a new Joint Facility Use Agreement with the School District that would identify each agency's responsibilities and contributions to the new CNG fueling facility.

On January 22, 2019 an update on transit operations, its budget and impact on the City's CNG fueling facility was provided to City Council. The discussion concluded with Council's direction to continue with the approach to construct a new CNG fueling facility for the City's and School District's use. Attached hereto (Attachment 2) is the January 22, 2019 staff report.

There are few noteworthy items that occurred leading up to the January 22, 2019 Council meeting:

- City staff had a bid package completed to construct a new CNG fueling facility per the direction received on March 27, 2018. The proposed facility would be constructed on the City's property adjacent to the existing CNG fueling facility.

- During negotiations with the School District on the Joint Facility Use Agreement the School District Superintendent informed City staff that the School District would pursue the construction of its own CNG fueling facility instead of a joint facility with the City. This decision caused the City to lose its MSRC grant in the amount of $175,000 since the grant was awarded based on a joint use facility.

- The City and the School District reengaged conversations of a joint use facility and agreed that it was in the best interest of both agencies to construct one CNG fueling facility to serve both agencies.

Since the January 22, 2019 City Council meeting the School District applied for an obtained an MSRC Grant in the amount of $275,000 for the construction of a joint use CNG fueling facility. The School District has also prepared and submitted a Carl Moyer Program (CMP) grant application that, according to the School District, would fund the CNG facility in its entirety. The proposed facility would be constructed half on the City's property and half on the School District's property. It should be noted that the School District has not shared the full scope of the project nor a copy of the CMP grant application.

DISCUSSION:

The purpose of this staff report is to provided City Council with background and updates on the matter of the City's CNG fueling facility, to determine if the current direction of pursuing a joint CNG fueling facility with the School District is still the City Council's preferred approach and to present additional options for improving the CNG facility.

The following are possible options that staff has identified for discussion and consideration by City Council:

Option A: Joint Use CNG Facility (Current City Council Direction)

This approach is consistent with the City Council's direction provided on March 27, 2018 and January 22, 2019. The primary changes since the original direction is: the City's bid package will be abandoned and replaced with one that will be prepared by the School District and which includes a new CNG fueling facility that straddles the property line between the City's and School District's properties; the School District will be the lead applicant on potential grant funds; the full scope of the project is not fully understood by City staff; and as explained by the School District, the project may be fully funded by CMP grant funds.

The timeline for the award of the CMP grant funds is unknown, although it is expected that tentative awards would be announced by the end of 2019.

Furthermore, the City was presented with a Memorandum Report ("Fuel Solutions Memo") completed by Fuel Solutions (consultant to the Riverside Transit Agency) dated June 7, 2019. The Fuel Solutions Memo is titled "Assessment of Existing CNG Fueling Facility and Possible Upgrades at the City of Banning Corporate Yard" and provides alternatives that were previously not considered:

Option B: (Option A in Fuel Solutions Memo)

Includes the replacement of both 50 HP compressor skids with two new 100-125 HP compressor skids and associated equipment. The Fuel Solutions Memo estimates a cost of $510,000 for equipment only. City staff estimates a total cost of $790,000 which includes improvements to Time-Fill Fueling System, labor and design. This option is recommended in the Fuel Solutions Memo.

Option C: (Option B in Fuel Solutions Memo)

Includes rebuilding one of the existing 50 HP compressor skids and replacing the second existing 50 HP compressor skid with a new 100-125 HP compressor skid and associated equipment. The Fuel Solutions Memo estimates a cost of $310,000 for rebuilding the existing compressor and purchasing one new compressor skid (equipment only). City staff estimates a total cost of $530,000 which includes improvements to Time-Fill Fueling System, labor and design. The Fuel Solutions Memo describes this option as the "single biggest saving" option if Option B is not financially feasible.

Option D: (Option C in Fuel Solutions Memo)

Includes rebuilding both 50 HP compressor skids. The Fuel Solutions Memo estimates a cost of $50,000 for rebuilding of existing compressors. City staff

estimates a total cost of $175,000 which includes improvements to Time-Fill Fueling System, labor and design. Alternatively, the total costs for replacing both 50 HP compressor skids rather that rebuilding them is estimated at $375,000.

JUSTIFICATION:

The City's CNG fueling facility has exceeded it's useful life and has become increasingly expensive to operate. If the facility were to become non-operational, the City's CNG vehicles (transit and street sweeper) will have to travel to either Hemet, Moreno Valley, Redlands or Palm Springs to fuel up.

Staff presents the abovementioned Options A – D for discussion and consideration by City Council and to provide direction to City staff.

FISCAL IMPACT:

In the City's current approved budget, the City has allocated the following amounts to improvements to the City's CNG fueling facility:

Transit (STA):	$590,000
Air Quality Imp Fund:	$ 35,000
	$625,000

Additionally, Transit's 19/20 Short Range Transit Plan has requested additional State Transit Assistance (STA) funds in the amount of $375,000 for improvements to the CNG fueling facility which would increase the available budget to $1,000,000.

Funds that go unused can be reallocated to other capital improvements or purchases related to the City's transit operations.

ATTACHMENTS:

1. March 27, 2018 CNG Options Staff Report
2. January 22, 2019 Transit Operations Staff Report
3. Site Exhibit
4. Fuel Solutions Memo

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

March 27, 2018

CNG Options Staff Report

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Rochelle Clayton, Interim City Manager

PREPARED BY: Art Vela, Director of Public Works

MEETING DATE: March 27, 2018

SUBJECT: Discuss and Consider Options for the City's Compressed Natural Gas Fueling Facility, Select One and Authorize the Public Works Department to Prepare a Necessary Documents to Solicit Bids for Construction

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RECOMMENDED ACTION:

Discuss and consider options for the City's Compressed Natural Gas (CNG) fueling facility, select one and authorize the Public Works Department to prepare the necessary documents to solicit bids for construction.

COMMITTEE RECOMMENDATION:

After several meetings to discuss the appropriate manner to move forward with the City's CNG fueling facility, the Budget and Finance Committee recommends that the City Council select Option 3, as explained later in this staff report, and provide staff direction to move forward with the solicitation of bids for construction.

BACKGROUND:

The City owns and operates a Compressed Natural Gas (CNG) facility located at the Corporate Yard (179 E. Lincoln Street). The facility was commissioned in 2004 and serves the City's fleet (i.e. transit buses and street sweeper) and is normally available 24 hours a day, 7 days per week to the general public and to other agencies such as Banning Unified School District (School District), Morongo Band of Mission Indians, Caltrans, County of Riverside and Waste Management. Recently, the public fast fill dispenser was closed off due to complications with the system, but prior to the closure of the public dispenser demand allocations were as follows: City of Banning - thirty-nine percent (39%), School District – forty percent (40%) and public dispenser – eleven percent (11%).

It should be noted that the School District has dedicated slow fill supply lines and dispensers from the City's CNG fueling facility to their property located adjacent and to the east of the City's Corporate Yard and fueling station. The dedicated supply lines and dispensers allow the School District bus fleet to refill overnight.

An engineering assessment of the facility resulted in a recommendation to replace all components of the facility due to age and condition. Several components (i.e. compressor control system and dispensers) of the existing system are obsolete and replacement parts have become increasingly difficult to procure. The engineering assessment also recommended relocating the public fast fill fueling dispenser, removing/reconstructing parts of the perimeter wall to allow for drive-thru access to facilitate fueling access and installing a larger electrical service including new switchgear to serve new, larger compressors. The estimated cost for the recommended improvements is $1,420,000 and is consider Option 1.

On November 14, 2017, the City Council approved Resolution 2017-109, authorizing the submittal of a Mobile Source Air Pollution Reduction Review Committee (MSRC) Clean Transportation Natural Gas Infrastructure grant application in the amount of $225,000. The grant application was prepared, submitted and described the scope of work as mentioned above in Option 1. Last month, the Public Works Department was informed that it was awarded the requested funds.

City staff has identified approximately $625,000 in City funds that are available to allocate to the construction of a new facility. The funding sources consist of Transit Department funds ($300,000), Air Quality Fund ($100,000) and MSRC Grant funds ($225,000). This would leave a funding shortfall of $795,000 for constructing Option 1.

City staff considers the School District a primary stakeholder in the existing CNG fueling facility and therefore met, on three occasions, with the School District Superintendent and Director of Maintenance, Operations and Transportation to discuss the condition of the CNG facility, historical CNG demands by agency, funding needs and the School District's level of participation in the capital funding of the new facility. The School District representatives explained that it currently does not have capital funding available, but showed interest in participating in long term financing for the construction of a new facility.

Over several meetings, the Budget and Finance Committee discussed the need for a new CNG fueling facility, historical CNG demands by agency and funding sources and shortfalls. The Budget and Finance Committee requested that staff look into the cost for delivering alternative CNG fueling facilities all of which would meet the City's needs, but not all current users. The different alternatives and costs that were considered by the Budget and Finance Committee are as follows:

Option 1: Construction of a new, larger facility that would meet the existing and future demands of the current users. This option is the same as the one

previously described in this staff report and included in the City's MSRC grant application.

Cost estimate: $1,420,000

Option 2: Construction of a new facility to meet the existing and future demands of only the City and BUSD. This option eliminates the public fast fill fueling dispenser and wall removal/reconstruction.

Cost Estimate: $1,200,000

Option 3: Construction of a new facility to meet the existing and future demands of only the City. This option eliminates the public fast fill fueling dispenser, wall removal/reconstruction and reduces the current and future demand which downsizes the size of compressor needed.

Cost Estimate: $945,000

Option 4: Leasing of the City property to a private CNG fuel service provider for them to building a private CNG fueling facility on. The private company would be responsible for the full financing of the new facility along with the operation and maintenance. The new CNG fueling facility would provide fuel to all current users in order to maximize customer base. In this option the City would be treated as a retail customer. City staff has reached out to two companies that have showed interest in this option, although the feasibility of such option is still unknown.

The information above was presented to City Council on February 27, 2018. At the conclusion of the discussion it was Council's direction to continue the discussion at the March 27, 2018 City Council meeting.

On March 12, 2018 the City met with BUSD to discuss their participation in funding the project. During the meeting BUSD representatives committed to making a request for the allocation of funds to the BUSD Board. City staff identified an item on the March 15, 2018 BUSD board agenda requesting a $400,000 commitment towards the new CNG facility.

JUSTIFICATION:

The Public Works Department cannot move forward with preparation of bidding documents needed to solicit bids for construction until an option is selected. Time is of the essence on this matter due to the condition of the existing CNG facility. If the facility were to become non-operational, the City's CNG vehicles (transit and street sweeper) will have to travel to either Hemet, Moreno Valley, Redlands or Palm Springs to fuel up.

FISCAL IMPACT:

City staff has identified approximately $625,000 in City funds that are available to allocate to the construction of a new facility. The funding sources consist of Transit Department funds ($300,000), Air Quality Fund ($100,000) and MSRC Grant funds ($225,000).

It should be noted that the MSRC Grant award was based on Option 1 which would continue to provide CNG fuel to the public. A proposed project that includes public fueling access increases the maximum grant amount to $225,000 and without it the maximum grant amount would be reduced to $175,000.

In Option 1, Option 2 and Option 3 there is an estimated funding shortfall of $795,000, $625,000 and $370,000 respectively. The City will have to allocate additional City funds to cover the shortfall or agree to long term financing (i.e. loan).

The BUSD board has approved to provide $400,000 towards Option 2. If Option 2 is approved by City Council there would be a shortfall of approximately $225,000 that could potentially be funded by additional Transit Department funds.

