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

September 24, 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 – Police Chaplain Merle Malland
- Pledge of Allegiance
- Roll Call – Council Members Andrade, Happe, Peterson, Wallace, Mayor Welch

II. AGENDA APPROVAL

III. PRESENTATIONS

1. State of California Code Enforcement Appreciation Week
2. Western Riverside Council of Governments
   (Rick Bishop, WRCOG Executive Director)
3. Southern California Edison, West of Devers System Project Update
   (Debrah Bishop, D. Edwards, Inc.)

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

None

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.)

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

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

1. Approval of Amended Regular Meeting – 8/27/2019 Minutes **7**
2. Approval and Ratification of Accounts Payable and Payroll Warrants for August 2019 ..... **25**
3. Receive and File Cash, Investments and Reserve Report for August 2019 ..... **27**
4. Public Works Capital Improvement Project Update **29**
5. Resolution 2019-17 UA Approving an Amendment to the Agreement with G&G Environmental Compliance, of Riverside, California for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services in the Amount $25,000 ..... **31**
6. Resolution 2019-120, Approving a Purchase and Sales Agreement of Electrical Distribution Facilities and Easements Located at 4133 W. Wilson Street (APN: 535-030-030) **35**
7. Police Department Statistics for August 2019 ..... **37**
8. Fire Department Statistics for August 2019 ..... **39**
9. Ordinance 1551, Development Impact Fees, Second Reading **41**
10. Resolution 2019-124, Approving the Memorandum of Understanding between the City of Banning and the Banning Police Management Association for 2019-22 ..... **49**

VII. PUBLIC HEARINGS:

1. Resolution 2019-121, Acceptance of the 2019 Edward Byrne Memorial Justice Assistance Grant **51**
   (Staff Report: Captain Phil Holder, Banning Police Department)

Recommendation: The City Council conduct a Public Hearing and accept grant funds provided by the Office of Justice Programs in the amount of $11,618 for the police department to purchase additional Axon Tasers and equipment to support the National Incident Based Reporting Systems (NIBRS).

VIII. ANNOUNCEMENTS AND REPORTS:

CITY COUNCIL COMMITTEE REPORTS

REPORT BY CITY ATTORNEY

REPORT BY CITY MANAGER

REPORT OF OFFICERS

1. Resolution 2019-18 UA, Establishment of Regular Meeting Dates for the Banning Utility Authority **55**
   (Staff Report: Jennifer Christensen, Administrative Services Director)

Recommendation: Adopt Resolution 2019-18 UA, Establishing a regular meeting schedule and providing for matters related thereto.

2. Resolution 2019-19 UA, Authorizing the Selection of a Purchaser Proposal for the Refunding of the 2005 Wastewater enterprise Revenue Bonds **57**
   (Staff Report – Jennifer Christensen, Administrative Services Director)

Recommendation: Adopt Resolution 2019-19 UA, Authorizing the selection of a proposal related to the proposed issuance of its Wastewater Enterprise Refunding Revenue Bonds, 2019 and authorizing the taking of certain actions in connection therewith.

3. Resolution 2019-117, Proclaiming October 2, 2019, as California Clean Air Day **59**
   (Staff Report – Douglas Schulze, City Manager, Deputy City Manager)

Recommendation: Adopt Resolution 2019-117, proclaiming October 2, 2019 as California Clean Air Day.

4. Resolution 2019-118, Thanking the Playhouse Bowl Committee **61**
(Staff Report – Douglas Schulze City Manager)

Recommendation: **Adopt Resolution 2019-118, thanking the Playhouse Bowl Committee for their dedication and hard work for the Annual Evenings in the Park Concert Series.**

5. Resolution 2019-119, Thanking Stagecoach Days Association **63**
(Staff Report – Douglas Schulze, City Manager)

Recommendation: Adopt Resolution 2019-119, thanking the Stagecoach Days Association for their dedication and hard work for the Annual Stagecoach Days Celebration.

6. Resolution 2019-16 UA, Approving an Agreement with Systems Analysis & Integration, Inc. dba Systems Integrated, of Orange, California for SCADA Upgrades to the Water and Wastewater Systems in the Amount of $739,417; Establishing a Project Contingency of $50,000..... **65**
(Staff Report – Art Vela, Public Works Director/City Engineer)

Recommendation: Adopt Resolution 2019-16 UA,1) Approving an Agreement with Systems Analysis & Integration, Inc. dba Systems Integrated, of Orange California for SCADA Upgrades to the Water and Wastewater Systems; and 2) Authorizing the City Manager, or designee, to make necessary budget adjustments, appropriations and transfer related to the Agreement for SCADA Upgrades to the Water and Wastewater Systems; and 3) Authorizing the City Manager to execute the Agreement for SCADA Upgrades to the Water and Wastewater Systems and any amendments within the approved project contingency of $50,000, including term extensions not to exceed a total of five years, with Systems Analysis & Integration, Inc. dba Systems Integrated.

7. Update on the City of Banning Transit Operations..... **69**
(Staff Report – Art Vela, Public Works Director/City Engineer)

Recommendation: Receive and File Report

8. Resolution 2019-122, Approving a Professional Services Agreement (PSA C00608) with Willdan Engineering for Building and Safety Plan Check and Landscape Design Review Services..... **71**
(Staff Report – Adam Rush, Community Development Director)

Recommendation: **Adopt Resolution 2019-122, approving a Professional Services Agreement for Building and Safety Plan Check and Landscape Design Review Services between the City of Banning and Willdan Engineering through September of 2022 in an amount not to exceed $1,470,960 over the three- year term.**

IX. DISCUSSION ITEM

None

CITY COUNCIL – Next Meeting, October 8, 2019

X. ITEMS FOR FUTURE AGENDAS

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

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.

In accordance with City Council Resolution No. 1995-21, the minutes of meetings of the City Council and the Boards, Commissions, and Committees of the City shall be prepared as Action Minutes.

AMENDED MINUTES
CITY COUNCIL

08/27/2019
REGULAR 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
Matthew Hamner, Police Chief
Scott Foster, Interim Parks & Recreation Director
Tom Miller, Electric Utility Director
Carla Young, Management Analyst
Jason Smith, Electric Utility Operations Manager
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 regular meeting of the Banning City Council was called to order by Mayor Welch on August 27, 2019, at 5:25 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California.

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

Councilmember Colleen Wallace led the audience in the Pledge of Allegiance.

II. APPROVAL OF AGENDA

A motion was made by Councilmember Wallace, seconded by Mayor Welch, to approve the agenda. Electronic vote was taken as follows:

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

III. PRESENTATION – None

IV. REPORT ON CLOSED SESSION

1 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9
Name of Case: James Arthur Algea II and Cali Emerald Care, Inc. v. City of Banning, Case No. RIC 1903009**. Status report was provided. No reportable action was taken.**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9
Name of Case: The City of Banning, et al. v. Cali Emerald Care, Inc., et al., Case No. RIC 1904157. **Status report was provided. No reportable action was taken.**

3. **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 1900654 (Banning Distribution Center Project**). Direction given to legal counsel.**

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9
Name of Case: Supporters Alliance for Environmental Responsibility (SAFER) v. City of Banning, et al. (Lawrence Equipment Project), Case No. RIC 1903059. **Report was provided. No final reportable action.**

5. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6
City designated representative: Douglas Schulze, City Manager
Unrepresented employee: Candidate for Administrative Services Director position. **Report was provided. No final reportable action.**

6. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Properties and Owners/Negotiating Parties: 1909 E. Ramsey Street, APN 532-120-011 – Ramirez Family Living Trust; 1933 E. Ramsey Street, APN: 532-120-012 – Liang; 1679 E. Ramsey Street, APN 532-120-019 – Tierra Firma Enterprise, LLC; *Northeast corner of Ramsey Street and North*

Hathaway Street, APN 532-120-020 – Frank J. Burgess and Lorna D. Burgess, Trustees; *Southeast corner of Ramsey Street and Hathaway Street,* APN 532-140-005– Frank Burgess; 1483 E. Ramsey St, APN 541-170-019 – Raymond Ngoc Huynh and Lucy Nguyen Huynh, as Trustees of the Raymond and Lucy Huynh Revocable Trust; 1573 E. Ramsey St, APN 541-170-021 – Jen H. Huang
City's Negotiators: Ted Shove, Economic Development Manager
Under Negotiation: Price and terms for acquisition of street right of way and temporary construction easements. **Direction given with respect to potential acquisition of properties.**

7. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (seven (7) potential cases). **Direction was provided.**

8. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (one case). **Direction was provided.**

V. PUBLIC COMMENTS, CORRESPONDENCE, AND APPOINTMENTS

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

Public Comments

Frank Burgess spoke in disagreement with how the Grand Jury items were listed last on page 8 of tonight's agenda; requested that these items be moved up.

Inga Schuler thanked Art Vela, Director of Public Works/City Engineer for the repairs of the potholes in her area; commented that the striping was phenomenal; made comments relative to the low increase in population of only 3,000 people in the last 10 years, which affects income level statistics.

John Hagen apologized to Mayor Pro Tem Andrade for the comment he made at the last meeting whereby he stated that she had called the Grand Jury Report of 2018 incompetent; stated he had viewed the tape; spoke about the fact that the City was not attracting businesses; commented on the conduct of Councilmembers off-duty.

Jerry Westholder spoke on the subject of the Grand Jury report; Robert's rules of order; that respect was earned; definition of integrity; and that the Council had chosen to ignore the people's wishes.

Maggie Scott inquired about what the City was doing to clean-up vacant properties; spoke about the empty warehouse on Hathaway and claimed that it was an eyesore.

Mark Wallace with Riverside Transportation Commission (RCTC) remained the audience about the closures on the I-60 Freeway westbound; asked people to be careful driving through that area due to the on-going construction.

Gabriel Westholder speaker addressed certain members of the City Council on doing something about their own complaints; stated that the Council was accountable to the people; expressed frustration with the way the City is going.

Mary Murshedi Hamlin, Director of the Pass Job Connection (local non-profit) addressed the City Council with respect to the Grand Jury report addressing the issues contained within it.

Diego Rose commented about some issues raised at the last meeting; spoke of the Grand Jury report; spoke about the City Council's attitude and demeanor when speakers approach the podium; stated that the Council needs to listen to the constituents more.

Rita Chaparrosa, former City employee, responded to what she felt were incorrect facts reported by the Record Gazette regarding the Hobb lawsuit.

CORRESPONDENCE – None

APPOINTMENTS:

1. Request to Appoint One (1) Council Member to the Budget & Finance Committee.

   A motion was made by Mayor Welch, seconded by Councilmember Wallace, to appoint Councilmember Happe to the Budget and Finance Ad-Hoc Committee. Electronic vote was taken as follows:

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

Action: Approved by Minute Order No. 2019-105

2. Request to Appoint Two (2) Members to the CDBG AD-HOC Committee **13**

   A motion was made by Mayor Welch, to appoint Mayor Pro Tem Andrade and Councilmember Wallace to the CDBG- Ad-Hoc Committee. Mayor Pro Tem Andrade declined due to other commitments. Motion failed for a lack of a second.

A motion was made by Mayor Pro Tem Andrade, seconded by Mayor Welch, to appoint Councilmember Wallace and Councilmember Happe to the CDBG-Ad-Hoc Committee. Electronic Vote was taken as follows:

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

Action: Approved by Minute Order No. 2019-106

3. Request to Appoint One (1) Planning Commissioner

A motion was made by Mayor Welch, seconded by Councilmember Wallace, to appoint Mr. Alberto Sanchez to the Planning Commission to fill the remainder of the term vacated by former Planning Commissioner Jim Price. Electronic vote was taken as follows:

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

Action: Approved by Minute Order No. 2019-107

VI. CONSENT ITEMS

Mayor Welch asked if the Council wished to pull any items. Councilmember Peterson requested that items 15 and 16 be pulled for a separate discussion.

Public comments on consent items.

Frank Burgess spoke relative to item 7 asking about how often the City got sales and tax revenue numbers from the State of California. Staff responded that it does quarterly.

A motion was made by Councilmember Happe, seconded by Mayor Pro Tem Andrade, to approve the rest of the consent calendar items 1-14 and 17-20 as presented. Electronic vote was taken as follows:

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

1. Approval of Special Meeting – 7/09/5/19 Minutes (Closed Session)

Action: Approved by Minute Order No. 2019-108

2. Approval of Special Meeting – 7/09/19 Minutes (Workshop)

Action: Approved by Minute Order No. 2019-109

3. Approval of Regular Meeting – 7/09/19 Minutes

Action: Approved by Minute Order No. 2019-110

4. Approval of Special Meeting – 7/30/19 Minutes (Closed Session)

Action: Approved by Minute Order No. 2019-111

5. Approval of Special Meeting – 8/07/19 Minutes

Action: Approved by Minute Order No. 2019-112

6. Receive and File Contracts Approved Under the City Manager's Signature Authority for the Month of June and July 2019.

Action: Approved by Minute Order No. 2019-113

7. Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of June 2019.

Action: Approved by Minute Order No. 2019-114

8. Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of July 2019.

Action: Approved by Minute Order No. 2019-115

9. Receive and File Cash, Investments and Reserve Report for the Month of June 2019.

Action: Approved by Minute Order No. 2019-116

10. Receive and File Cash, Investments and Reserve Report for the Month of July 2019.

Action: Approved by Minute Order No. 2019-117

11. Receive and File Public Works Capital Improvement Project Tracking List for June & July 2019.

Action: Approved by Minute Order No. 2019-118

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.

Action: Adopted Resolution No. 2019-101

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

Action: Approved by Minute Order No. 2019-119

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

Action: Approved by Minute Order No. 2019-120

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). (Pulled)***

Councilmember Peterson made comments relative to the history of the project noting how much people were against it; stated that the City was chopping up parcels and changing the land use designations in certain areas to satisfy developers.

Adam Rush Community Development Director addressed questions from the City Council on the issues raised.

Public Comment

Inga Schuler, Planning Commissioner provided a narrative of what transpired with respect to how this item was originally presented to the Planning Commission and stated her opposition.

Diego Rose and Unknown speaker also spoke in opposition to the project due to the impacts to the community and the surrounding neighborhood.

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

AYES: Happe, Wallace, Andrade, & Welch
NOES: Peterson

ABSTAIN: None
ABSENT: None

Action: Adopted Ordinance No. 1543

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). (Pulled)***

Councilmember Peterson inquired about the reason for the rezoning on West 8th Street and Lincoln and the other parcel on 679 relative to the zoning change and inquired about West 8th and Lincoln 679 West Lincoln Street; asked whether or not a cannabis business will go there.

Adam Rush, Community Development Director answered Council's questions in terms of the rezoning and stating that these parcels had different property owners.

Public Comment – None

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

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

VII. PUBLIC HEARING(S) – None

VIII. ANNOUNCEMENTS AND REPORTS

CITY COUNCIL COMMITTEE REPORTS

Councilmember Happe attended the Banning Chamber of Commerce Ribbon Cutting Ceremony for a new business in town; spoke relative to comments relative to demeanor and body language made previously; stated that he does not appreciate hyperbole, fallacy, assumptions, or name-calling; stated that he was here to cooperate, listen and to learn.

Councilmember Peterson – None

Mayor Pro Tem Andrade stated that she had not attended any committee meetings during the summer since they were all dark; commented that at the Downtown Ad-Hoc

Committee meetings issues regarding vacant lots, weeds and upkeep of vacant properties have been addressed and invited those interested to attend.

Councilmember Wallace reported on having attended the 2x2 meeting of the School Board and discussed several events such as the chalk art and the Halloween theme event; spoke about the building of Pardee homes and that the new homes should be part of the Banning Unified School District; announced the School Board Street Fair scheduled for September 3 on First Street; stated that the Riverside County Action Committee will be at the Senior Center in Banning on September 5 to provide help with utilities.

Mayor Welch thanked the Thursday night Concert Committee; commented that the concerts this year had been outstanding; reminded the audience about the Stagecoach days September 5 through 8; stated that he had invited Mr. Rick Wallace president of the Second Opportunity program to come to Banning to make a presentation about his program regarding education for High School drop-outs.

REPORT BY CITY ATTORNEY – None

REPORT BY CITY MANAGER

City Manager Douglas Schulze reported on:

- Provided update on the Banning Business Center
- Reported on the Dysart Park Improvements
- Spoke about enforcement on the homeless encampments and enforcement on shopping carts
- Reported that an offer of employment had been extended to Jennifer Christensen as the new Administrative Services Director who is scheduled to start work on Monday, September 9
- Provided update on the recruitment for the Parks and Recreation Director

REPORT OF OFFICERS

1. Adopt Resolution No. 2019-95, Approving Draft Employment Agreement for Administrative Services Director Jennifer Christensen.

   City Manager, Douglas Schulze presented the staff report describing the terms of the agreement and answering Council's questions.

   Mayor Welch read a statement into the record pertaining to the employment terms contained in the Agreement in accordance with Government Code provisions.

   Public Comment

Diego Rose spoke in favor of the three-month severance deal point as opposed to a one-year severance as in other employment agreements.

City Manager Douglas Schulze clarified that there was no employee in the City who has severance of one year.

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

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

Action: Adopted Resolution No. 2019-95

2. Discuss and Consider Adopting Resolution 2019-110, "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)."

Tom Miller, Electric Utility Director presented the staff report and answered questions from the City Council on the staff report.

Public Comment – None

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

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

Action: Adopted Resolution No. 2019-110

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.

Police Chief Matthew Hamner presented the staff report.

Public Comment – None
A motion was made by Councilmember Happe, seconded by Councilmember Wallace, to approve the item as presented. Electronic vote was taken as follows:

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

Action: Adopted Resolution No. 2019-99

4. Adopt Resolution No. 2019-102, Awarding a Five (5) Year Professional Services Agreement to Wells Fargo Bank for Government Banking Services).

Suzanne Cook, Interim Administrative Services highlighted the main elements of the process staff took with respect to the awarding of the Professional Services Agreement; she addressed questions from the Council accordingly.

Public Comment – None

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

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

Mayor Welch called for a brief recess.

The City Council recessed to a short break at 7:35 p.m.
The City Council reconvened the regular meeting at 7:45 p.m.

Action: Adopted Resolution No. 2019-102

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

Suzanne Cook, presented the staff report and answered Council's questions.

Public Comment

Diego Rose, Jerry Westholder and Cindy Barrington spoke on the proposed budget stating that we need to cut and stay within our means.

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

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

Action: Adopted Resolution No. 2019-108 (Mid-Cycle City)
Action: Adopted Resolution No. 2019-15 UA (Mid-Cycle UA)
Action: Adopted Resolution No. 2019-103 (Gann Limit)
Action: Adopted Resolution No. 2019-109 (Class & Comp)

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 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.

Tom Miller, Electric Utility Director presented the staff report.

Public Comment – None

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

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

Action: Adopted Resolution No. 2019-100

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.

Tom Miller, Electric Utility Director presented the staff report and answered questions from the City Council.
Public Comment – None

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

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

Action: Adopted Resolution No. 2019-98

8. Adopt Resolution 2019-111 - Data Analytics Installation and Implementation

Tom Miller, Electric Utility Director presented the staff report.

Public Comment – None

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

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

Action: Adopted Resolution No. 2019-111

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

Art Vela, Director of Public Works/City Engineer presented the staff report and addressed questions asked by the City Council relative to the project.

Public Comment – None

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

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

Action: Adopted Resolution No. 2019-106

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.

Art Vela, Director of Public Works/City Engineer presented the staff report and addressed questions by the City Council relative to the scope of services to be provided.

Public Comment - None

There was no public comment.

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

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

Action: Adopted Resolution No. 2019-104

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.
Art Vela, Director of Public Works/City Engineer presented the staff report along with Banning Unified School District Superintended Robert T. Guillen.

Public Comment – None

A motion was made by Councilmember Happe, seconded by Councilmember Wallace, to approve option B in two parts: first rebuild the 50 HP compressor and then wait to see if BUSD is awarded funds. If they were not awarded grant funds then the City would move with the second part of Option B, which is to replace the second 50 HP compressor with a 100 HP compressor. If BUSD were awarded funds then the City would not move forward with the second part of Option B. Electronic vote was taken as follows:

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

Action: Approved by Minute Order No. 2019-121

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

Art Vela, Director of Public Works/City Engineer presented the staff.

Public Comment – None

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

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

Action: Adopted Resolution No. 2019-14 UA

The City Council by unanimous consent agreed to extend the meeting by one (1) hour to continue deliberating.

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

Art Vela, Director of Public Works/City Engineer presented the staff report.

Public Comment – None

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

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

Action: Adopted Resolution No. 2019-13 UA

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

Adam Rush, Community Development Director presented the staff report.

Public Comment – None

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

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

Action: Adopted Resolution No. 2019-97

Mayor Welch called for a brief recess.

The City Council recessed to a short break at 10:11 p.m.
The City Council reconvened the regular meeting at 10:17 p.m.

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'

Kevin G. Ennis, City Attorney presented the staff report and provided a summary of both the charges, and the Grand Jury findings, in addition to the process that the Council will need to follow in order to provide a response in accordance with legal provisions.

Councilmember Peterson provided a written summary in response to the charges stating that he emphatically disagree with all the findings of the 2018-2019 Grand Jury report; said summary is attached herein as part of the record.

The City Council by unanimous consent agreed to a second extension at 11:20 p.m. to continue the discussion.

Public Comment

Don Hagen, Dorothy Hamilton McLean, Jerry Westholder and Diego Rose spoke relative to the Grand Jury report and in support of Councilmember Peterson.

City Manager Douglas Schulze spoke relative to some of the comments raised during public comment with respect to the hiring of the Police Chief; Department Directors not being represented by labor unions; assumptions made about him relative to the reference in the Grand Jury report naming the City Manager; a public records request about a police complaint filed by the

City Manager; an assumption in relation to the City Manager being accused of spousal abuse, which is false and slander.

There was a substantial discussion relative to the item in question resulting in Councilmember Wallace calling for the censure of Councilmember Peterson. In turn, Councilmember Peterson called for the censure of Mayor Welch for the charges that were raised in the previous Grand Jury report dated 2018.

A motion was made by Councilmember Wallace, seconded by Councilmember Happe, to send the letter with the response to the Grand Jury as written. Roll call vote was taken as follows:

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

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

By consensus, the meeting was adjourned at 11:55 p.m.

Minutes Prepared by:

_____

Daryl Betancur, Deputy City Clerk

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.

In accordance with City Council Resolution No. 1995-21, the minutes of meetings of the City Council and the Boards, Commissions, and Committees of the City shall be prepared as Action Minutes.

The entire discussion of this meeting can be found by visiting the following website: http://www.banning.ca.us/ArchiveCenter/ViewFile/Item/2149 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: **Suzanne Cook, Deputy Finance Director**

MEETING DATE: **September 24, 2019**

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

RECOMMENDATION:

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

WARRANT SUMMARY:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	170132 - 170580	$ 2,765,547.18	
Voided / Reissue Check		$ 5,428.66	
Check Total			**$ 2,760,118.52**
Wires Total	1011 - 1014		**$ 2,664,054.22**
ACH payments:	9006493 - 9006522		
Payroll Direct Deposit	8/2/2019	$ 392,792.12	
Payroll Direct Deposit	8/16/2019	$ 370,866.40	
Payroll Direct Deposit	8/30/2019	$ 396,795.21	
Other Payments		$ 684,365.99	
ACH Total			**$ 1,844,819.72**
Payroll Checks:	11859 11911		
Payroll - Regular	8/2/2019	$ 7,204.15	
Payroll - Regular	8/16/2019	$ 6,162.73	
Payroll - Regular	8/30/2019	$ 3,647.83	
Payroll Check Total			**$ 17,014.71**

ATTACHMENTS:

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

https://banningca.gov/DocumentCenter/View/6447/Attachment_Warrants

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

Approved by:



Douglas 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 Report August 2019

Warrant Number	Vendor Name	Warrant Amount
1011	RIVERSIDE PUBLIC UTILITIES	619,178.96
1012	RIVERSIDE PUBLIC UTILITIES	242,983.93
1013	U.S. BANK	1,710,669.36
1014	U.S. BANK	91,221.97
170132	A-Z BUS SALES, INC. (COLTON)	9,970.22
170133	AMAZON CAPITAL SERVICES	51.26
170134	ANIXTER, INC	2,077.81
170135	ARROW STAFFING SERVICE	799.68
170136	ASBURY ENVIRONMENTAL SERVICES DBA	1,296.80
170137	ATWORK FRANCHISE, INC	913.49
170138	BDA/IE	35.00
170139	BLACK MARKET WINDOW TINT	1,440.00
170140	BROADCAST MICROWAVE SERVICES, INC	21,398.66
170141	CALIFORNIA, STATE OF	70.00
170142	CDW GOVERNMENT, INC	783.01
170143	CELL BUSINESS EQUIP-LEASING	899.61
170144	CITY OF BANNING	14,547.50
170145	CLA-VAL	937.48
170146	CORE AND MAIN, LP	24,087.81
170147	CORELOGIC INFORMATION SOLUTIONS INC	150.00
170148	COUNSELING TEAM INTERNATIONAL, THE	275.00
170149	DELL MARKETING LP	10,553.76
170150	ECCLESTONE, CHERYL	116.49
170151	ENVIRONMENTAL CONSTRUCTION, INC	200,000.00
170152	FBINAA	449.00
170153	FEENEY, MICHAEL	183.48
170154	FLEET SERVICES INC	1,465.43
170155	GERDES, PERRY	152.00
170156	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,265.47
170157	ICMA RETIREMENT TRUST 457	1,745.87
170158	IRON MOUNTAIN INFORMATION MGMT, LLC	220.81
170159	KOWALSKI, JOHN	2,500.00
170160	LEAF	376.53
170161	LEVEL II, INC	570.00
170162	LONG, PATRICIA	1,500.00
170163	LYNCH, MIKE	152.00
170164	MACIEL, JOSE	113.89
170165	MARCYNYSZYN, STEVEN	133.61
170166	MEGATRONICS INTERNATIONAL CORP	205.00
170167	NATIONWIDE RETIREMENT SOLUTIONS	6,341.66
170168	ONLINE INFORMATION SERVICES	478.85
170169	PARS	2,050.19
170170	PRO-CRAFT PLUMBING COMPANY, INC	839.20
170171	PRUDENTIAL OVERALL SUPPLY	420.48
170172	PUBLIC AGENCY RETIREMENT SERVICES	300.00
170173	RECORD GAZETTE, THE	175.20
170174	REDLANDS FORD	4,596.90
170175	RIV. CO. HEALTH SVCS AGENCY	146.00
170176	RIVERSIDE, COUNTY OF	715.10
170177	RIVERSIDE, COUNTY OF	7,659.02
170178	SENTRY ESCROW SERVICE INC	150,000.00
170179	SENTRY ESCROW SERVICE INC	48,102.00
170180	SMART & FINAL	507.05

City of Banning
Warrant Report August 2019

Warrant Number	Vendor Name	Warrant Amount
170181	SO CAL WEST COAST ELECTRIC, INC	8,752.25
170182	SOFTWARE ONE, INC	300.00
170183	SOTO, GABINO	109.81
170184	STAPLES BUSINESS ADVANTAGE	39.76
170185	THORNTON, CHRIS	152.00
170186	UNITED ROTARY BRUSH CORPORATION	257.05
170187	UTILITY TREE SERVICE	3,366.00
170188	WELLS FARGO CARD SERVICES INC	1,136.55
170189	WHITE, BEVERLY	124.56
170190	A-Z BUS SALES, INC. (COLTON)	1,854.96
170191	ACE	667.13
170192	ADVANCE WORKPLACE STRATEGIES INC	226.00
170193	AIR RESOURCES BOARD	38,079.00
170194	AL'S KUBOTA TRACTOR	1,219.48
170195	AMAZON CAPITAL SERVICES	41.49
170196	AMERICAN FORENSIC NURSES	2,902.00
170197	ANGI ENERGY SYSTEMS, LLC	2,666.80
170198	ARNOLD, LARRY J	130.26
170199	ARROW STAFFING SERVICE	5,242.89
170200	ARROYO BACKGROUND INVESTIGATIONS	900.00
170201	ATWORK FRANCHISE, INC	3,428.54
170202	BANNING POLICE OFFICERS ASSOC	2,000.00
170203	BEAUMONT DO IT BEST HOME CENTER	1,026.16
170204	BEAUMONT GLASS & DOOR	64.65
170205	BEAUMONT SAFE & LOCK	4.85
170206	BIDDLE CONSULTING GROUP, INC	1,710.64
170207	BIO-TOX LABORATORIES	489.00
170208	BLAIS & ASSOCIATES, INC	1,470.00
170209	BLUE SHIELD OF CALIFORNIA	72,880.92
170210	C.C.U.G.	450.00
170211	CA. ST. DEPT. OF CONSERVATION	24.98
170212	CALIF BUILDING STANDARDS COMMISSION	144.90
170213	CALIFORNIA LAW ENFORCE ASSN	588.00
170214	CALIFORNIA LAW ENFORCEMENT ASSOC	450.00
170215	CALIFORNIA POLICE CHIEFS ASSN	300.00
170216	CALIFORNIA, STATE OF	2,398.00
170217	CDW GOVERNMENT, INC	12,055.91
170218	CHURCHWELL WHITE , LLP	2,880.00
170219	CITRIX SYSTEMS, INC	1,812.96
170220	COOPERATIVE PERSONNEL SVCS.	12,668.10
170221	CORE MICROSYSTEMS	4,776.00
170222	COUNSELING TEAM INTERNATIONAL, THE	275.00
170223	CUSTOM TROPHIES & U-NEEK AWARDS	312.48
170224	CV STRATEGIES	1,181.25
170225	DANIELS TIRE SERVICE	1,983.29
170226	DEGUIRE WEED ABATEMENT, INC	4,956.00
170227	DIAMOND HILLS CHEVROLET BUICK GMC	1,281.34
170228	DISCOUNT CLEANING PRODUCTS, LLC	3,599.00
170229	EL CHICANO NEWSPAPER	404.00
170230	ELIZONDO, MARIO	250.00
170231	ENGINEERING RESOURCES OF SO CA	21,127.28
170232	FAST LUBE & TUNE	3,603.86
170233	FERRELLGAS	1,843.23