ATTACHMENTS:

None

Approved by:

Rochelle Clayton
Interim City Manager

ATTACHMENT 2

January 22, 2019
Transit Operations Staff Report

CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Rochelle Clayton, Deputy City Manager** **Art Vela, Public Works Director**
MEETING DATE:	**January 22, 2019**
SUBJECT:	**Transit Operations, its Budget and Impact on the City's Compressed Natural Gas "CNG" Facility.**

RECOMMENDATION:

1. Review Transit operations, its budget and its impact on the City's compressed natural gas ("CNG") operations.

2. Provide direction to staff on the City's CNG facility upgrade, use and funding.

JUSTIFICATION:

The City is facing a budget deficit in the upcoming fiscal year and is reviewing city-wide operations. In doing so, staff has evaluated the operational performance of the Transit system, its sustainability, and its impact on the City-wide budget. Additionally, to support Transit operations, the City's CNG facility must be upgraded.

The Transit revenue budget for FY 2018-2019 is $2.178M. If Transit operations had discontinued this fiscal year, the net effect would be an increase of $653,480 to the General fund expenditure budget, with more than 50% of that increase allocated to the Recreation department in the amount of $350,844. The net effect to other major funds would be an increase to the Water department expenditure budget of $104,078, to the Electric department expenditure budget of $137,798.

The increase to all other departments is due to the shared costs transferred from each department to pay for central services. The central services provided to Transit by Fleet, Finance, Risk Management, Human Resources, Information Technology and the remaining central service departments would have a minimal to no change in the cost of operations, if Transit operations were discontinued. Therefore, the remaining departments and funds would absorb the cost that Transit currently pays to the central service departments.

Additionally, the Recreation department currently has some employees whose salaries are split between Transit and Recreation, and those employees would be fully absorbed by Recreation.

Transit operations currently maintains a sustainable fair box revenue. Staff does not recommend discontinuing Transit operations. During the future budget process, staff will evaluate outsourcing fleet operations to determine if there is a potential cost savings and/or efficiency that can be gained by doing so.

BACKGROUND (CNG FACILITY):

Transit operations has a direct impact on the City's CNG operations. City Council previously gave direction to pursue the rehabilitation of the City's CNG facility in partnership with the Banning Unified School District ("BUSD"). Since that time, the City was notified by BUSD that they were in pursuit of funding for a separate CNG facility so the joint grant opportunity that the City and BUSD applied for is no longer available.

The City reached out to BUSD to pursue and further discuss a joint effort in building a CNG facility for joint use and the Superintendent would like to move forward with joint funding of the cost to construct the facility for joint use. An agreement is currently under review and will be presented to Council for approval in February.

FISCAL IMPACT:

The CNG Facility can be fully, or near fully funded by Transit Operations for sole City use. The total cost of the facility would increase for joint use with BUSD, however the City's total fiscal impact would be less, as it will reduced by the proportionate share funded by BUSD of approximately $400,000.

OPTIONS:

1. Direct staff to proceed with upgrading the CNG facility in collaboration with BUSD.
2. Direct staff to proceed with upgrading the CNG facility for sole City use.
3. Provide alternative direction.

ATTACHMENTS:

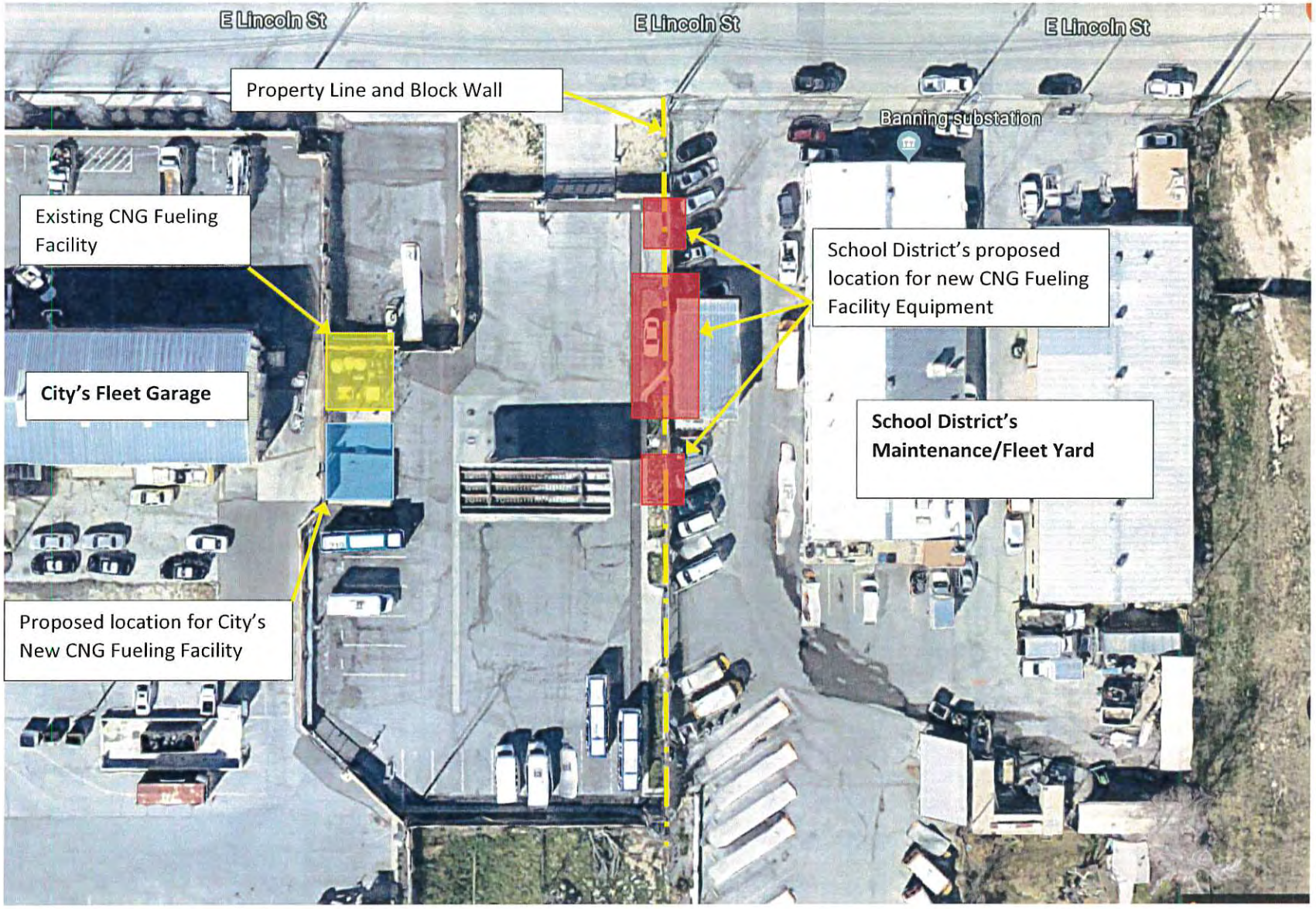
None.

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 3

Site Exhibit


E Lincoln St
E Lincoln St
E Lincoln St
Property Line and Block Wall
Banning Substation
Existing CNG Fueling Facility
School District's proposed location for new CNG Fueling Facility Equipment
City's Fleet Garage
School District's Maintenance/Fleet Yard
Proposed location for City's New CNG Fueling Facility

ATTACHMENT 4

Fuel Solutions Memo

MEMORANDUM REPORT

TO: Robert Wyman, Riverside Transit Agency

FROM: Reb Guthrie

DATE: June 7, 2019

SUBJECT: Assessment of Existing CNG-Fueling Facility and Possible Upgrades at City of Banning Corporate Yard

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Background & Introduction

The Riverside Transit Agency (RTA) is working with the City of Banning to explore approaches to upgrading its existing CNG-fueling facility, which is owned by the City and is located at 176 E. Lincoln Street, Banning, CA. The facility provides CNG fuel to (6) fixed-route and (2) paratransit PASS Transit buses.

The CNG facility faces several challenges, including aged equipment, one of the two compressors not operating, limited flow capacity, an ineffective layout for the fast-fill dispenser, and proximity to overhead power lines. Previously, the City sought to address the facility deficiencies by retaining a CNG consultant, Raymundo Engineering, to design various upgrades to the facility.

The purpose of this memorandum is to assess the condition of the facility, review the preliminary design for the facility upgrade as prepared by Raymundo in 2017 and 2018, and to recommend actions going forward, with respect improving the City of Banning CNG facility.

Description of Existing CNG-Fueling System

The existing system was constructed in 2006 (about 13 years old) and is in generally marginal to poor condition. Site is supplied by very high 140 PSIG pressure from SoCal Gas, but since compressors can only take 15 PSIG, the inlet pressure is regulated. Power is provided by a dedicated switchboard that is rated at 400A (480V). If the incoming power is actually 400A, this is adequate power to support at least 2 x 100 HP and possibly 2 x 125 HP compressors, depending on final engineering analysis.

- Compressor skids:
  - (2) 50 HP / 75 SCFM compressor skids
  - Both are Quincy / ANGI, 10+ years old
  - One unit is not operational

- Fast-fill subsystem / equipment:
  - Dispenser & fuel-mgt terminal are located outside of yard; other components are located inside yard at compressor area
  - (1) 60" diameter CNG-storage sphere, 5000 PSI maximum working pressure
  - (2) 48" diameter CNG-storage sphere, 5000 PSI maximum working pressure
  - (1) two-hose public-access ANGI dispenser; unit is offline, reported as unreliable
  - MultiForce-brand fuel-management terminal adjacent to dispenser
  - Light post at fast-fill area
- Time-fill subsystem:
  - Located inside yard
  - (5) total time-fill hoses on three total posts, supplied by a stainless steel-tubing manifold – includes (2) two-hose posts and (1) one-hose post
  - Fuel-delivery pressure is controlled by an outdated 'dome load' panel that has tendency to drift, thus providing inaccurate final-fill pressure, which could result in over-filled vehicles; should be replaced or tested
  - TF posts supported by (3) contiguous 20' k-rail sections
  - All hoses show signs of cracking and aging; all retractors are broken, which allows hoses to drag and rest on the ground

Modifications Needed for Existing CNG-Fueling System

Objectives and needs as conveyed by City staff, and as observed by FS during the site visit:

- Improve durability and reliability of compressor system
- If budget allows, improve compressor-flow capacity, mainly for better public-access / fast-fill performance
- Improve fast-fill system, including revising location of the dispenser and improving vehicle circulation (avoiding back-out maneuver for every fueling event) and improve dispenser reliability
- Add sub-metering for time-fill fueling
- Upgrade/replace time-fill hoses and retractors

Additional Compressor Capacity

Possible equipment upgrades:

- Option A – remove both existing 50HP compressor skids and replace with (2) new 100-125 HP compressor skids; will also require a new gas dryer, due to increased flow of new larger compressors.

- Assuming available power is limited to 100 HP per each replacement compressor, the supply pressure would need to be regulated to about 75 PSIG, in order to not overload the compressors at this motor-power level.
- The total electrical-power requirement for this option is about 306 amps at 480V (equal to about 255 kVA).
- The resulting flow would be about 260 SCFM per compressor, at a discharge pressure of 4500 PSIG – the total flow of 520 SCFM would provide about 247% increase in flow vs. the existing 150 SCFM-rated compressor system (assuming both existing compressors are running).
- Fast-fill performance: If storage is depleted and a PASS bus requiring 40 GGE's needed to fill directly from compressor discharge, the option-A system would fill the bus in 9.7 minutes.
- Two new compressor skids (with 100-125 HP motor packaged by Ariel/ANGI or equal IMW or JW Power) with matching motor-starter panel and controls as well as an upsized gas dryer would cost about $510,000 (equipment only).
- The elevated concrete pad located due south of the existing CNG system appears to be a suitable location and size for the new equipment, as this would allow the existing system to remain operational while the new system is built.
- Total electrical load for this configuration will be about 373 amps at 480V. This assumes (2) 125 HP compressors with accessory loads for cooler fans, oil pumps, gas dryer and one-phase loads for controls and the fast-fill dispenser. Verification or upgrade of a 400A service at 480V is necessary to support his load.