City of Banning
Warrant Report August 2019

Warrant Number	Vendor Name	Warrant Amount
170234	FRONTIER COMMUNICATIONS	2,416.61
170235	FRONTIER COMMUNICATIONS	2,077.08
170236	GAS COMPANY, THE	52.12
170237	GEOSCIENCE SUPPORT SERVICES INC	8,272.50
170238	GERDES, PERRY	30.00
170239	GRAINGER	458.01
170240	GRAVES & KING LLP	1,785.80
170241	HARPER, KRIS	2,429.62
170242	HOME DEPOT #8987	367.64
170243	I.B.E.W. LOCAL 47	7,985.12
170244	I.B.E.W. LOCAL 47 (PAC)	44.00
170245	INFOSEND, INC	7,080.06
170246	INNOVATIVE EMERGENCY EQUIPMENT	75.00
170247	J.P. NELSON & SONS CONSTRUCTION INC	5,892.50
170248	KAISER FOUNDATION HEALTH	99,102.43
170249	KH METALS AND SUPPLY	1,139.25
170250	LEAF	910.05
170251	LEE'S AUTO BODY	2,430.29
170252	LESLIE'S POOL SUPPLIES INC.	337.63
170253	LITHOPASS PRINTING, FORMS,	523.41
170254	MANERI SIGN COMPANY INC.	1,547.73
170255	MERCHANTS BUILDING MAINTENANCE, LLC	12,134.24
170256	MICHAEL BAKER INTERNATIONAL, INC	751.09
170257	MILLER, THOMAS	81.78
170258	MILSOFT UTILITY SOLUTIONS, INC	416.67
170259	MOTION PICTURE LICENSING CORP	590.00
170260	NAPA AUTO PARTS	41.84
170261	NEXTREQUEST	6,325.00
170262	O'REILLY AUTO PARTS	140.04
170263	ODYSSEY POWER CORPORATION	1,396.99
170264	OFFICE DEPOT	79.71
170265	OLIN CORPORATION DBA	3,137.20
170266	PARKHOUSE TIRE, INC.	5,211.70
170267	PARTS AUTHORITY METRO, LLC	828.16
170268	PAYPRO ADMINISTRATORS	210.00
170269	PRE-PAID LEGAL SERVICES, INC	234.18
170270	PRUDENTIAL OVERALL SUPPLY	1,220.25
170271	RCS INVESTIGATIONS & CONSULTING LLC	3,120.00
170272	REARDON, MICHAEL & MARSHA	1,500.00
170273	RELIABLE WORKPLACE SOLUTIONS	134.09
170274	RIV. CO. CLERK RECORDER	24.00
170275	RIV. CO. SHERIFF'S DEPT.	258.00
170276	ROMO PLANNING GROUP, INC.	44,955.00
170277	RON'S BEE SERVICE	800.00
170278	R3 CONSULTING GROUP	867.50
170279	SAN BERNARDINO COUNTY SHERIFF'S	215.00
170280	SAN BERNARDINO PUBLIC EMPLOYEES	1,269.28
170281	SCCI, INC DBA	250.00
170282	SGP DESIGN AND PRINT	26.94
170283	SHACKELFORD, QI	21.28
170284	SMART & FINAL	594.24
170285	SOUTHERN CALIFORNIA EDISON	53.83
170286	SPS VAR, LLC	5,050.00

City of Banning
Warrant Report August 2019

Warrant Number	Vendor Name	Warrant Amount
170287	STAPLES BUSINESS ADVANTAGE	464.44
170288	STATEWIDE TOWING & RECOVERY, INC	650.00
170289	STEVEN ENTERPRISES INC	232.65
170290	SUN LIFE FINANCIAL	19,898.17
170291	TELEPACIFIC COMMUNICATIONS	3,111.83
170292	TIME WARNER CABLE	156.67
170293	ULINE	523.88
170294	UNITED ROTARY BRUSH CORPORATION	514.08
170295	US GEOLOGICAL SURVEY,	76,848.00
170296	VAUGHN, CARLA	110.07
170297	VISION SECURITY SYSTEMS	7,421.85
170298	WEBSTER, LON	164.67
170299	WEST COAST SAND & GRAVEL, INC.	400.37
170300	WHENEVER COMMUNICATIONS, LLC	278.85
170301	WHITE, CRYSTAL	25.00
170302	ALL STAR ELITE SPORTS	113.90
170303	ARROW STAFFING SERVICE	899.64
170304	ARROYO BACKGROUND INVESTIGATIONS	330.00
170305	ATWORK FRANCHISE, INC	3,124.77
170306	BAKER & HOSTETLER LLP	1,236.00
170307	BANNING CHAMBER MAP	1,395.00
170308	BANNING CHAMBER OF COMMERCE	60.00
170309	BEAUMONT DO IT BEST HOME CENTER	522.22
170310	BEAUMONT SAFE & LOCK	12.40
170311	BEAUMONT, CITY OF	658.42
170312	BIG TEX TRAILERS	2,579.67
170313	BPS TACTICAL, INC	612.02
170314	C.C.U.G.	450.00
170315	CA. ST. DEPT OF TRANSPORTATION	2,727.62
170316	CALDERON, SANDRA B	35.06
170317	CALIFORNIA, STATE OF	49.00
170318	CANON FINANCIAL SERVICES, INC	1,184.35
170319	CDW GOVERNMENT, INC	430.95
170320	CHAVEZ, ANNA	122.98
170321	CLYMENS, RONNA	75.01
170322	COLONIAL INSURANCE	20,995.90
170323	COUNSELING TEAM INTERNATIONAL, THE	275.00
170324	CREATIVE BUS SALES INC	0.00
170325	CUELLAR-SMITH, JENNIFER	240.63
170326	DIAMOND HILLS CHEVROLET BUICK GMC	372.86
170327	ENTERPRISE FM TRUST	2,313.69
170328	FAST LUBE & TUNE	805.70
170329	FIRST AMERICAN TITLE COMPANY	750.00
170330	FOX OCCUPATIONAL MEDICAL CENTER	1,010.00
170331	FRONTIER COMMUNICATIONS	463.88
170332	GAS COMPANY, THE	15.93
170333	HALLOCK, DENNIS	66.70
170334	HAPPE, DAVID	579.38
170335	HARDER, TERRY	80.16
170336	HOLLOWAY, TRYNETTA	30.00
170337	HOME DEPOT #8987	1,103.75
170338	HR GREEN PACIFIC, INC	873.50
170339	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,231.49

City of Banning
Warrant Report August 2019

Warrant Number	Vendor Name	Warrant Amount
170340	ICMA RETIREMENT TRUST 457	1,745.87
170341	INNOVATIVE EMERGENCY EQUIPMENT	65.00
170342	JIMENEZ, LINDA	163.00
170343	KV'S FLOORING	1,341.52
170344	LEAGUE OF CALIFORNIA CITIES	500.00
170345	LEROUGE, JERRY D	715.00
170346	LESLIE'S POOL SUPPLIES INC.	50.30
170347	LOADER, MICHAEL	18.95
170348	LOZANO SMITH LLP	560.50
170349	MONTROSE ENVIROMENTAL GROUP, INC	13,685.00
170350	MORRIS, CARL	250.00
170351	NAPA AUTO PARTS	58.13
170352	NATIONWIDE RETIREMENT SOLUTIONS	6,341.66
170353	O'REILLY AUTO PARTS	11.83
170354	ONE SOURCE DISTRIBUTORS	11,717.81
170355	PARKHOUSE TIRE, INC.	1,709.93
170356	PARS	1,791.82
170357	PARTS AUTHORITY METRO, LLC	968.36
170358	PRUDENTIAL OVERALL SUPPLY	537.69
170359	PUBLIC AGENCY RETIREMENT SERVICES	300.00
170360	RAPID DATA INC.	867.00
170361	RICHARDS WATSON GERSHON	80,012.45
170362	RICHARDS WATSON GERSHON	67,564.85
170363	RIV. CO. CLERK RECORDER	8.00
170364	RIV. CO. CLERK RECORDER	8.00
170365	RIV. CO. DEPT OF ENVIRONMENTAL	93.00
170366	RIV. CO. FIRE DEPARTMENT	680,908.83
170367	RIV. CO. SHERIFF'S DEPT.	208.00
170368	SANTA ANA WATERSHED PROJ AUTHORITY	16,796.00
170369	SARGEANT, SUSAN	169.16
170370	SIEMENS INDUSTRY, INC	513.22
170371	SITEONE LANDSCAPE SUPPLY	2,213.16
170372	SOFTWARE ONE, INC	525.00
170373	SOUTH COAST AIR QUALITY	217.32
170374	SOUTHERN CALIFORNIA GAS CO	3,621.55
170375	STAGECOACH DAYS ASSOCIATION	26,776.00
170376	STAPLES BUSINESS ADVANTAGE	1,427.13
170377	STATEWIDE TOWING & RECOVERY, INC	385.00
170378	THE SOCO GROUP, INC.	1,079.64
170379	TIME WARNER CABLE	823.84
170380	TRI COUNTY PUMP COMPANY	19,375.35
170381	UTILITY TREE SERVICE	4,488.00
170382	VELA, ARTURO	46.71
170383	VERIZON WIRELESS	652.57
170384	WALLACE, COLLEEN	34.34
170385	WESCO DISTRIBUTION, INC	2,647.96
170386	AMAZON CAPITAL SERVICES	477.79
170387	ARANDA, ANTOINETE	56.58
170388	ARROW STAFFING SERVICE	3,443.60
170389	ATWORK FRANCHISE, INC	1,157.55
170390	BEAUMONT CHAMBER OF COMMERCE	315.00
170391	BEAUMONT DO IT BEST HOME CENTER	155.20
170392	BEAUMONT POWER EQUIPMENT	123.49

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Warrant Number	Vendor Name	Warrant Amount
170393	BEAUMONT SAFE & LOCK	1,146.30
170394	BENHAR, DIANA T	784.70
170395	BENNETT, MICHAEL	4,000.00
170396	BPS TACTICAL, INC	501.04
170397	BRACAMONTES VARGAS, ALONDRA	111.45
170398	CALOLYMPIC GLOVE & SAFETY CO, INC	286.27
170399	CAVANAUGH & ASSOCIATES, P.A.	2,500.00
170400	CDN PREMIER REALTY DBA SUNDANC	30.11
170401	CDW GOVERNMENT, INC	2,560.02
170402	CHIU, LAWRENCE	265.17
170403	CORE AND MAIN, LP	13,605.48
170404	COUNSELING TEAM INTERNATIONAL, THE	700.00
170405	COX, AMBER	225.00
170406	CREATIVE BUS SALES INC	616.06
170407	CYBERTIME NETWORK COMMUNICATIONS	7,797.00
170408	DIAMOND HILLS CHEVROLET BUICK GMC	69.95
170409	DOBBINS, DEANN LOUISE	28.00
170410	ELLERBROEK, RICHARD M	36.42
170411	FAST LUBE & TUNE	708.66
170412	FLEET SERVICES INC	65.37
170413	FONTES &, RICHARD	36.59
170414	FRONTIER COMMUNICATIONS	270.23
170415	GIBBS, NORMAN D & BETTY	52.50
170416	GRAINGER	161.37
170417	HALE HARRIS & ASSOC.	106.32
170418	HERNANDEZ, CARLA	56.00
170419	HOME DEPOT #8987	1,325.81
170420	HUERTA JR., GILBERT	70.00
170421	INLAND WATER WORKS SUPPLY CO.	10,424.82
170422	IRON MOUNTAIN INFORMATION MGMT, LLC	220.68
170423	KH METALS AND SUPPLY	487.41
170424	LEAF	303.35
170425	LESLIE'S POOL SUPPLIES INC.	2,194.33
170426	LITHOPASS PRINTING, FORMS,	86.20
170427	LOCK, DELMER	36.10
170428	M BREY ELECTRIC, INC	282.02
170429	MC AVOY & MARKHAM	40,592.61
170430	MUNOZ, RENE	24.00
170431	NAPA AUTO PARTS	116.86
170432	NOLASCO, PAMELA	49.00
170433	O'HARRA, ANDRE'	20.81
170434	O'REILLY AUTO PARTS	50.75
170435	ONLINE INFORMATION SERVICES	281.02
170436	PENZO, LEONARD A & JUDY L	427.85
170437	PRUDENTIAL OVERALL SUPPLY	576.71
170438	PYRO SPECTACULARS, INC	13,500.00
170439	RANCHO PASEO MEDICAL GROUP	200.00
170440	REDLANDS FORD	5,628.23
170441	ROBLEE, DAVID	860.00
170442	RUEHLE, TARA SHAWN M	245.00
170443	SCCI, INC DBA	250.00
170444	SENTRY ESCROW SERVICE INC	1,165.00
170445	SERRANO, DIANA	197.00

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Warrant Number	Vendor Name	Warrant Amount
170446	SGP DESIGN AND PRINT	21.55
170447	SHRED-IT USA, LLC	98.00
170448	SILVER & WRIGHT, LLP	9,755.74
170449	SITEONE LANDSCAPE SUPPLY	2,012.18
170450	SMITH, LOIS E	38.50
170451	SOUTHERN CALIFORNIA EDISON	248.35
170452	STAPLES BUSINESS ADVANTAGE	901.40
170453	THE GUTZ FAMILY CORP	98.67
170454	TIME WARNER CABLE	41.48
170455	ULINE	651.78
170456	UNITED TRANSMISSION EXCHANGE	6,763.76
170457	UTILITY TREE SERVICE	8,976.00
170458	VAUGHN, CARLA	12.88
170459	VULCAN MATERIALS	40.49
170460	WALLACE, COLLEEN	36.19
170461	WASTE MANAGEMENT OF THE	252,154.52
170462	WATER SYSTEMS OPTIMIZATION, INC.	8,840.00
170463	WESCO DISTRIBUTION, INC	96.98
170464	WEST COAST SAND & GRAVEL, INC.	812.22
170465	YOUNGBLOOD & ASSOCIATES	300.00
170466	ALESHIRE & WYNDER, LLP	176.60
170467	ALL STAR GLASS, INC.	1,425.43
170468	ALTEC INDUSTRIES, INC.	926.71
170469	ANIXTER, INC	5,459.37
170470	ARROW STAFFING SERVICE	3,021.28
170471	ARROYO BACKGROUND INVESTIGATIONS	900.00
170472	ARTISTIC MAINTENANCE, INC.	690.00
170473	AT&T CALNET 2	210.05
170474	AT&T CALNET 2	659.86
170475	AT&T CALNET 2	388.02
170476	AT&T MOBILITY	2,199.04
170477	ATWORK FRANCHISE, INC	1,415.95
170478	BATTERY SYSTEMS, INC	487.37
170479	BEAUMONT DO IT BEST HOME CENTER	161.42
170480	BLACK MARKET WINDOW TINT	180.00
170481	BLAIS & ASSOCIATES, INC	350.00
170482	BLISS, JAMES	1,500.00
170483	BONNER, STARLIN & DOLORES	1,500.00
170484	BOOTH, CATHY	111.88
170485	BRIDGESTONE HOSEPOWER, LLC	911.67
170486	CANON FINANCIAL SERVICES, INC	2,719.84
170487	CAYO, BENJAMIN	121.98
170488	CDN PREMIER REALTY DBA SUNDANC	109.07
170489	CDW GOVERNMENT, INC	117.89
170490	CHARLES ABBOTT ASSOCIATES, INC	360.00
170491	CINTAS CORPORATION 2	112.58
170492	CITIZEN'S HEARINGS & APPEALS	500.00
170493	COUNTY OF RIVERSIDE-ANIMAL CONTROL	30,768.80
170494	COZAD & FOX, INC	2,925.40
170495	CREATIVE BUS SALES INC	37.32
170496	CUMMINS CAL PACIFIC LLC	956.37
170497	CV STRATEGIES	3,555.00
170498	DANIELS TIRE SERVICE	1,301.32

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170499	DE ROULE, HENRI	259.75
170500	DEGUZMAN, EMMANUEL & MILDRED	56.68
170501	DELGADILLO, DAVID	2,223.73
170502	DIRECTV	48.24
170503	ENTERPRISE FM TRUST	6,114.46
170504	FAST LUBE & TUNE	1,195.48
170505	FOX OCCUPATIONAL MEDICAL CENTER	120.00
170506	FROEHLE, PATRICK	1,500.00
170507	FRONTIER COMMUNICATIONS	2,181.43
170508	FRYBARGER, DAVID	2,000.00
170509	GARDA CL WEST INC	155.45
170510	GAS COMPANY, THE	897.71
170511	GUERRERO, CRISTOVAL	27.86
170512	HARPER, KRIS	250.00
170513	HAZEN AND SAWYER	7,642.50
170514	HOME DEPOT #8987	212.89
170515	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,242.68
170516	ICMA RETIREMENT TRUST 457	350.00
170517	INDOFF, INC	118.14
170518	INNOVATIVE EMERGENCY EQUIPMENT	130.00
170519	KAISER FOUNDATION HEALTH	1,623.01
170520	LARA, TORIBIO	164.11
170521	LOS ANGELES TRUCK CENTERS DBA	1,232.04
170522	LSA ASSOCIATES, INC	810.00
170523	LYNCH, MIKE	50.00
170524	MARTIN, MADALIN	180.12
170525	MEGATRONICS INTERNATIONAL CORP	420.00
170526	MOHR, WAYNE	1,600.00
170527	NATIONWIDE RETIREMENT SOLUTIONS	4,155.56
170528	NEWSDATA CORPORATION	700.00
170529	O'REILLY AUTO PARTS	67.46
170530	OFFICE DEPOT	2,136.65
170531	PACKHAM & TOOMEY, INC	125.00
170532	PALOMAREZ, GUILLERMO	513.12
170533	PARKHOUSE TIRE, INC.	884.77
170534	PARS	842.20
170535	PARTS AUTHORITY METRO, LLC	3,689.71
170536	PREDELEANU, MIRCEA	1,500.00
170537	PRESS-ENTERPRISE, THE	270.90
170538	PRUDENTIAL OVERALL SUPPLY	305.57
170539	QT POD	1,095.00
170540	RAILROAD MANAGEMENT CO, LLC	1,123.35
170541	RDO EQUIPMENT CO	576.16
170542	RECORD GAZETTE, THE	357.70
170543	REDLANDS FORD	126.75
170544	REUSCH, DIANA	2,000.00
170545	RINALDI, LORETTA	67.49
170546	RIV. CO. CLERK RECORDER	64.50
170547	RIV. CO. HEALTH SVCS AGENCY	146.00
170548	RIVERSIDE UNIVERSITY HEALTH SYSTEM	1,200.00
170549	ROCK, JERRY & MARGE	1,500.00
170550	SAN BERNARDINO CO SHERIFF'S DEPT	2,550.00
170551	SERVICE SCAPE	5,854.00

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170552	SGP DESIGN AND PRINT	342.65
170553	SHOVE, TED	1,957.29
170554	SOUTH COAST AIR QUALITY	4,687.97
170555	SOUTHERN CALIFORNIA EDISON	102.44
170556	SOUTHERN CALIFORNIA EDISON COMPANY	15,768.67
170557	SOUTHERN CALIFORNIA JOINT POLE	747.89
170558	SOUTHERN CALIFORNIA WASTE MANAGEMNT	210.00
170559	SOWERS, NANCY	900.00
170560	STAPLES BUSINESS ADVANTAGE	1,383.69
170561	STONE, PAMELA	250.00
170562	SUN LIFE FINANCIAL	19,776.63
170563	SUPERION	528.04
170564	TELEPACIFIC COMMUNICATIONS	3,127.97
170565	TIME WARNER CABLE	92.43
170566	TIME WARNER CABLE	70.33
170567	TRANSACT TECHNOLOGIES	267.56
170568	UNDERGROUND SERVICE ALERT	176.28
170569	UNITED STATES POSTAL SERVICE	5,000.00
170570	UTILITY CRANE AND EQUIPMENT	1,470.15
170571	UTILITY TREE SERVICE	7,854.00
170572	VAN METER & ASSOCIATES, INC	160.00
170573	VERIZON WIRELESS	152.04
170574	VERIZON WIRELESS	4,205.01
170575	W-W MANUFACTURING COMPANY	28,286.10
170576	WELDOR'S SUPPLY AND STEEL	121.26
170577	WESCO DISTRIBUTION, INC	2,628.56
170578	WESTRUX INTERNATIONAL INC	12,466.59
170579	WIREMAN, RHONDA	127.99
170580	YOUNGBLOOD & ASSOCIATES	300.00
9006493	CALPERS 457 PLAN - 450260	34,665.13
9006494	CA. ST. BOARD OF EQUALIZATION	1,184.00
9006495	WELLS FARGO BANK	392,792.12
9006496	CALIFORNIA, STATE OF	7,744.00
9006497	CA. ST. EMPLOYMENT DEV. DEPT.	24,385.20
9006498	INTERNAL REVENUE SERVICE	156,344.99
9006499	WELLS FARGO CARD SERVICES INC	1,678.42
9006500	WELLS FARGO CARD SERVICES INC	542.95
9006501	TASC	5,528.43
9006502	WELLS FARGO BANK	300.00
9006503	WELLS FARGO CARD SERVICES INC	86.32
9006504	WELLS FARGO CARD SERVICES INC	785.03
9006505	WELLS FARGO BANK	370,866.40
9006506	WELLS FARGO CARD SERVICES INC	2,497.56
9006507	CALPERS 457 PLAN - 450260	35,038.33
9006508	CA. ST. EMPLOYMENT DEV. DEPT.	23,220.92
9006509	INTERNAL REVENUE SERVICE	147,645.85
9006510	WELLS FARGO CARD SERVICES INC	2,434.46
9006511	TASC	5,528.43
9006512	WELLS FARGO BANK	300.00
9006513	CA. ST. PUBLIC EMPLOYEES	97,018.51
9006514	WELLS FARGO CARD SERVICES INC	1,502.00
9006515	CALPERS 457 PLAN - 450260	34,083.78
9006516	CA. ST. PUBLIC EMPLOYEES	94,660.42

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Warrant Number	Vendor Name	Warrant Amount
9006517	CA. ST. PUBLIC EMPLOYEES	1,050.00
9006518	WELLS FARGO CARD SERVICES INC	727.80
9006519	WELLS FARGO CARD SERVICES INC	3,663.66
9006520	WELLS FARGO CARD SERVICES INC	749.80
9006521	CA. ST. PUBLIC EMPLOYEES	1,000.00
9006522	WELLS FARGO BANK	396,795.21
Grand Total		7,273,813.41
	Less Voided / Reissued Checks from Prior Period	(4,820.95)
	Less Voided Checks Prior Period	
	Add Payroll Checks	17,014.71
	Total Remittance for Month	7,286,007.17

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1011		RIVERSIDE PUBLIC UTILITIES	219		670-7000-331.20-01	INTEREST REVENUE RECEIVED DURING JULY 2019	(2,256.88)
					670-7000-356.38-10	ENERGY REVENUE RECEIVED DURING JULY 2019	(69,679.26)
					670-7000-356.38-17	CRR REVENUE RECEIVED DURING JULY 2019	(7,920.25)
					670-7000-356.38-20	TRANS REVENUE RECEIVED DURING JULY 2019	(67,394.77)
					670-7010-473.27-09	S & D EXPENSE PAID DURING JULY 2019	50,324.00
					670-7010-473.27-50	CAPACITY EXPENSE PAID DURING JULY 2019	349,734.37
					670-7010-473.27-60	ENERGY EXPENSE PAID DURING JULY 2019	145,455.85
					670-7010-473.27-70	TRANS EXPENSE PAID DURING JULY 2019	189,427.77
					670-7010-473.33-02	LEGAL EXPENSE PAID DURING JULY 2019	5,403.23
					675-7020-473.33-25	PV ENGINEERING PAID DURING JULY 2019	26,084.90
1012		RIVERSIDE PUBLIC UTILITIES	220		670-7010-473.27-50	SCPPA PUENTE HILLS LNDFLL	242,983.93
1013		U.S. BANK	1442912		830-9200-490.61-03	PRINCIPAL PAYMENT	1,220,000.00
					830-9200-490.62-03	INTEREST DUE	490,673.39
					840-0000-102.15-00	CASH ON HAND INT 277166001	(4.03)
1014		U.S. BANK	1044597		375-0000-102.11-00	LESS CASH ON HAND 789582000(INTEREST)	(554.72)
					375-0000-102.13-00	LESS CASH ON HAND 789582001 (PRINCIPAL)	(40.81)
					375-4900-431.61-12	PRINCIPAL DEPOSIT DUE 1/2 OF $80,000.00	40,000.00
					375-4900-431.62-12	INTEREST DUE FAIR OAKS RANCH ESTATE	51,817.50
170132		A-Z BUS SALES, INC. (COLTON)	0195619986		610-5800-434.30-06	WHEELCHAIR DIAGNOSTICS	7,273.95
			0195610568		610-5800-434.30-06	#241 A/C DIAGNOSTICS	2,696.27
170133		AMAZON CAPITAL SERVICES	1HRJ-99DJ-HG17		001-0000-201.10-00	SALES TAX	(3.97)
				029663	001-1200-412.36-00	TRAY/MOUSE PAD	55.23
170134		ANIXTER, INC	4230228-00		670-0000-131.00-00	LUG AERIAL/ANCHOR ROD PO NUM 029177	2,077.81
170135		ARROW STAFFING SERVICE	107831		761-3100-480.33-11	G SANTANA W/E 6/22/19	799.68
170136		ASBURY ENVIRONMENTAL SERVICES DBA	0000004427701		702-4800-480.23-49	BATTERY DISPOSAL	190.00
			0000004450974		690-9600-453.46-15	BATTERY DISPOSAL BULKY ITEM DAY	1,106.80
170137		ATWORK FRANCHISE, INC	038632		761-3100-480.33-11	C STEINER W/E 7/21/19	913.49
170138		BDA/IE	BDA/IE MTG 8/27		001-2800-441.23-05	BDA/IE- PANEL DISCUSSION ONTARIO - 8/27/19	35.00
170139		BLACK MARKET WINDOW TINT	07102019	029757	148-2200-421.90-52	WINDOW TINT - 3 UNITS	1,440.00
170140		BROADCAST MICROWAVE SERVICES, INC	SI 109877	029555	148-2200-421.90-51	CAMERAS FOR NEW VEHS	21,398.66
170141		CALIFORNIA, STATE OF	482527	029151	001-2200-421.33-41	BLOOD ANALYSIS CHP	70.00
170142		CDW GOVERNMENT, INC	SVF6549	029175	001-2800-441.90-49	ADOBE - PLANNING	378.24
			SZS0156	029618	670-7000-473.89-48	POWER STRIPS	404.77
170143		CELL BUSINESS EQUIP-LEASING	69940094		761-3100-480.30-06	FOLDING MACHINE LEASE 4/01/2019-4/30/2019	299.87
			69568671		761-3100-480.30-06	FOLDING MACHINE LEASE 5/01/2019 - 5/31/2019	299.87
			69655279		761-3100-480.30-06	FOLDING MACHINE LEASE 6/01/2019 - 6/30/2019	299.87
170144		CITY OF BANNING	1321 CHRISTIE		810-9700-490.41-65	1" WATER METER HABITAT FOR HUMANITY	395.00
						FRONTAGE FEE HABITAT FOR HUMANITY	1,375.00
						NPDES INSPECTION HABITAT FOR HUMANITY	111.00
						PROJ # 19-20102 GRADING HABITAT FOR HUMANITY	1,249.00
						PROJ # 19-60101 GRADING HABITAT FOR HUMANITY	54.50
						PROJ#19-20105 WA MTR INST HABITAT FOR HUMANITY	95.00
						SEWER CONNECTION FEE HABITAT FOR HUMANITY	2,786.00
						WATER CONNECTION FEE HABITAT FOR HUMANITY	7,232.00
						WATER FRONTAGE HABITAT FOR HUMANITY	1,250.00
170145		CLA-VAL	270753	028914	661-6300-471.95-09	VALVE REPAIR AND PARTS	937.48
170146		CORE AND MAIN, LP	P766336		660-0000-131.00-00	FLANGE,CAPS PO NUM 029094	24,087.81
170147		CORELOGIC INFORMATION SOLUTIONS INC	82969448	029225	001-2700-442.23-33	JUNE 2019 METROSCAN	100.00
					001-2740-442.23-33	JUNE 2019 METROSCAN	50.00
170148		COUNSELING TEAM INTERNATIONAL, THE	72846		001-1300-412.33-32	PD APPLICANT PSYCH ASSESSMENT	275.00
170149		DELL MARKETING LP	10312077617	029092	001-2740-442.90-48	CODE ENFORCEMENT PC	5,276.88
					148-2200-421.90-48	CODE ENFORCEMENT PC	5,276.88
170150		ECCLESTONE, CHERYL	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	116.49
170151		ENVIRONMENTAL CONSTRUCTION, INC	ECIBDS-2019-84	028623	855-9500-490.90-30	ROOSEVELT WILLIAMS PARK	173,862.13
			ECIBDS-2019-84.2		855-9500-490.90-30	ROOSEVELT WILLIAMS PARK CONSTRUCTION RES 2019-84	26,137.87
170152		FBINAA	2019 FBINAA CON		001-2200-421.23-06	2019 FBINAA CA STATE CONF CHIEF M HAMNER 9/03-9/05	449.00
170153		FEENEY, MICHAEL	JUL 18 - DEC 18		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2018 -DEC 2018	183.48

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
170154		FLEET SERVICES INC	0592563I		702-3800-480.38-52	LED BEAM	700.42
			0592709I		702-3800-480.38-52	BATTERY ISOLATER GUARD	203.57
			0592851I		702-3800-480.38-52	SIGNAL BAR LED SAFETY	561.44
170155		GERDES, PERRY	MEALS 8/6-8/9		660-6300-471.23-05	MEALS - TRI STATE SEMINAR LAS VEGAS 8/6/19-8/9/19	152.00
170156		IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190802		001-0000-204.80-10	PAYROLL SUMMARY	2,265.47
170157		ICMA RETIREMENT TRUST 457	20190802		001-0000-204.16-00	PAYROLL SUMMARY	1,745.87
170158		IRON MOUNTAIN INFORMATION MGMT, LLC	26191386S		703-3700-480.33-11	OFFSITE MEDIA STORAGE	220.81
170159		KOWALSKI, JOHN	43105-23892/19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,500.00
170160		LEAF	9517190	029760	610-5800-434.23-02	LANIER COPIER LEASE	376.53
170161		LEVEL II, INC	190506	029746	370-2200-421.30-17	PD SYSTEM/COMPUTER VIRUS PROJECT # EM1904	570.00
170162		LONG, PATRICIA	08799-510/19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
170163		LYNCH, MIKE	MEALS 8/6-8/9		660-6300-471.23-05	MEALS - TRI STATE SEMINAR LAS VEGAS 8/6/19-8/9/19	152.00
170164		MACIEL, JOSE	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	113.89
170165		MARCYNYSZYN, STEVEN	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	133.61
170166		MEGATRONICS INTERNATIONAL CORP	17407		702-3800-480.30-06	MEGATRAK TRANSFER KEY	205.00
170167		NATIONWIDE RETIREMENT SOLUTIONS	20190802		001-0000-204.16-00	PAYROLL SUMMARY	6,341.66
170168		ONLINE INFORMATION SERVICES	933192	028974	761-3100-480.30-17	MAY 2019 ONLINE BILL	223.37
			940154	028974	761-3100-480.30-17	JUNE 2019 ONLINE BILL	255.48
170169		PARS	20190802		001-0000-204.25-00	PAYROLL SUMMARY	2,050.19
170170		PRO-CRAFT PLUMBING COMPANY, INC	18040-14		001-3200-412.30-02	PD-WOMEN'S ADA TOILET	340.00
			18046-15		001-3200-412.30-02	SINK REPAIR AT MAIN YARD	499.20
170171		PRUDENTIAL OVERALL SUPPLY	22824452	029755	670-7000-473.25-02	ELECT DEPT UNIFORMS	140.16
			22829468	029755	670-7000-473.25-02	ELECT DEPT UNIFORMS	140.16
			22837429	029755	670-7000-473.25-02	ELECT DEPT UNIFORMS	140.16
170172		PUBLIC AGENCY RETIREMENT SERVICES	33361		001-1900-412.33-11	PARS PLN 1D#PH-AR505A SVC PERIOD 20190531	300.00
170173		RECORD GAZETTE, THE	00166916	029671	001-2800-441.23-01	ADVERTISING/PUBLICATION	175.20
170174		REDLANDS FORD	6207365/1		702-3800-480.38-52	#231 STEERING CONCERN	4,596.90
170175		RIV. CO. HEALTH SVCS AGENCY	IN0354443		001-4010-461.41-04	SNACK BAR PERMIT REPPLIER PARK AQUATIC CTR	146.00
170176		RIVERSIDE, COUNTY OF	JUNE 2019		001-2200-421.18-06	PARKING CITATION ASSESSMT JUNE 2019	715.10
170177		RIVERSIDE, COUNTY OF	AC00000001652		001-2800-441.41-13	LAFCO FEES FY 20 ADMIN FEES	7,659.02
170178		SENTRY ESCROW SERVICE INC	006054-JR		674-7000-473.96-33	ESCROW-APN 534-152-025 RES 2019-86 MOUSA RIFAI	150,000.00
170179		SENTRY ESCROW SERVICE INC	006055-JR		840-9500-490.93-30	ESCROW APN 532-110-004 RES 2019-83 LOUIS LOPEZ	48,102.00
170180		SMART & FINAL	010721	029595	001-4050-461.36-00	SR. CTR. SPLS.	89.61
			024855	029596	001-4010-461.36-22	SNACK BAR ITEMS AQUATICS	417.44
170181		SO CAL WEST COAST ELECTRIC, INC	25973	029396	001-3600-461.30-06	BALLASTS, LAMPS, LENSES,	8,752.25
170182		SOFTWARE ONE, INC	US PSI216254	029281	703-3700-480.89-49	CLOUD STORAGE	300.00
170183		SOTO, GABINO	OCT 18 - MAR 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE OCT 2018 -MAR 2019	109.81
170184		STAPLES BUSINESS ADVANTAGE	3419388239	029681	001-2800-441.36-00	OFFICE SUPPLIES	39.76
170185		THORNTON, CHRIS	MEALS 8/6-8/9		680-8000-454.23-05	MEALS - TRI STATE SEMINAR LAS VEGAS 8/6/19-8/9/19	152.00
170186		UNITED ROTARY BRUSH CORPORATION	302910		100-4900-431.38-57	STREET SWEEPER SUPPLIES	257.05
170187		UTILITY TREE SERVICE	08J33119	028387	670-7000-473.23-17	TREE TRIMMING W/E 7/13/19	3,366.00
170188		WELLS FARGO CARD SERVICES INC	MAY 4786 JUL19		001-2200-421.23-06	RIV COUNTY SHERIFF'S DEPT TUITION OFFICER MUNOZ	267.80
					001-2200-421.36-00	CREARTIVE WRAPS SIGNS FOR RANGE	80.00
						XENIA PACIFIC 10X10 TENT	538.75
					001-2200-421.30-07	NEW OFFICERS CEREMONY	250.00
170189		WHITE, BEVERLY	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN2019 -JUN 2019	124.56
170190		A-Z BUS SALES, INC. (COLTON)	0196821180	029680	702-3800-480.38-52	HAND CONTROL PLASTIC	194.96
			015516276	029223	610-5800-434.30-06	CNG CHG	350.00
			015516282	029223	610-5800-434.30-06	FIRE SUPRESSION SVC	350.00
			015516299	029223	610-5800-434.30-06	FIRE SUP SVC	785.00
			015516301	029223	610-5800-434.30-06	CNG CHG	175.00
170191		ACE	141254	029715	702-3800-480.30-05	REPAIRS #231	667.13
170192		ADVANCE WORKPLACE STRATEGIES INC	405054	029732	001-1300-412.33-32	JULY RANDOM TESTING CHRGS	45.00
			405253	029732	001-1300-412.33-32	JULY TESTING CHARGES	181.00
170193		AIR RESOURCES BOARD	INVC0119088		670-7010-473.27-55	AB32 COST OF IMPLEMENTATN	38,079.00
170194		AL'S KUBOTA TRACTOR	157137	029724	001-3600-461.36-00	HONDA EDGER, NYLON LINE	1,219.48
170195		AMAZON CAPITAL SERVICES	1DCN-9GD-84FH		001-0000-201.10-00	SALES TAX	(1.55)

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170195		AMAZON CAPITAL SERVICES	1LCN-99JD-H4FH	029589	001-4000-461.36-00	WALL CLOCK & BATTERIES	43.04
170196		AMERICAN FORENSIC NURSES	71907		001-2200-421.33-31	STAND BY FEE MAY 2019 ORG INV DATE 04/01/2019	800.00
			71951		001-2200-421.33-31	CHP BLOOD DRAWS ORG INV DATE 03/15/2019	150.00
			72070		001-2200-421.33-31	PD BLOOD DRAWS ORG INV DATE 04/30/2019	60.00
			72130		001-2200-421.33-31	STAND BY FEE JULY 2019	800.00
			72138		001-2200-421.33-31	PD BLOOD DRAWS ORG INV DATE 05/15/2019	180.00
			72147		001-2200-421.33-31	CHP BLOOD DRAWS ORG INV DATE 05/15/2019	240.00
			72184		001-2200-421.33-31	PD BLOOD DRAWS ORG INV DATE 05/31/2019	60.00
			72241		001-2200-421.33-31	PD BLOOD DRAWS	300.00
			72285		001-2200-421.33-31	PD BLOOD DRAWS	124.80
			72329		001-2200-421.33-31	CHP BLOOD DRAWS	187.20
170197		ANGI ENERGY SYSTEMS, LLC	INV-017373	029711	702-3800-480.30-06	COMPRESSOR	317.27
			INV-017512	029711	702-3800-480.30-06	CNG	2,349.53
170198		ARNOLD, LARRY J	FB REFUND		001-0000-218.22-22	FINAL BILL REFUND	115.20
					670-0000-112.00-00	FINAL BILL REFUND	14.35
					675-0000-112.00-00	FINAL BILL REFUND	0.71
170199		ARROW STAFFING SERVICE	107932		761-3100-480.33-11	SANTANA, GRACE W/E 6/29 UTILITY BILLING	749.70
			108016		761-3100-480.33-11	SANTANA, GRACE W/E 7/06 UTILITY BILLING	512.30
			108039		761-3100-480.33-11	SANTANA, GRACE W/E 7/13 UTILITY BILLING	699.72
			108123		001-1900-412.23-27	CARROLL, GARY W/E 7/20 FINANCE	1,222.00
			108124		761-3100-480.33-11	SANTANA, GRACE W/E 7/20 UTILITY BILLING	837.17
			108174		001-1900-412.23-27	CARROLL, GARY W/E 7/27 FINANCE	1,222.00
170200		ARROYO BACKGROUND INVESTIGATIONS	2029	029619	001-1300-412.33-11	PO BACKGROUND	900.00
170201		ATWORK FRANCHISE, INC	079477		761-3100-480.33-11	STEINER, CHANDRA W/E 6/02 UTILITY BILLING	669.43
			079475		702-3800-480.23-27	PERKINS, ERICA W/E 6/02 FLEET	442.07
			080950		761-3100-480.33-11	STEINER, CHANDRA W/E 6/16 UTILITY BILLING	965.79
			080963		702-3800-480.23-27	PERKINS, ERICA W/E 6/16 FLEET	458.68
			082429		761-3100-480.33-11	STEINER, CHANDRA W/E 6/30 UTILITY BILLING	892.57
170202		BANNING POLICE OFFICERS ASSOC	JULY 2019		001-0000-204.50-00	POLICE OFFICER ASSOC DUES JULY 2019	2,000.00
170203		BEAUMONT DO IT BEST HOME CENTER	474434	029628	100-4900-431.36-00	GREEN GRATE, BUBBLER FLOO	36.47
			474454	029628	001-3200-412.30-02	STATION 89- CELING FAN BU	12.90
			474414	029628	100-4900-431.36-00	W, B, & N BOLTS	2.34
			474429	029628	001-3200-412.30-02	PD- 20X20X1 PLEAT FILTER	27.44
			474469	029628	001-3200-412.30-01	PLUMBING ELBOWS, TUBES, E	142.75
			474451	029628	001-3200-412.30-01	90D GALVANIZED ELBOW	3.54
			474537	029628	001-3200-412.30-02	COMBINATION LOCK	23.69
			474634	029628	001-3200-412.30-02	PD- GRAY & BEIGE MORTAR S	47.36
			474648	029628	100-4900-431.36-00	SANDING RESPIRATOR & THRE	45.33
			474757	029628	001-3200-412.30-01	PW- COVER & LAWN RISER	17.94
			474944	029628	100-4900-431.36-00	WATER TIMER, PASTE, GARDE	103.49
			475014	029628	100-4900-431.36-00	PRIMER, COUPLING, PUMP	61.56
			475148	029628	001-3200-412.30-01	50 PK DUST MASKS	12.16
			475157	029628	001-3200-412.30-01	REPPLIER PARK- OUTLET COV	176.07
			475441	029628	100-4900-431.36-00	REDI MIX CONCRETE	185.16
			475506	029588	001-3600-461.30-02	S & SPRING HINGE	45.55
			475510	029588	001-3600-461.30-02	CREDIT- SPRING HINGE	(27.99)
			475585	029628	001-3200-412.30-02	ELECTRIC DEP- BASE & ADHE	59.90
			475649	029628	001-3200-412.30-01	WRENCH SET & KIT & AIR HO	50.50
170204		BEAUMONT GLASS & DOOR	103	029089	001-3200-412.30-02	CITY HALL MOLE HAIR	64.65
170205		BEAUMONT SAFE & LOCK	71386A	029719	001-4000-461.36-00	DUPLICATE KEYS	4.85
170206		BIDDLE CONSULTING GROUP, INC	61302		148-2210-421.90-49	TESTGEBIUS CRITICALCALL 1ST YEAR ANNUAL LICENSE	1,710.64
170207		BIO-TOX LABORATORIES	38234		001-2200-421.33-31	BLOOD ALCOHOL ANALYSIS CHP	489.00
170208		BLAIS & ASSOCIATES, INC	06-2019-BN1	029460	100-4900-431.33-11	CARL MOYER MEMORIAL	420.00
			06-2019-BN2	029458	001-3600-461.33-11	CA DEPARTMENT OF PARKS &	1,050.00
170209		BLUE SHIELD OF CALIFORNIA	AUGUST 2019		001-0000-204.31-00	HEALTH INSURANCE PREMIUMS AUGUST 2019	72,880.92
170210		C.C.U.G.	CCUG 9/2019		001-2200-421.23-05	LAM, ANGIE / SEMINAR REGS 9/10/19 - 9/13/19 SACRAME	450.00
170211		CA. ST. DEPT. OF CONSERVATION	2019 - QTR 2		001-2700-442.41-28	SMIP FEES 2ND QUARTER 2019	24.98

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170212		CALIF BUILDING STANDARDS COMMISSION	2019 - QTR 2		001-0000-223.25-00	CA BUILDING STANDARD FEES 2ND QUARTER 2019	144.90
170213		CALIFORNIA LAW ENFORCE ASSN	AUGUST 2019		001-0000-204.80-43	POLICE LTD PREMIUMS AUGUST 2019	588.00
170214		CALIFORNIA LAW ENFORCEMENT ASSOC	VARGAS, MARIA		001-2200-421.23-06	TUITION - MARIA VARGAS OCT 21,2019 - OCT 25,2019	450.00
170215		CALIFORNIA POLICE CHIEFS ASSN	13739		001-1300-412.23-01	JOB POSTING - POLICE CAPT	300.00
170216		CALIFORNIA, STATE OF	378752		001-2200-421.33-94	MAY 2019 LIVESCANS FEES CUSTOMER # 142831	1,555.00
			389592		001-2200-421.33-94	JUNE 2019 LIVESCANS FEES CUSTOMER # 142831	843.00
170217		CDW GOVERNMENT, INC	SNH1168		148-2200-421.90-48	PD COMPUTERS	8,385.26
			SVN9252		148-2200-421.90-48	DELL PC & DUAL MONITORS PD	485.24
			SZP0776	029618	001-4000-461.36-00	LVO GEFORCE GT730	117.65
			TEF9559	029618	700-5010-480.36-00	HR PRINTER	342.16
			TJM612	029618	703-3700-480.89-48	VIDEO CONFERENCE EQUIP	2,725.60
170218		CHURCHWELL WHITE , LLP	45390	029576	663-6300-471.96-35	BEAUMONT BASIN PROFESS	2,880.00
170219		CITRIX SYSTEMS, INC	92000774	029738	001-2200-421.30-17	ANNAUL CSS RENEWAL PD	906.48
			92000775	029738	703-3700-480.30-17	ANNUAL CSS RENEWAL	906.48
170220		COOPERATIVE PERSONNEL SVCS.	INV365493		001-1300-412.41-16	ASD RECRUITMENT SERVICES	5,000.00
			INV465498		001-1300-412.41-16	RECRUITEMENT SRVS DIRECTR PARKS & REC	5,000.00
						REIMBURSABLE EXPENSES PARKS & REC DIRECTOR	2,668.10
170221		CORE MICROSYSTEMS	IN-33667	029742	001-2060-446.33-11	WEB LIVE STREAMING	4,776.00
170222		COUNSELING TEAM INTERNATIONAL, THE	72856		001-1300-412.33-32	PD APPLICANT PSYCH ASSES	275.00
170223		CUSTOM TROPHIES & U-NEEK AWARDS	000541	029729	001-1300-412.41-15	RETIREMENT PLAQUES	312.48
170224		CV STRATEGIES	5144	029566	610-5800-434.33-11	RE-BRANDING TRANSIT	1,181.25
170225		DANIELS TIRE SERVICE	230124083	029675	702-3800-480.23-49	TIRE RECYCLING	193.00
			230124143	029675	702-3800-480.38-52	SV CALL MOUNT LOOSE WHEEL	412.92
			230124167	029675	702-3800-480.38-52	TIRES #503	214.13
			230124246	029675	702-3800-480.38-52	REPAIRS	514.44
			230124246A	029675	702-3800-480.38-52	REVISION TO ORIGINAL INV	6.41
			230124430	029675	702-3800-480.38-52	TIRES #504	642.39
170226		DEGUIRE WEED ABATEMENT, INC	19425	029571	001-2740-442.23-39	WEED ABATEMENT	421.00
			19426	029571	001-2740-442.23-39	WEED ABATEMENT	246.00
			19427	029571	001-2740-442.23-39	WEED ABATEMENT	263.50
			19428	029571	001-2740-442.23-39	WEED ABATEMENT	363.50
			19429	029571	001-2740-442.23-39	WEED ABATEMENT	211.00
			19430	029571	001-2740-442.23-39	WEED ABATEMENT	426.00
			19431	029571	001-2740-442.23-39	WEED ABATEMENT	526.00
			19432	029571	001-2740-442.23-39	WEED ABATEMENT	316.00
			19433	029571	001-2740-442.23-39	WEED ABATEMENT	211.00
			19434	029571	001-2740-442.23-39	WEED ABATEMENT	211.00
			19435	029571	001-2740-442.23-39	WEED ABATEMENT	211.00
			19436	029571	001-2740-442.23-39	WEED ABATEMENT	211.00
			19437	029571	001-2740-442.23-39	WEED ABATEMENT	211.00
			19438	029571	001-2740-442.23-39	WEED ABATEMENT	351.00
			19439	029571	001-2740-442.23-39	WEED ABATEMENT	263.50
			19440	029571	001-2740-442.23-39	WEED ABATEMENT	513.50
170227		DIAMOND HILLS CHEVROLET BUICK GMC	44451	029698	702-3800-480.30-05	REPAIRS #54	1,180.32
			65079	029698	702-3800-480.38-52	LOCK #055	101.02
170228		DISCOUNT CLEANING PRODUCTS, LLC	127620		001-0000-201.10-00	SALES TAX	(278.92)
				029502	001-3600-461.89-56	PRESSURE WASHER	3,877.92
170229		EL CHICANO NEWSPAPER	EC8017		001-3600-461.33-11	NOTICE INVITING BIDS DYSART PARK FENCING	404.00
170230		ELIZONDO, MARIO	EYEWEAR 7/2019		670-7000-473.25-10	EYEWEAR REIMB 7/19/19 PER UTILITY UNIT MOU	250.00
170231		ENGINEERING RESOURCES OF SO CA	52711	029409	001-3000-442.33-53	BANNING PLAN CHECK AND IN	21,127.28
170232		FAST LUBE & TUNE	54423	029615	702-3800-480.30-05	PITMAN ARM/STEERING #833	240.48
			55487	029615	702-3800-480.30-05	REPAIRS #622	2,378.50
			55879	029615	702-3800-480.30-05	REPAIRS TO #839	984.88
170233		FERRELLGAS	1105333705	029754	660-6300-471.36-08	PROPANE ORG INV DATE 2/21/19	782.62
			1106759719	029754	660-6300-471.36-08	PROPANE ORG INV DATE 4/17/2019	421.75
			1106810812	029754	660-6300-471.36-08	PROPANE ORG INV DATE 5/15/2019	282.99
			1106923137	029754	660-6300-471.36-08	PROPANE ORG INV DATE 6/12/19	355.87

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170234		FRONTIER COMMUNICATIONS	2090560495AUG19		001-4500-412.26-05	209-056-0495 JUL 28,2019 - AUG 27,2019	920.78
			9518491575JUL19		001-2200-421.26-05	951-849-1575 JUL 13,2019 - AUG 12,2019	128.32
			9518493260AUG19		001-4500-412.26-05	951-849-3260 JUL 28,2019 - AUG 27,2019	259.99
			9518498256JUL19		001-2200-421.26-05	951-849-8256 JUL 16,2019 - AUG 15,2019	1,107.52
170235		FRONTIER COMMUNICATIONS	2091885918AUG19		001-2200-421.26-05	209-188-5918 JUL 28,2019 - AUG 27,2019	45.83
					001-2400-422.26-05	209-188-5918 JUL 28,2019 - AUG 27,2019	87.16
					001-4500-412.26-05	209-188-5918 JUL 28,2019 - AUG 27,2019	1,093.92
					660-6300-471.26-05	209-188-5918 JUL 28,2019 - AUG 27,2019	541.71
					670-7000-473.26-05	209-188-5918 JUL 28,2019 - AUG 27,2019	242.44
					702-3800-480.26-05	209-188-5918 JUL 28,2019 - AUG 27,2019	66.02
170236		GAS COMPANY, THE	19499362408JL19		001-3600-461.26-06	176 E LINCOLN ST JUN 24,2019 - JUL 24,2019	6.52
					100-4900-431.26-06	176 E LINCOLN ST JUN 24,2019 - JUL 24,2019	6.51
					660-6300-471.26-06	176 E LINCOLN ST JUN 24,2019 - JUL 24,2019	13.03
					670-7000-473.26-06	176 E LINCOLN ST JUN 24,2019 - JUL 24,2019	13.03
					702-3800-480.26-06	176 E LINCOLN ST JUN 24,2019 - JUL 24,2019	13.03
170237		GEOSCIENCE SUPPORT SERVICES INC	12870-19-01	029539	660-6300-471.33-11	UPDATE FIGURES 12-17	4,093.75
			12870-19-02	029539	660-6300-471.33-11	2011 PERENNIAL YIELD	4,178.75
170238		GERDES, PERRY	7/19/19		660-6300-471.30-06	CUSTOM METAL FABRICATION REPAIR DAVIT ARM SAFETY	30.00
170239		GRAINGER	9242063312	029607	660-6300-471.45-16	PADLOCK/GREASE/SHOVELS	458.01
170240		GRAVES & KING LLP	1906-0010135-03		700-5040-480.33-11	DEFENSE COST BA1823	1,785.80
170241		HARPER, KRIS	PC LOAN 8/2019		670-0000-116.21-05	EMPLOYEE COMPUTER LOAN UTILITY MOU	2,429.62
170242		HOME DEPOT #8987	4020427	029605	660-6300-471.45-08	EVAPORATIVE COOLER PARTS	222.22
			7012516	029605	660-6300-471.45-08	60 LB CONCRETE MIX	145.42
170243		I.B.E.W. LOCAL 47	JULY 2019		001-0000-204.53-00	GEN / UTILITY UNION DUES JULY 2019	7,985.12
170244		I.B.E.W. LOCAL 47 (PAC)	JULY 2019		001-0000-204.80-01	PAC DUES JULY 2019	44.00
170245		INFOSEND, INC	155138		761-3100-480.23-02	UB BILL SERVICE 6/03-6/07	114.03
					761-3100-480.23-04	UB BILL SERVICE 6/03-6/07	947.79
					761-3100-480.33-11	UB BILL SERVICE 6/03-6/07	240.86
			155548		761-3100-480.23-02	UB BILL SERVICE 6/10-6/14	110.28
					761-3100-480.23-04	UB BILL SERVICE 6/10-6/14	938.41
					761-3100-480.33-11	UB BILL SERVICE 6/10-6/14	193.18
			155991		761-3100-480.23-02	UB BILL SERVICE 6/17-6/21	137.32
					761-3100-480.23-04	UB BILL SERVICE 6/17-6/21	1,267.04
					761-3100-480.33-11	UB BILL SERVICE 6/17-6/21	326.32
			156320		761-3100-480.23-02	UB BILL SERVICE 6/24-6/28	246.79
					761-3100-480.23-04	UB BILL SERVICE 6/24-6/28	2,087.60
					761-3100-480.33-11	UB BILL SERVICE 6/24-6/28	470.44
170246		INNOVATIVE EMERGENCY EQUIPMENT	20950	029678	702-3800-480.30-05	LABOR #24	75.00
170247		J.P. NELSON & SONS CONSTRUCTION INC	327	029570	001-2740-442.23-39	WEED ABATEMENT	870.00
			328	029570	001-2740-442.23-39	WEED ABATEMENT	212.50
			329	029570	001-2740-442.23-39	WEED ABATEMENT	200.00
			330	029570	001-2740-442.23-39	WEED ABATEMENT	235.00
			331	029570	001-2740-442.23-39	WEED ABATEMENT	795.00
			332	029570	001-2740-442.23-39	WEED ABATEMENT	495.00
			333	029570	001-2740-442.23-39	WEED ABATEMENT	405.00
			335	029570	001-2740-442.23-39	WEED ABATEMENT	265.00
			336	029570	001-2740-442.23-39	WEED ABATEMENT	335.00
			337	029570	001-2740-442.23-39	WEED ABATEMENT	405.00
			338	029570	001-2740-442.23-39	WEED ABATEMENT	670.00
			339	029570	001-2740-442.23-39	WEED ABATEMENT	335.00
			340	029570	001-2740-442.23-39	WEED ABATEMENT	335.00
			342	029570	001-2740-442.23-39	WEED ABATEMENT	335.00
170248		KAISER FOUNDATION HEALTH	AUGUST 2019		001-0000-204.31-00	PREMIUM GROUP 101565-0002 AUGUST 2019	87,960.01
						PREMIUM GROUP 101565-0006 AUGUST 2019	11,142.42
170249		KH METALS AND SUPPLY	0483826-IN	029723	001-3200-412.30-01	STEEL ANGLE, ROUND BAR, R	1,139.25
170250		LEAF	9340516	029760	610-5800-434.23-02	LANIER COPIER LEASE ORG INV DATE 3/02/2019	303.35
			9320560	029760	610-5800-434.23-02	LANIER COPIER LEASE MARCH ORIG INV DATE 4/01/2019	303.35
			9429110	029760	610-5800-434.23-02	LANIER COPIER LEASE APRIL ORG INV DATE 5/02/2019	303.35

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170251		LEE'S AUTO BODY	1898	029697	702-3800-480.30-05	REPAIRS #624	2,430.29
170252		LESLIE'S POOL SUPPLIES INC.	01062-01-004528	029585	001-4010-461.36-08	TLR TIOSULF #7 2 OZ	9.81
			01062-01-004593	029585	001-4010-461.36-08	TLR SULFIC ACID #9,OX 40#	327.82
170253		LITHOPASS PRINTING, FORMS,	4562		761-3100-480.23-02	UTILITY MUNICIPAL SLIPS	523.41
170254		MANERI SIGN COMPANY INC.	40005995	029254	100-4900-431.89-54	STREET SIGNS	1,027.95
			40005996	029254	100-4900-431.89-54	STREET SIGNS	519.78
170255		MERCHANTS BUILDING MAINTENANCE, LLC	535068	029761	001-3200-412.33-18	CITY HALL- CUSTODIAL SERV	2,039.53
			535069	029761	001-2200-421.33-18	POLICE DEP- CUSTODIAL SER	2,660.52
			535070	029761	001-3200-412.33-18	CITY YARD - CUSTODIAL SER	477.74
			535071	029761	001-3200-412.33-18	WATER SHOP - CUSTODIAL SE	315.46
			535072	029761	001-3200-412.33-18	FLEET SHOP - CUSTODIAL SE	152.65
			535073	029761	001-3200-412.33-18	CORPORATE YARD - CUSTODIA	421.22
			538313	029761	001-3200-412.33-18	CITY HALL CUSTODIAL SER	2,039.53
			538314	029761	001-2200-421.33-18	POLICE DEP CUSTODIAL SER	2,660.52
			538335	029761	001-3200-412.33-18	CITY YARD CUSTODIAL SER	477.74
			538336	029761	001-3200-412.33-18	WATER SHOP CUSTODIAL SER	315.46
			538337	029761	001-3200-412.33-18	FLEET SHOP CUSTODIAL SER	152.65
			538338	029761	001-3200-412.33-18	CORPORATE YARD CUSTODIAL	421.22
170256		MICHAEL BAKER INTERNATIONAL, INC	1056219	029248	661-6300-471.95-09	BANNING ALTITUDE VALVES	751.09
170257		MILLER, THOMAS	MILEAGE 7/24/19		670-7000-473.25-05	SCPPA DINNER - RAFFI'S PL GLENDALE, CA	81.78
170258		MILSOFT UTILITY SOLUTIONS, INC	20193239		670-7000-473.30-17	WINDMIL SOFTWARE - 5 MNTH #U4535	416.67
170259		MOTION PICTURE LICENSING CORP	50224065	029495	001-4000-461.41-04	2019 LICENSING	295.00
					001-4010-461.41-04	2019 LICENSING	295.00
170260		NAPA AUTO PARTS	097447	029620	702-3800-480.38-52	LOOM-SPLIT POLY SUPPLY	10.72
			097466	029620	702-3800-480.38-52	LOOM-SPLIT POLY #231	21.44
			097804	029620	702-3800-480.38-52	BALL JOINT STUD #230	9.68
170261		NEXTREQUEST	1329	029782	001-1400-412.39-17	RECORDS REQUEST SOFTWARE	6,325.00
170262		O'REILLY AUTO PARTS	2678-203638	029614	702-3800-480.38-52	AMB LED #809	31.01
			2678-203645	029614	702-3800-480.38-52	PARTS #809	16.71
			2678-203685	029614	702-3800-480.38-52	6 IN RED LED #809	31.01
			2678-204849	029614	702-3800-480.38-52	COIL BOOT PLUG #240	61.31
170263		ODYSSEY POWER CORPORATION	94178	029484	702-3800-480.30-06	GENERATOR PM	780.08
			94179	029484	702-3800-480.30-06	GENERATOR REPAIR	616.91
170264		OFFICE DEPOT	346875027001	029666	703-3700-480.36-56	WIRELESS KEBOARD & MOUSE	79.71
170265		OLIN CORPORATION DBA	2690937	028886	660-6300-471.36-08	SODIUM HYPOCHLORITE	2,682.45
			2690937A		660-6300-471.36-08	SODIUM HYPOCHLORITE REMAINDER OF INVOICE	454.75
170266		PARKHOUSE TIRE, INC.	2030178646	029684	702-3800-480.38-52	TIRES, RECYCLE FEE	2,388.49
			2030178647	029684	702-3800-480.38-52	TIRES	1,865.34
			2030178677	029684	702-3800-480.30-05	ROAD SERV GRADER#615	347.21
			2030178726	029684	702-3800-480.23-49	DISPOSAL/ENVIRONMENTAL	67.50
			2030178745	029684	702-3800-480.38-52	TIRES	543.16
170267		PARTS AUTHORITY METRO, LLC	062-658789	029622	702-3800-480.38-52	BLOWER MOTOR E #230	63.90
			062-679483	029622	702-3800-480.38-52	DRIVE BELT SWAMP COOL	24.24
			062-680747	029622	702-3800-480.38-52	KIT BRAKE LINING #834	59.49
			091-028629	029622	702-3800-480.38-52	CREDIT - BATTERY CORE	(23.71)
			091-028796	029622	702-3800-480.38-52	CR-12V PASS BATTERY	(19.40)
			091-028808	029622	702-3800-480.38-52	CR - FILTERS OIL/WATER	(54.53)
			091-028921	029622	702-3800-480.38-52	CREDIT - 12 V PASS BATTRY	(23.71)
			091-159095	029622	702-3800-480.38-52	BRAKE PAD 241	75.63
			091-160320	029622	702-3800-480.38-52	SPARK PLUG #240	92.45
			091-160374	029622	702-3800-480.38-52	FILTERS #803	23.31
			091-160381	029622	702-3800-480.38-52	BATTERY #815	101.66
			091-160385	029622	702-3800-480.38-52	AC EXP VALVE #09	1.35
			091-160447	029622	702-3800-480.38-52	SWITCH #803	83.45
			091-160455	029622	702-3800-480.36-00	3 OZ CLEAR SILICONE	3.81
			091-160557	029622	702-3800-480.36-00	5 GAL GAS CAN	23.37
			091-160784	029622	702-3800-480.38-52	OIL FILTER #201	12.96
			091-160844	029622	702-3800-480.38-52	A/C VALVE CORE #232	15.80