- Option B – keep one existing 50HP compressor skid in service and rebuild it, and replace other unit with (1) new 100-125 HP compressor skids (pending adequacy of electrical power).
  - By only replacing one unit, the power for the replacement unit should be able to be increased to 125 HP. The supply pressure would need to be regulated to about 90 PSIG, in order to not overload the new compressor drive at this motor-power level. The supply pressure to the one remaining 50 HP ANGI unit would continue to be regulated to about 15 PSIG, per the limitation of the smaller ANGI compressor.
  - The total electrical-power requirement for this option is about 237 amps at 480V (equal to about 197 kVA).
  - The resulting flow would be about 325 SCFM for the replacement compressor + 75 SCFM for the rebuilt 50 HP unit at a discharge pressure of 4500 PSIG – the total flow of 400 SCFM would provide about 167% increase in flow vs. the existing 150 SCFM-rated compressor system (assuming both existing compressors are running).
  - Fast-fill performance: If storage is depleted and a PASS bus requiring 40 GGE's needed to fill directly from compressor discharge, the option-B system would fill the bus in 12.6 minutes.

  - One new compressor skid (with 125 HP motor packaged by Ariel/ANGI or equal IMW or JW Power) with matching motor-starter panel and controls + rebuild of the existing unit and an upsized gas dryer would cost about $310,000 (equipment only).

- Option C – rebuild both 50 HP compressor skids.
  - By only rebuilding the existing 50 HP units, there are no issues with available electrical the power. The supply pressure would continue to be regulated to about 15 PSIG, per the limitation of the smaller ANGI compressors.
  - The resulting flow would be the existing (original) 150 SCFM flow.
  - Fast-fill performance: If storage is depleted and a PASS bus requiring 40 GGE's needed to fill directly from compressor discharge, the option-C system would fill the bus in 33.6 minutes.
  - The ROM estimated cost for rebuilding the two compressor skids is $50,000 (equipment only). Alternately, they could be entirely replaced for about $200,000 (also an equipment-only cost).

Modification or Upgrades to Time-Fill Fueling System

The arrangement and number of TF dispenser hoses appears to be adequate. However, the hoses and associated upstream flow-control mechanism require upgrading, as described below.

- Replace all (5) hose-nozzle assemblies, though the base k-rail and fill posts appear to be in serviceable condition. The cost of (5) complete time-fill hose assemblies is about $9,000 (equipment only).

- Replace the outdated dome-load panel with a modern priority panel that can automatically control CNG flow to either the time-fill subsystem, the fast-fill storage or the fast-fill dispenser (direct fill), depending on demand conditions. The integrated priority panel would cost about $45,000 (equipment only).

- Note that the existing time-fill panel has provisions to fuel older 3000-PSI NGVs (in addition to modern 3600 PSI-rated NGVs), which are likely no longer in service. However, this needs to be verified, i.e. whether the replacement TF system needs to also accommodate 3000-PSI NGVs (in addition to 3600 PSI-rated NGVs).

- Consider adding a sub-metering panel to measure aggregate flow to a subset of time-fill dispensers (ie PASS or other City department). This would require manual logging of the flow-meter display on daily / weekly / monthly basis to determine usage. A sub-meter panel would cost about $10,000 (equipment only).

Reconfiguration of Fast-Fill Dispenser Island and Subsystem

The existing configuration of the fast-fill (FF) dispenser island is not conducive to smooth vehicle access and is not user friendly. The Raymundo analysis showed two possible locations for the relocated FF island – one parallel to Lincoln Street, along the north side of the yard wall

and just west of the yard gate, and an alternate well inside the yard. The first location has the advantage of not requiring any revisions to the wall surrounding the yard, but it is in somewhat close proximity to the overhead power lines that run along the south side of Lincoln Street. Conversely, the alternate interior location of the island is well clear of the power lines but would require the wall and vehicle gate to be re-aligned.

The NFPA 52 code guidance on clearance between CNG equipment and overhead power lines vague, only stating that the CNG equipment can't be 'subject to the failure of the power lines'. The Raymundo diagram referenced a 50 ft. clearance (plan view) from the power lines. However, Fuel Solutions has successfully used 20 ft. separation from power lines in prior designs with similar circumstances. Ultimately, the clearance is a function of applying reasonable safety as well as interpretation by the authority having jurisdiction, which is typically the local Fire Department plan checker.

If the 20 ft. setback is to be applied and thus allow the FF island to remain outside of the existing property fence, it appears that it will need to be too close to the north yard wall to allow two-sided access to the island. While not ideal, since two-way traffic can be accommodated along the north side of the island, NGVs with fill receptacles on either side of the vehicle could use such an arrangement. However, only one vehicle could fuel at a time.

If the AHJ requires a greater setback from the OH power lines, the only remaining options are to either keep the dispenser in its current location (though it should be replaced due to age in any case), or to move it into the yard area. FS has found that a location slightly closer to the north perimeter of the yard is feasible (vs. the more inset location suggested by the Raymundo report). This would provide 50 ft. of offset of the dispenser island from the power lines, and would also minimize the amount of perimeter wall that would need to be demoed and realigned.

In any case – either the new outside location, new interior location or replace in place – the FF dispenser and its upstream priority controls will need to be replaced. The fuel-management terminal may or may not be suitable for relocation, and should be evaluated by a FuelForce representative such as Broadlux. If a new location is implemented, the dispenser will need to be supported on a raised concrete island and protected at its ends by bollards. The three stainless steel CNG-supply lines (used for three-bank sequencing) will be routed from the new integrated priority-valve panel to the dispenser underground in a polyethylene sleeve. Data and 120V power will also need to be routed to the island.

The three existing CNG-storage vessels – two at 48" I.D. and one at 60" I.D. – each have a maximum pressure of 5000 PSIG, which is not ideal but is usable. These vessels provide a total capacity of about 37,000 standard cubic ft. (SCF) of CNG at 4300 PSIG, which would be the maximum storage pressure due to the slightly limited pressure rating of the vessels (vs. a more typical rating of 5500 PSIG). Assuming a 33% utilization rate, this would provide about 98 gasoline gallon equivalents (GGE's) of CNG solely from storage. These vessels should be re-purposed and used as part of station upgrade, regardless of compressor or dispenser configuration. Note that the Raymundo documents do not call for these vessels to be incorporated as pert of the upgraded design, except as part of a backup system.

Summary Recommendations

If funding is available to pursue compressor option A (two new 100 HP compressor skids and associated equipment) and the revision of the yard fencing as needed to relocate the FF dispenser into the yard area, that is the ideal arrangement. This would maximize flow performance, allow convenient user access to dispensing, and would avoid code-interpretation issues related to the proximity of the OH power lines.

If this level of development is not financially feasible, the single biggest savings would be to implement option B with only one new 100 HP compressor skid. Of course, further savings are available as needed by relocating the FF dispenser north of the yard wall, though AHJ concurrence with a 20 ft. setback from the power lines + the accommodation of one-sided fueling would be necessary. Ultimate cost reductions could be employed by preserving the existing FF dispenser location and either rebuilding or replacing the existing 50 HP-class compressor skids, though upgrades to the valve panel would be required in any case.

Estimated Schedule For Project Implementation

The key sequence of work needed to implement the project is outlined as follows:

- Update preliminary Raymundo design (as deemed appropriate by the City, based on consideration of this memorandum) – 2-3 weeks
- Advertise and procure design-build contractor – 8 weeks
- Design & construct by contractor – 30 weeks
- **Total project duration – 47 weeks (approximate)**

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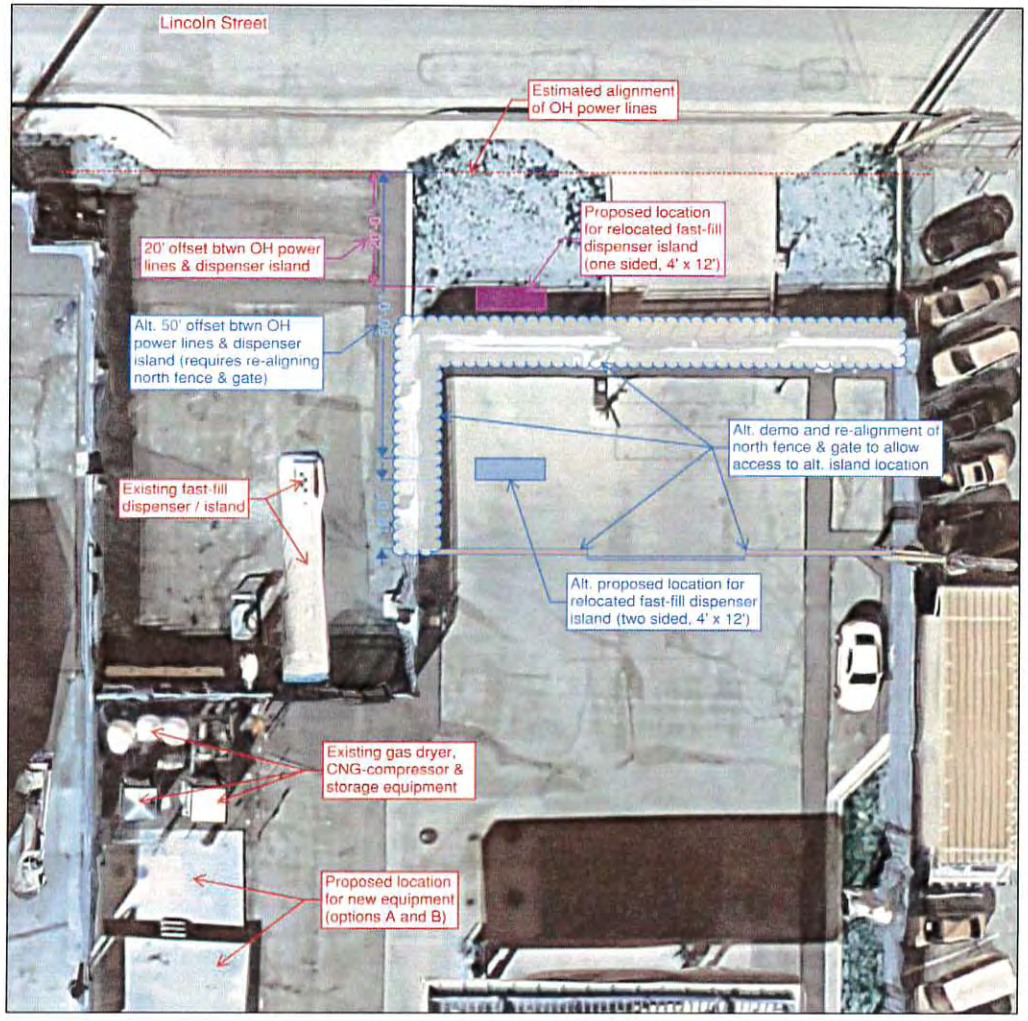
APPENDIX A – Diagram of Layout Options



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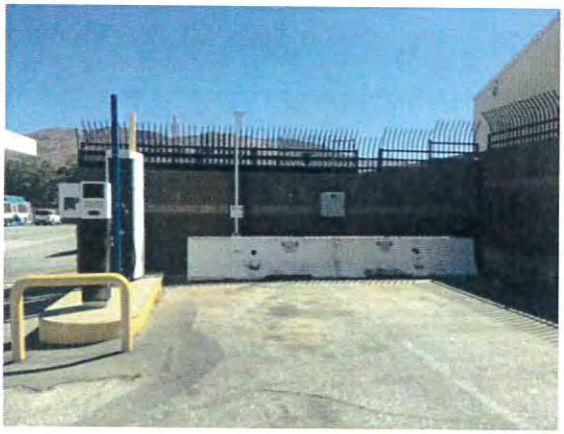
APPENDIX B – Pictures from Existing Banning CNG Facility



Picture 1 – One of the two ANGI 50 HP compressor skids at left, single-tower gas dryer in middle, and spherical storage vessels at right.