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			091-160917	029622	702-3800-480.38-52	BATTERY #232	123.09
			091-160919	029622	702-3800-480.36-00	DYE LEAK DETECT	32.76
			091-161261	029622	702-3800-480.38-52	CABIN/AIR FILTER #504	17.35
			091-161317	029622	702-3800-480.38-52	SWITCH #018	60.67
			091-161391	029622	702-3800-480.38-52	COOLANT HOSES #803	56.16
			091-161586	029622	702-3800-480.38-52	COIL ASY IGNITION #240	64.23
			091-161730	029622	702-3800-480.38-52	AIR/OIL FILTER #602	8.03
			091-161776	029622	702-3800-480.38-52	AIR FILTER #602	5.80
170268		PAYPRO ADMINISTRATORS	51848		001-1300-412.33-11	JULY 2019 COBRA ADMIN	210.00
170269		PRE-PAID LEGAL SERVICES, INC	JULY 2019		001-0000-204.80-07	PREPAID LEGAL PREMIUMS JULY 2019	234.18
170270		PRUDENTIAL OVERALL SUPPLY	227991224	029184	670-7000-473.25-02	ELEC UNIFORM SERVICE ORG INV DATE 5/14/19	140.16
			23799123		761-3110-480.25-02	FSR UNIFORMS ORG INV DATE 5/14/2019	33.92
			22809607		761-3110-480.25-02	FSR UNIFORMS ORG INV DATE 6/04/2019	33.92
			22820830		761-3110-480.25-02	FSR UNIFORMS ORG INV DATE 6/25/2019	33.92
			22820828	029184	670-7000-473.25-02	ELEC UNIFORM SERVICE	140.16
			22824373	029776	660-6300-471.25-02	UNIFORMS - WATER	57.10
			22824374	029776	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22824375	029705	001-4000-461.23-16	UNIFORM SERVICE	9.26
					610-5800-434.23-16	UNIFORM SERVICE	11.00
					610-5800-434.25-02	UNIFORM SERVICE	58.29
					610-5850-434.25-02	UNIFORM SERVICE	3.89
			22824434	029705	100-4900-431.25-02	STREET UNIFORMS	14.50
			22824442	029705	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22828434	029776	660-6300-471.25-02	UNIFORMS - WATER	51.80
			22828435	029776	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22828436	029705	001-4000-461.23-16	UNIFORM SERVICE	9.26
					610-5800-434.23-16	UNIFORM SERVICE	11.00
					610-5800-434.25-02	UNIFORM SERVICE	58.29
					610-5850-434.25-02	UNIFORM SERVICE	3.89
			22828458	029705	100-4900-431.25-02	STREET UNIFORMS	15.40
			22828459	029783	001-3600-461.25-02	UNIFORMS - PARKS	12.30
			22828461	029705	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22832448	029776	660-6300-471.25-02	UNIFORMS - WATER	51.80
			22832450	029776	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22832454	029705	001-4000-461.23-16	UNIFORM SERVICE	9.26
					610-5800-434.23-16	UNIFORM SERVICE	11.00
					610-5800-434.25-02	UNIFORM SERVICE	58.29
					610-5850-434.25-02	UNIFORM SERVICE	3.89
			22832417	029705	100-4900-431.25-02	STREET UNIFORMS	15.10
			22832421	029783	001-3600-461.25-02	UNIFORMS - PARKS	12.30
			22832422	029705	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22836721	029705	001-4000-461.23-16	UNIFORM SERVICE	9.26
					610-5800-434.23-16	UNIFORM SERVICE	11.00
					610-5800-434.25-02	UNIFORM SERVICE	58.29
					610-5850-434.25-02	UNIFORM SERVICE	3.89
			22836242	029705	100-4900-431.25-02	STREET UNIFORMS	15.10
			22836244	029705	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22839835	029776	660-6300-471.25-02	UNIFORMS - WATER	50.30
			22839836	029776	680-8000-454.25-02	UNIFORMS - WASTEWATER	10.00
			22839837	029705	001-4000-461.23-16	MISCELLANEOUS SERVICES	9.26
					610-5800-434.23-16	MISCELLANEOUS SERVICES	11.00
					610-5800-434.25-02	CLOTHING & APPAREL	58.29
					610-5850-434.25-02	CLOTHING & APPAREL	3.89
			22839857	029705	702-3800-480.23-16	FLEET UNIFORM SERVICE	12.13
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.89
			22839858	029705	100-4900-431.25-02	STREET UNIFORMS	15.10
			22839860	029705	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
170271		RCS INVESTIGATIONS & CONSULTING LLC	4295		001-2200-421.33-11	INVESTIGATION SERVICES FOR R FISHER	3,120.00

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170272		REARDON, MICHAEL & MARSHA	96075-46434'19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
170273		RELIABLE WORKPLACE SOLUTIONS	AR93242	029565	610-5800-434.23-02	LANIER CONTRACT JUNE	134.09
170274		RIV. CO. CLERK RECORDER	535-063-009		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV	16.00
			APN 541-092-016		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV	8.00
170275		RIV. CO. SHERIFF'S DEPT.	BLTC0014954		001-2200-421.23-06	MUNOZ, R- FIREARMS TACTCL (AR-15/M16) 8/27-8/28	258.00
170276		ROMO PLANNING GROUP, INC.	2019-03	028041	001-2800-441.33-41	PLAN SER 03/3-30/19 ORG INV DATE 4/29/2019	16,955.00
			2019-04	028041	001-2800-441.33-41	PLAN SERV 03/31-05/04/19 ORG INV DATE 5/12/2019	13,040.00
			2019-05	028041	001-2800-441.33-41	PLAN SERV 05/05-06/01/19 ORG INV DATE 6/05/2019	7,040.00
			2019-06	028041	001-2800-441.33-41	PLAN SERV 06/2-29/19 ORG INV DATE 7/09/2019	7,920.00
170277		RON'S BEE SERVICE	1552	029601	660-6300-471.23-24	BEES REMOVED - 7 TOTAL	700.00
			1561	029601	660-6300-471.23-24	BEE REMOVAL	100.00
170278		R3 CONSULTING GROUP	9240	029541	690-9600-453.33-11	CONTRACT PROFILING SERVIC	867.50
170279		SAN BERNARDINO COUNTY SHERIFF'S	JUNION 9/16/19		001-2200-421.23-06	FRANCISCO NIETO BASIC TRAFFIC COLLISION	215.00
170280		SAN BERNARDINO PUBLIC EMPLOYEES	JULY 2019		001-0000-204.51-00	SBPEA DUES JULY 2019	1,269.28
170281		SCCI, INC DBA	172271	029787	660-6300-471.33-11	SAFETY MEETING 7-11-19	250.00
170282		SGP DESIGN AND PRINT	11417	029612	702-3800-480.38-52	DECALS #625	26.94
170283		SHACKELFORD, QI	0000090485		001-0000-218.22-22	UB CR REFUND-FINALS 000054102	21.28
170284		SMART & FINAL	020567	029596	001-4010-461.36-22	POLY GLOVES	6.45
			029548	029587	001-4000-461.46-09	FOOD FOR DAYCAMP	124.04
			029525	029596	001-4010-461.36-22	AQUATICS SNACK BAR ITEMS	463.75
170285		SOUTHERN CALIFORNIA EDISON	2019215072JUL19		660-6300-471.26-04	WELL 9 - 7070 PLANT D-5 JUN 13,2019 - JUL 15,2019	12.06
			2196273104JUL19		660-6300-471.26-04	DEL RITA BOOSTER STATION JUN 13,2019 - JUL 15,2019	41.77
170286		SPS VAR, LLC	BANN072219	029745	703-3700-480.30-17	IBM SUPPORT & MAINT	5,050.00
170287		STAPLES BUSINESS ADVANTAGE	3410959015	029681	001-1200-412.36-00	COFFEE/FAN/TAPE/PENS	36.19
					001-1400-412.36-00	COFFEE/FAN/TAPE/PENS	11.24
					001-2060-446.36-00	COFFEE/FAN/TAPE/PENS	118.87
					001-4500-412.36-00	COFFEE/FAN/TAPE/PENS	298.14
170288		STATEWIDE TOWING & RECOVERY, INC	161771	029709	702-3800-480.30-05	TOWING #231	650.00
170289		STEVEN ENTERPRISES INC	0418547 IN	029765	001-4000-442.36-00	PLOTTER PAPER	232.65
170290		SUN LIFE FINANCIAL	AUGUST 2019		001-0000-204.14-00	LTD-STD INSURANCE PREMIUM AUGUST 2019	6,706.99
					001-0000-204.30-00	LIFE INSURANCE PREMIUMS AUGUST 2019	3,941.46
					001-0000-204.32-00	DENTAL INSURANCE PREMIUMS AUGUST 2019	9,249.72
170291		TELEPACIFIC COMMUNICATIONS	119883644-0		001-2200-421.26-05	PD PHONE SERVICE JUL 16,2109 - AUG 15,2019	664.06
					001-4500-412.26-05	CENTRAL SERVICES PHONE JUL 16,2109 - AUG 15,2019	2,447.77
170292		TIME WARNER CABLE	CITY HALL 8/19		001-2060-446.26-09	99 E RAMSEY ST -CITY HALL JUL 25,2019 - AUG 24,2019	115.19
			COMM CTR 7/2019		001-2060-446.26-09	789 N SAN GORGONIO AVE JUL 1, 2019 - JUL 31,2019	20.74
			SR CTR 7/2019		001-2060-446.26-09	769 N SAN GORGONIO AVE JUL 1, 2019 - JUL 31,2019	20.74
170293		ULINE	100048188		001-2200-421.36-02	PROPERTY & EVIDENCE SUPPL	523.88
170294		UNITED ROTARY BRUSH CORPORATION	409007		100-4900-431.38-57	STREET SWEEPER SUPPLIES ORG INV DATE 4/30/2019	128.52
			409410		100-4900-431.38-57	STREET SWEEPER SUPPLIES ORG INV DATE 5/21/2019	128.52
			409434		100-4900-431.38-57	STREET SWEEPER SUPPLIES ORG INV DATE 5/29/2019	128.52
			409753		100-4900-431.38-57	STREET SWEEPER SUPPLIES	128.52
170295		US GEOLOGICAL SURVEY,	90745415	029552	660-6300-471.90-79	FLUME RESTORATION PROJECT	76,848.00
170296		VAUGHN, CARLA	0000090718		001-0000-218.22-22	UB CR REFUND 000017374	110.07
170297		VISION SECURITY SYSTEMS	16481	029658	148-2200-421.90-48	REPLACE FABRIC SCREENS	4,401.29
			16505	029791	001-1200-412.30-02	CONF. ROOM ELECTRONICS	3,020.56
170298		WEBSTER, LON	JAN 19 - JUN 19		670-7000-356.38-01	MEDICAL LIFELINE REBATE JAN 2019 - JUN 2019	14.71
					675-7020-356.38-15	PUBLIC BENEFIT CHARGE REBATE JAN 2019- JUN 2019	0.42
					675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019- JUN 2019	149.54
170299		WEST COAST SAND & GRAVEL, INC.	136027	029516	660-6300-471.45-17	RECYCLED CLASS 2 BASE	400.37
170300		WHENEVER COMMUNICATIONS, LLC	9408-182879	029373	703-3700-480.30-19	SATELLITE PHONES	278.85
170301		WHITE, CRYSTAL	17135574		001-4000-331.25-02	PICNIC SHELTER REFUND NO ELECTRICITY AVAIL	25.00
170302		ALL STAR ELITE SPORTS	1910	029679	001-4010-461.25-02	LIFEGUARD TSHIRTS	113.90
170303		ARROW STAFFING SERVICE	109175		761-3100-480.33-11	SANTANA, GRACE W//E 7/27 UTILITY BILLING	899.64
170304		ARROYO BACKGROUND INVESTIGATIONS	2018	029619	001-1300-412.33-11	PO SUSP BKGRND FEES	330.00
170305		ATWORK FRANCHISE, INC	083922		761-3100-480.33-11	STEINER, CHANDRA W/E 7/14 UTILITY BILLING	885.60
			085482		761-3100-480.33-11	STEINER, CHANDRA W/E 7/28 UTILITY BILLING	711.27
			086034		761-3100-480.33-11	STEINER, CHANDRA W/E8/04 UTILITY BILLING	1,032.03

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170305		ATWORK FRANCHISE, INC	086035		702-3800-480.23-27	PERKINS, ERICA W/E 8/04 FLEET DATA ENTRY	495.87
170306		BAKER & HOSTETLER LLP	5065015G		700-5300-480.33-04	JUN 2019 LEGAL SERVICES RANSOMWARE INCIDENT	1,236.00
170307		BANNING CHAMBER MAP	069 5399		675-7020-473.23-01	BANNING CHAMBER OF COMM MAP OF THE PASS	1,395.00
170308		BANNING CHAMBER OF COMMERCE	1685		001-1000-411.23-05	ANDRADE, DANIELA 7/31/19 JULY BREAKFAST	15.00
						WALLACE, COLLEEN 7/31/19 JULY BREAKFAST	15.00
						WELCH, ART 7/31/19 JULY BREAKFAST	15.00
					001-2800-441.23-05	RUSH, ADAM 7/31/19 JULY BREAKFAST	15.00
170309		BEAUMONT DO IT BEST HOME CENTER	475029	029781	702-3800-480.38-52	CAPSCREWS	9.27
			475036	029588	001-3600-461.30-02	9" PRO ROLLER FRAME	12.48
			475059	029588	001-3600-461.30-02	PAINT, ROLLER. COVER	185.06
			475934	029781	702-3800-480.36-00	HOSE, FILLER PLAT SEAL	102.05
			475948	029597	001-3600-461.36-00	MARKING PAINT & KE	11.39
			475953	029781	702-3800-480.36-00	HOSE Y SHUT-OFF VALVE	11.84
			475980	029781	702-3800-480.36-00	CONNECTOR, LIGHTED CORD	37.15
			476216	029805	610-5800-434.36-00	BRASS KEY TAG & CABINET	152.98
170310		BEAUMONT SAFE & LOCK	21571	029736	001-3200-412.30-02	DUPLICATE KEYS	6.47
			21722	029719	001-4000-461.36-00	DUPLICATE KEYS	5.93
170311		BEAUMONT, CITY OF	2019-02		001-2200-421.33-11	PD COVERAGE ON 6/13/19 CITYWIDE	658.42
170312		BIG TEX TRAILERS	40830717a	029714	702-3800-480.30-06	TRAILER, MISC	2,572.13
			40830777	029714	702-3800-480.38-52	CONSPIC STRIP	7.54
170313		BPS TACTICAL, INC	109231459	029756	148-2200-421.36-04	TACTICAL VEST FOR JIMENEZ	522.59
			109020617	029756	148-2200-421.36-04	MODIFICATIONS FOR THESIER	89.43
170314		C.C.U.G.	CCUG 9/10/19		001-2200-421.23-06	YOUNGBLOOD, CHELSE-REG 9/10/19 - 9/13/19 SACRMNT	450.00
170315		CA. ST. DEPT OF TRANSPORTATION	SL191028		100-4900-431.26-02	SIGNALS & LIGHTING APRIL 2019 - JUNE 2019	2,727.62
170316		CALDERON, SANDRA B	REIMB 8/08/19		001-2800-441.36-00	REIMBURSEMENT SNACKS & WATER FOR CANNABIS MTG	35.06
170317		CALIFORNIA, STATE OF	296987		001-1300-412.33-11	JULY 2019 LIVE SCANS CUST # 149194	49.00
170318		CANON FINANCIAL SERVICES, INC	20184202		001-4000-461.32-06	SHARP MX5141 COMMUNITY CENTER	77.59
					001-4500-412.32-06	SALES TAX	85.19
						SHARP MX5141 FINANCE DEPT	70.04
						SHARP MX904 MAILROOM	234.38
						SHARP X5141 BUILDING & SAFETY	140.09
					148-2215-421.32-06	SAMSUNG M4580 POLICE DEPT	95.36
					610-5800-434.32-06	SHARP MX5141 COMMUNITY CENTER	77.59
					660-6300-471.32-06	SHARP MX5141 WATER DEPT	140.09
					670-7000-473.32-06	SAMSUNG M4580 ELECTRIC DEPT	26.94
						SHARP MX5141 ELECTRIC DEPT	140.09
					761-3100-480.32-06	SAMSUNG 4580 UTILITY BILLING	26.94
						SHARP MX5141 FINANCE DEPT	70.05
170319		CDW GOVERNMENT, INC	HCC1747	029618	761-3100-480.89-48	CANON SCANNER	430.95
170320		CHAVEZ, ANNA	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019- JUL 2019	122.98
170321		CLYMENS, RONNA	JAN 19 - JUN 19		675-7070-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019- JUN 2019	75.01
170322		COLONIAL INSURANCE	4229634-0801232		001-0000-204.80-00	TERM LIFE PREMIUMS JULY 2019	2,755.49
					001-0000-204.80-02	CANCER PREMIUMS JULY 2019	1,748.11
					001-0000-204.80-03	UNIVERSAL LIFE PREMIUM JULY 2019	3,655.20
					001-0000-204.80-09	ACCIDENT PREMIUMS JULY 2019	3,237.19
					001-0000-204.80-11	SUPPLEMENTAL DISABILITY JULY 2019	6,556.54
					001-0000-204.80-12	CRITICAL ILLNESS PREMIUMS JULY 2019	1,501.10
					001-0000-204.80-16	HOSPITAL CONFINEMENT PREM JULY 2019	1,542.27
170323		COUNSELING TEAM INTERNATIONAL, THE	72947		001-1300-412.33-32	PD APPLICANT PSYCH ASSESS	275.00
170324		CREATIVE BUS SALES INC	1437686		702-3800-480.38-52	FILTER EVAP/FREON/EZ CLIP HOSE #241	0.00
170325		CUELLAR-SMITH, JENNIFER	REIMB 8/1/19		001-1900-412.23-05	REIMB-TRAVEL AND PRKG ADMIN SVCS DIR APPLICANT	240.63
170326		DIAMOND HILLS CHEVROLET BUICK GMC	656027	029698	702-3800-480.38-52	PAD KIT, ROTOR #316	372.86
170327		ENTERPRISE FM TRUST	FBN4750183		100-4900-431.32-06	STREET DEPT LEASE PYMNT JULY 1-JULY 31, 2019 FORD	739.49
			FBN4750374		660-6300-471.32-06	WATER LEASE PAYMENT JULY 1-JULY 31, 2019	1,574.20
170328		FAST LUBE & TUNE	55920	029615	702-3800-480.30-05	USED STEERING COLUMN #833	717.56
			55998	029615	702-3800-480.30-05	BRAKE BOOSTER VACUUM HOSE	88.14
170329		FIRST AMERICAN TITLE COMPANY	446-4429970		670-7000-473.33-11	4133 W WILSON ST NORDQUIST	750.00
170330		FOX OCCUPATIONAL MEDICAL CENTER	109005		001-1300-412.33-32	JULY 2019 PRE-EMPLOYMENT EXAMS & DRUG SCREENING	950.00

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170330		FOX OCCUPATIONAL MEDICAL CENTER	109005		700-5020-480.41-14	POLICE OFFICER HEP B VACC	60.00
170331		FRONTIER COMMUNICATIONS	2138181718611JL19		703-3700-480.30-17	213-181-7186 JUL 19,2019 - AUG 18,2019	463.88
170332		GAS COMPANY, THE	1139245900?JL19		600-5100-435.26-06	408 S HATHAWAY ST-AIRPORT JUN 21,2019 - JUL 23,2019	15.93
170333		HALLOCK, DENNIS	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019- JUL 2019	66.70
170334		HAPPE, DAVID	TRVL 6/19-6/20		001-1000-411.23-05	LEAGUE OF CA CITIES FORUM NEWPORT BEACH 6/19-6/20	579.38
170335		HARDER, TERRY	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019- JUL 2019	80.16
170336		HOLLOWAY, TRYNETTA	REFUND 17284?80		001-4000-351.35-69	REFUND- JAMES HUFF FLAG	30.00
170337		HOME DEPOT #8987	0012194	029632	001-3200-412.30-02	BIT HOLDER & ANT KILLER	16.07
			0014876	029093	001-3200-412.30-02	NOZZEL, DUSTING, NOISEMUF	78.53
			0024537	029632	001-3200-412.30-02	VAC FILTER	26.91
			1012412	029632	001-3200-412.30-02	18V BATTERY & HEX WASHER	107.33
			1470341	029632	001-3200-412.30-02	PAINT & PAINTING SUPPLIES	286.66
			3010835	029632	001-3200-412.30-01	EXTENTION POLES	85.06
			4010667	029632	001-3200-412.30-02	CITY HALL- RAT KILL GLUE	42.78
			4011277	029093	100-4900-431.36-00	MUSHROOM BUBBLER & PVC CU	83.48
			4011812	029093	001-3200-412.30-02	THRESHOLD & DRILLBITS	57.37
			5011926	029632	001-3200-412.30-01	FLAT WASHER & HOSEBIBB	26.43
			7012719	029632	001-3200-412.30-02	CONTRACTOR HOSE & CHOP SA	293.13
170338		HR GREEN PACIFIC, INC	127990	028919	001-3000-442.33-53	ENVIRONMENTAL ENGINEERING	873.50
170339		IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190816		001-0000-204.80-10	PAYROLL SUMMARY	2,231.49
170340		ICMA RETIREMENT TRUST 457	20190816		001-0000-204.16-00	PAYROLL SUMMARY	1,745.87
170341		INNOVATIVE EMERGENCY EQUIPMENT	27022	029678	702-3800-480.30-05	LABOR #18	32.50
			27023	029678	702-3800-480.30-05	LABOR #04	32.50
170342		JIMENEZ, LINDA	MEALS 8/19-8/23		001-2200-421.23-06	MEAL TO ATTEND TFO SCHOOL 8/19/19-8/23/19	163.00
170343		KV'S FLOORING	1212	029790	001-3200-412.30-02	CARPET TILES	1,341.52
170344		LEAGUE OF CALIFORNIA CITIES	103912		100-4900-431.23-03	2019 LOCAL STREETS & ROAD NEEDS ASSESSMENT	500.00
170345		LEROUGE, JERRY D	72719		001-3600-461.23-06	CPR/AED/FIRST AID COURSE 2 YEAR CERTIFICATION	162.50
					001-4000-461.23-06	CPR/AED/FIRST AID COURSE 2 YEAR CERTIFICATION	552.50
170346		LESLIE'S POOL SUPPLIES INC.	01062-02 002509	029585	001-4010-461.36-08	POOL CHEMICALS	50.30
170347		LOADER, MICHAEL	REIMB 7/29/19		001-2200-421.36-00	32 GB USB FLASH DRIVE CASE 19-1517	18.95
170348		LOZANO SMITH LLP	2089049		700-5040-480.33-11	JULY 2019 LEGAL SERVICES	560.50
170349		MONTROSE ENVIROMENTAL GROUP, INC	INV1168417	029266	680-8000-454.90-78	PROJECT 2018-03WW	13,685.00
170350		MORRIS, CARL	EYEWEAR 8/2019		670-7000-473.25-10	EYEWEAR REIMBURSEMENT UTILITY UNIT MOU	250.00
170351		NAPA AUTO PARTS	097515	029620	702-3800-480.36-00	VAC PUMP A/C MACHINE	14.00
			099390	029620	702-3800-480.38-52	THROTTLE BODY GASKET	6.44
			099566	029620	702-3800-480.38-52	ABS SENSOR, ELEC CONNECT	37.69
170352		NATIONWIDE RETIREMENT SOLUTIONS	20190816		001-0000-204.16-00	PAYROLL SUMMARY	6,341.66
170353		O'REILLY AUTO PARTS	2678-206301	029614	702-3800-480.36-00	16OZ DETAILER, 3PK PAPER	11.83
170354		ONE SOURCE DISTRIBUTORS	S$961986.003		670-0000-131.00-00	STEEL PINS PO NUM 029179	2,586.00
			S$160421.003		670-0000-131.00-00	TREATED CROSSARMS PO NUM 029179	9,131.81
170355		PARKHOUSE TIRE, INC.	2030179054	029684	702-3800-480.38-52	TIRES	506.96
			2030179146	029684	702-3800-480.38-52	TIRES	839.77
			2030179233	029684	702-3800-480.38-52	VALVE STEM	78.12
			2030179264	029684	702-3800-480.23-49	DISPOSAL/ENVIRONMENTAL	36.00
			2030179281	029684	702-3800-480.38-52	TIRES	249.08
170356		PARS	20190816		001-0000-204.25-00	PAYROLL SUMMARY	1,791.82
170357		PARTS AUTHORITY METRO, LLC	062-708422	029622	702-3800-480.38-52	OIL FILTER #301	25.92
			062-711876	029622	702-3800-480.38-52	ROTOR ASY-BRAKE	224.80
			062-721923	029622	702-3800-480.38-52	AIR FILTER #204	11.41
			091-161847	029622	702-3800-480.38-52	12V JPASS CAR BATTERY	139.99
			091-162598	029622	702-3800-480.38-52	AIR FILTER #301	16.03
			091-162599	029622	702-3800-480.38-52	AIR FILTER #310	5.75
			091-162623	029622	702-3800-480.38-52	TRANS FILTER #301	13.66
			091-162625	029622	702-3800-480.38-52	HITCH	11.87
			091-162627	029622	702-3800-480.30-02	5 GAL DEGREASER	42.65
			091-162686	029622	702-3800-480.38-52	BRAKE ROTOR	117.66
			091-162693	029622	702-3800-480.38-52	BRAKE PAD #241	75.63
			091-162731	029622	702-3800-480.38-52	AIR FILTER #303	12.90

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170357		PARTS AUTHORITY METRO, LLC	091-164124	029622	702-3800-480.38-52	TRANS FLUID #204	19.91
			091-164126	029622	702-3800-480.38-52	OIL FILTER #204	4.15
			091-164173	029622	702-3800-480.38-52	AIR, OIL FILTER	17.15
			091-164195	029622	702-3800-480.38-52	12 VOLT BATTERY #409	122.09
			091-163215	029622	702-3800-480.38-52	12 VOLT BATTERY #409	99.12
			091-163399	029622	702-3800-480.30-02	SPRAY FOR A/C SYS CAB FIL	7.67
170358		PRUDENTIAL OVERALL SUPPLY	22795221		702-3800-480.23-16	FLEET UNIFORMS ORG INV DATE 5/07/2019	10.36
					702-3800-480.25-02	FLEET UNIFORMS ORG INV DATE 5/07/2019	17.90
			22799121	029184	001-3600-461.25-02	UNIFORMS	12.30
			22806767	029184	001-3600-461.25-02	UNIFORMS	12.30
			22809608		702-3800-480.23-16	FLEET UNIFORMS ORG INV DATE 6/04/2019	12.12
					702-3800-480.25-02	FLEET UNIFORMS ORG INV DATE 6/04/2019	17.90
			22817406		001-3600-461.25-02	PARKS UNIFORMS ORG INV DATE 6/18/2019	12.30
			22820748		001-4000-461.23-16	SR CTR & COMM CTR MATS ORG INV DATE 6/25/2019	9.75
					610-5800-434.25-02	BUS TOWELS ORG INV DATE 6/25/2019	11.00
						TRANSIT UNIFORMS ORG INV DATE 6/25/2019	101.80
					610-5850-434.25-02	DIAL A RIDE UNIFORMS ORG INV DATE 6/25/2019	3.89
			22820808		702-3800-480.23-16	FLEET MATS & TOWELS ORG INV DATE 6/25/2019	12.12
					702-3800-480.25-02	FLEET UNIFORMS ORG INV DATE 6/25/2019	17.90
			22820813	029184	001-3600-461.25-02	UNIFORMS	12.30
			22843445	029705	001-4000-461.23-16	TRANSIT UNIFORM SERVICE	9.26
					610-5800-434.23-16	TRANSIT UNIFORM SERVICE	11.00
					610-5800-434.25-02	TRANSIT UNIFORM SERVICE	58.29
					610-5850-434.25-02	TRANSIT UNIFORM SERVICE	3.89
			22843465	029705	702-3800-480.23-16	FLEET UNIFORM SERVICE	12.13
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.89
			22843460	029705	100-4900-431.25-02	STREET UNIFORMS	15.10
			22843468	029705	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	6.03
			22843470	029755	670-7000-473.25-02	ELECT UNIFORM SERV	140.16
170359		PUBLIC AGENCY RETIREMENT SERVICES	48581		001-1900-412.33-11	PARS PLAN ID # ARS05A SVC PERIOD 20190630	300.00
170360		RAPID DATA INC.	10749		111-4900-432.23-33	ASSESSMENT YEAR 2018-2019 COMPUTER SVC FUND 68-2058	867.00
170361		RICHARDS WATSON GERSHON	222448		700-5300-480.33-04	LEGAL SERVICES THRU MAY 31,2019	6,479.39
			222449		700-5300-480.33-04	LEGAL SERVICES THRU MAY 31,2019	1,248.00
			222450		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	3,897.18
			222451		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	4,088.32
			222452		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	7,712.88
			222453		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	697.50
			222454		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	5,100.00
			222455		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	54.00
			222456		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	1,500.00
			222457		002-0000-222.34-01	MAY 2019 LEGAL SERVICES	2,915.00
					002-2800-361.41-02	MAY 2019 LEGAL SERVICES	(2,915.00)
					002-2800-441.33-04	MAY 2019 LEGAL SERVICES	2,915.00
			222458		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	907.50
			222459		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	3,479.06
			222460		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	190.00
			222461		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	137.50
			222462		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	13,692.75
			222463		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	1,044.00
			222464		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	291.17
			222465		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	8,190.44
			222466		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	236.00
			222467		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	1,327.50
			222468		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	4,087.26
			222469		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	2,655.50
			222470		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	1,572.50
			222471		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	440.00
			222472		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	6,240.00