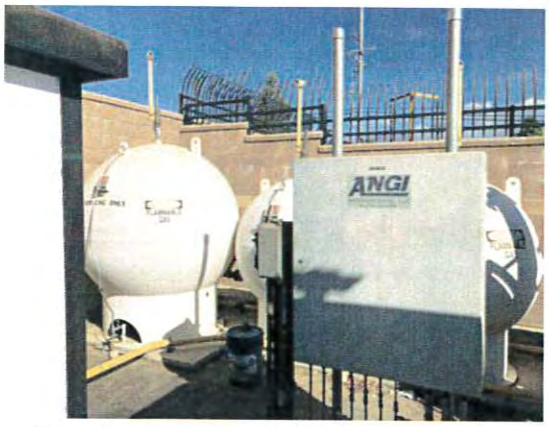
Picture 2 – Compressors at right, and empty concrete pad at left; if either options A or B are implemented, may be good location for location of first new 100/125 HP compressor skid.



Picture 3 – 'Nose in' public-access fast-fill CNG dispenser that requires backing to access. Card reader is in foreground at left.



Picture 4 – Nameplate on one of the 50 HP / 75-SCFM ANGI compressor skids showing a manufacturer date of 12/2003



Picture 5 – Three spherical CNG-storage vessels and priority-valve panel.



Picture 6 – Two empty concrete pads that can be used for new equipment per proposed Options A and B.



Picture 7 – 480V electrical service and meter that powers the CNG system. It has a nameplate of 400A which would be adequate to power the proposed upgrades, but is not verified.



Picture 8 – Concrete k-rail supporting time-fill posts and outdated 'dome load' style time-fill-controller panel.

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CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT

TO: **BANNING UTILITY AUTHORITY**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution 2019-14 UA, Approving the Purchase of Automatic Metering Infrastructure (AMI) Water Meters, Communications Equipment, Software and Hardware from Zenner USA in the Amount of $1,619,100.94; Approving the Purchase of Seba Leak Sensors from WCT Products, Inc. in the Amount of $16,618.50; Approving the Purchase of Hydro Generators and PRV Flowmeters from Cla-Val in the Amount of $71,875.00; and Approving a Blanket Purchase Order with Core & Main for the Purchase of Meter Boxes and Lids in an Amount Not-to-Exceed $456,482.88, for a Total Smart Water Meter Conversion Project Budget of $2,164,077.32**

RECOMMENDED ACTION:

Staff Recommends that the Banning Utility Authority adopt Resolution 2019-14 UA:

1. Approving the Purchase of AMI Water Meters, Communications Equipment, Software and Hardware from Zenner USA in the Amount of $1,619,100.94; Approving the Purchase of Seba Leak Sensors from WCT Products, Inc. in the Amount of $16,618.50; Approving the Purchase of Hydro Generators and PRV Flowmeters from Cla-Val in the amount of $71,875.00; and Approving a Blanket Purchase Order with Core & Main for the Purchase of Meter Boxes and Lids in an Amount Not-to-Exceed $456,482.88, for a total Smart Water Meter Conversion Project Budget of $2,164,077.32.

2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the purchases that are part of the Smart Water Meter Conversion Project, within the respective approved amounts.

3. Authorizing the City Manager to execute any license agreement, non-disclosure agreement, or professional service agreement as may be required by the vendors listed above as part of the Smart Water Meter Conversion program.

BACKGROUND:

In an effort to modernize and provide a higher level of service to its customers, the City of Banning set a goal of converting from manual meter reading to smart meters that are automatically read at more frequent intervals. Known as Automatic Meter Reading (AMR) or Advanced Metering Infrastructure (AMI), depending on the level of automation, smart meters provide much more detailed information on consumption patterns and anomalies that can help alert both customers and utilities of potential issues as soon as they arise. Another important benefit will be the ability to bill on precise 30-day intervals once the City-wide upgrade is completed.

The Electric Utility was first to commence the conversion process, and many lessons were learned. One lesson was the challenge of integrating the meter reading data with the existing billing software. The Water Division of the Public Works Department has been proactive in making sure adequate time and resources are devoted to this task early on in the project. Another lesson learned was that hiring outside contractors to physically change out the meters can have drawbacks, such as their lack of knowledge of the City and its customers. For this reason, staff at the Water Division is proposing to use in-house staff to complete the meter changeouts.

When selecting an AMI meter vendor, Public Works staff first looked at the Itron solution, in order to have consistency with the Electric Utility. Two agencies with existing Itron AMI solutions and Zenner meters were visited and asked to complete a survey of staff-generated questions to determine if this would be a good fit for Banning. The feedback from those two agencies, Palmdale Water District and the City of Pasadena, was very encouraging. At the same time, it was determined by Itron personnel that the particular meters used on the Electric Smart Meter project would be incompatible with the radio communications hardware and software necessary to implement the Smart Water Meter installation. In essence, these would be two completely different systems, thereby eliminating any synergy that could be obtained by using Itron for both Electric and Water utilities.

Zenner USA, the manufacturer of a majority of existing water meters in the City of Banning, with manufacturing facilities in the City of Banning, offered its own AMI solution as an alternative to Itron. Costs for the Zenner solution are nearly identical but slightly lower when compared to Itron. To make a final selection, a pilot study was requested from both vendors, to prove their technology "in-the-field" with one hundred meters each. Only Zenner USA was willing to perform the pilot at no cost to the City. Starting in March, 2019, one hundred meters and radio communications hardware were deployed and billing staff has been comparing AMI-read data with manually-read data, and have seen excellent results. When it comes time to integrate the billing system with the AMI

software, Zenner has an existing customer that uses the same billing system and has successfully integrated an AMI solution, therefore that process is expected to go smoothly.

To help fund the Smart Water Meter Conversion Project, staff applied for a Bureau of Reclamation (BOR) grant under the WaterSMART program and notification was received in July 2019 of the intent to award $300,000 to the City of Banning. This competitive grant had various scoring criteria, one of which was the use of innovative technologies to achieve greater water savings. To strengthen the application's likelihood of receiving funding, staff incorporated the use of leak sensors in the distribution system to locate leaks before they are noticeable at the surface, leading to faster response times and reduced water losses. The leak sensors will only cover a small part of the City, but can be moved around as needed to pinpoint leaks in areas known to have a history of frequent leaks. Another innovative component of the proposed solution is to use hydro generators at the PRV stations to power flowmeters, and better track the movement of water across the distribution system pressure zones.

Scope of Work

Staff is proposing to purchase AMI meters, hardware, and software from Zenner USA. The physical installation of the meters will be performed by water operations staff. Some of the existing meter boxes may be unable to support the new smart meters and will be replaced at the same time. Based on initial field inspections, it appears that simply changing the meter lid will be able to accommodate most installations, but not all. To facilitate the project, staff is requesting a blanket purchase order with Core & Main for new meter boxes and lids. These materials will only be used as needed.

To meet the requirements of the BOR grant, Seba brand leak sensors will be purchased from their sole-source distributor, WCT Products, Inc. at a cost of $16,618.50. Water Operations staff will deploy and monitor these sensors in-house. The hydro generators and flowmeters will be purchased from Cla-Val, the manufacturer of the valves used at all existing City PRV stations, at a cost of $71,875.00. These two components, although not necessary for the implementation of an AMI meter reading solution, were critical in obtaining competitive grant funding for the City in the amount of $300,000.

With two water service workers dedicated to this work, it is anticipated that all meters in the City will be changed out by the end of fiscal year 2021.

Other Potential Grant Funding

As part of the IRWM program, Proposition 1 grant funding is available through a competitive process, with the Round 1 solicitation currently taking place. Grant applications will be due in early October 2019 and notifications of award are anticipated in January, 2020. The Smart Water Meter Conversion Program is being nominated by the City of Banning, requesting up to $2,081,517 in funding. However, this grant program

is very competitive and funding is far from guaranteed, but if awarded, will help offset a large portion of the costs.

JUSTIFICATION:

The City of Banning customers and Council have placed a high priority on the need to achieve consistent meter reading, with a high degree of accuracy. An Advanced Metering Infrastructure (AMI) system is the best available solution to achieve that goal and also provides customers with further insight into their water use patterns. Alerts will be provided of potential leaks on the customer side that may currently go undetected for months. As part of the proposed solution, a customer portal, hosted by Drop Countr, will be used to share information with customers about their water use.

Zenner USA has a proven track record providing dependable water meters to the City of Banning. Their AMI technology is in use by many agencies across the country and the world, including one agency in Florida that uses the same billing system as the City of Banning. The no-cost pilot study performed by Zenner has demonstrated the reliability and ease of use of their system, and staff is confident in their ability to deploy the system City-wide.

In-house staff are the most familiar with the City of Banning water system, and can best coordinate with other resources in the City to make sure the process is well tracked; from purchasing and delivery of goods, to work-order generation, updating of the Water GIS and billing databases to match reality in the field, and calling for backup if leaks develop during meter changeouts. To help ensure smooth project implementation, staff is recommending that the labor be provided by in-house water service workers, rather than contracting out these services.

The Zenner solution was selected based on staff interviews and research of various options and the performance of the system as demonstrated in the pilot study. Cost was also a factor and determined to be price competitive with other alternatives considered. The Seba Leak Sensors were selected based on their ability to work independently of the AMI system and flexibility of being installed on hydrants, valves, or meter locations. There is a sole-source vendor for this product in Southern California, therefore only one quote was obtained. Cla-Val hydro generators and flowmeters are also sole sourced based on their compatibility with existing valves at City PRV stations. Three quotes were obtained for the meter boxes and lids, with Core & Main providing the lowest price.

FISCAL IMPACT:

The total project cost is estimated at $2,164,077.32. $1,360,000 is proposed for allocation in the FY 2020 Water Fund budget, which includes a rollover of $400,000 from FY 2019 budget and a proposed allocation of $960,000 from the FY 2020 budget, using account number 660-6300-471.95-31.

Staff received notification of award of grant funds from the BOR under the WaterSMART program in the amount of $300,000.

The remaining project costs, minus any grant funds received, will be appropriated in the next two-year budget and reflected in FY 2021. The FY 2021 allocation is projected to be $504,077.32.

ALTERNATIVES:

1. Approve Resolution 2019-14 UA and direct staff to proceed with the Smart Water Meter Conversion Project using the Zenner AMI solution.
2. Reject Resolution 2019-14 UA and provide alternate direction. Delays in the implementation of the Smart Meter Conversion Project could jeopardize the grant funding already awarded.

ATTACHMENTS:

1. Resolution 2019-14 UA
2. Sales Quote from Zenner USA
3. Sales Quote from WCT Products, Inc.
4. Sales Quote from Cla-Val
5. Sales Quote from Core & Main

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1
Resolution 2019-14 UA

RESOLUTION 2019-14 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF ADVANCED METERING INFRASTRUCTURE (AMI) WATER METERS, COMMUNICATIONS EQUIPMENT, SOFTWARE AND HARDWARE FROM ZENNER USA IN THE AMOUNT OF $1,619,100.94; APPROVING THE PURCHASE OF SEBA LEAK SENSORS FROM WCT PRODUCTS, INC. IN THE AMOUNT OF $16,618.50; APPROVING THE PURCHASE OF HYDRO GENERATORS AND PRV FLOWMETERS FROM CLA-VAL IN THE AMOUNT OF $71,875.00; AND APPROVING A BLANKET PURCHASE ORDER WITH CORE & MAIN FOR THE PURCHASE OF METER BOXES AND LIDS IN AN AMOUNT NOT TO EXCEED $456,482.88, FOR A TOTAL SMART WATER METER CONVERSION PROJECT BUDGET OF $2,164,077.32.