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170361		RICHARDS WATSON GERSHON	222473		700-5300-480.33-04	MAY 2019 LEGAL SERVICES	1,829.00
170362		RICHARDS WATSON GERSHON	222858		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	5,369.87
			222859		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	3,868.35
			222860		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	1,485.00
			222861		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	4,239.68
			222862		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	2,808.00
			222863		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	4,616.52
			222864		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	7,676.59
			222865		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	4,860.00
			222866		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	1,078.61
			222867		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	237.50
			222868		002-0000-222.34-01	JUNE 2019 LEGAL SERVICES	3,190.00
					002-2800-361.41-02	JUNE 2019 LEGAL SERVICES	(3,190.00)
					002-2800-441.33-04	JUNE 2019 LEGAL SERVICES	3,190.00
			222869		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	1,760.00
			222870		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	621.10
			222871		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	2,596.91
			222872		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	27.50
			222873		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	121.03
			222874		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	1,962.00
			222875		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	562.08
			222876		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	198.71
			222877		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	1,799.50
			222878		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	525.50
			222879		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	955.84
			222880		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	3,547.50
			222881		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	3,864.50
			222882		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	4,196.10
			222883		700-5300-480.33-04	JUNE 2019 LEGAL SERVICES	5,396.46
170363		RIV. CO. CLERK RECORDER	APN 534-212-014		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV VACANT LOT	8.00
170364		RIV. CO. CLERK RECORDER	APN 538-141-011		001-2740-442.23-07	RELEASE PEND/LIEN BY GOV 1765 W WILLIAMS ST	8.00
170365		RIV. CO. DEPT OF ENVIRONMENTAL	6455-6/2019		100-4900-431.23-24	FAIR OAKS & HATHAWAY MOSQUITO CONTROL 5/22/19	46.50
						HILLSIDE DR & MOUNTAIN MOSQUITO CONTROL 5/22/19	46.50
170366		RIV. CO. FIRE DEPARTMENT	218363		001-0000-219.00-00	QTR 4-FIRE PROTECTION SVC APR 1,2019 - JUN 30,2019	680,908.83
170367		RIV. CO. SHERIFF'S DEPT.	BE1C0014437		001-2200-421.23-06	TUITION - RENE MUNOZ TRAFFIC COLLISION INV	208.00
170368		SANTA ANA WATERSHED PROJ AUTHORITY	9400		660-6300-471.41-04	FY 2019-20 BASIN MONITOR PROGRAM TASK FORCE CONT	16,796.00
170369		SARGEANT, SUSAN	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019- JUL 2019	169.16
170370		SIEMENS INDUSTRY, INC	5620024312	028207	100-4900-431.30-09	MONTHLY TRAFFIC SIGNAL RE	513.22
170371		SITEONE LANDSCAPE SUPPLY	92579431-001	029049	001-3600-461.36-57	HERBICIDE, ELBOW MARLEX	441.87
			93614382-001	029766	100-4900-431.36-00	IRRIGATION SUPPLY	1,771.29
170372		SOFTWARE ONE, INC	US PSI-821684	029281	703-3700-480.89-49	SIMPLE BACK UP	525.00
170373		SOUTH COAST AIR QUALITY	3498604		001-3200-412.41-04	BOILER/HOT WATER HEATER FAC ID#184335 VARIOUS LOC	217.32
170374		SOUTHERN CALIFORNIA GAS CO	092423104811JL19		702-3800-480.36-61	FLEET CNG FUEL - NATURAL JUL 1,2019 - AUG 1,2019	3,621.55
170375		STAGECOACH DAYS ASSOCIATION	2019 SPONSOR		001-5400-446.41-36	2019 SPONSORSHIP STAGECOACH DAYS	10,000.00
			2710		001-5400-446.41-36	BLEECHERS AND GRANDSTAND STAGECOACH DAYS	16,776.00
170376		STAPLES BUSINESS ADVANTAGE	3419819050	029681	001-4000-461.36-00	OFFICE SUPPLIES	304.89
			3419962961	029681	001-4000-461.36-00	OFFICE SUPPLIES	47.30
			3419990014	029681	001-1900-412.36-00	ASD OFFICE SUPPLIES	46.11
			3419666874	029681	670-7000-473.36-00	STORAGE BOXES	8.80
			3419927675	029681	670-7000-473.36-00	INKJET CART/PROJ PLNR	642.66
			3420017400	029681	001-4000-461.36-00	OFFICE SUPPLIES	56.14
			3420017403	029681	001-1900-412.36-00	ASD OFFICE SUPPLIES	71.09
			3420149551	029681	660-6300-471.36-00	CUPS/COFFEE/JOURNAL	147.17
					670-7000-473.36-00	CUPS/COFFEE/JOURNAL	102.97
170377		STATEWIDE TOWING & RECOVERY, INC	152046	029709	702-3800-480.30-05	TOWING DRY RUN	385.00
170378		THE SOCO GROUP, INC.	0697711-IN		702-3800-480.36-14	VAL UNITRAC FLUID/VAL HYD DRUM DEPOSIT	1,079.64
170379		TIME WARNER CABLE	CORP YARD 8/19		670-7000-473.26-07	176 W LINCOLN ST-ETHERNET JUL 25,2019 - AUG 24,2019	823.84
170380		TRI COUNTY PUMP COMPANY	16665	029509	660-6300-471.45-06	WELL M12 MOTOR REPAIR	19,375.35

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170381		UTILITY TREE SERVICE	69171719	028387	670-7000-473.23-17	TREE TRIM W/E 7/27/19	4,488.00
170382		VELA, ARTURO	REIMB 7/10/19		610-5800-434.36-07	LUNCHEON MEETING 7/10/19 BEAUMONT TRANSIT	46.71
170383		VERIZON WIRELESS	9834791493		670-7000-473.26-05	ACCT # 972157141-00001 JUN 24,2019 - JUL 23,2019	14.04
			9834903658		670-7000-473.26-05	ACCT # 271004536-00001 JUN 27,2019 - JUL 26,2019	28.39
			9834912063		670-7000-473.26-05	ACCT # 371004536-00001 JUN 27,2019 - JUL 26,2019	31.39
			9834946106		670-7000-473.26-05	ACCT # 771004535-00001 JUN 27,2019 - JUL 26,2019	558.77
			9834965437		670-7000-473.26-05	ACCT # 871004535-00001 JUN 27,2019 - JUL 26,2019	19.98
170384		WALLACE, COLLEEN	MILEAGE 7/31/19		001-1000-411.23-05	COMMUNITY ACTION PARTNRSH JULY 31,2019 MEETING	34.34
170385		WESCO DISTRIBUTION, INC	644853		670-0000-131.00-00	SERVICE GRIP/DIST.GRIP PO NUM 029652	708.46
			662838		670-0000-131.00-00	HOT LINE CLAMPS PO NUM 029652	1,939.50
170386		AMAZON CAPITAL SERVICES	1V4W-YDV1-Y97X		001-0000-201.10-00	SALES TAX	(37.03)
				029654	001-2200-421.36-00	PD SUPPLIES	514.82
170387		ARANDA, ANTOINETE	000096471		001-0000-218.22-22	UB CR REFUND-FINALS 000015846	56.58
170388		ARROW STAFFING SERVICE	108242		001-1900-412.23-27	CARROLL, GARY W/E 8/03 FINANCE	1,222.00
			108243		761-4100-480.33-11	SANTANA, GRACE W/E 8/03	999.60
			108312		001-1900-412.23-27	CARROLL, GARY W/E 8/10 FINANCE	1,222.00
170389		ATWORK FRANCHISE, INC	086976		761-4100-480.33-11	STEINER, CHANDRA W/E 8/11 UTILITY BILLING	1,157.55
170390		BEAUMONT CHAMBER OF COMMERCE	8989		001-1200-412.23-05	SCHULZE, DOUG BEAUMONT STATE OF CITY	45.00
					001-2800-441.23-05	RUSH, ADAM BEAUMONT STATE OF CITY	45.00
			8991		001-1000-411.23-05	ANDRADE, DANIELA BEAUMONT STATE OF CITY	45.00
					001-1200-412.23-05	SAMPSON, LAURIE BEAUMONT STATE OF CITY	45.00
					001-1210-412.23-05	SHOVE, TED BEAUMONT STATE OF CITY	45.00
					001-1900-412.23-05	COOK, SUZANNE BEAUMONT STATE OF CITY	45.00
					001-2200-421.23-05	CHIEF HAMNER BEAUMONT STATE OF CITY	45.00
170391		BEAUMONT DO IT BEST HOME CENTER	474973	029628	100-4900-431.36-00	CREDIT- WATER TIMER	(26.92)
			475459	029781	702-3800-480.38-52	MAGNETIC BSE BIKE RACK	17.20
			475715	029628	001-3200-412.30-02	OUTLET WALL PLATES	37.44
			475955	029781	702-3800-480.36-00	CREDIT - RUBBER HOSE	(13.55)
			476097	029628	001-3200-412.30-02	26W 4PIN CFL	38.76
			476113	029588	001-4000-461.36-00	ANT KILLER/GLUE TRAP	43.04
			476253	029781	702-3800-480.38-52	BRASS FITTING/HYDRA 863	9.68
			476360	029600	660-6300-471.30-02	NUTS AND BOLTS	14.83
			476515	029781	610-5800-434.36-00	KEYS FOR TRANSIT	5.79
			476551	029781	610-5800-434.36-00	TRANSIT BOX KEYS	28.93
170392		BEAUMONT POWER EQUIPMENT	1041	029702	702-3800-480.30-06	AIR/FUEL FILTER/CARB ASSY	114.33
			1347	029702	702-3800-480.38-52	BOWL GASKET FOR B&S ENGIN	9.16
170393		BEAUMONT SAFE & LOCK	71364	029811	702-3800-480.38-52	2 DUP KEYS FOR #337	3.23
			71496	029719	001-4000-461.36-00	DUP.KEYS, BARREL MEDERO	127.15
			71742	029719	001-4010-461.30-02	DOOR CLOSER	646.92
			71867	029719	001-4000-461.36-00	ORG KEYS/PANIC BAR	369.00
170394		BENHAR, DIANA T	JULY 2019		001-4000-461.23-15	WATER EXERCISE INSTRUCTOR JULY 2019	375.20
						ZUMBA/ZUMBA GOLD JULY 2019	409.50
170395		BENNETT, MICHAEL	17-474/19-1726		001-2200-421.41.20	CASES 17-474 / 19-1726 CONFIDENTIAL INFORMANT	4,000.00
170396		BPS TACTICAL, INC	19023005	029756	148-2200-421.36-04	TACTICAL VEST FOR S.AVILA	501.04
170397		BRACAMONTES VARGAS, ALONDRA	000099059		001-0000-218.22-22	UB CR REFUND-FINALS 000015700	111.45
170398		CALOLYMPIC GLOVE & SAFETY CO, INC	130124	029603	660-6300-471.45-16	GLOVES, EAR PLUGS	286.27
170399		CAVANAUGH & ASSOCIATES, P.A.	WI-19.040-1	029435	660-6300-471.33-11	2018 AWWA WATER AUDIT	2,500.00
170400		CDN PREMIER REALTY DBA SUNDANC	000085629		001-0000-218.22-22	UB CR REFUND-FINALS 000015476	30.11
170401		CDW GOVERNMENT, INC	TG38144	029175	001-2800-441.36-00	UAG PLASMA CASE W HANDSTR	112.83
			TJW7754	029618	670-7000-473.89-48	PRINTER/COMPUTER/SCANNER	2,447.19
170402		CHIU, LAWRENCE	ASD REIMBRSMNT		001-1900-412.23-05	TRAVEL & FUEL REIMBURSMNT ADMIN SVCS DIR APPLICANT	265.17
170403		CORE AND MAIN, LP	R815257		660-0000-131.00-00	BREAKOFF CHECK 6-HOLE PO NUM 029094	9,685.47
			R909596	029801	660-6300-471.45-19	18" BUTTERFLY VALVE	3,570.14
			R929206		660-0000-131.00-00	MANHOLE RISER,SADDLE PO NUM 029641	290.60
			R931197		660-0000-131.00-00	FLG RING GASKET PO NUM 029641	59.27
170404		COUNSELING TEAM INTERNATIONAL, THE	73025		700-5040-480.23-07	JULY 2019 EMPLOYEE SUPPRT	700.00
170405		COX, AMBER	MEALS 8/19-8/23		001-2740-442.23-06	CODE ENFORCEMENT ACADEMY BASIC CERTIFICATE	225.00
170406		CREATIVE BUS SALES INC	1347046		702-3800-480.38-52	FILTER EVAP/FREON/EZ CLIP HOSE #241	616.06

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170407		CYBERTIME NETWORK COMMUNICATIONS	1533-1907	029825	703-3700-480.30-19	INTERNET FEED CH	2,097.00
			1534-1907	029825	660-6300-471.26-07	MICROWAVE BACKBONE	5,700.00
170408		DIAMOND HILLS CHEVROLET BUICK GMC	44039	029698	702-3800-480.30-05	#208 CAR ALIGNMENT	69.95
170409		DOBBINS, DEANN LOUISE	JULY 2019		001-4000-461.23-15	SPECIAL NEEDS CLASSES JULY 2019	28.00
170410		ELLERBROEK, RICHARD M	000058.97		001-0000-218.22-22	UB CR REFUND 000010818	36.42
170411		FAST LUBE & TUNE	56009	029615	702-3800-480.30-05	PARTS #310	708.66
170412		FLEET SERVICES INC	05P32619	029677	702-3800-480.38-52	PILOT LITE #812	12.03
			05P32743	029677	702-3800-480.38-52	FILTER #863	53.34
170413		FONTES &, RICHARD	000097759		001-0000-218.22-22	UB CR REFUND-FINALS 000012624	36.59
170414		FRONTIER COMMUNICATIONS	951849712 4AUG19		001-4500-412.26-05	951-849-7124 AUG 10,2019 - SEP 9,2019	90.97
			951849920 5AUG19		001-4500-412.26-05	951-849-9205 AUG 13,2019 - SEP 12,2019	88.29
			951922026 2AUG19		001-4500-412.26-05	951-922-0262 AUG 4,2019 - SEP 3,2019	90.97
170415		GIBBS, NORMAN D & BETTY	000023335		001-0000-218.22-22	UB CR REFUND-FINALS 000017282	52.50
170416		GRAINGER	9240063304	029646	670-7000-473.45-16	2 CYCLE ENGINE OIL	161.37
170417		HALE HARRIS & ASSOC.	000009349		001-0000-218.22-22	UB CR REFUND-FINALS 000020096	106.32
170418		HERNANDEZ, CARLA	JULY 2019		001-4000-461.23-15	KARATE INSTRUCTOR JULY 2019	56.00
170419		HOME DEPOT #8987	0013023	029632	001-3200-412.30-01	PAINT	365.49
			1270393	029632	001-3200-412.30-02	TOOL CABINET	590.47
			2020283	029632	001-3200-412.30-01	HEX WASHER	14.80
			3034230	029632	001-3200-412.30-02	DOOR PULL	9.07
			4360172	029605	660-6300-471.45-08	WEEDEATER STRING	48.39
			5013526	029632	001-3200-412.30-02	ENTRY DOOR KNOB & FILTERS	61.33
			6370472	029632	001-3200-412.30-01	PAINTING SUPPLIES	176.53
			8094213	029093	001-3200-412.36-00	PD- LOCKS & KEY TABS ORG INV DATE: 6/24/2019	37.52
			9012299	029632	001-3200-412.30-01	MULTI APP COVER	22.21
170420		HUERTA JR., GILBERT	JULY 2019		001-4000-461.23-15	KUNG FU INSTRUCTOR JULY 2019	70.00
170421		INLAND WATER WORKS SUPPLY CO.	S1024829.003		660-0000-131.00-00	6" FLAT SLIPON WELD FLG PO NUM 029097	183.18
			S1025416.001		660-0000-131.00-00	FIRE HYDRANT O-RING PO NUM 029610	9,983.04
			S1025416.002		660-0000-131.00-00	ORING FOR FIRE HYDRANT PO NUM 029610	258.60
170422		IRON MOUNTAIN INFORMATION MGMT, LLC	201932625	029770	703-3700-480.33-11	OFFISITE MEDIA STORAGE	220.68
170423		KH METALS AND SUPPLY	0484515.IN	029723	001-3200-412.30-01	GALVANIZED STEEL SHEET	487.41
170424		LEAF	9707804	029818	610-5800-434.23-02	COPIER MONTHLY SVC.	303.35
170425		LESLIE'S POOL SUPPLIES INC.	18016 01-016297	029585	001-4010-461.36-08	POOL CHEMICALS	2,194.33
170426		LITHOPASS PRINTING, FORMS,	4892	029810	610-5800-434.23-02	TRANSIT TRANSFERS	86.20
170427		LOCK, DELMER	000032743		001-0000-218.22-22	UB CR REFUND-FINALS 000004936	36.10
170428		M BREY ELECTRIC, INC	5215	029773	001-4600-461.30-02	REPLACE ELEC. RECEPTACLES	282.02
170429		MC AVOY & MARKHAM	16034		670-0000-131.00-00	SMART METERS PO NUM 029178	40,592.61
170430		MUNOZ, RENE	MEALS 8/27 8/28		001-3200-421.23-06	FIREARMS TACTICAL RIFLE AR-15/M16 BEN CLARK TC	24.00
170431		NAPA AUTO PARTS	098199	029620	702-3800-480.38-52	HI POWER IND V-BELT #223	59.24
			098492	029620	702-3800-480.38-52	HOSE COUPLER #223	3.76
			099995	029620	702-3800-480.38-52	IGN COIL #232	53.86
170432		NOLASCO, PAMELA	JULY 2019		001-4000-461.23-15	YOGA INSTRUCTOR JULY 2019	49.00
170433		O'HARRA, ANDRE'	000093103		001-0000-218.22-22	UB CR REFUND-FINALS 000021050	20.81
170434		O'REILLY AUTO PARTS	2678 207876	029614	702-3800-480.38-52	OIL FILTER 863	36.13
			2678-207980	029614	702-3800-480.38-52	CABIN FILTER 863	14.62
170435		ONLINE INFORMATION SERVICES	940980	028974	761-3100-480.30-17	UTILITY XCHNGE/ADV LETTER	281.02
170436		PENZO, LEONARD A & JUDY L	000053083		001-0000-218.22-22	UB CR REFUND-FINALS 000051500	427.85
170437		PRUDENTIAL OVERALL SUPPLY	22820746		660-6300-471.25-02	WATER UNIFORMS	57.10
			22820747		680-8000-454.25-02	WASTEWATER UNIFORMS	15.00
			22820809		100-4900-431.25-02	STREET UNIFORMS	14.50
			22820816		001-3200-412.25-02	BUILDING MAINT UNIFORMS	6.03
			22824439	029783	001-3600-461.25-02	UNIFORMS	12.30
			22824446	029802	761-3110-480.25-02	FSR UNIFORMS	33.92
			22828465	029802	761-3110-480.25-02	FSR UNIFORMS	33.92
			22832425	029802	761-3110-480.25-02	FSR UNIFORMS	33.92
			22836245	029802	761-3110-480.25-02	FSR UNIFORMS	33.92
			22836246	029755	670-7000-473.25-02	ELEC UNIFORM SERV	140.16

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170437		PRUDENTIAL OVERALL SUPPLY	22843443	029776	660-6300-471.25-02	UNIFORMS - WATER	51.80
			22843444	029776	680-8000-454.25-02	UNIFORMS - WASTEWATER	10.00
			22847036	029776	660-6300-471.25-02	UNIFORMS - WATER	51.80
			22847037	029776	680-8000-454.25-02	UNIFORMS - WASTEWATER	10.00
			22847058	029705	702-3800-480.23-16	FLEET UNIFORM SERVICE	12.13
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.89
			22847060	029783	001-3600-461.25-02	UNIFORMS	12.30
			22850065	029705	702-3800-480.23-16	FLEET UNIFORM SERVICE	12.13
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.89
170438		PYRO SPECTACULARS, INC	56514	029498	001-5400-446.41-58	BAL. DUE FIREWORKS 2019	13,500.00
170439		RANCHO PASEO MEDICAL GROUP	07012019		001-1300-412.33-32	JULY 2019 PRE-EMPLOYMENT EXAMS AND DRUG SCREENING	200.00
170440		REDLANDS FORD	5157720	029815	702-3800-480.38-52	CLUTCH ASY-FAN #241	139.15
			5158719	029815	702-3800-480.38-52	REPAIRS #9833	77.26
			5158777	029815	702-3800-480.38-52	RADIATOR ASY #232	450.55
			5158815	029815	702-3800-480.38-52	DOOR MOULDING#27	48.97
			6223794/2	029815	702-3800-480.30-05	TRANS REPLACE #241	4,912.30
170441		ROBLEE, DAVID	TUITION 8/13/19		001-1300-412.25-09	SCRIPTING & PROGRAMMING APPLICATIONS C867	860.00
170442		RUEHLE, TARA SHAWN M	JULY 2019		001-4000-461.23-15	BALLET INSTRUCTOR JULY 2019	245.00
170443		SCCI, INC DBA	173273	029787	660-6300-471.33-11	SAFETY MTG - RIGGING 8/8	250.00
170444		SENTRY ESCROW SERVICE INC	006055-JR-02		840-9500-490.93-30	PSA - LOUIS S LOPEZ TRUST PER RESO 2019-83	1,165.00
170445		SERRANO, DIANA	MEALS 8/19-8/24		001-2740-442.23-06	CODE ENFORCEMENT ACADEMY BASIC CERTIFICATE	197.00
170446		SGP DESIGN AND PRINT	4152	029612	702-3800-480.38-52	DECALS FOR ELECTRIC	21.55
170447		SHRED-IT USA, LLC	8127699489	029197	001-4500-412.33-11	CITY HALL SHRED 6/28 & 7/	98.00
170448		SILVER & WRIGHT, LLP	25820		700-5300-480.33-04	JULY 2019 LEGAL SERVICES	9,755.74
170449		SITEONE LANDSCAPE SUPPLY	93767708-001	029725	001-3600-461.30-16	SPRINKLERS,VALVES	2,012.18
170450		SMITH, LOIS E	JULY 2019		001-4000-461.23-15	GUITAR INSTRUCTOR JULY 2019	38.50
170451		SOUTHERN CALIFORNIA EDISON	2015715049JUN19		660-6300-471.26-04	WELL 11, 7072 PLANT E-5 APR 12,2109 - MAY 14,2019	61.29
						WELL 11, 7072 PLANT E-5 JUN 13,2019 - JUL 13,2019	62.03
						WELL 11, 7072 PLANT E-5 MAR 14,2109 - APR 12,2019	64.34
						WELL 11, 7072 PLANT E-5 MAY 14,2019 - JUN 13,2019	60.69
170452		STAPLES BUSINESS ADVANTAGE	3419131501	029681	001-4000-461.36-00	OFFICE SUPPLIES	115.84
			3420229471	029681	001-1200-412.89-46	MANAGERS CHAIR	116.29
			3420411099	029681	761-3100-480.36-00	ELECTRIC STAPLER/STAPLES	124.11
			3420793237	029681	001-4000-461.36-00	CREDIT - PICK UP RETURN	(51.61)
			3420793238	029681	670-7000-473.36-00	GEL ROLLER/APPT PLANNERS	472.29
			3421575361	029681	761-3100-480.36-00	HEAVY DUTY STAMP	62.24
			3421575362	029681	761-3100-480.36-00	HEAVY DUTY STAMP	62.24
170453		THE GUTZ FAMILY CORP	000098149		001-0000-218.22-22	UB CR REFUND-FINALS 000001132	98.67
170454		TIME WARNER CABLE	COMM CTR 8/19		001-2060-446.26-09	789 N SAN GORGONIO AVE AUG 1,2019 - AUG 31,2019	20.74
			SR CTR 8/2019		001-2060-446.26-09	769 N SAN GORGONIO AVE AUG 1,2019 - AUG 31,2019	20.74
170455		ULINE	110465390	029706	001-2200-421.36-62	SPECIAL DEPT SUPPLIES	651.78
170456		UNITED TRANSMISSION EXCHANGE	0128557	029553	660-6300-471.20-06	UNIT 809 - TRANSMISSION	6,763.76
170457		UTILITY TREE SERVICE	6897719	028387	670-7000-473.23-17	TREE TRIM W/E 7/20/19	4,488.00
			6897719	028387	670-7000-473.23-17	TREE TRIMMING W/E 8/3/19	4,488.00
170458		VAUGHN, CARLA	000089715		001-0000-218.22-22	UB CR REFUND 000017374	12.88
170459		VULCAN MATERIALS	256262	029562	660-6300-471.45-17	FINANCE CHARGE	40.49
170460		WALLACE, COLLEEN	MILEAGE 8/13/19		001-1000-411.23-05	SCAG TRAFFIC SAFETY WRKSP WRCOG AUG 13,2019	36.19
170461		WASTE MANAGEMENT OF THE	JULY 2019		690-9600-356.38-95	21% FRANCHISE FEE JULY'19	(67,028.42)
					690-9600-453.23-10	REFUSE FOR JULY 2019	319,182.94
170462		WATER SYSTEMS OPTIMIZATION, INC.	1565	029497	660-6300-471.33-11	POTABLE WATER ASSESSMENT	8,840.00
170463		WESCO DISTRIBUTION, INC	387774		670-0000-131.00-00	CRIMP CONNECTORS PO NUM 029652	96.98
170464		WEST COAST SAND & GRAVEL, INC.	162540	029516	660-6300-471.45-17	RECYCLED CLASS 2 BASE	812.22
170465		YOUNGBLOOD & ASSOCIATES	3922A	029735	001-1300-412.33-11	PO APPL POLYGRAPH	300.00
170466		ALESHIRE & WYNDER, LLP	62842		700-5300-480.33-04	JULY 2019 LEGAL SERVICES	176.60
170467		ALL STAR GLASS, INC.	IC1024483	029830	702-3800-480.30-05	WINSHIELD #30	473.82
			IC1024529	029830	702-3800-480.30-05	WINDSHIELD MOULDING #30	478.96
			IC1024560	029830	702-3800-480.30-05	WINDSHIELD #9	307.06
			IC1024600	029830	702-3800-480.30-05	WINDSHIELD #806	165.59

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170468		ALTEC INDUSTRIES, INC.	50433350	029840	702-3800-480.30-05	SWITCH PUSH BUTTON #806	926.71
170469		ANIXTER, INC	4254419-00	029503	670-7000-473.45-05	ELECTRONIC COMPONENTS	5,459.37
170470		ARROW STAFFING SERVICE	108313		761-3100-480.33-11	SANTANA, GRACE W/E 8/10 UTILITY BILLING	849.66
			108384		001-1900-412.23-27	CARROLL, GARY W/E 8/17 FINANCE DEPT	1,222.00
			108385		761-3100-480.33-11	SANTANA,GRACE W/E 8/17 UTILITY BILLING	949.62
170471		ARROYO BACKGROUND INVESTIGATIONS	2061	029619	001-1300-412.33-11	PO BACKGROUND	900.00
170472		ARTISTIC MAINTENANCE, INC.	0116199-IN	029762	100-4900-431.23-29	DECOMPOSED GRANITE	690.00
170473		AT&T CALNET 2	000013253287		370-2200-421.26-05	BAN # 9391064350 JUN 1,2019 - JUN 30,2019	210.05
170474		AT&T CALNET 2	000013253031		001-2200-421.26-05	BAN # 9391063769 JUN 1,2019 - JUN 30,2019	659.86
170475		AT&T CALNET 2	000013252183		001-2200-421.26-05	BAN # 9391060200 JUN 1,2019 - JUN 30,2019	388.02
170476		AT&T MOBILITY	992351038XJUL19		001-2200-421.26-05	A#992351038 FAN#02391479 JUN 12,2019 - JUL 11,2019	1,099.52
			992351038XJUN19		001-2200-421.26-05	A#992351038 FAN#02391479 MAY 12,2019 - JUN 11,2019	1,099.52
170477		ATWORK FRANCHISE, INC	036979		702-3800-480.23-27	PERKINS, ERICA W/E 8/11 FLEET	471.08
			037577		761-3100-480.33-11	STEINER, CHANDRA W/E 8/18 UTILITY BILLING	944.87
170478		BATTERY SYSTEMS, INC	5054505	029712	702-3800-480.38-52	BATTERY	487.37
170479		BEAUMONT DO IT BEST HOME CENTER	476248	029588	001-4000-461.36-00	CLEANING SUPPLIES	125.95
			476367	029597	001-3600-461.36-00	SCREWDRIVER SET/BUBBLER	35.47
170480		BLACK MARKET WINDOW TINT	501	029850	702-3800-480.30-05	UV PROTECTION #601	180.00
170481		BLAIS & ASSOCIATES, INC	05-2019-BN2	029458	001-3600-461.33-11	PARKS & REC GRANT ORG INV DATE 6/14/2019	350.00
170482		BLISS, JAMES	95841-17220'19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
170483		BONNER, STARLIN & DOLORES	93039-18238'19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
170484		BOOTH, CATHY	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019 -JUL 2019	111.88
170485		BRIDGESTONE HOSEPOWER, LLC	8702495300		702-3800-480.30-05	#436 HOSE ASSEMBLY FUEL ORG INV DATE 01/21/19	911.67
170486		CANON FINANCIAL SERVICES, INC	20295611		001-4000-461.32-06	COPIER LEASE - COMM CTR JUNE 2019	77.59
					001-4500-412.32-06	COPIER LEASE -B & S SHARP JUNE 2019	140.09
						COPIER LEASE JUNE 2019	70.04
						COPIER LEASE -MAILROOM JUNE 2019	234.38
					148-2215-421.32-06	COPIER LEASE - PD SAMSUNG JUNE 2019	95.36
					610-5800-434.32-06	COPIER LEASE - COMM CTR JUNE 2019	77.59
					660-6300-471.32-06	COPIER LEASE - WA SHARP JUNE 2019	140.09
					670-7000-473.32-06	COPIER LEASE - EL SAMSUNG JUNE 2019	26.94
						COPIER LEASE - EL SHARP JUNE 2019	140.09
					703-3700-480.30-19	COPIER LEASE - LATE FEES JUNE 2019	125.38
						COPIER LEASE - SALES TAX JUNE 2019	85.19
					761-3100-480.32-06	COPIER LEASE - UB SAMSUNG JUNE 2019	26.94
						COPIER LEASE JUNE 2019	70.05
			20406998	029844	001-4000-461.32-06	COPIER LEASES	167.21
					001-4500-412.32-06	COPIER LEASES	478.96
					148-2215-421.32-06	COPIER LEASES	102.75
					660-6300-471.32-06	COPIER LEASES	150.95
					670-7000-473.32-06	COPIER LEASES	179.98
					703-3700-480.30-19	COPIER LEASES	225.76
					761-3100-480.32-06	COPIER LEASES	104.50
170487		CAYO, BENJAMIN	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019 -JUL 2019	121.98
170488		CDN PREMIER REALTY DBA SUNDANC	000085629		001-0000-218.22-22	UB CR REFUND 000015476	109.07
170489		CDW GOVERNMENT, INC	TMP1874	029618	001-1900-412.89-48	VIDEO CARD	117.89
170490		CHARLES ABBOTT ASSOCIATES, INC	59930	028250	001-3000-442.33-53	CONSULTING SERVICES ORG INV DATE 7/31/2019	360.00
170491		CINTAS CORPORATION 2	5014619524	029752	001-4050-461.36-00	FIRST AID SUPPLIES	47.31
			5014619525	029752	001-4000-461.36-00	FIRST AID SUPPLIES	41.04
			5014619526	029752	001-4000-461.36-00	FIRST AID SUPPLIES	24.23
170492		CITIZEN'S HEARINGS & APPEALS	2019 0709		001-2740-442.23-07	NUISANCE HEARING 50 S 1ST STREET	500.00
170493		COUNTY OF RIVERSIDE-ANIMAL CONTROL	AN0000001704		001-2300-424.33-90	ANIMAL CONTROL SERVICES JUNE 2019	15,559.80
			AN0000001728		001-2300-424.33-90	ANIMAL CONTROL SERVICES JULY 2019	15,209.00
170494		COZAD & FOX, INC	17439	029463	840-9500-490.90-07	ENGINEERING SURVEYING SER ORG INV DATE 7/30/2019	853.40
			17440	029024	001-3000-442.33-11	SIGNING & STRIPING DESIGN	2,072.00
170495		CREATIVE BUS SALES INC	5175014	029625	702-3800-480.38-52	WARNING BUZZER	37.32
170496		CUMMINS CAL PACIFIC LLC	32 742	029814	702-3800-480.38-52	KIT WATER PUMP	190.05
			PS 18246	029814	702-3800-480.38-52	ACTUATOR, SEAL O RINGS	46.32

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170496		CUMMINS CAL PACIFIC LLC	79-91019	029814	702-3800-480.30-17	INSTE LITE REG SOFTWARE	720.00
170497		CV STRATEGIES	6162	029566	610-5800-434.33-11	STRATEGIC COMM SVC 7-2019	3,555.00
170498		DANIELS TIRE SERVICE	730121873		702-3800-480.38-52	STOCK TIRES ORG INV DATE 5/30/2019	1,301.32
170499		DE ROULE, HENRI	13601-9956 '19		670-7010-473.27-60	PV(SOLAR)EXCESS ELECTRIC OUTPUT 4123KWH FINAL BILL	259.75
170500		DEGUZMAN, EMMANUEL & MILDRED	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019 -JUL 2019	56.68
170501		DELGADILLO, DAVID	DA191854ETTLEMNT		700-5040-480.40-02	FULL AND FINAL SETTLEMENT LIABILITY CLAIM	2,223.73
170502		DIRECTV	36474150163		001-2200-421.26-09	PD MOBILE COMMAND JUL 9,2019 - AUG 8,2019	48.24
170503		ENTERPRISE FM TRUST	FBN3760400		100-4900-431.32-06	605 - STREET LEASE PAYMNT AUGUST 2019	739.49
						STREET LEASE PAYMENT AUGUST 2019	1,043.48
			FBN3770615		001-3000-442.32-06	ENGINEERING LEASE PYMNT AUGUST 2019 # 407	806.39
					001-3600-461.32-06	PARKS LEASE PYMNT AUGUST 2019 # 620	583.63
					702-3800-480.32-06	FLEET MAINT LEASE PYMNT AUGUST 2019 # 38/37	812.81
						FLEET MAINT LEASE PYMNT AUGUST 2019 # 436	554.46
			FBN3770643		660-6300-471.32-06	WATER LEASE PYMNT AUGUST 2019 # 801	755.92
						WATER LEASE PYMNT AUGUST 2019 # 835	818.28
170504		FAST LUBE & TUNE	56325	029615	702-3800-480.30-05	RADIATOR, COOLANT #831	645.75
			56415	029615	702-3800-480.30-05	SPARK PLUGS #833	549.73
170505		FOX OCCUPATIONAL MEDICAL CENTER	109006		100-4900-431.33-32	SZOYKA, CARL DOT EXAM JULY 2,2019	40.00
					610-5800-434.33-32	MCKETHAN, LUCENTHER DOT EXAM JULY 12,2019	40.00
					670-7000-473.33-32	SMITH, JASON DOT EXAM JULY 11,2019	40.00
170506		FROEHLE, PATRICK	50749-50050 '19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
170507		FRONTIER COMMUNICATIONS	2091834027AUG19		001-4500-412.26-05	209-188-4027 AUG 16,2019 - SEP 15,2019	83.09
			2130197968AUG19		001-2200-421.26-05	213-019-7968 AUG 7,2019 - SEP 6,2019	308.75
			2131817186AUG19		703-3700-480.30-17	213-181-7186 AUG 19,2019 - SEP 18,2019	463.88
			9518496777AUG19		001-2200-421.26-05	951-849-6777 AUG 1,2019 - AUG 31,2019	110.15
			9518497296AUG19		001-4500-412.26-05	951-849-7296 AUG 16,2019 - SEP 15,2019	88.29
			9518498256AUG19		001-2200-421.26-05	951-849-8256 AUG 16,2019 - SEP 15,2019	1,127.27
170508		FRYBARGER, DAVID	52113-50636 '19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,000.00
170509		GARDA CL WEST INC	20279562	029388	761-3100-480.23-43	EXCESS ITEMS JUN 2019	155.45
170510		GAS COMPANY, THE	07702583751AU19		001-2200-421.26-06	125 E RAMSEY ST JUL 17,2019 - AUG 15,2019	419.14
			07702583751JL19		001-2200-421.26-06	125 E RAMSEY ST JUN 17,2019 - JUL 17,2019	478.57
170511		GUERRERO, CRISTOVAL	FUEL REIMB		702-3800-480.36-11	CNG FUEL FOR BUS#241 P/U @ RIVERSIDE	27.86
170512		HARPER, KRIS	EYEWEAR FY20		670-7000-473.25-10	EYEWEAR REIMBURSEMENT UTILITY UNIT MOU	250.00
170513		HAZEN AND SAWYER	70006.2-001-09	029243	661-6300-471.90-78	PROJECT 2018-02W	1,707.33
					661-6300-471.95-08	PROJECT 2018-02W	5,935.17
170514		HOME DEPOT #8987	4360173	029657	670-7000-473.45-16	BLOW GUN/FOOT INFLATOR	169.23
			8622288	029657	670-7000-473.45-16	PARTS TO REPAIR TRAILER	43.66
170515		IBEW LOCAL 47 RETIREE MEDICAL TRUST	20190830		001-0000-204.80-10	PAYROLL SUMMARY	2,242.68
170516		ICMA RETIREMENT TRUST 457	20190830		001-0000-204.16-00	PAYROLL SUMMARY	350.00
170517		INDOFF, INC	3270720	029491	100-4900-431.36-00	QSB816 BINS & QSB214 BINS ORG INV DATE 7/25/2019	118.14
170518		INNOVATIVE EMERGENCY EQUIPMENT	27053	029678	702-3800-480.30-05	LABOR RIV SHERIFF DPT	65.00
			27054	029678	702-3800-480.30-05	LABOR RIV SHERIFF PWR DRA	65.00
170519		KAISER FOUNDATION HEALTH	SEPTEMBER 2019		001-0000-204.31-00	KAISER PREMIUM GROUP 101565-0002	1,182.18
						KAISER PREMIUM GROUP 101565-0006	440.83
170520		LARA, TORIBIO	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019 -JUL 2019	164.11
170521		LOS ANGELES TRUCK CENTERS DBA	IN3240047964-01	029621	702-3800-480.30-05	OIL,FILTER ETC	1,232.04
170522		LSA ASSOCIATES, INC	166785	029449	001-3000-442.33-53	HIGHLAND SPRINGS AVE	810.00
170523		LYNCH, MIKE	8/9819628		660-6300-471.23-05	FUEL REIMBURSMENT 8/08/19 TRI-STATE SEMINAR AUG 6-8	50.00
170524		MARTIN, MADALIN	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019 -JUL 2019	180.12
170525		MEGATRONICS INTERNATIONAL CORP	17459		001-0000-201.10-00	SALES TAX	(21.31)
				029838	702-3800-480.30-06	BLK TRANSFER KEY, BLU KE	321.31
			17359-A		001-0000-201.10-00	SALES TAX	(7.75)
				029838	702-3800-480.30-06	10 MEGA TRACK BLUE KEY	127.75
170526		MOHR, WAYNE	50723-50048 '19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C REBATE - SPLIT SYSTEM	1,600.00
170527		NATIONWIDE RETIREMENT SOLUTIONS	20190830		001-0000-204.16-00	PAYROLL SUMMARY	4,155.56
170528		NEWSDATA CORPORATION	27659		670-7000-473.23-03	FY 20 MEMBERSHIP - EM1326 OCT 24,2019 - OCT 23,2020	700.00
170529		O'REILLY AUTO PARTS	2672 211156	029614	702-3800-480.36-00	SECURITY REMOTE	67.46
170530		OFFICE DEPOT	453755511001	029848	001-3200-412.30-02	CHAIR/SMALL CONFERENCE	189.63

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170530		OFFICE DEPOT	356806648001	029848	001-3200-412.30-02	CHAIRS/SMALL CONFERENCE	1,706.66
			358076243001	029666	001-2060-446.36-00	HDMI CABLES	62.87
			362644350001	029666	001-1200-412.36-00	202X PRINTER TONER	177.49
170531		PACKHAM & TOOMEY, INC	082019	029759	702-3800-480.30-06	MONTHLY INSPECTION	125.00
170532		PALOMAREZ, GUILLERMO	000098835		001-0000-218.22-22	UB CR REFUND 000018366	194.96
						UB CR REFUND 000021578	318.16
170533		PARKHOUSE TIRE, INC.	2030179647	029684	702-3800-480.38-52	TIRE RECYCLING	839.77
			2030179888	029684	702-3800-480.23-49	DISPOSAL/ENVIRONMENTAL	45.00
170534		PARS	20190830		001-0000-204.25-00	PAYROLL SUMMARY	842.20
170535		PARTS AUTHORITY METRO, LLC	062 698217	029622	702-3800-480.38-52	DRIVE BELT SWAMP COOLER	19.04
			062 701774	029622	702-3800-480.38-52	REFLECTOR #806	4.40
			062 714574	029622	702-3800-480.38-52	TIRE PRESSURE SENSOR	32.43
			091-029112	029622	702-3800-480.38-52	CREDIT - AIR FILTER	(3.93)
			091-029135	029622	702-3800-480.38-52	CREDIT - 12V BATTERY	(23.71)
			091-029194	029622	702-3800-480.38-52	CREDIT - DRIVE BELT	(24.24)
			091-029209	029622	702-3800-480.38-52	CREDIT - COOLANT HOSE	(56.16)
			091-029357	029622	702-3800-480.38-52	CREDIT- Z36 PAD,BRAKE ROT	(268.92)
			091-029361	029622	702-3800-480.38-52	CREDIT - 12 VOLT PASS BAT	(122.09)
			091-029379	029622	702-3800-480.38-52	CREDIT - 12V BATTERY	(23.71)
			091-161779	029622	702-3800-480.38-52	TIRE PRESSURE MONITOR	35.19
			091-161780	029622	702-3800-480.38-52	OIL FILTER #14	8.17
			091-161835	029622	702-3800-480.38-52	TIRE PRESSURE MONITOR	35.19
			091-161966		702-3800-480.23-06	TRAINING - MEDINA & DUNN JUNE 25, 2019	158.00
			091-162242	029622	702-3800-480.38-52	FUEL LINE HOSE #016	4.29
			091-162284	029622	702-3800-480.38-52	HAZARD FLASHER #803	13.55
			091-162328	029622	702-3800-480.38-52	VACUUM CUP	3.34
			091-162388	029622	702-3800-480.38-52	BELT TENSIONER #806	60.28
			091-162433	029622	702-3800-480.38-52	SERPENTINE BELT #806	22.33
			091162515	029622	702-3800-480.30-02	PORTACOOLER & WTR TMT	3,467.40
			091-162534	029622	702-3800-480.38-52	HEAD LIGHT BULB #234	9.87
			091-163617	029622	702-3800-480.38-52	CABIN AIR FILTER PO863	11.45
			091-164291	029622	702-3800-480.36-00	WASHER FLUID SHOP SUPPLY	13.64
			091-164345	029622	702-3800-480.38-52	COOLANT	90.45
			091-164393	029622	670-7000-473.45-16	PARTS TO FIX PULL TRAILER	28.33
			091-164445	029622	702-3800-480.38-52	FUEL & AIR FILTER PO 056	16.78
			091-164451	029622	702-3800-480.38-52	12V BATTER, ORING PO 056	122.28
			091-164488	029622	702-3800-480.38-52	OIL	15.31
			091-164562	029622	702-3800-480.38-52	AIR,OIL,CABIN FILTERS	19.29
			091-164602	029622	702-3800-480.38-52	RADIATOR CAP GEN WELL	6.66
			091-165059	029622	702-3800-480.38-52	AIR, FUEL, OIL FILTERS	14.80
170536		PREDELEANU, MIRCEA	09389-9368'19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
170537		PRESS-ENTERPRISE, THE	0011282243	029639	111-4900-432.23-01	RFP# 19-030 OPERATION & M ORG INV DATE 6/21/2019	270.90
170538		PRUDENTIAL OVERALL SUPPLY	32332414	029705	702-3800-480.23-16	FLEET UNIFORM SERVICE	12.13
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.89
			32330241	029705	702-3800-480.23-16	FLEET UNIFORM SERVICE	12.13
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.89
			32341469	029802	761-3110-480.25-02	FSR UNIFORMS	33.92
			32350666	029705	100-4900-431.25-02	STREET UNIFORMS	15.10
			32350667	029783	001-3600-461.25-02	UNIFORMS - PARKS	12.30
			32350668	029705	001-3200-412.25-02	BUILDING MAIN. UNIFORMS	120.27
			32350669	029802	761-3110-480.25-02	FSR UNIFORMS	33.92
			32354441	029705	702-3800-480.23-16	FLEET UNIFORM SERVICE	12.13
					702-3800-480.25-02	FLEET UNIFORM SERVICE	17.89
170539		QT POD	75604	029730	600-5100-435.30-06	GOLD SERVICE AGREEMENT ORG INV DATE 7/17/2019	1,095.00
170540		RAILROAD MANAGEMENT CO, LLC	4017G1		660-6300-471.41-04	LICENSE #0244793 11/27/19 - 11/26/20	1,123.35
170541		RDO EQUIPMENT CO	WP9609-A	029839	702-3800-480.30-05	DIAGNOSTIC REPAIR	576.16
170542		RECORD GAZETTE, THE	00167531	029671	001-2800-441.23-01	PHN CUP 19-8004 #00167531	146.00
			00167533	029671	001-2800-441.23-01	ZTA 19-97503 AD#00167533	211.70

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170543		REDLANDS FORD	6215701		702-3800-480.30-05	VOLTAGE REGULATOR #241 ORG INV DATE 6/24/2019	126.75
170544		REUSCH, DIANA	52781-49640 '19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	2,000.00
170545		RINALDI, LORETTA	JAN 19 - JUN 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JAN 2019 -JUN 2019	67.49
170546		RIV. CO. CLERK RECORDER	19-211909		810-9700-490.41-65	HOUSING APPLICANTS DOCS OFFICIAL RECORDS COPIES	37.00
			19-219086		001-1400-412.23-02	DYSART PARK GRANT DEED COPY NOT IN CITY CLERK RE	27.50
170547		RIV. CO. HEALTH SVCS AGENCY	IN0358841		001-4000-461.41-04	BANNING YOUTH BASE/SOFTBL 991 S HARGRAVE LIONS PARK	146.00
170548		RIVERSIDE UNIVERSITY HEALTH SYSTEM	2004		001-2200-421.33-31	SEXUAL ASSAULT EXAM CASE 19-1145	1,200.00
170549		ROCK, JERRY & MARGE	51689-50440 '19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	1,500.00
170550		SAN BERNARDINO CO SHERIFF'S DEPT	RNG-19-007		001-2200-421.23-06	3RD TRIMSTER USE OF FORCE MARCH 2018 - JUNE 2018	2,550.00
170551		SERVICE SCAPE	SAN-M-819	029758	001-3600-461.23-29	PARKS MAINT. AUG. 2019	5,854.00
170552		SGP DESIGN AND PRINT	11356	029612	702-3800-480.38-52	18 FIELD SERVICES DECAL	96.98
			11392	029612	702-3800-480.38-52	ELECTRIC DECALS	245.67
170553		SHOVE, TED	TUITION 8/2019		001-1300-412.25-09	TUITION REIMBURSEMNT FY20 TEAMSTERS MOU	1,957.29
170554		SOUTH COAST AIR QUALITY	3451024		001-2200-421.41-04	AQMD FEE JUL 18 - JUN 19 125 E RAMSEY ST #157320	132.98
			3451612		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
170555		SOUTHERN CALIFORNIA EDISON	2011958816'JL19		670-7000-473.26-04	HIGHLAND HOME RD/S/O JUL 1, 2019 - AUG 1,2019	62.42
			2196273104AUG19		660-6300-471.26-04	DEL RITA BOOSTER STATION JUL 15,2019 - AUG 13,2019	40.02
170556		SOUTHERN CALIFORNIA EDISON COMPANY	7501008972		670-7000-473.27-11	BILL OF SALE FORM 44 ORG INV DATE 3/29/2019	10,838.67
			7501013662		670-7000-473.27-11	BILL OF SALE FORM 44 ORG INV DATE 4/30/2019	4,930.00
170557		SOUTHERN CALIFORNIA JOINT POLE	20351		670-7000-473.27-11	JULY 2019 MONTHLY DUES	747.89
170558		SOUTHERN CALIFORNIA WASTE MANAGEMNT	SCWMF2019		690-9600-453.23-05	HOLLY STUART - REGISTRATN SO CAL WASTE MANAGEMENT	210.00
170559		SOWERS, NANCY	80917-15104 '19		675-7020-473.42-35	RESIDENTIAL CENTRAL A/C SPLIT SYSTEM - REBATE	900.00
170560		STAPLES BUSINESS ADVANTAGE	3381318283		001-4000-461.30-06	VACUUM COMMERCIAL RD ORG INV DATE 6/16/18	463.30
			3405041305		001-1200-412.36-00	8 TAB DIVIDERS ORG INV DATE 2/13/19	85.13
			3407473419		001-1200-412.36-00	MANILA/HANGING FOLDERS ORG INV DATE 3/08/19	46.25
			3417371514		761-3100-480.36-00	UB OFFICE SUPPLIES	288.50
			3421437774	029681	761-3100-480.36-00	CREDIT- BINDER CLIPS	(2.49)
			3421437775	029681	761-3100-480.36-00	BINDER CLIPS	2.49
			3421575358	029681	761-3100-480.36-00	HEAVY DUTY DATE STAMP	62.24
			3421575359	029681	761-3100-480.36-00	HEAVY DUTY STAMP	62.24
			3421575360	029681	761-3100-480.36-00	HEAVY DUTY DATE STAMP	62.24
			3421660158	029681	001-1200-412.36-00	BINDER/SEAL/CLOCKS/CUP	8.98
					001-1400-412.36-00	BINDER/SEAL/CLOCKS/CUP	16.97
					001-1900-412.36-00	BINDER/SEAL/CLOCKS/CUP	17.95
					001-3200-412.36-00	BINDER/SEAL/CLOCKS/CUP	27.43
			3421660159	029681	001-1300-412.36-00	OFFICE SUPPLIES.HR	103.44
			3422206430	029681	001-1200-412.36-00	INDEX/CALCULATOR	51.91
					001-1900-412.36-00	INDEX/CALCULATOR	4.30
			3423560670	029681	001-1200-412.36-00	BINDERS/PADS/PENS	46.91
					001-1900-412.36-00	BINDERS/PADS/PENS	35.90
170561		STONE, PAMELA	EYEWEAR FY20		001-2210-421.25-10	EYEWEAR REIMBURSEMENT GENERAL UNIT FY 2020	250.00
170562		SUN LIFE FINANCIAL	SEPTEMBER 2019		001-0000-204.14-00	LTD-STD INSURANCE PREM SEPTEMBER 2019	6,705.83
					001-0000-204.30-00	LIFE INSURANCE PREMIUMS SEPTEMBER 2019	4,069.85
					001-0000-204.32-00	DENTAL INSURANCE PREMIUMS SEPTEMBER 2019	9,000.95
170563		SUPERION	244442	029851	761-3100-480.33-11	JUNE 2019 TRANS MNGR	252.17
			247777	029851	761-3100-480.33-11	JULY 2019 TRANS MGR	275.87
170564		TELEPACIFIC COMMUNICATIONS	119993654-0		001-2200-421.26-05	PD PHONE SERVICE AUG 16,2019 - SEP 15,2019	669.13
					001-4500-412.26-05	CENTRAL SERVICES PHONE SV AUG 16,2019 - SEP 15,2019	2,458.84
170565		TIME WARNER CABLE	PD 7/2019		001-2200-421.26-09	125 E RAMSEY ST JULY 2019	92.43
170566		TIME WARNER CABLE	0868112010801l9		670-7000-473.26-09	BUSINESS TV - CITY YARD AUG 1,2019 - AUG 31,2019	70.33
170567		TRANSACT TECHNOLOGIES	13414443	029819	761-3100-480.36-00	CASSETTE RIBBON/RECEIPT	267.56
170568		UNDERGROUND SERVICE ALERT	190901E3690		100-4900-431.30-13	CA STATE FEE - REG COSTS 1095 BILLABLE TICKETS	17.48
					660-6300-471.45-08	CA STATE FEE - REG COSTS 1095 BILLABLE TICKETS	17.48
					670-7000-473.45-02	CA STATE FEE - REG COSTS 1095 BILLABLE TICKETS	17.47

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
170568		UNDERGROUND SERVICE ALERT	720190039		100-4900-431.30-13	69 NEW TICKETS	41.28
					660-6300-471.45-08	69 NEW TICKETS	41.28
					670-7000-473.45-02	69 NEW TICKETS	41.29
170569		UNITED STATES POSTAL SERVICE	POSTAGE AUG 19		001-4500-412.23-04	POSTAGE FOR METER	5,000.00
170570		UTILITY CRANE AND EQUIPMENT	0329918	029792	702-3800-480.30-05	WINCH ROPE,REPAIR LABOR	1,470.15
170571		UTILITY TREE SERVICE	70091919	028387	670-7000-473.23-17	BRUSH REMOVAL W/E 8/10/19	4,488.00
			70092019	028387	670-7000-473.23-17	TREE TRIM W/E 8/10/19	3,366.00
170572		VAN METER & ASSOCIATES, INC	00-23927		001-2200-421.23-06	CHIEF MATTHEW HAMNER TUITION 9/18/2019	160.00
170573		VERIZON WIRELESS	9832944141		001-2200-421.26-05	ACCT # 570653806-00001 MAY 27,2019 - JUN 26,2019	76.02
			9832944142		001-2740-442.26-05	ACCT # 570653806-00002 MAY 27,2019 - JUN 26,2019	76.02
170574		VERIZON WIRELESS	9835245249		001-1200-412.26-05	CITY MANAGER CELL JUL 2,2019 - AUG 1,2019	311.27
					001-1500-412.26-05	FINANCE DEPT CELL JUL 2,2019 - AUG 1,2019	27.42
					001-2200-421.26-05	POLICE DEPT CELLS JUL 2,2019 - AUG 1,2019	1,065.14
					001-2210-421.26-05	DISPATCH CELLS JUL 2,2019 - AUG 1,2019	27.56
					001-2740-442.26-05	CODE ENFORCEMENT CELL JUL 2,2019 - AUG 1,2019	118.30
					001-2800-441.26-05	PLANNING DEPT CELL JUL 2,2019 - AUG 1,2019	47.24
					001-3000-442.26-05	ENGINEERING CELLS JUL 2,2019 - AUG 1,2019	75.68
					001-3200-412.26-05	BUILDING MAINTENANCE CELL JUL 2,2019 - AUG 1,2019	41.03
					001-4000-461.26-05	COMMUNITY SERVICES CELLS JUL 2,2019 - AUG 1,2019	259.66
					100-4900-431.26-05	STREET DEPT CELLS JUL 2,2019 - AUG 1,2019	121.35
					610-5800-434.26-05	TRANSIT DEPT CELLS JUL 2,2019 - AUG 1,2019	127.44
					610-5850-434.26-05	DIAL-A-RIDE CELLS JUL 2,2019 - AUG 1,2019	39.96
					660-6300-471.26-05	WATER DEPT CELL JUL 2,2019 - AUG 1,2019	538.81
					670-7000-473.26-05	ELECTRIC CELLS JUL 2,2019 - AUG 1,2019	889.62
					680-8000-454.26-05	WASTEWATER DEPT CELL JUL 2,2019 - AUG 1,2019	118.67
					702-3800-480.26-05	FLEET CELLS JUL 2,2019 - AUG 1,2019	93.65
					703-3700-480.26-05	INFORMATION SERVCS CELLS JUL 2,2019 - AUG 1,2019	134.39
					761-3110-480.26-05	METER SERVICES CELLS JUL 2,2019 - AUG 1,2019	167.82
170575		W-W MANUFACTURING COMPANY	157287	029721	470-4000-413.90-15	ARENA FENCING DYSART PARK	28,286.10
170576		WELDOR'S SUPPLY AND STEEL	42129	029837	702-3800-480.36-00	ARGON GAS, HYDRO TEST	100.53
			42206	029837	702-3800-480.36-00	TIPS, WELD-AID NOZZLE	20.73
170577		WESCO DISTRIBUTION, INC	3940039	029504	670-7000-473.45-16	JELCO HARNESS	2,628.56
170578		WESTRUX INTERNATIONAL INC	0453199		660-6300-471.30-06	#809 INSPECTION/FILTER/LU ORG INV DATE 5/23/19	2,486.88
			0453462		660-6300-471.30-06	UNIT 809 RPR INJECTORS O ORG INV DATE 5/23/19	3,635.74
			0453841		660-6300-471.30-06	#809 TOWING/RPR & PARTS	6,343.97
170579		WIREMAN, RHONDA	FEB 19 - JUL 19		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FEB 2019 -JUL 2019	127.99
170580		YOUNGBLOOD & ASSOCIATES	3948A	029735	001-1300-412.33-11	PO POLYGRAPH	300.00
9006493		CALPERS 457 PLAN - 450260	PPE 7/14/19		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 7/14/2019	28,726.65
						CAL PERS 457 LOAN PMTS PPE 7/14/2019	5,938.48
9006494		CA. ST. BOARD OF EQUALIZATION	2019 - QTR 4		001-0000-201.10-00	SALES & USE TAX RETURN 2019 QTR 4	1,184.00
9006495		WELLS FARGO BANK	PPE 7/28/19		001-0000-204.10-00	PAYROLL PPE 7/28/2019	392,792.12
9006496		CALIFORNIA, STATE OF	L2086244528		700-5030-480.40-03	STATE UNEMPLOYMENT INS QUARTER END 6/30/2019	7,744.00
9006497		CA. ST. EMPLOYMENT DEV. DEPT.	PPE 7/28/19		001-0000-204.12-00	STATE INCOME TAX PPE 7/28/2019	24,385.20
9006498		INTERNAL REVENUE SERVICE	PPE 7/28/19		001-0000-204.11-00	FEDERAL INCOME TAX PPE 7/28/2019	64,129.77
					001-0000-204.13-00	FICA MEDICARE / FICA REG PPE 7/28/2019	92,215.22
9006499		WELLS FARGO CARD SERVICES INC	012410 AUG19		001-1000-411.36-07	THE HAVEN 7/09/19 COUNCIL FOOD	22.12
					001-1900-412.23-46	REFUND - LATE FEE	(39.00)
						REFUND - OVERLIMIT FEE	(39.00)
					660-6300-471.23-03	WIX.COM - 3 YEAR PLAN ORD DATE 7/11/19	432.00
					660-6300-471.23-05	GRANDVIEW LAS VEGAS 8/5-8 CHRISTOPHER THORNTON	335.10
						GRANDVIEW LAS VEGAS 8/5-8 MIKE LYNCH	335.10
						GRANDVIEW LAS VEGAS 8/5-8 PERRY GERDES	335.10
						TRI-STATE SEMINAR AUG 6-8 CHRIS THORNTON, LAS VEGAS	99.00
						TRI-STATE SEMINAR AUG 6-8 MIKE LYNCH, LAS VEGAS	99.00
						TRI-STATE SEMINAR AUG 6-8 PERRY GERDES, LAS VEGAS	99.00
9006500		WELLS FARGO CARD SERVICES INC	DS 6378 AUG19		001-1200-412.23-01	CONSTANT CONTACT CITY MANAGER'S REPORT	20.00
					001-1210-412.23-03	IEDC - TED SHOVE RENEWAL MEMBERSHIP FEE	435.00
					001-1210-412.33-11	LOOP NET - JULY 2019 INV # 105394191	87.95