WHEREAS, the City of Banning owns and operates its own municipal water distribution system and City Council has made it a priority to offer smart metering capabilities for both the Water and Electric utility; and

WHEREAS, Public Works staff researched various options and vendors for completing the Smart Meter Conversion Project, by visiting and interviewing other agencies, evaluating presentations by full-service vendors that offer turn-key solutions, and obtaining materials-only quotes from both Itron and Zenner USA; and

WHEREAS, in January 2019, Zenner USA agreed to fund a no-cost pilot of 100 meters to demonstrate the performance of their system, including communications hardware and meter-reading software; and

WHEREAS, by June 2019 the pilot test had demonstrated consistently accurate results when compared to manual reads and showed reliable communications statistics; and

WHEREAS, on July 1, 2019, the City was notified of a grant award in the amount of $300,000 from the Bureau of Reclamation's WaterSMART program to help fund the Smart Water Meter Conversion Project; and

WHEREAS, two integral components of the grant-funded project were the installation of leak sensors in the distribution system and hydro generator-powered flowmeters at PRV stations, and SebaKMT and Cla-Val were the product vendors identified in the grant application; and

WHEREAS, staff has estimated approximate quantities of meter box lids that will need to be replaced as part of the project to facilitate the installation of the meter communications antennas, and is requesting that a not-to-exceed blanket purchase order be established for this purpose.

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

SECTION 1. Banning Utility Authority adopts Resolution 2019-__ UA, approving the purchase of AMI water meters, communications equipment, software and hardware from Zenner USA in the amount of $1,619,100.94; approving the purchase of Seba leak sensors from WCT Products, Inc. in the amount of $16,618.50; approving the purchase of hydro generators and PRV flowmeters from Cla-Val in the amount of $71,875.00; and approving a blanket purchase order with Core & Main in an amount not to exceed $456,482.88 for the purchase of meter boxes and lids.

SECTION 2. The City Manager, or designee, is authorized to make necessary budget adjustments, appropriations and transfers related to the purchases that are part of the Smart Water Meter Conversion program, within the respective approved amounts.

SECTION 3. The City Manager is authorized to execute any license agreement, non-disclosure agreements, or professional service agreement as may be required by the vendors listed above as part of the Smart Water Meter Conversion program.

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 27th day of August, 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, Authority 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 2019-14 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Daryl Betancur, Deputy Secretary
Banning Utility Authority
City of Banning, California

ATTACHMENT 2

Sales Quote from Zenner USA

ZENNER
All that counts.

Customer Name: Banning City Of
Billing Address:
City/State/Zip:
Shipping Name:
Shipping Address:
City/State/Zip:
Email: pgerdes@ci.banning.ca.us
Phone:

Salesman: Robert Gallegos
Attn: Perry Gerdes
Subject: AMI & Meters
PO:
Ship VIA:
FFA:
Accept Partial Shipments:

Sales Quote

Date: 6/25/2019

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
1.1	Multi-Jet Bottom Load (PMN)	5/8" X 3/4" (02)	CF (CF)	ETR Encoder Output (E)	0	$51.60	$0.00		
1.2	Multi-Jet Bottom Load (PMN)	3/4" Short Lay (03)	CF (CF)	ETR Encoder Output (E)	9,652	$55.37	$534,431.24		
1.3	Multi-Jet Bottom Load (PMN)	1" (07)	CF (CF)	ETR Encoder Output (E)	462	$79.16	$36,571.92		
1.4	Multi-Jet Bottom Load (PMN)	1-1/2" FLG (09)	CF (CF)	ETR Encoder Output (E)	93	$202.07	$18,792.51		
1.5	Multi-Jet Bottom Load (PMN)	2" FLG (12)	CF (CF)	ETR Encoder Output (E)	152	$251.66	$38,252.32		
1.6	CI Epoxy Coated Turbine (PMT)	3" (03)	CF (CF)	ETR Encoder Output (E)	0	$269.92	$0.00		
1.7	CI Epoxy Coated Turbine (PMT)	4" (04)	CF (CF)	ETR Encoder Output (E)	0	$285.37	$0.00		
1.8	CI Epoxy Coated Compound (PMC)	6" (06)	CF (CF)	ETR Encoder Output (E)	20	$3,246.41	$64,928.20		
1.9	CI Epoxy Coated Compound (PMC)	8" (08)	CF (CF)	ETR Encoder Output (E)	17	$4,917.80	$83,602.60		
1.10	CI Epoxy Coated Compound (PMC)	10" (10)	CF (CF)	ETR Encoder Output (E)	0	$0.00	$0.00		
Misc.	Stealth Ultra sonic ZSU	3"	CF	ETR Encoder Output (E)	20	$550.02	$11,000.40		
Misc.	Stealth Ultra sonic ZSU	4"	CF	ETR Encoder Output (E)	32	$598.16	$19,141.12		

Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes
1.1	5' Bare wire (E)	Composite (P)	Composite (P)	Bronze (B)	PMN02CFEEPPB	
1.2	5' Bare wire (E)	Composite (P)	Composite (P)	Bronze (B)	PMN03CFEEPPB	
1.3	5' Bare wire (E)	Composite (P)	Composite (P)	Bronze (B)	PMN07CFEEPPB	
1.4	5' Bare wire (E)	Composite (P)	Composite (P)	Bronze (B)	PMN09CFEEPPB	
1.5	5' Bare wire (E)	Composite (P)	Composite (P)	Bronze (B)	PMN12CFEEPPB	
1.6	5' Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PMT03CFEEBBB	
1.7	5' Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PMT04CFEEBBB	
1.8	5' Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PMC06CFEEBBB	
1.9	5' Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PMC08CFEEBBB	
1.10	5' Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PMC10CFEEBBB	

Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
Section	Outlet Connection	FHM Add-ons							

F1.1

Section	Description	Qty	Unit Price	Extended Price	Annual	List Price
2	**Flanges/Gaskets/Bolts/Kits**			**$0.00**	**$0.00**	
3	**Radio Interface Units**			**$708,542.50**	**$0.00**	
3.1	Stealth 2 w/18" Bare Wire (ST2BW) "Stealth 2 Bare Wire"	9,867	$70.00	$690,690.00		
3.2	Stealth MIU Repeater (MIUR)	40	$70.00	$2,800.00		
Misc.	AMI Permaloggers with 1-200 qty	5	$570.00	$2,850.00		
Misc.	Patroller II & Nautiz PDA	1	$8,202.50	$8,202.50		
Misc.	Novuscenter software:one time set up fee	1	$4,000.00	$4,000.00		
4	**System Interface Development**			**$2,500.00**	**$0.00**	
4.1	Billing Interface	1	$2,500.00	$2,500.00		
5	**Handheld/Mobile/Probe**			**$13,340.00**	**$300.00**	
5.1	Stealth Handheld Unit w/Cradle Kit	4	$3,335.00	$13,340.00	$300.00	
6	**AMR Hardware**			**$24,402.00**	**$2,000.00**	
6.1	Stealth Collector - GPRS Ready (SCG)	4	$3,072.00	$12,288.00	$1,200.00	
6.2	Stealth Enhanced Repeater-A/C Powered (SERAC)	8	$950.00	$7,600.00	$800.00	
6.3	Stealth Enhanced Repeater- Battery Powered (SERB)	4	$778.50	$3,114.00		
Misc.	Mastic Poles	56	$25.00	$1,400.00		
7	**Software**			**$0.00**	**$9,586.95**	
7.1	Stealth Command Software Hosted by Zenner Base Fee (Yearly Fee)	0	$1,200.00	$0.00	$1,200.00	
7.2	Stealth Command Software Hosted per Meter (Yearly Fee)	0	$0.85	$0.00	$8,386.95	
8	**Project Management Installation/Training**			**$14,000.00**	**$0.00**	
8.1	Project Management	16	$700.00	$11,200.00		
8.2	Stealth Vision Software training (per day)	3	$700.00	$2,100.00		
8.3	Stealth Installation Training (per day)	1	$700.00	$700.00		
9	**Accessories and other items**			**$72,632.84**	**$0.00**	
9.1	Stealth pit install kit	9,867	$2.02	$19,931.34		
9.2	Stealth Lid Lock with Extension	9,867	$4.50	$44,401.50		
9.3	Stealth indoor install kit	40	$7.50	$300.00		
Misc.	Travel Expenses	5	$1,600.00	$8,000.00		
10	**Hydrant Meter Accessories**			**$0.00**	**$0.00**	
	Total System Cost and Annual Maintenance			**$1,642,137.65**	**$11,886.95**	

Note: This sales order/sales quote is subject to terms of the Zenner Performance Meters License and Maintenance Agreement. ***All prices are valid for ninety (90) days unless otherwise extended in writing.***
Payment Terms are Net 30.

Shipping: All shipping is FOB Zenner Performance Meter's office in Banning, California.

Sales Order/Sales Quote Accepted:

Version 1.5

Sales Order /Sales Quote Accepted:

Authorized Signature: _____ Date: _____
Signature

End of Document

ATTACHMENT 3

Sales Quote from WCT Products, Inc.

WCT PRODUCTS, INC.
13309 Beach Avenue
Marina del Rey, CA 90292
Tel: 310-822-5212, FAX: 310-306-9343
800-928-7763

QUOTATION

UNDERGROUND PIPE & CABLE, LOCATORS - WATER LEAK LOCATORS – METAL LOCATORS - SEWER CAMERAS – CALIBRATION SERVICE, PARTS & REPAIR

DATE February 28, 2019 DELIVERY

TO City of Banning ATTENTION OF Perry Gerdes
951-849-3273
pgerdes@ci.banning.ca.us

PO # FROM Steven Gamblin
714-910-4835

We are proud to submit the following prices and options on Vivax/Metrotech/Seba Pipe, Cable and Leak Locating Equipment. As the Master Distributor of Vivax/Metrotech/Seba, WCT Products will provide Free Training for Life. This is a line item quote presenting discussed options for you to choose at your discretion. I will not provide totals nor calculate tax until you make your final decision.

QTY	MODEL	DESCRIPTION	PRICE EACH	TOTAL
1	WP12389	N-3 Survey Logger System Reader plus 10 Loggers One Logger for every 1,000 feet of steel pipe	$14,500.00	
10	820016711-5	Long Antennas with Magnets	$1,100.00	$15,600.00
		Less Discount		-$200.00
		Total		$15,400.00
		Tax Will Be Reflected on Final Invoice		
		FREE TRAINING FOR LIFE LOCAL PRODUCT SUPPORT ONE YEAR WARRANTY		

ATTACHMENT 4

Sales Quote from Cla-Val

CLA-VAL CO. WESTERN REGIONAL SERVICE
ESTIMATE

QUOTE NUMBER:	082019MT1	**DATE:**	8/21/2019	**PAGE:**	1
CUSTOMER:	City of Banning				
CONTACT:	Perry Gerdes				
ADDRESS:	Banning			**PHONE:**	951-232-9236
JOB NAME:	***Electronic Controls***				

ITEM NO.	QTY	SIZE	DESCRIPTION	NET EA.	TOTAL
01)	5		**X143IP Generator**	$ 4,267.00	$ 21,335.00
02)	5		**VC22 Controller**	$ 3,266.00	$ 16,330.00
03)	5	TBD	**X117-D Valve Position Indicator**	$ 2,433.00	$ 12,165.00
04)	5		**X145 Electronic Display**	$ 941.00	$ 4,705.00
05)	5	TBD	**X144-D Flowmeter**	$ 2,434.00	$ 12,170.00
06)				$ -	$ -
07)				$ -	$ -
08)	1		**Sales Tax on Parts @ 7.75%**	$ 5,170.00	$ 5,170.00
09)					
10)					
				TOTAL / WITH TAX	$ 71,875.00

NOTES: Main Valve Rebuild Kit Consists of Disc, Diaphragm, & Spacer Washers

Any hard parts are extra!!

CLA-VAL
Innovation since 1936

This quotation is valid for 30 days from the above date.
After 30 days Cla-Val reserves the right to change the pricing due to material cost increases.
All prices are **NET**

AUTHORIZED BY: **SALESPERSON:** Mike Trosper

MESSAGES: Quote is for estimating only, Cla-Val Service is billed on an actual time & materials used basis.