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9006500		WELLS FARGO CARD SERVICES INC	05 6378 AUG19		001-1900-412.23-46	OVERLIMIT FEE CHARGED 7/19/2019	39.00
						REFUND - OVERLIMIT FEE	(39.00)
9006501		TASC	PPE 7/28/19		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 7/28/2019 PD 8/02/19	4,296.19
					001-0000-204.80-05	DEPENDENT CARE CONTR PPE 7/28/2019 PD 8/02/19	766.66
					001-0000-204.80-15	INDIVIDUAL CONTRIBUTIONS PPE 7/28/2019 PD 8/02/19	465.58
9006502		WELLS FARGO BANK	PPE 7/28/19		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 7/28/2019 PD 8/02/19	300.00
9006503		WELLS FARGO CARD SERVICES INC	05 6378 AUG19		670-7000-473.89-48	BESTBUY - 8 PORT SWITCH PURCHASED 7/03/2019	73.25
					675-7020-473.41-46	SILKLETTER - PROMO MUG PURCHASED 6/19/2019	13.07
9006504		WELLS FARGO CARD SERVICES INC	05 6378 AUG19		001-0000-201.10-00	SALES TAX ENGINEERING PLAN STAMP	(3.95)
					001-1200-412.36-07	DOMINO'S PIZZA 7/31/19 STREET CREW LUNCH	26.76
					001-1200-412.41-46	SMART & FINAL COFFEE W/CITY MANAGER	117.10
					001-1200-412.89-46	WAYFAIR - SIDEBOARD SMALL CONFERENC ROOM	220.63
					001-1210-412.23-05	NAIOP REAL ESTATE SUMMIT SEP 19,2019, RIVERSIDE	25.00
					001-1210-412.33-11	LOOPNET - INV 109835531-1 AUG 2019 LISTING	87.95
					001-1300-412.41-16	SUPER SUBS+ ASD INTERVIEW 8/02/2019	87.25
					001-3200-412.30-02	WAYFAIR - OFFICE CHAIR SMALL CONFERENCE ROOM	160.54
					660-6300-471.36-00	STAMP SHOP CENTRAL ENGINEERING PLAN STAMP	63.75
9006505		WELLS FARGO BANK	PPE 8/11/19		001-0000-204.10-00	PAYROLL PPE 8/11/2019	370,866.40
9006506		WELLS FARGO CARD SERVICES INC	0011378E AUG19		001-2200-421.23-05	CHEVRON GAS FOR UNIT #23	55.25
						CHEVRON GAS FOR UNIT #24	25.98
						CHEVRON GAS FOR UNIT #27	88.23
						CHEVRON GAS FOR UNIT #39	14.01
						CHEVRON GAS FOR UNIT #50	22.98
						COUNTRY INN & SUITES CHIEF HAMNER TRAINING	704.35
					001-2200-421.23-06	BELMONT PARK 8/01/19 CHIEF HAMNER TRAINING	49.06
						CHILI'S GRILL & BAR 7/29 CHIEF HAMNER TRAINING	16.01
						CHILI'S GRILL & BAR 7/30 CHIEF HAMNER TRAINING	75.02
						GREAT KHAN'S - 7/29/19 CHIEF HAMNER TRAINING	15.40
						NAPA VALLEY COLLEGE TUITION FOR CHIEF HAMNER	617.00
						SHAKE SHACK 7/31/19 CHIEF HAMNER TRAINING	25.71
						SOUTHWEST - L JIMENEZ	151.96
						SOUTHWEST AIRLINES C YOUNGBLOOD	206.96
						SUPERNATURAL SANDWICHES CHIEF HAMNER TRAINING 8/1	25.40
					001-2200-421.36-07	ALBERTSON'S ARCCOPS MEETING FOOD	66.43
						ALBERTSON'S MEETING REFRESHMENTS	74.22
						DONUT DE LITE (7/25/2019) ARCCOPS MEETING FOOD	10.99
					001-2740-442.23-06	RANCHO SANTIAGO COLLEGE A COX ACADEMY 7/29/2019	80.30
						RANCHO SANTIAGO COLLEGE A COX TUITION 7/29/2019	46.00
						RANCHO SANTIAGO COLLEGE D SERRANO TUITION	80.30
						RANCHO SANTIAGO COLLEGE D SERRANO TUITION 7/25/19	46.00
9006507		CALPERS 457 PLAN - 450260	PPE 7/28/19		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 7/28/2019	29,423.50
						CAL PERS 457 LOAN PMTS PPE 7/28/2019	5,614.83
9006508		CA. ST. EMPLOYMENT DEV. DEPT.	PPE 8/11/19		001-0000-204.12-00	STATE INCOME TAX PPE 8/11/19 PD 8/16/19	23,220.92
9006509		INTERNAL REVENUE SERVICE	PPE 8/11/19		001-0000-204.11-00	FEDERAL INCOME TAX PPE 8/11/19 PD 8/16/19	61,331.11
					001-0000-204.13-00	FICA MEDICARE / FICA REG PPE 8/11/19 PD 8/16/19	86,314.74
9006510		WELLS FARGO CARD SERVICES INC	05 6378 AUG19		001-1000-411.23-05	LEAGUE OF CA CITIES ANDRADE- 2019 CONFERENCE	550.00
						LEAGUE OF CA CITIES HAPPE - 2019 CONFERENCE	550.00
						LEAGUE OF CA CITIES WALLACE- 2019 CONFERENCE	550.00
						LEAGUE OF CA CITIES WELCH - 2019 CONFERENCE	550.00
						LEAGUE OF CA CITIES-HAPPE 2019 MAYOR & COUNCIL FORU	375.00
					001-1200-412.23-01	CONSTANT CONTACT 8/10 92220 NEWSLETTER	20.00
					001-3200-412.30-02	WAYFAIR / CREDIT 8/0/2019 CONF ROOM CHAIR SAMPLE	(160.54)
9006511		TASC	PPE 8/11/19		001-0000-204.80-04	MEDICAL CONTRIBUTIONS PPE 8/11/2019 PD 8/16/19	4,296.19
					001-0000-204.80-05	DEPENDENT CARE CONTR PPE 8/11/2019 PD 8/16/19	766.66
					001-0000-204.80-15	INDIVIDUAL CONTRIBUTIONS PPE 8/11/2019 PD 8/16/19	465.58
9006512		WELLS FARGO BANK	PPE 8/11/19		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 8/11/2019 PD 8/16/19	300.00
9006513		CA. ST. PUBLIC EMPLOYEES	PPE 7/28/19		001-0000-204.20-00	PER ADJ -EE WITHHELD CODE PPE # 15 ADJUST	(128.46)
						PER ADJ -FY19 ER BENEFIT PPE # 15 ADJUST	385.84

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9006513		CA. ST. PUBLIC EMPLOYEES	PPE 7/28/19		001-0000-204.20-00	RETIREMENT BENEFITS FOR PPE 7/28/19	96,761.13
9006514		WELLS FARGO CARD SERVICES INC	[illegible] AUG19		670-7000-473.23-05	CITY OF GLENDALE TOM MILLER PARKING	5.00
					670-7000-473.23-06	SOUTHWEST AIRLINE CORTEZ / ICUEE	499.00
						SOUTHWEST AIRLINE HARPER / ICUEE	499.00
						SOUTHWEST AIRLINE J SMITH / ICUEE	499.00
9006515		CALPERS 457 PLAN - 450260	PPE 8/11/19		001-0000-204.16-00	CAL PERS 457 CONTRIBUTION PPE 8/11/2019	28,468.95
						CAL PERS 457 LOAN PMTS PPE 8/11/2019	5,614.83
9006516		CA. ST. PUBLIC EMPLOYEES	PPE 8/11/19		001-0000-204.20-00	LESS EE & ER CONTRIBUTION D SCHULZE MAX	(1,134.50)
						RETIREMENT BENEFITS PPE 8/11/2019	95,794.92
9006517		CA. ST. PUBLIC EMPLOYEES	100000015779284		001-1900-412.33-11	GASB 68 REPORTS & SCHDLES	1,050.00
9006518		WELLS FARGO CARD SERVICES INC	[illegible] AUG19		001-2200-441.23-06	APA CALIFORNIA ADAM RUSH	15.00
					001-4000-461.89-49	WHENIWORK.COM COMMUNITY CENTER	712.80
9006519		WELLS FARGO CARD SERVICES INC	[illegible] AUG19		670-7000-473.23-03	EUSERC MEMBERSHIP - EXPIRED	200.00
					670-7000-473.23-05	HOTELS.COM ROCKWELL - APPA CONF	1,312.43
						HOTELS.COM YOUNG - APPA CONF	1,312.43
						SOUTHWEST - A ROCKWELL APPA CONFERENCE	369.40
						SOUTHWEST - C YOUNG APPA CONFERENCE	369.40
						SOUTHWEST AUTOMATIC CHECKIN	100.00
9006520		WELLS FARGO CARD SERVICES INC	[illegible] AUG19		001-1000-411.23-05	CALIMESA CHAMBER - 8/21 STATE OF THE CITY - WELCH	35.00
						CALIMESA CHAMBER - 8/21 STATE OF THE CITY-ANDRADE	35.00
						CALIMESA CHAMBER - 8/21 STATE OF THE CITY-HAPPE	35.00
						CALIMESA CHAMBER - 8/21 STATE OF THE CITY-WALLACE	35.00
					001-1000-411.36-07	SMART & FINAL COUNCIL MEETINGS FOOD	102.36
					001-1300-412.41-16	SUPER SUBS+ PARKS & REC DIR INTERVIEW	87.25
					001-3200-412.30-02	BEST BUY - 8/21/2019 3 MINI FRIDGES - CONF RMS	420.19
9006521		CA. ST. PUBLIC EMPLOYEES	100000015778943		001-1900-412.33-11	SSA 218 - ANNUAL FEE SOCIAL SECURITY	1,000.00
9006522		WELLS FARGO BANK	PPE 8/25/19		001-0000-204.10-00	PAYROLL PPE 8/25/2019	396,795.21
Grand Total							7,273,813.41
						Less Voided / Reissued Checks from Prior Period	(4,820.95)
						Less Voided Checks Prior Period	
						Add Payroll Checks	17,014.71
						Total Remittance for Month	7,286,007.17

Voided Checks

August 2019

Date	Check	Vendor #	Reason		Amount	Check	Vendor #		Amount
8/22/2019	170324	3412	Incorrect amount	$	607.71	170406	3412	$	616.06
8/29/2019	170100	1370	Duplicate payment	$	4,820.95	170554	1370	$	4,687.97
TOTALS				**$**	**5,428.66**			**$**	**5,304.03**

Payroll

August 2019

Start	End	Date	Description		Check Total
11859	11877	8/2/2019	WARRANT REGISTER	$	7,204.15
11878	11896	8/16/2019	WARRANT REGISTER	$	6,162.73
11897	11911	8/30/2019	WARRANT REGISTER	$	3,647.83
TOTALS				**$**	**17,014.71**
	CHECKS USED	**53**			

pt/Div tivity	Check Payee	Social Security	Check Number	Amount
	UNITED STATES TREASURY		11859	125.50
	TRACY YOUNGBLOOD		11860	223.39
	FRANCHISE TAX BOARD		11861	200.00
00-461	GILCHRIST JR, SEAN E	2699	11862	570.02
00-461	NELSON, AMANDA L	5564	11863	479.08
00-461	OGLESBY, CODY L	6347	11864	545.14
00-461	RODRIGUEZ, ALONZO J	7208	11865	527.63
00-461	YGLESIAS, STEPHANIE	9272	11866	520.34
10-461	CABRERA, KRISTA E	1002	11867	325.38
10-461	CENTNER, AMELIA C	1282	11868	310.59
10-461	FLOYD, ANTHONY P	2394	11869	441.27
10-461	FREY, RAYMOND M	2507	11870	505.14
10-461	IRVING, MADISON L	3598	11871	528.63
10-461	PHILLIPS, KRISTEN G	6557	11872	309.57
10-461	REEVES, AUBREY N	6787	11873	403.18
10-461	ROMERO, JADE P	7212	11874	505.14
	CALIF. STATE DISBURSEMENT UNIT		11875	319.03
	STATE OF CALIFORNIA - FTB		11876	171.28
	CALIF. STATE DISBURSEMENT UNIT		11877	193.84
	Total Checks -		19	7,204.15

pt/Div tivity	Check Payee	Social Security	Check Number	Amount
	UNITED STATES TREASURY		11878	125.50
	TRACY YOUNGBLOOD		11879	223.39
	FRANCHISE TAX BOARD		11880	200.00
00-461	GILCHRIST JR, SEAN E	2699	11881	266.70
00-461	NELSON, AMANDA L	5564	11882	265.68
00-461	OGLESBY, CODY L	6347	11883	286.56
00-461	RODRIGUEZ, ALONZO J	7208	11884	290.87
00-461	YGLESIAS, STEPHANIE	9272	11885	368.87
10-461	CABRERA, KRISTA E	1002	11886	438.60
10-461	CENTNER, AMELIA C	1282	11887	119.46
10-461	FLOYD, ANTHONY P	2394	11888	462.75
10-461	FREY, RAYMOND M	2507	11889	640.60
10-461	IRVING, MADISON L	3598	11890	319.57
10-461	PHILLIPS, KRISTEN G	6557	11891	420.34
10-461	REEVES, AUBREY N	6787	11892	373.31
10-461	ROMERO, JADE P	7212	11893	676.38
	CALIF. STATE DISBURSEMENT UNIT		11894	319.03
	STATE OF CALIFORNIA - FTB		11895	171.28
	CALIF. STATE DISBURSEMENT UNIT		11896	193.84
	Total Checks -		19	6,162.73

Dept/Division	Check Payee	Social Security	Check Number	Amount
	TRACY YOUNGBLOOD		11897	223.39
	FRANCHISE TAX BOARD		11898	200.00
00-461	YGLESIAS, STEPHANIE	9272	11899	31.21
10-461	CABRERA, KRISTA E	1002	11900	131.41
10-461	CENTNER, AMELIA C	1282	11901	47.78
10-461	FLOYD, ANTHONY P	2394	11902	307.12
10-461	FREY, RAYMOND M	2507	11903	337.09
10-461	IRVING, MADISON L	3598	11904	155.30
10-461	PHILLIPS, KRISTEN G	6557	11905	119.28
10-461	REEVES, AUBREY N	6787	11906	89.59
10-461	ROMERO, JADE P	7212	11907	89.59
	CALIF. STATE DISBURSEMENT UNIT		11908	319.03
00-434	GREEN, NATASHA D	2765	11909	1,231.92
	STATE OF CALIFORNIA - FTB		11910	171.28
	CALIF. STATE DISBURSEMENT UNIT		11911	193.84
	Total Checks -		15	3,647.83

CITY OF BANNING
CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Douglas Schulze, City Manager

PREPARED BY: Suzanne Cook, Deputy Finance Director

MEETING DATE: September 24, 2019

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

RECOMMENDATION:

That City Council receive and file Cash, Investment and Reserve Report for **August 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	$ 12,048,368.27	$ 10,817,543.49
Investments			
	LAIF	$ 41,655,255.18	$ 41,655,255.18
	Brokerage	$ 26,938,260.40	$ 26,998,323.32
Total Funds Under Control of the City		**$ 80,645,538.85**	**$ 79,474,776.99**
Funds Under Control of Fiscal Agents			
US Bank			
	Restricted Bond Project Accounts	$ 15,259,729.56	$ 15,264,367.80
	Restricted Bond Accounts	$ 5,383,824.86	$ 5,423,832.06
Union Bank			
	Restricted Funds	$ 1,774,204.98	$ 282,638.98
Total Funds Under Control of Fiscal Agents		**$ 22,417,759.40**	**$ 20,970,838.84**
Total Funds		**$ 103,063,298.25**	**$ 100,445,615.83**

RESTRICTED, ASSIGNED, COMMITTED AND RESERVED SUMMARY:

Description		Prior Month		Current Month
Total Funds	**$**	**103,063,298.25**	**$**	**100,445,615.83**
Restricted Funds		39,202,587.01	$	37,712,622.32
Assigned Funds - Specific Purpose		8,969,200.65	$	8,969,200.65
Committed Funds - Specific Purpose		4,785,065.00	$	3,242,731.75
Fund Balance Reserves		15,183,797.25	$	15,183,797.25
Total Restricted, Assigned, Committed and Reserv	**$**	**68,140,649.91**	**$**	**65,108,351.97**
Operating Cash - Unrestricted Reserves	**$**	**34,922,648.34**	**$**	**35,337,263.86**
Less Accounts held in Investments	$	26,938,260.40	$	26,998,323.32
Liquid Cash	$	7,984,387.94	$	8,338,940.54

ATTACHMENTS:

- Cash, Investment and Reserve Report August 2019 https://banningca.gov/DocumentCenter/View/6482/1-ASD-Report-Fund-Bal--Reserve_FY19-20---August-2019-
- Investment Report August 2019 https://banningca.gov/DocumentCenter/View/6483/2-ASD-Report-Fund-Bal--Reserve_FY19-20---August-2019-
- LAIF / PMIA Performance Report https://banningca.gov/DocumentCenter/View/6484/3-PMIA-LAIF_perform-August-2019

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

Approved by:

Douglas Schulze
City Manager

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

Cash & Investments Institution/Investment Type	July 2019 Balance	August 2019 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	$ 11,623,200.70	$ 10,387,100.99
Bank of America - Parking Citations - XXXXXXXX 8776	$ 97,924.07	$ 98,766.34
Bank of America - Airport Visa - XXXXXXXX 7548	$ 242,127.45	$ 246,630.96
Bank of America - CNG Charge Acct XXXXXXXX 5594	$ 85,116.05	$ 85,045.20
	$ 12,048,368.27	$ 10,817,543.49
State of California, Local Agency Investment Fund		
City of Banning XX-XX-050	$ 41,655,254.95	$ 41,655,254.95
Successor Agency XX-XX-001	$ 0.23	$ 0.23
	$ 41,655,255.18	$ 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 $230,903.32	$ 215,750.40	$ 230,903.32
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	$ -
F H L M C M T N 3134GBJ52 Market Value $2,998,800 Maturity 9/27/2019	$ 3,000,000.00	$ 3,000,000.00
F H L M C M T N 3134GBL83 Market Value $2,994,750 Maturity 3/27/2020	$ 3,000,000.00	$ 3,000,000.00
F N M A M T N 3136G4PP2 Market Value $3,001,080 Maturity 10/26/2020	$ 3,000,000.00	$ 3,000,000.00
Federal Home Loan Bks 3130ADFV9 Market Value $3,002,310 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		
F H L M C M T N 3134GTYP2 Market Value $2,002,760 Maturity 4/1/2022	$ 2,000,000.00	$ 2,000,000.00
Federal Home Loan Bks 3130AGNX9 Market Value $5,809,396 Maturity 7/10/2023	$ 5,800,000.00	$ 5,800,000.00
Federal Farm Credit Bks 3133EKSW7 Market Value $4,000,880 Maturity 4/1/2022		$ 4,000,000.00
F H L M C M T N 3134GTYP2 Market Value $2,002,760 Maturity 4/1/2022	$ -	$ 3,000,000.00
Federal Farm Credit Bks 3133EKFK7 Market Value $3,986,360 Maturity 7/5/2022	$ 4,000,000.00	$ -
	$ -	$ -
	$ 26,938,260.40	$ 26,998,323.32
Total Funds Under Control of the City	$ 80,645,538.85	$ 79,474,776.99
Funds Under Control of Fiscal Agents:		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$ 1,521,186.83	$ 1,523,500.10
2005 Wastewater Project Fund Bond - 792143006	$ 3,273,339.32	$ 3,274,034.34
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$ 2,788,621.44	$ 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	$ 7,676,581.97	$ 7,676,211.92
Restricted Project Funds Available	$ 15,259,729.56	$ 15,264,367.80
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	$ 40,040.81	$ 80,008.50
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-78958203	$ 186,099.72	$ 186,139.23
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	$ 5,383,824.86	$ 5,423,832.06
Union Bank of California:		
CAISO - City of Banning XXXXX6994	$ 113,955.32	$ 114,172.68
City of Banning - XXXXX5920 - RPU	$ 1,660,249.66	$ 168,466.30
Funds Held with Fiscal Agent - Restricted	$ 1,774,204.98	$ 282,638.98
Total Funds Under Control of Fiscal Agents	$ 22,417,759.40	$ 20,970,838.84
Grand Total	$ 103,063,298.25	$ 100,445,615.83

Reserve Balances Description	Balance
RESTRICTED FUNDS	
Restricted Project Funds	$ 15,264,367.80
Bond Funds Held with Fiscal Agents	$ 5,423,832.06
CASIO - City of Banning 6731036994	$ 114,172.68
City of Banning - 6736305920 - RPU	$ 168,466.30
Customer Deposit Accounts	$ 1,612,315.85
Capital Facility Fees (Funds 400, 410,420, 421,430, 661, & 681)	$ 14,699,025.13
Parking Citations	$ 98,766.34
Airport	$ 246,630.96
CNG	$ 85,045.20
	$ 37,712,622.32
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)	$ 3,242,731.75
less $2,000,000	
	$ 3,242,731.75
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	$ 35,337,263.86
Less Amount held in investments	$ 26,998,323.32
Liquid Cash	$ 8,338,940.54
Grand Total	$ 100,445,615.83
UNRESTRICTED RESERVES	$ 35,337,263.86

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

Prepared by Suzanne Cook
Administrative Services Department / Finance

City of Banning
Report of Investments
August 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	2.341	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	$ 230,903.32	1.570	100.000	$ 230,903.32	0.3%
	F H L M C M T N	US Government Issue	3134GBJ52	AA+	Aaa		9/27/2019	$ 3,000,000.00	1.500	99.960	$ 2,998,800.00	4.4%
	F H L M C M T N	US Government Issue	3134GBL83	AA+	Aaa		3/27/2020	$ 3,000,000.00	1.600	99.825	$ 2,994,750.00	4.4%
	F N M A M T N	US Government Issue	3136G4PP2	AA+	Aaa		10/26/2020	$ 3,000,000.00	1.750	100.036	$ 3,001,080.00	4.4%
	Federal Home Loan Bks	US Government Issue	3130ADFV9	AA+	Aaa	7/26/2018	1/29/2021	$ 2,967,420.00	2.250	100.077	$ 3,002,310.00	4.3%
	Federal Farm Credit Bks	US Government Issue	3133EKSW7	AA+	Aaa	7/5/2019	4/1/2022	$ 4,000,000.00	2.280	100.022	$ 4,000,880.00	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	2.000	100.138	$ 2,002,760.00	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	100.162	$ 5,809,396.00	8.4%
	F H L M C M T N	US Government Issue	3134GT2L6	N/A	Aaa	8/28/2019	8/19/2024	$ 3,000,000.00	2.150	100.001	$ 3,000,030.00	4.4%
								$ 26,998,323.32			**$ 27,040,909.32**	**39.3%**
Total Investments								**$ 68,653,578.50**			**$ 68,767,469.55**	**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)
08/12/19	2.35	2.37	180
08/13/19	2.35	2.37	180
08/14/19	2.35	2.37	179
08/15/19	2.35	2.37	183
08/16/19	2.35	2.37	183
08/17/19	2.35	2.37	183
08/18/19	2.35	2.37	183
08/19/19	2.35	2.37	181
08/20/19	2.34	2.37	179
08/21/19	2.34	2.37	179
08/22/19	2.33	2.37	179
08/23/19	2.33	2.37	178
08/24/19	2.33	2.37	178
08/25/19	2.33	2.36	178
08/26/19	2.33	2.36	175
08/27/19	2.33	2.36	176
08/28/19	2.33	2.36	175
08/29/19	2.32	2.36	175
08/30/19	2.32	2.36	180
08/31/19	2.32	2.36	180
09/01/19	2.32	2.36	180
09/02/19	2.32	2.36	180
09/03/19	2.31	2.36	179
09/04/19	2.31	2.36	178
09/05/19	2.31	2.36	178
09/06/19	2.30	2.36	179
09/07/19	2.30	2.36	179
09/08/19	2.30	2.36	179
09/09/19	2.31	2.35	177
09/10/19	2.30	2.35	176
09/11/19	2.30	2.35	176

*Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Performance Report

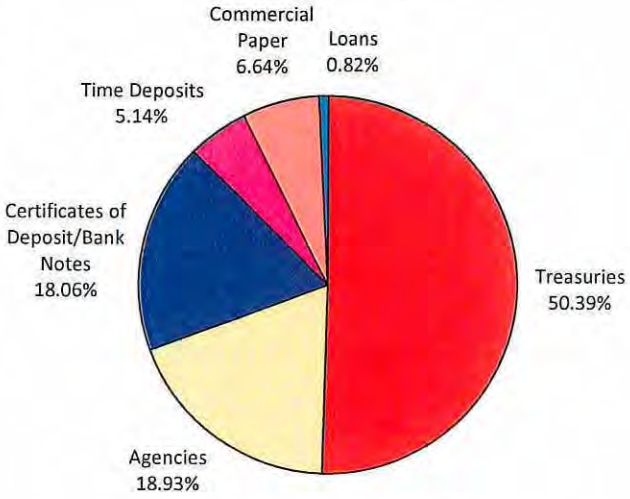
Quarter Ending 06/30/19

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

Aug 2019	2.341
July 2019	2.379
June 2019	2.428

Pooled Money Investment Account Portfolio Composition 08/31/19 $94.8 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 09/11/2019

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **September 24, 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

ATTACHMENTS:

1. CIP Status List
   https://banningca.gov/DocumentCenter/View/6501/Attachment-1-CIP-Update-September-2019

Approved by:



Douglas Schulze
City Manager

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	Waiting on SCE to acquire easement certificate	Bid project.	Open bids and recommend award to City Council	-	$ 79,920
Streets	2016-11	Hathaway/Ramsey Street Intersection	Design	12/12/2016	1/18/2017	95%	Design is under final review."Intent to Appraise" letters sent to property owners. Appraisals are complete. Several right of ways have been acquired.	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	100%	Project awarded on 4/23/19. PO issued and project kicked off. Construction is complete.	Final punch list items.	Notice of Completion recorded. Project closeout and final reimbursement request submitted.		10/1/19	$ 875,000
Streets	STPL 5214 (011)	Ramsey Street, from Hargrave St. to west of Hathaway St.	PS&E	-	-	100%	PS&E are 100% complete. Cultural resources study approved by Caltrans. PS and E documents sent to Caltrans for review and comment. Project bid and awarded.				6/1/19	
Streets	STPL 5214 (011)	Ramsey Street, from Hargrave St. to west of Hathaway St.	Construction	8/27/2019	10/1/2019	-	Project bid out and awarded.	Processing purchase order	Project kick off	AC grinding, overlay, handicap ramp construction and striping.	1/10/19	$ 262,900
Streets	2019-05	Street Rehabilitation at Various Locations	PS&E, Construction					Preparing PS&E and Bid Documents	Bidding	Council award	9/15/19	$ 1,500,000
Streets		Sun Lakes Blvd Extension	General Plan Amendment (IS/MND)	7/9/2019	9/11/2019	5%	Contract awarded, purchase order issued and project kicked off.	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	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%	Kickoff meeting. Submittals Review	Revised 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	Purchasing/Installation	8/27/2019	10/1/2019	15%	Pilot study completed with successful results.	Obtaining Purchase Orders; Staff Training; Developing Workflows; Developing Outreach materials	Kickoff Installation Phase on 10/1/19	Billing System Integration	12/31/21	$ 2,164,077
Wastewater	2018-03WW	Nitrogen Removal Feasibility Study	Planning	9/25/2018	10/4/2018	60%	Evaluation of Treatment Technologies. Workshop provided to City Council and public. Condition Assessment of Existing Plant	Assess Groundwater impacts	Additional Investigations, Sampling; Final Report and Recommendations	Salt and Nutrient Management Plan	12/31/19	$ 351,669
Water	2019-01W	Pelton Wheel and Well Repairs	Construction	12/11/2018	1/9/2019	75%	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	11/30/19	$ 179,885
Wastewater	2019-04WW	Iron Sponge Media Replacement	Construction	3/26/2019	9/9/2019	5%	Council Award; Contract and P.O.; Pre-Con (Kickoff) Meeting	Mobilization	Removal and Stabilization of Existing Media; Inspection of Interior Coating of Vessels	Replace Media; Re-paint Interior of Vessels if Needed; Project Closeout	12/31/19	$ 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	35%	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 90% Design, Site Layout Drawing	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	75%	Kickoff Meeting; Submitted Encroachment Permit to Caltrans; Re-design of Segment C (renamed Segment D due to new alignment); Survey; 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	Preliminary Design	30% Design Drawings	60% Design; 90% Design; 100% PS&E; Environmental; Construction Bid	3/31/20	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;	3/31/20	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	3/31/20	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	6/30/20	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	6/30/20	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	6/30/20	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	6/30/20	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	Preliminary Design for New Sewer Trunk Mains and Force Main; 60% Design; 90% Design; 100% PS&E; Construction Bid	6/30/20	DIF Credits, TBD

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 Civil Engineer

MEETING DATE: **September 24, 2019**

SUBJECT: **Adopt Resolution 2019-17 UA, Approving an Amendment to the Agreement with G & G Environmental Compliance, of Riverside, California for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services in the Amount of $25,000**

RECOMMENDED ACTION:

Staff Recommends that the Banning Utility Authority adopt Resolution 2019-17 UA:

1. Approving an Amendment to the Agreement with G & G Environmental Compliance, of Riverside, California for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services in the amount of $25,000.