If you have any questions regarding this quotation please contact Mike Trosper - Cell (949)-923-0649

24100 Water St. mtrosper@cla-val.com
Perris,CA. 92570
P. 951-657-1718 Ext.288 / Fax 951-657-8540

ATTACHMENT 5

Sales Quote from Core & Main

Bid Proposal for Banning J&R quote

CUSTOMER

BANNING CITY OF/PURCHASE
176 E LINCOLN
BANNING, CA 92220

Job
Banning J&R quote
Banning, CA
Bid Date: 08/15/2019 12:00 p.m.
Bid #: 1027429

CONTACT

Sales Representative
Michael Money
(M) 760-834-5060
(T) 760-347-0811
(F) 760-347-9732
Mike.Money@coreandmain.com

Core & Main
82 - 314 Market
Indio, CA 92201
(T) 760-347-0811

NOTES

Bid Proposal for Banning J&R quote

BANNING CITY OF/PURCHASE
Job Location: Banning, CA
Bid Date: 08/15/2019 12:00 p.m.
Core & Main 1027429

Core & Main
82 - 314 Market
Indio, CA 92201
Phone: 760-347-0811
Fax: 760-347-9732

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10	3000	NS	40 POLYMER COVER READ PORT	EA	25.54	76,620.00
20	3000	NS	41/2 POLYMER BOX W/ QUICK PORT	EA	84.55	253,650.00
30	3500	NS	41/2 POLYMER COVER READ PORT	EA	26.68	93,380.00
					Sub Total	**423,650.00**
					Tax	32,832.88
					Total	**456,482.88**

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

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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**
Perry Gerdes, Water/Wastewater Superintendent

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution No. 2019-13 UA of the Banning Utility Authority, Approving Amendment No. 3 to the Agreement for Water and Wastewater Laboratory Analytical Testing Services with Babcock Laboratories, Inc. for Fiscal Year 2019/2020**

RECOMMENDED ACTION:

Adopt Attached Resolution No. 2019-13 UA:

1. Approving Amendment No. 3 to the Agreement for Water and Wastewater Analytical Testing Services with Babcock Laboratories, Inc. of Riverside, CA in the amount of $60,000 for Fiscal Year 2019/2020.

2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for laboratory analytical testing services.

3. Authorizing the City Manager to execute the Professional Services Agreement with Babcock Laboratories, Inc. of Riverside, CA for laboratory analytical testing services.

BACKGROUND:

The State Water Resources Control Board (SWRCB) is responsible for the enforcement of the Safe Drinking Water Act and the regulatory oversight of public water systems to assure the delivery of safe drinking water. The SWRCB prescribes regulations that limit the amount of certain contaminants in drinking water.

Furthermore, the California Regional Water Quality Control Board (CRWQCB) oversees the City of Banning Wastewater Treatment Plant (WWTP) Wastewater Discharge Requirements (WDR). The WDR has set specific groundwater monitoring requirements near the WWTP percolation ponds.

Consequently, the City of Banning Water and Wastewater Divisions obtain over 1,500 water samples annually from more than 33 sample points throughout the City and submits them for laboratory testing in order to confirm that the City is operating the water and wastewater systems within their respective permit requirements.

In order to obtain laboratory services, Public Works staff advertised a Request for Proposals (RFP) on May 6, 2016 in the Press Enterprise and on the City's website. In response to these efforts, the Public Works Department received two (2) proposals from the following companies:

Companies	**Ranking**
1) Babcock Laboratories, Inc.	885
2) BSK Associates	818

The proposals were evaluated based on specific criteria including how long the company has been in business, qualifications and experience in implementing an analytical testing program, costs for performing the required analytical testing, quality of services, references, proximity and overall responsiveness to the RFP.

Based on the evaluations and staff recommendation, the Banning Utility Authority approved at its June 28, 2016 meeting a contract award to Babcock Laboratories, Inc. in the amount of $60,000 for a one (1) year period beginning July 1, 2016 and ending June 30, 2017. This agreement included an option to be renewed for an additional four (4) single years upon annual review by staff and approval by the Banning Utility Authority.

The agreement with Babcock has been previously renewed by City Council for Fiscal Years 2017/2018 (Amendment 1) and 2018/2019 (Amendment 2).

JUSTIFICATION:

Laboratory analytical testing services are necessary in order to meet permit requirements of the SWRCB and the CRWQCB related to the operations of the Water and Wastewater Divisions.

Babcock Laboratories, Inc. of Riverside, California has provided the required laboratory analytical services at a satisfactory level and therefore staff recommends the renewal of their contract for Fiscal Year 2019/2020 (Amendment 3).

The contract renewal is for a term of twelve (12) months for an amount of, not to exceed, $60,000.

FISCAL IMPACT:

The Professional Services Agreement for Laboratory Analytical Testing Services will be funded by the Water Fund Fiscal Year 2019/2020, Account No. 660-6300-471.23-32 (Contractual Services / Laboratory Services) in the amount of $55,000 and by the Wastewater Fund Fiscal Year 2019/2020, Account No. 680-8000-454.23-32 in the amount of $5,000 for a total amount of $60,000.

ALTERNATIVE:

Reject the recommendation. If rejected, laboratory and analytical testing services will be discontinued and the City will not meet State mandated testing requirements. If requested, staff could proceed with a new RFP to obtain the required services, although this would take some time to process.

ATTACHMENTS:

1. Resolution No. 2019-13 UA
2. Amendment No. 3

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1
Resolution 2019-___UA

RESOLUTION 2019___ UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR WATER AND WASTEWATER LABORATORY ANALYTICAL TESTING SERVICES WITH BABCOCK LABORATORIES, INC. OF RIVERSIDE, CALIFORNIA FOR FISCAL YEAR 2019/2020 IN THE AMOUNT OF $60,000

WHEREAS, the City of Banning owns and operates its own water wells and water distribution system throughout the City; and

WHEREAS, the State Water Resources Control Board (SWRCB) has mandated water sampling and laboratory testing of all public water systems in the State of California; and

WHEREAS, the California Regional Water Quality Control Board (CRWQCB) oversees the City of Banning Wastewater Discharge Requirements and requires groundwater quality monitoring; and

WHEREAS, Water and Wastewater Divisions obtain over 1,500 water samples annually from more than 33 sample points throughout the City and submits them for laboratory testing in order to confirm that the City is operating its water and wastewater systems within their respective permit requirements; and

WHEREAS, on May 6, 2016 the Public Works Department advertised a Request for Proposals to obtain proposals from environmental testing laboratories to provide laboratory analytical testing services and received and evaluated two proposals; and

WHEREAS, Babcock Laboratories, Inc. of Riverside, California was ranked the highest by the evaluation committee; and

WHEREAS, the Banning Utility Authority approved a contract award to Babcock Laboratories, Inc. in the amount of $60,000 for a one (1) year period beginning July 1, 2016 and ending June 30, 2017 with an option to be renewed for an additional four (4) single years upon annual review and approval by the Banning Utility Authority; and

WHEREAS, the agreement with Babcock has been previously renewed by City Council for Fiscal Years 2017/2018 (Amendment 1) and 2018/2019 (Amendment 2); and

WHEREAS, Babcock Laboratories, Inc. has provided the required laboratory analytical services at a satisfactory level and therefore staff recommends the renewal of their contract for Fiscal Year 2019/2020 (Amendment 3); and

WHEREAS, the Professional Services Agreement renewal for Laboratory Analytical Testing Services will be funded by the Water Fund Fiscal Year 2019/2020, Account No. 660-6300-471.23-32 (Contractual Services / Laboratory Services) in the

amount of $55,000 and by the Wastewater Fund Fiscal Year 2019/2020, Account No. 680-8000-454.23-32 in the amount of $5,000 for a total amount of $60,000.

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

SECTION 1. The Banning Utility Authority adopts Resolution, approving Amendment No. 3 to the Agreement for Water and Wastewater Laboratory Analytical Testing Services with Babcock Laboratories, Inc. of Riverside, CA for Fiscal Year 2019/2020 in the amount of $60,000.

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

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Babcock Laboratories, Inc. of Riverside, CA for laboratory analytical testing services.

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, ADOPTED AND APPROVED this 27th day of August, 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, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2019-__ UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 27th day of August, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Daryl Betancur, Deputy Secretary
Banning Utility Authority

ATTACHMENT 2
Amendment No. 3

AMENDMENT NO. 3 TO AGREEMENT (C00087) FOR WATER AND WASTEWATER LABORATORY ANALYTICAL TESTING SERVICES BETWEEN THE CITY OF BANNING, CALIFORNIA AND BABCOCK LABORATORIES, INC., a California corporation

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACT SERVICES ("AMENDMENT NO. 3") by and between the **CITY OF BANNING** ("CITY") and **BABCOCK LABORATORIES,** INC., **a California corporation,** ("Contractor") is effective as of the 1st day of July, 2019.

RECITALS

A. On June 28, 2016, CITY adopted City Council Resolution No. 2016-09UA, which authorized CITY and Contractor to enter into that certain Agreement for Contract Services dated July 1, 2016 ("Agreement"). The Agreement provided that Contractor would provide those services specified in the Scope of Services attached to the Agreement as Exhibit "A". Pursuant to Section 3.2 of the Agreement, CITY can extend the term of the Agreement and whereby CITY entered into a one-year agreement with the option to extend the initial Agreement for an additional four (4) single years per Exhibit "D".

B. On May 9, 2017, CITY adopted City Council Resolution No. 2017-05UA, which authorized the extension of the Agreement (Amendment No. 1) for an additional one-year term, ending on June 30, 2018, and the increase in compensation for services provided under the Agreement.

C. On July 10, 2018, CITY adopted City Council Resolution No. 2018-14UA, which authorized the extension of the Agreement (Amendment No. 2) for an additional one-year term, ending on June 30, 2019, and the increase in compensation for services provided under the Agreement.

C. CITY and Contractor now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2019-__UA to include additional compensation for the extended contract term in an annual amount of Sixty Thousand Dollars ($60,000.00) and to extend the contract period to June 30, 2020.

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

(a) Section 2.1 of the Agreement is amended to provide that Consultant's total compensation for the period from July 1, 2019 through June 30, 2020 shall not exceed Sixty Thousand Dollars ($60,000), for a new contract total amount not to exceed two-hundred, forty thousand dollars ($240,000.00).

(b) Compensation: Exhibit "C", Section I. to the Agreement is hereby amended to reflect the contract term of July 1, 2019 through June 30, 2020.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this AMENDMENT NO. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and all amendments thereto.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** CITY and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to CITY that, as of the date of this Amendment, CITY is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

CITY represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING

_____
Doug Schulze, City Manager

ATTEST:

_____
Daryl Betancur, Deputy City Clerk

APPROVED AS TO FORM:

_____
Kevin G. Ennis, Esq., City Attorney

CONTRACTOR:

BABCOCK LABORATORIES, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:
Address:

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Doug Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**

MEETING DATE: **August 27, 2019**

SUBJECT: **Adopt Resolution No. 2019-97, Approving Amendment #9 to Agreement for Contractual Services between the City of Banning and Romo Planning Group.**

RECOMMENDATION:

That City Council Adopt Resolution 2019-97, approving a one-year extension to an existing Agreement for Contractual Services between the City of Banning and Romo Planning Group to provide Planning and Environmental Support services for the City of Banning through June 30, 2020 and amending the agreement to include additional compensation for additional services in an amount not to exceed $249,600.00.

BACKGROUND:

The City of Banning has contracted with Romo Planning Group for professional planning services since 2014. The most recent contract amendment (Amendment No. 8); was approved by the City Council on May 22, 2018 and subsequently expired on June 30, 2019. In order to continue with the same level of planning services, to our broad customer base and development partners, City staff is recommending approval of Amendment No. 9, with the Romo Planning Group, in order to continue providing professional planning services through June 30, 2020.

Pursuant to City Purchasing Policy B-30, the maximum timeframe for a professional services agreement is 5-years; however, the City Council may extend the contract if warranted. Romo Planning Group is currently providing professional planning services in absence of a contract. Both the City and consultant have proceeded in Good Faith to continue the existing level of services based upon the City's currently workload; which is ever increasing. The recommended one (1) year extension will ensure there is no interruption in planning and counter services.

In addition, the Community Development Department is planning to prepare a Request for Proposal (RFP), for professional planning services, to be released

between the first and second quarter of next year, (i.e., March to April of 2020). This will give other possible consultants the ability to compete for the opportunity to serve the City of Banning; which ultimately increases competition and decreases the City's overall costs and the cost passed on to our development partners.

At this time, City staff is not requesting increase in the amount of hours or level of service provided under the most recent contract amendment (Amendment No. 8 which expired June 30, 2019). However, several special projects are being discussed amongst City staff, some of which may require the assistance of Romo Planning Group. At a time in which these projects are further defined, a subsequent amendment (including a detailed scope and budget) may come to the City Council for consideration.

JUSTIFICATION:

The City of Banning is poised to experience significant growth, within our residential housing market. As such, the need to supplement the existing Community Development staff is critical to ensure customer service response times remain at current levels and that development projects are efficiently and thoroughly reviewed.

FISCAL IMPACT:

The total compensation for the services shall not exceed $249,600.00 for FY20.

OPTIONS:

1. Approve as recommended
2. Do not approve and direct staff to prepare and issue a RFP.

ATTACHMENTS:

1. Resolution 2019-97
2. Proposal for Professional Planning Services (Romo Planning Group)
3. Contract for Professional Planning Services (Romo Planning Group)

Approved by:

Douglas Schulze
City Manager

ATTACHMENT 1

Resolution 2019-97

RESOLUTION 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 9 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROMO PLANNING GROUP FOR PLANNING SERVICES

WHEREAS, on January 14, 2014, the City Council approved a Professional Services Agreement with Romo Planning Group to provide project management services; and,

WHEREAS, on November 13, 2014, the City Council approved Amendment No. 1 to include additional compensation for additional Temporary Planning Services; and on March 24, 2015 the City Council approved Amendment No. 2 to include additional compensation for Contract Services; and on June 23, 2015 the City Council approved Amendment No. 3 to include additional compensation for Temporary Planning Services; and on June 24, 2016 the City Council approved Amendment No. 4 to include additional compensation for Temporary Planning Services; and on October 25, 2016, the City Council approved Amendment No. 5 to include additional compensation for Temporary Planning Services; and on February 14, 2017, the City Council approved Amendment No. 6 to include additional compensation for Temporary Planning services; and on June 13, 2017, the City Council approved Amendment No. 7 to include additional compensation for Temporary Planning Services; and on May 22, 2018, the City Council approved Amendment No. 8, to add an additional eight (8) hours and additional compensation for Temporary Planning Services; and,

WHEREAS, City and Consultant now desire to amend the Agreement to extend the term of the Agreement term to June 30, 2020 and to include additional compensation for additional services in an amount not-to-exceed Two Hundred and Forty-Nine Thousand and Six Hundred Dollars ($249,600.00) for a total contract amount not-to-exceed Nine Hundred and Seventy-Three Thousand and Nine Hundred and Eighty Dollars ($973,980.00).

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-__ approving Amendment No. 9 with Romo Planning Group, in an amount not-to-exceed $249,600.00 for Professional Planning Services in the City of Banning for Fiscal Year 2019/2020.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Amendment No. 9 with Romo Planning Group for an amount not-to-exceed $249,600.00.

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 27th day of August, 2019.

_____
Art Welch,
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 Resolution 2019-__ was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 27th day of August.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Proposal for Professional Planning Services

RPG romo planning group, inc.

August 14, 2019

Adam B. Rush, M.A., AICP
Community Development Director
City of Banning
99 Ramsey Street
Banning, CA, 92220
arush@banningca.gov

Sent Via Email

SUBJECT: CONTRACT EXTENSION

Dear Mr. Rush,

This letter is to request a one-year extension to an existing Agreement for Contractual Services between the City of Banning and Romo Planning Group to provide Planning and Environmental Support services for the City of Banning through June 30, 2020 and amending the agreement to include additional compensation for additional services in an amount not to exceed $249,600.00.

Please feel free to contact me any time of the day at (909) 255-4017 or Ernest Perea any time of the day at (951) 823-0432.

Respectfully,

Gus Romo
Principal

9431 Haven Avenue, Ste. 232, Rancho Cucamonga, California 91730
Office (909) 255-4017 • Email: gromo@romoplanninggroup.com • Website: romoplanninggroup.com

ATTACHMENT 3

Romo Contract
Amendment No. 9

AMENDMENT NO. 9 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 9 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 9") by and between the **CITY OF BANNING** ("CITY") and **ROMO PLANNING GROUP, INC.**, a California Corporation ("Consultant") (collectively referred to as "Parties" and individually referred to as "Party") is effective as of the 1st day of July, 2019.

RECITALS

A. CITY and Consultant entered into that certain Agreement for Contractual Services dated October 9, 2013 ("Original Agreement") whereby Consultant agreed to provide Services Related to Rancho San Gorgonio Project Manager, and Amendment No. 1 to include additional compensation for Contractual Services dated November 13, 2014 whereby Consultant agreed to provide Temporary Planning Services; Amendment No. 2 to include additional compensation for Contractual Services dated March 24, 2015 whereby Consultant agreed to provide services for a Senior Management Analyst; Amendment No. 3 to include additional compensation for Contractual Services dated June 23, 2015 whereby Consultant agreed to provide additional services for Temporary Planning Services; Amendment No. 4 to include additional compensation for Contractual Services dated June 24, 2016 whereby Consultant agreed to provide additional services for Temporary Planning Services; Amendment No. 5 to include redistribution of fees for the Rancho San Gorgonio Project Manager dated October 25, 2016; Amendment No. 6 to include additional compensation for Contractual Services dated February 14, 2017 whereby Consultant agreed to provide additional services for Temporary Planning Services; Amendment No. 7 to include additional compensation for Contractual Services dated June 13, 2017; and Amendment No. 8 to include additional compensation for Contractual Services dated July, 1 2018. The Original Agreement, as amended by Amendment No. 1 through Amendment No. 8, is referred to herein as the "Agreement."

B. CITY and Consultant now desire to amend the Agreement to extend the term of the Agreement term to June 30, 2020 and to include additional compensation for additional services in an amount not-to-exceed Two Hundred Forty-Nine Thousand, Six Hundred Dollars ($249,600.00) for a total contract amount not-to-exceed Nine Hundred Seventy-Three Thousand, Nine Hundred and Eighty Dollars ($973,980.00).

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

   (a) Section 2.1 of the Agreement is amended to include the additional compensation not-to-exceed Two Hundred Forty-Nine Thousand, Six Hundred Dollars ($249,600.00) for the extended term with a new total

contract amount not-to-exceed Nine Hundred Seventy-Three Thousand, Nine Hundred and Eighty Dollars ($973,980.00).

(b) Section 3.4 of the Agreement is amended to extend the term of the Agreement to June 30, 2020.

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as specifically amended by this Amendment No. 8, all other provisions of the Agreement and exhibits thereto shall remain in full force and effect.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** CITY and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to CITY that, as of the date of this Amendment No. 8, CITY is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

CITY represents and warrants to Consultant that, as of the date of this Amendment No. 8, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the Party entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Daryl Betancur, Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

NAME: DATE
TITLE:

NAME: DATE
TITLE:

Tax ID No.

Two signatures are required if a corporation

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Kevin G. Ennis, City Attorney**

MEETING DATE: **August 27, 2019**

SUBJECT: **Review of City Council's Draft Letter Response to the Riverside County Grand Jury's Report entitled, "2018 - 2019 Civil Grand Jury 'City of Banning Council and City Manager Relationship"**

RECOMMENDED ACTION:

It is recommended that the City Council review the draft letter to Judge John W. Vineyard of the Riverside County Superior Court that provides the City Council's response to the 2018 - 2018 Riverside County Grand Jury Report, which letter is attached to this agenda report as **Attachment 1**. The City Council is requested to provide comments to draft letter to City Staff as to additions, deletions, revisions and other editorial changes to the draft letter. If the letter is approved as is or with minor corrections at this meeting, it will be readied for signature by the Mayor and sent out. If the letter requires substantial changes, it will be revised and then brought back for final review and approval by the City Council at the September 10, 2019 City Council meeting.

BACKGROUND:

On June 18, 2019, the Riverside County Grand Jury issued its 2018-2019 Grand Jury Report to the City of Banning that was entitled "City of Banning Council and City Manager Relationship." For ease of reference, we will refer to this Report as the "2019 Report." The 2019 Report became public on June 21, 2019. Pursuant to the cover letter to the Banning City Council's Office from Michael McDonald, Foreperson, the City Council was instructed to file a response to the 2019 Report to each of you within ninety days (by September 16, 2019). The 2019 Report was divided into sections for background, methodology, findings and recommendations. A copy of the 2019 Report is attached hereto as **Attachment 2.**

On August 7, 2019, the City Council held a special meeting to review and consider the 2019 Report. At that meeting, the City Council heard and read a staff summary of the 2019 Report, heard public comments on the 2019 Report, discussed its Findings and Recommendations and provided comments on its contents. Based on the City Council

comments, the attached draft letter was prepared. The attached letter responds to each of the three findings and each of the three recommendations in the 2019 Report.

FISCAL IMPACT:

City staff and the City Attorney's Office has incurred time in assisting the City Council in reviewing and responding to the 2019 Report.

OPTIONS:

The City Council has the following options:

(1) Approve the letter in the form presented and as attached as Attachment 1 or with minor amendments and with direction to staff to finalize it, have the Mayor sign it and send it to Judge Vineyard and the other addressees; or

(2) Provide specific direction on changes, additions, deletions and other editorial changes to be made by City staff and direct that the revised draft come back to the City Council for further review and approval at the September 10, 2019 Regular City Council meeting.

ATTACHMENTS:

1. Draft City Council Letter to Judge John W. Vineyard responding to the 2018-2019 Grand Jury Report
2. 2018-2019 Grand Jury Report to the City of Banning that was entitled "City of Banning Council and City Manager Relationship."

ATTACHMENT 1

Draft City Council Letter to Judge John W. Vineyard responding to the 2018-2019 Grand Jury Report

City of Banning

Office of the Mayor
99 East Ramsey Street
Banning, CA 92220

DRAFT

August __, 2019

John W. Vineyard, Presiding Judge
Superior Court of California,
County of Riverside
4050 Main Street
Riverside, CA 92501

Riverside County Clerk-Recorder
2720 Gateway Drive
Riverside, CA 92507

Riverside County Grand Jury
Post Office Box 829
Riverside, CA 92502

Re: Response to the Riverside County Grand Jury's Report entitled "2018 - 2019 Civil Grand Jury 'City of Banning Council and City Manager Relationship'"

Dear Judge Vineyard:

On June 18, 2019, the Riverside County Grand Jury issued its 2018-2019 Grand Jury Report to the City of Banning that was entitled "City of Banning Council and City Manager Relationship." For ease of reference, we will refer to this Report as the "2019 Report." The 2019 Report became public on June 21, 2019. Pursuant to the cover letter to the Banning City Council's Office from Michael McDonald, Foreperson, the City Council was instructed to file a response to the 2019 Report to each of you within ninety days (by September 16, 2019). The 2019 Report was divided into sections for background, methodology, findings and recommendations.

The Banning City Council appreciates the opportunity to provide the following responses to these findings and recommendations in accordance with Penal Code Section 933.

A. The City Council's Responses to the Findings in the 2019 Report

The Grand Jury's Finding No. 1 was as follows:

"City Council Member Circumvents City Manager Relationship

1. The 2018 – 2019 RCCGJ investigation discovered recent incidents where one City Council Member frequently circumvented the authority of the City Manager and dealt directly with department heads and city employees. In one example, a Council Member directed a police officer to open a criminal investigation into the water use activities of a private citizen."

The City Council's response to Finding No. 1 is as follows:

The City Council generally agrees with this finding. The Council believes that Councilmembers should abide by Banning Municipal Code Section 2.08.110 and deal with the administrative services of the City through the City Manager and not give orders to any subordinate of the City Manager. A decision by the City Manager to hire a department director that is not someone universally supported by all councilmembers should not then become a basis for a Councilmember to not talk to the City Manager about issue directly with the City Manager.

The Grand Jury's Finding No. 2 was as follows:

> "*Council Member's Independent Actions*
>
> 2. *One Council Member's actions created a destructive culture within the city government. Interviews of Banning employees revealed that several city employees resigned from city employment in response to improper, unprofessional and* inappropriate *contact and actions by this Council Member. Another such action was directing an Interim Police Chief on the day-to-day functions in the police department. This interim Police Chief regularly adopted these directions as his own and appeared to not make independent decisions."*

The City Council's response to Finding No. 2 is as follows:

The City Council agrees with this Finding with respect to: (i) one Councilmember's actions has created a destructive culture within the city government; (ii) the need to improve the culture between the City Council and City employees; (iii) that no councilmember should engage in improper, unprofessional or inappropriate contact with City employees; and (iv) that the Police Chief is under the direction of the City Manager and that the City Manager, not the City Council or any one councilmember, should direct the actions of the Police Chief.

The Grand Jury's Finding No. 3 was as follows:

> "*Low Employee Retention*
>
> 3. *One Council Member's inappropriate actions have contributed to low employee retention and difficulty in filling open positions with qualified personnel. An acting city manager, a department head, and several other city employees left city employment following continuous harassment. The word 'bully' was frequently used to describe this Council Member's interactions with former and current city* employees. *This hostile work environment has resulted in litigation settlements from the City of Banning which totaled nearly two million dollars ($2,000,000)."*

The City Council's response to Finding No. 3 is as follows:

The City Council generally agrees with this Finding with respect to one Councilmember's inappropriate actions and the high level of turnover in management staff at the City. The City Council also believes it is not in the interests of the City, and would be inappropriate for the City Council from a risk management perspective, to specifically comment upon on work environment at the City except to affirm the City's goal of maintaining a professional, safe and legally compliant workplace.

B. The City Council's Responses *to the Recommendations in the 2019 Report*

The Grand Jury's Recommendation No. 1 was as follows:

> "*City Council Member Circumvents City Manager Relationship*
>
> 1. *City Council Members must follow Article 2.08.110 of the Banning* Municipal *Code which stipulates no council member has the authority to act alone without the concurrence of a council quorum and an actionable vote. The city attorney and/or designated legal expert should instruct City Council Members of their duties and responsibilities."*

The City Council's response to Recommendation No. 1 is as follows:

The City Council agrees with the recommendation that Councilmembers should follow Banning Municipal Code Section 2.08.110 and that no councilmember has the authority to act alone and without the concurrence of a quorum of the Council at a properly agendized meeting. The City Council agrees that the City Attorney should instruct City Council Members of their duties and responsibilities and that additional instruction has commenced and will continue to take place in upcoming meetings and workshops.

The Grand Jury's Recommendation No. 2 was as follows:

> *"Council Member's Independent Actions*
>
> 2. *The Banning City Manager must, per Banning Municipal Code Article 2.08.110, require department heads to notify him or her of any unauthorized contact by any City Council member."*

The City Council's response to Recommendation No. 2 is as follows:

The City Council agrees with this Recommendation.

The Grand Jury's Recommendation No. 3 was as follows:

"Low Employee Retention

3. The Banning City Council Members must strive to eliminate such bullying behavior and implement specific policies and procedures for disciplinary actions against any city council member or department head who violates city procedures or ordinances. The City Council should publically censure any of its members who violate standards of civil and ethical conduct, including violations of laws and municipal codes. They must govern themselves in a professional manner."

The City Council's response to Recommendation No. 3 is as follows:

The City Council agrees that there needs to be disciplinary actions against any city councilmember or department head that violates city procedures and ordinances. The City Council will be considering two motions for censure at its meeting on September 10, 2019, one of which is specifically based on the Findings and Recommendations of the 2019 Report and the other one is based on the Findings and Recommendations of the 2018 Grand Jury Report.

The City Council appreciates the opportunity to respond to the report. Should you have any further questions or desire any further information, please contact me or City Attorney, Kevin G. Ennis.

Respectfully,

Art Welch, Mayor
City of Banning

Attachments: 2019 Report

cc: Honorable City Council
Doug Schulze, City Manager
Kevin G. Ennis, City Attorney

ATTACHMENT 2

2018 – 2019 Grand Jury Report: City of Banning Council and City Manager Relationship

RIVERSIDE COUNTY GRAND JURY

(951) 955-8990 OFFICE • (951) 955-8989 FAX

June 18, 2019

Banning City Council's Office
99 East Ramsey Street
Banning, CA 92220

Subject: 2018-2019 Grand Jury Report: "City of Banning Council and City Manager Relationship"

Dear Council Members:

Please note that Penal Code Section 933 et seq. specifies that you file a response with the following agencies within **ninety days**.

John W. Vineyard, Presiding Judge
Superior Court of California, County of Riverside
4050 Main Street
Riverside, CA 92501

Riverside County Grand Jury
Post Office Box 829
Riverside, CA 92502

Riverside County Clerk-Recorder
2720 Gateway Drive
Riverside, CA 92507

Further, it specifies that this report be kept **confidential for a minimum of two working days** prior to public release. The contents of this report will be made public after the close of business **June 21, 2019.**

Sincerely,

Michael McDonald, Foreperson
2018-2019 Riverside County Civil Grand Jury

Attch.

2018 – 2019 Civil Grand Jury

"City of Banning Council and City Manager Relationship"

Background

The City of Banning is located in the San Gorgonio/Desert Pass, between Mount San Gorgonio to the north and Mount San Jacinto to the south in Riverside County, approximately 30 miles east of the City of Riverside. Banning takes pride in its history of being on the stagecoach route through the desert pass region and celebrates its important and historical heritage. The Butterfield Overland Mail and passenger stagecoach route was authorized by the United States Congress in 1858. Its coast-to-coast route with several branch routes, and a cross country main route, undoubtedly influenced the formation and growth of many communities across the country through the early nineteen hundreds.

The City of Banning was incorporated in 1913 as a general law city. California Government Code Title 4, §§34000 – 45345, states that a city can organize as either a general law city or charter city. General law cities and charter cities follow the state constitution and the same general principles. However, charter cities have the choice to use more original approaches concerning municipal affairs.

As a general law city, with a Council-Manager form of government, Banning has five elected council members, one of which is appointed Mayor by the Council every year. Council members serve as the legislative branch of city government and vote on laws and proposals relating to various community issues. The City Council makes legislative decisions dealing with topics such as allocation of funds for public services, community development projects, issues of land use and budgetary matters. The city budget for Fiscal Year 2018-2019, adopted on June 26, 2018, anticipates total revenues of $16,159,132. The 2017 U.S. Census estimates Banning's median household income was $39,700 with a population of 31,230.

There are staggered election cycles for the council members to ensure continuity of knowledge and representation. The election method for City Council members changed from an at-large format to five distinct districts, effective June 7, 2016.

The City Manager is the chief administrative officer, hired by the City Council through a negotiated contract, and is an "at will employee". The City Manager

supervises the city departments and staff via the appropriate department heads and is responsible for the day-to-day operations of the city, including overseeing the process of recruitment, dismissal and discipline of employees.

METHODOLOGY

Interviews

- Sworn testimonies
  - Five current Banning City Council members
  - Two former Banning City Council members
  - Three Banning residents
  - Two former Banning City Managers
  - Three former Banning Police Chiefs
  - Current Banning City Manager
  - Former Banning Human Resources Department Head
  - Former and current Banning sworn and civilian police department employees
  - Former Banning Deputy City Clerk
  - Current Banning IT Department Head
  - Current Banning Police Chief

Official City Documents

- City of Banning official website including Council Meeting Agenda and Minutes and Municipal Code of Ordinances (December 31, 2018) (library.municode.com/ca/banning/codes/code-of-ordinances)
- *Banning Municipal Code: 2.08.110: "The city council and its members shall deal with the administrative services of the city only through the City Manager, except for the purpose of inquiry; and neither the city council nor any member thereof shall give orders to any subordinate of the city manager."*
- City of Banning Ordinance No.1540 (Adopted January 8, 2019) "Modifying the City Managers powers and duties... " Ordinance 1540 (adopted January 8, 2019) amends the Municipal Code to state as follows:

> *Section 1. Code Amendment*
> *C. To appoint, promote, demote and remove any officers and employees of the city except the city clerk, city treasurer and city attorney.*

Internet Resources

- https://www.banning.ca.gov
- www.library.municode.com
- California League of Cities (cacities.org/index.jsp)
- Institute for Local Government (www.ca-ilg.org)

2017 2018 Riverside County Civil Grand Jury (RCCGJ) Report

- "City of Banning"; Finding #5 on page 53; and Recommendation #5 on page 55

FINDINGS

City Council Member Circumvents City Manager Relationship

1. The 2018 – 2019 RCCGJ investigation discovered recent incidents where one City Council Member frequently circumvented the authority of the City Manager and dealt directly with department heads and city employees. In one example, a Council Member directed a police officer to open a criminal investigation into the water use activities of a private citizen.

Council Member's Independent Actions

2. One Council Member's actions created a destructive culture within the city government. Interviews of Banning employees revealed that several city employees resigned from city employment in response to improper, unprofessional and inappropriate contact and actions by this Council Member. Another such action was directing an Interim Police Chief on the day-to-day functions in the police department. This Interim Police Chief regularly adopted these directions as his own and appeared to not make independent decisions.

Low Employee Retention

3. One Council Member's inappropriate actions have contributed to low employee retention and difficulty in filling open positions with qualified personnel. An acting city manager, a department head, and several other city employees left city employment following continuous harassment. The word "bully" was frequently used to describe this Council Member's interactions with former and current city employees. This hostile work environment has resulted in litigation settlements from the City of Banning which totaled nearly two million dollars ($2,000,000).

Recommendations

Riverside County Board of Supervisors
Banning City Manager
Banning City Council

City Council Member Circumvents City Manager Relationship

1. City Council Members must follow Article 2.08.110 of the Banning Municipal Code which stipulates no council member has the authority to act alone without the concurrence of a council quorum and an actionable vote. The city attorney and/or designated legal expert should instruct City Council Members of their duties and responsibilities.

Council Member's Independent Actions

2. The Banning City Manager must, per Banning Municipal Code Article 2.08.110, require department heads to notify him or her of any unauthorized contact by any City Council member.

Low Employee Retention

3. The Banning City Council Members must strive to eliminate such bullying behavior and implement specific policies and procedures for disciplinary actions against any city council member or department head who violates city procedures or ordinances. The City Council should publically censure any of it members who violate standards of civil and ethical conduct, including violations of laws and municipal codes. They must govern themselves in a professional manner.

SUMMARY

The Banning Municipal Code and Ordinances are clear on how the City Council and City Manager are expected to interact. The people of Banning deserve and expect the proper function and operation of their city government. The City Council and City Manager must aspire and strive toward collaboration and professionalism in order to govern effectively. The dynamics of solid city government demand cooperation, civility and trust.

GOALS

The citizens of Banning should:

- Hold the City Council accountable to high standards and expectations
- Observe, attend and voice their concerns at City Council public meetings
- Vote for City Council members who inspire confidence and will perform their duties according to laws and policies
- Run for elected office to open up a wider range of candidates
- File a written complaint regarding any city agency with the appropriate department

Report Issued: 06/18/2019
Report Public: 06/21/2019
Response Due: 09/23/2019