2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Amendment to the Agreement with G & G Environmental Compliance for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services.

3. Authorizing the City Manager to execute the Amendment to the Agreement, including term extensions not to exceed a total of five years, with G & G Environmental Compliance.

BACKGROUND:

The City of Banning owns and operates its own sewer collection system. In order to reduce the occurrence of sanitary sewer overflows (SSOs), regular inspections are conducted at

all food service facilities under the Fats, Oils, and Grease (FOG) Control Program. Large commercial, industrial, and institutional users are also inspected regularly to verify compliance with discharge limits and pretreatment requirements. These inspections require specialized training and knowledge and are best outsourced to consultants that provide these services on an as-needed basis for smaller municipalities such as the City of Banning.

With strict discharge limits being enforced at the waste water treatment plant, it is important to monitor the point sources of various constituents such as Nitrogen and Total Dissolved Solids (TDS) so they can be removed to the extent possible before entering the sewer collection system. Assistance in developing new monitoring requirements and guidelines in response to ever-evolving regulations will also be provided by the consultant.

Vendor Selection Process

The City of Banning issued a Request for Proposals (RFP) on April 27, 2018 through its Planet Bids website. Three firms submitted proposals for consideration. A three-member panel evaluated the proposals on qualifications (30%), experience (30%), understanding & approach (30%), and responsiveness to the RFP (10%).

The evaluation scores are summarized as follows:

Company	Score
G&G Environmental Compliance	395
CASC Engineering and Consulting, Inc.	336.67
Lynn Merrill and Associates, Inc.	321.67

JUSTIFICATION:

The amendment is required to continue to use G & G Environmental Compliance's services to complete inspections that ensure compliance with the National Pollution Discharge Elimination System (NPDES) permit and the Waste Discharge Requirements (WDR) at the waste water treatment plant.

FISCAL IMPACT:

The Water and Waste Water funds will each pay for a portion of the costs, based on anticipated work needed for each Division. The cost breakdown:

Fund	Account Number	Cost Allocation
Water	660-6300-471.23-37	$5,000
Waste Water	680-8000-454.23-37	$20,000
Total Amount of Amendment 1		$25,000

The original contract with G & G Environmental Compliance was for $25,000 and Amendment 1 will bring the total contract amount to $50,000.

ALTERNATIVES:

1. Approve Resolution 2019-17 UA.
2. Reject Resolution 2019-17 UA and provide further direction to staff.

ATTACHMENTS:

1. Resolution 2019-17 UA
   https://banningca.gov/DocumentCenter/View/6489/Attachment-1-Resolution-2019-17-UA
2. Request for Proposals (RFP)
   https://banningca.gov/DocumentCenter/View/6490/Attachment-2---RFP---Industrial-Waste-Program-Management
3. Proposal from G & G Environmental Compliance
   https://banningca.gov/DocumentCenter/View/6491/Attachment-3---GG-Proposal
4. Original Agreement
   https://banningca.gov/DocumentCenter/View/6492/Attachment-4---Original-Agreement-with-GG
5. Amendment 1
   https://banningca.gov/DocumentCenter/View/6493/Attachment-5---Amendment-1

Approved by:



Douglas Schulze
City Manager

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RESOLUTION 2019-17 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH G & G ENVIRONMENTAL COMPLIANCE, INC., OF RIVERSIDE, CALIFORNIA FOR INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES IN THE AMOUNT OF $25,000.

WHEREAS, the City of Banning owns and operates its own municipal water system and sewer collection system; and

WHEREAS, discharges for the water system are regulated under the National Pollutant Discharge Elimination System (NPDES) and regular inspections are required to verify compliance; and

WHEREAS, discharges for the sewer system are regulated at the waste water treatment plant under the Waste Discharge Requirements (WDR), most recently updated in June 2016 by the Regional Water Quality Control Board; and

WHEREAS, ensuring compliance with discharge limits at the waste water treatment plant requires regular inspections of point discharges into the sewer collection system; and

WHEREAS, in order to reduce the occurrence of sanitary sewer overflows (SSOs), regular inspection are conducted at food service facilities under the Fats, Oils and Grease (FOG) Control Program; and

WHEREAS, specialized training and knowledge is needed to conduct the required inspections and City staff advertised an RFP to procure these services; and

WHEREAS, G & G Environmental Compliance, Inc. submitted the highest scoring proposal and was subsequently awarded a one-year contract under the City Manager's signing authority; and an amendment is needed to continue to use their services.

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

SECTION 1. Banning Utility Authority adopts Resolution 2019-17 UA, approving an amendment to the agreement with G & G Environmental Compliance, Inc. for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services in the amount of $25,000.

SECTION 2. The City Manager, or designee, is authorized to make necessary budget adjustments, appropriations, and transfers related to the agreement for Industrial Waste

Program Management, FOG and NPDES Inspections and Environmental Compliance Services.

SECTION 3. The City Manager is authorized to execute the amendment to the agreement with G & G Environmental Compliance, Inc., including term extensions not to exceed a total of five years.

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 24th day of September, 2019.

_____
Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:

_____
Laurie Sampson, Acting Deputy Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Deputy Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2019-17 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laurie Sampson, Acting Deputy Secretary
Banning Utility Authority
City of Banning, California

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REQUEST FOR PROPOSAL

FOR

18-015

INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES

CITY OF BANNING

Public Works Department

99 East Ramsey Street

Banning, California 92220

Released on April 27, 2018

REQUEST FOR PROPOSAL (RFP) NO. 18-015

INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE 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 Industrial Waste Program Management Program Management, FOG and NPDES Inspections and Environmental Compliance Services.

NOTICE IS HEREBY GIVEN that online bid price and document submittal must be uploaded to the online bid system in accordance with the instructions included within bid documents for RFP No. 18-015 - Industrial Waste Program Management Program Management, FOG and NPDES Inspections and Environmental Compliance Services, on or before the hour of 10:00 a.m. on May 17, 2018. It shall be the responsibility of the bidder to upload his proposal by the announced time. However, submittals may be submitted at any time prior to the deadline. (Submitted bids may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

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

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

A **Pre-Proposal Meeting will be held on May 3, 2018 @ 2:00 p.m.** at 99 E. Ramsey St., Banning, CA 92220 to discuss the Description of Work. Attendance of the pre-proposal meeting is **not mandatory**.

SEALED BIDS DUE: May 17, 2018 and Opened Publicly online only by 10:00 a.m. Only the Vendor names to be released.

1. BACKGROUND

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

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

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

The City provides wastewater services to residents, and commercial and industrial businesses located in the City of Banning. The City is required by state and federal law to maintain all requirements under the Waste Discharge Requirement Order R7-2016-0015 (WDR) Permit issued by the State Water Resources Control Board of California. One of the requirements of the WDR Permit is to maintain a Pretreatment Program that provides inspection, monitoring, enforcement, and reporting activities necessary to ensure compliance with the discharge requirements of the WDR Permit. The City has two related Ordinances, 1206 and 1271. Additionally, the City is required to maintain its FOG program by performing inspections and outreach to selected businesses. Banning is located in the Colorado River Basin, Region No. 7 (Regional Board), and is a co-permittee for Board Order No. R7-2013-0011 (referred to as "NPDES Permit").

The City manages and implements its NPDES program in house, but now has to perform inspections previously done by the Riverside County Department of Environmental Health (DEH). Therefore, assistance is needed in inspecting businesses that have Hazardous Material and Food Establishment Permits issued by the DEH. The NPDES Permit requires that businesses that have Riverside County Health Department issued Permits be inspected at different frequencies. The City anticipates entering into a contract for these program management and inspection services and possible assistance with related environmental compliance.

2. SCHEDULE OF EVENTS

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

Release of RFP	April 27, 2018
Pre-Proposal Meeting	May 3, 2018 at 2:00 p.m.
Deadline for Written Questions	May 8, 2018 by 3:00 p.m.

Responses to Questions Posted on Web	May 11, 2018 by 5:00 p.m.
Proposals are Due	May 17, 2018 by 10:00 a.m.
Interview (if held)	The Week of June 5, 2018
Approval of Contract	June 26, 2018 (Tentative)

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

3. SCOPE OF WORK

The City of Banning (City) is soliciting proposals from qualified environmental consulting firms to provide project management for wastewater regulatory support services including the management and implementation of the Federal Pretreatment Program (Program) and inspection services for primarily private businesses involving industrial waste and storm water regulations and requirements. Services will include the management of the City's Industrial Waste/Pretreatment program, Fats, Oils and Grease (FOG) and NPDES inspections and possible assistance with related environmental compliance.

The solicited Scope of Services includes, but is not limited to, the following:

1. Industrial Waste Pretreatment Program Management

Currently, there are 3 Industrial User (IU) permits issued by the City of Banning: San Gorgonio Hospital, Larry D. Smith Detention facility and Allen Industries (a non-discharger). Each IU Permit requires self-monitoring reports as determined in their permit to be submitted to City staff and an annual inspection by the City. The selected consultant will manage all aspects of this Industrial Waste Program to ensure the City of Banning is meeting all of the requirements of the WDR. The Program services include on-site inspections, monitoring, permitting, coordination of work with other City departments as required, developing and maintaining the Program database and any administrative functions required to support the Program. The Program also provides protection to the environment and the public through inspection and educational outreach efforts designed to prevent sanitary sewer overflows; spill prevention programs that safeguard the sewer from flammable and toxic chemicals; and proactive food service and automotive repair programs that reduce the amounts of fats, oils, and grease that enter the sewer system. The City of Banning's goal is to have a cost effective Program that will provide the following:

- Manage three (3) Industrial User Permits.
- Conduct Industrial User site inspections at least once per year.
- Review and evaluate Self-Monitoring Reports (SMRs) from permitted users to ensure compliance.
- Prepare and complete all required regulatory reports as required by the Wastewater Discharge Requirements (WDR).

- Conduct necessary follow-up site inspections for new or tenant improvement projects that require Program involvement.
- Maintain IU data and schedules in the City's XC2 data management system.
- Provide monthly status reports to the City and attend any meetings required to maintain effective communications.

2. Fats, Oils and Grease (FOG) Control Program

FOG control program services to prevent excessive accumulation of Fats, Oils and Grease includes the management and assistance in administering the FOG control program to ensure compliance with Federal, State and local environmental laws. FOG inspections are performed semi- annually at food service and automotive repair businesses throughout the City. The consultant shall prepare a FOG inspection form for the City's approval and perform FOG inspections of required food service establishments as directed by the Water/Wastewater Superintendent. Educational outreach, including BMPs and recommending solutions to businesses with non-compliance status will also be included. All of the inspections and results shall be tracked on both a Spreadsheet and XC2 data management program and provided to him monthly. Any inspections that prove to be non-compliant shall be re-inspected until compliance is achieved. There are approximately 50 or more facilities that will be inspected annually.

3. NPDES Inspections

The City is co- permittee on NPDES Permit No. R7-2013-0011in the Whitewater River Region and the Permit requirements are explained in the SWMP. The County DEH issues Hazardous Material Permits to facilities that are required to be inspected by the City either annually or every three years. Additionally, retail food service facilities with Food Establishment Permits must be inspected once per Permit term. Engineering Division staff has a current database of the facilities and an inspection form for each of the two types of facilities. Services would include performing the NPDES inspection per the City's inspection form and updating and maintaining the current Spreadsheet and providing this to the Associate Civil Engineer monthly. Also, periodically check the DEH website for new businesses that obtained DEH Permits requiring City NPDES inspections. Follow-up inspections for non-compliance and BMP educational outreach to the business owners would also be required during the NPDES inspection. It is estimated that 50 or so businesses would be inspected each year, but the number will vary.

4. Environmental Compliance Special Services, if requested, may include:

Provide training to staff and develop training materials on Federal or State environmental regulations, NPDES requirements, BMPs, etc.

Review and approve developer's plans for pretreatment processes, provide comments on proposed project applications, review and approve technical specifications for pretreatment processes.

Assist Public Works Department staff with environmental compliance of State of California requirements (such as for hazardous waste, Industrial General Permits and CUPA facilities), when needed, and provide answers and clarifications to regulations and questions from staff and other agencies.

Possible meetings with City staff, developers, civil engineers, and other regional agencies.

4. PROPOSAL FORMAT GUIDELINES

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

Proposal should be typed and should contain no more than 30 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and required City forms. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Cover Letter**

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

- **Background and Project Summary Section**

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

- **Methodology Section**

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

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external

stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

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

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

- **Qualifications**

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

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

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

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

Information provided shall include:

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

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

- **Financial Capacity**

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

- **Fee Proposal**

Due to the fact that this is an on call type of contract and thus the exact scope is not known at this time (total number of FOG and NPDES inspections for example). The selected consultant shall provide a Scope of Work and Cost proposal for each new project/task throughout the contract term upon the City's request. The Fee Schedule, shall be submitted online as a separate sealed document "COST FILE", shall be broken down on separate sheets as follows:

Billing rates per classification of personnel and "Other Direct Costs" will be indicated for each task mentioned under the "Consultant Scope of Services/Tasks". This will ensure the City knows which staff and associated costs will occur for each task, such as FOG or NPDES inspections.

A current hourly Fee Schedule for Fiscal Year 2018/2019 and classification of personnel for the firm, along with the type of work they 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 as "Other Direct Costs". Proposals should be prepared in a straight forward manner.

- **Disclosure**

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

- **Sample Agreement**

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

- **Checklist of Forms to Accompany Proposal**

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

(1) Ex Parte Communications Certificate

(2) Price Proposal (Online Rate Sheet)

(3) Disclosure of Government Positions

(4) Disqualifications Questionnaire

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

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

- **Preparation of Proposal**

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

- **Submission of Proposals**

Complete proposals must be submitted and received no later than the deadline.
Proposals will not be accepted after this deadline.
Proposals submitted in paper form, faxed or e-mailed will not be accepted.

Submit proposals electronically by visiting the City of Banning Planetbids Vendor Portal at http://www.planetbids.com/portal/portal.cfm?CompanyID=33077. Click on the "Bid Opportunities" link. Next, "Log In." Enter your User Name and Password. Click "Bid Opportunities" and then select the Request for Proposal (RFP). Click on "Place eBid" and follow the instructions. Financial Statements only can be delivered separately to the Purchasing Division in a sealed envelope marked confidential if preferred. The Financial Statement shall be to the attention of Jennifer McCoy in a sealed envelope identified on the outside with the Bidder's Business Name, Proposer Identity— with the RFP number and the due date. Be sure to label and deliver following same deadline requirements.

- **Inquiries**

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

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

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

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

6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with the City's Purchasing and Procedures Policy (Policy). The overall responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. Project Team Qualifications-------30%

Qualifications/Relevant Individual Experience with Industrial Waste, FOG and NPDES inspections and environmental compliance.

2. Firm's Experience/Capabilities-------30%

Demonstrated capability on similar/related projects for other agencies and provided examples.

3. Project Understanding and Approach-----30%

Demonstrated knowledge of the work required. Provided an explanation how they would provide the services to the City. Showed familiarity with Industrial Waste program management, FOG and NPDES inspections and regulations.

4. Responsiveness to the RFP ----10%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

A. Responsiveness Screening

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

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's

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

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

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **June 5, 2018** and will be conducted at City of Banning City Hall, 99 E. Ramsey St., Banning, CA 92220. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

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

8. PROTEST PROCEDURES

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

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

9. CONFIDENTIALITY

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

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

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold

the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

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

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

11. CONFLICT OF INTEREST

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

12. DISCLOSURE OF GOVERNMENTAL POSITION

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

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as (See Online Attachment, ***"Professional Services Agreement Sample"***), to this RFP, which may

be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

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

14. DISQUALIFICATIONS QUESTIONNAIRE

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

15. STANDARD TERMS AND CONDITIONS

Addendums

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

Cost for Preparing Proposal

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

Insurance Requirements

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

5/15/2018

Mr. Perry Gerdes
City of Banning Water/Wastewater Public Utilities
176 East Lincoln Street
Banning, CA 92220

SUBJECT: PROPOSAL TO PROVIDE INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES

Dear Mr. Gerdes:

The attached proposal is in response to the City of Banning's Request for Proposal (RFP) to provide Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services dated May 7, 2018. G&G has put together a dedicated team of highly qualified regulatory compliance managers, Pretreatment and Stormwater Program inspectors and knowledgeable administrative support staff. Our team's extensive experience in all areas required by this RFP combined with our previous experience working directly with the City of Banning's Public Utilities Department gives us unique qualifications and experience that will allow G&G to immediately respond to the program needs.

G&G understands the priorities related to the inspection, monitoring, compliance assurance and reporting requirements contained in the RFP and structures our project approach using the experience we have in all key areas when implementing regulatory programs. Project schedules with key deadlines for initial inspections, monitoring and reporting are stored in a Microsoft Outlook calendar system with early reminders to ensure all work is performed on time. Each inspector carries a planner with key follow-up dates and appointments that are communicated within the project team to enhance the quality first approach that we take with all assigned tasks.

All assigned tasks are distributed to certified inspection staff based upon level of certification and complexity of the tasks. Staff meetings occur frequently to discuss issues and progress with the project and provide the inspection staff with feedback from senior staff and management to ensure a consistent approach is taken for resolving issues throughout the team. Communication of all work products and issues are the key to what allows G&G to provide seamless regulatory support that keeps City staff and management updated on all critical activities.

Inspection schedules will be developed based upon current information contained in Industrial/Commercial User Surveys, existing databases and information gained during inspection activities. The database of users will continually be maintained through plan check records, business licenses, and field observations.

All inspections will be performed at a minimum frequency as indicated in the RFP, but G&G understands that the actual number may be greater depending upon compliance

and other factors which change the frequency of inspections. The G&G staff members identified in this proposal have a range of skill levels that allows our Project Manager to assign the appropriate skill level to each task which produces the most efficient use of available resources.

G&G is submitting a proposal with a time and material cost based upon our FY18-19 adopted Rate Schedule. All fee material has been uploaded to a separate file folder as indicated in the RFP:.

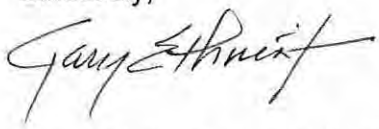
G&G looks forward to the opportunity to work with the City and their customers in improving the opportunities to protect the beneficial re-use of treated municipal wastewater, improve stormwater quality, and ensure compliance with all existing and future regulatory requirements that apply to the City.

On behalf of G&G, I am pleased to provide our proposal. Any questions or comments regarding the attached proposal that may arise during the evaluation period should be directed to:

Gary Ethridge, President G&G
5053 La Mart Drive Suite 203
Riverside, CA 92507
Office: (951) 683-3538 Fax: (951) 683-3859
Cellphone: (951) 858-1542
e-mail: ge@ggcorp.net

The attached Proposal and Fee Schedule (separate envelope) shall remain valid for a period of at least 180 days from the date of the submittal.

Sincerely,



Gary Ethridge, President G&G

cc: Gary DeFrese, Vice President G&G
Lia Titizian, Operations Support Manager G&G

5/15/2018

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Sincerely,



Gary Ethridge, President G&G

cc: Gary DeFrese, Vice President G&G
Lia Titizian, Operations Support Manager G&G

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Background

G&G understands the scope of work as stated in RFP to provide administrative, technical, and professional regulatory program services related to the Industrial Pretreatment Program; the Fats, Oils, and Grease (FOG) Control Program; and the NPDES (Stormwater) Program.

G&G is very familiar with the City and the surrounding area due to our previous work with the City's Industrial Pretreatment Program in addition to other programs in Beaumont, Colton, Yucaipa, Redlands, Riverside, and San Bernardino. We have also worked closely with State regulatory staff and management at both the Santa Ana Regional Board and the Colorado River Basin Section for more the past 18 years.

G&G has been providing regulatory support services for municipal agencies for 18 years and is managed by two seasoned professionals with more than 30 years of experience in the wastewater, stormwater, and reclaimed water programs. G&G provided Industrial Pretreatment Program services for the City of Banning from 2010 through 2015. We have since added certified staff in the stormwater program area.

The G&G team is comprised of technical and professional staff at various skill levels that will allow for the delegation of work in each program area to the most appropriate skill level to maximize the use of resources and to provide the City with regulatory support services that assure the most value for the City and their customers. Many of our team members are proficient in different program areas identified in the RFP which enhances the availability of resources at any given time to respond to emergent issues.

Project Summary

Industrial Pretreatment Program Management

The work plan that follows is organized into the essential program areas (Inspection, Monitoring, Permitting, Enforcement, and Administration). Also included are statements related to the coordination of these key tasks with City personnel and management, appropriate regulatory agencies, and the Industrial and Commercial Users.

Inspections:

- All permitted users, significant, non-significant and commercial industrial users will be inspected in accordance with the type and significance of their discharge, (Commercial Users), restaurants and automotive facilities will be inspected as often as needed to prevent any possible sanitary sewer overflows due to excessive oil and grease in the sanitary sewer system from them types of facilities.
- Conduct site inspections for permit renewal process; perform follow-up inspections as needed due to process changes and/or violations.

- Surveillance monitoring will be performed as needed to monitor any industrial users that are suspected of causing any adverse impact on the City's POTW. Surveillance monitoring will also be conducted downstream of any industrial user that may be on a compliance schedule to install pretreatment equipment due to past violations.
- Self-monitoring reports will be reviewed for proper documentation including certifications, chain of custody, proper sampling and analysis procedures and proper analytical method used as outlined in 40 CFR 136.

Permitting:

- Permitted industrial User files will be reviewed on a continuous basis and evaluated for proper category, up to date with compliance in accordance with their permit and any new regulations that may have been approved by the EPA. Permits will be revised as needed.
- Permits are generally written for 1-3 years in duration. This is determined by the IU designation (permit classification) and the processes that are being permitted as well as the potential for changes to occur during the permit period. No permit may be issued for a period longer than 5 years.

Enforcement:

- Any violations will be immediately followed up on using the City's procedure outlined in the current Ordinance. All violations will be evaluated on a case by case basis to determine the significance and any possible POTW, environment and/or city worker impact.
- The goal is to resolve and eliminate violations at the lowest level of enforcement as described in the current Ordinance.
- All enforcement actions are documented and placed in the file (both electronically and hard copy) to establish compliance history.
- Enforcement actions will be reported and communicated to designated City management to ensure feedback and input from the City prior to commencing with punitive type enforcement such as fines, non-compliance fees, or permit suspensions, etc.

Administration:

Administration of the Program includes the day to day activities of documenting, filing, telephone calls, preparing reports, data entry, review of program documents (i.e., Ordinances, ERP, local limits, interjurisdictional agreements, etc.) and any necessary coordination of activities. Some of those activities are described below.

- All required reports will be prepared using data acquired and put into the City's data management program and forwarded to City's staff for review and approval.
- Each quarter industrial users will be evaluated for compliance, industrial users determined to be in significant non-compliance (SNC) will receive a letter after the annual report is prepared.

- All industrial data and activities performed, including copies of permits, sampling and analysis reports, inspection reports, phone events, sampling events, letters, violation notices, follow up inspections and etc. will be kept in the Industrial Users files. All files will be kept organized.
- City's local limits will be reviewed and evaluated on a continuous basis.
- Any significant change in level will cause the local limit for that constituent to be changed. All industrial users will be notified of the change or changes and the effective date. Any headwork loading for any constituent at City's POTW that could cause any possible WDR permit issues will be evaluated and a new local limit will be calculated.
- A report will be prepared for City staff to review and approve.
- Documentation will be sent to the RWQCB informing them of any local limit proposed changes, after their approval G&G will move forward, prepare new local limits, revise ordinances and local limit resolution for City staff review, approval and submittal to City attorney and City Council for approval at a public meeting as required.
- A monthly report will be provided to City staff updating them on the status of the pretreatment program. G&G staff will meet at least every two weeks with the City's Water/Wastewater Public Utilities Superintendent keeping him informed of the status of the program, industrial user violations and any other important issues.

Proposed Quality Assurance Program (QA/QC)

All G&G inspectors working on technical aspects of the City's pretreatment program will be certified according to the duties they are performing, all decisions, supervision and management will be performed by a Grade 4 Environmental Compliance Inspector.
In the event of an EPA Pretreatment Compliance Inspection or Audit G&G staff will assist the City staff with any and all technical aspects of the inspection and reporting requirements that may be required by State and/or EPA.

G&G staff is committed to work with City's industrial users in a professional manner at all times and assist them in a manner to achieve compliance with the least impact. The following Table indicates the adequacy and utilization of G&G resources in accomplishing the tasks necessary to successfully implement the Pretreatment Program for the City.

Fats, Oils, and Grease (FOG) Control Program

G&G inspectors have been performing restaurant and automotive interceptor inspections for over 10 years in cities throughout southern California. G&G has successfully performed FOG Control Program inspections for the City of Banning (since 2007); City of Colton (since 2005); Western Municipal Water District (2003-2012); City of Corona (since 2009); and Yucaipa Valley Water District (since 2008). G&G has also developed Sewer System Management Plans (SSMPs) for each of these agencies that integrated the FOG Control Programs as a means by which each agency can document the reduction of sanitary sewer overflows related to oil and grease blockages. Our inspectors are highly skilled in detecting poorly maintained interceptors and the lack of Best Management Practices at each facility and are able resolve many of these issues quickly through

education and courteous service which maintains good working relationships with small business owners and the City. An effective FOG Control Program is also important in protecting the City residents from the hazards associated with off-site spills as well as improving the quality of stormwater runoff during the wet weather seasons.

G&G follows a written program of progressive enforcement for all continuing violations that results in rapid responses to all violations that corrects violations at the lowest levels of enforcement and minimizes liability for the City when auditors from the Regional Board, EPA, Health Department, or other regulatory agencies occur.

NPDES Inspections

G&G will work with the City of Banning to establish a definitive completion schedule, as needed, for work described under the RFP's Scope of Work:

NPDES Program Administration and Representation

1. G&G will attend and represent the City at the following meetings:
   a) Riverside County Task Force Meeting, including any subcommittees, as requested.
   b) Santa Ana Regional Water Quality Control Board meetings, as requested.
   c) Design Review Committee and Development Services Department meetings, as requested.
   d) Other NPDES Regional area-wide program meetings, as requested.
2. G&G will assist in the review and provide conditioning for new development projects to ensure proper measures and Best Management Practices (BMPs) are in place and in compliance with the Riverside County MS4 Permit.
3. G&G will assist City with other Stormwater Management Program administrative and management tasks, as requested. Tasks can include: compliance program guidance, advise on technical policy issues, review/update Ordinance, Resolutions, processes and procedures, prepare stormwater reports and document, and provide technical support to other City departments.

Inspection Program

G&G has the capability of providing a variety of inspection services as it relates to Construction, Commercial, Industrial, Restaurants, Construction, Post-Construction, and Municipal facilities. The inspections program shall include compliance with the current version of the General Construction Permit, the General Industrial Permit, the Riverside County MS4 Permit, and other programs as applicable.

G&G will follow established guidelines as set in the Riverside County MS4 Permit (Sections X1.A (General Requirements), XI.C (Industrial Facilities), and XI.D (Commercial Facilities)) and in the Riverside County Drainage Area Management Plan (DAMP) (Section 8).

The frequencies of the inspections shall be determined based on the prioritization category set in the MS4 Permit, DAMP, General Construction Permit, and General Industrial Permit.

When conducting inspections, at a minimum, the following are addressed for each Business/Facility Type:

Industrial Facilities:

- Verification of the type (or types) of industrial and/or commercial activities and facility SIC codes;
- Submittal of a NOI to comply with the Industrial General Permit, if applicable based upon the facility's SIC code;
- Compliance with the Co-Permittee's Stormwater Ordinance;
- Observation for non-stormwater discharges, potential IC/IDs to the MS4;
- Potential discharge of Pollutants in Urban Runoff from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), Waste handling, Hazardous Materials handling or storage, delivery areas or loading docks, or other outdoor work areas;
- Implementation and maintenance of appropriate or minimum BMPs;
- Qualitative assessment of the effectiveness of the BMPs implemented; and
- Education regarding stormwater Pollution Prevention.

Commercial Facilities and Restaurants:

- Oil and grease disposal to verify that these wastes are not poured onto parking lots, streets, or adjacent catch basins;
- Trash bin areas, to verify that these areas are clean, the bin lids are closed, the bins are not used for liquid waste disposal and wash water from the bins is not disposed into the MS4;
- Parking lot, alley, sidewalk and street areas to verify that floor mats, filters, and garbage containers are not washed in those areas and that no wash water is disposed of in those areas;
- Parking lot areas to verify that they are cleaned by sweeping, not by hosing down, and that the facility operator uses dry methods for spill cleanup; and
- Violations of the Stormwater Ordinance are enforced by the Co-Permittee.

Environmental Compliance Special Services

Because G&G management and staff have managed, developed and implemented regulatory compliance programs for so many years and for many city and municipal agencies, we have extensive experience in all areas of environmental and regulatory compliance that may arise. G&G has experience in the following:

- Preparing Ordinances and Enforcement Response Plans;
- Sewer System Management Plans;
- Backflow Prevention, Cross Connection Control, and Reclaimed Water services;
- Commercial and Industrial Surcharge Programs (Special Billing Programs for high volume and high strength wastewater producing customers);
- Stormwater Pollution Prevention Plans (SWPPPs);

- Spill Prevention, Control and Countermeasures (SPCC) Plans;
- Sewer Rate Development;
- Interjurisdictional Agreements;
- Hazardous Material Business Plan (HMBP) Inspections;
- Plan Check services for new or tenant improvement projects; and
- XC2; Linko CTS, and iPACS Pretreatment Program database knowledge

This range of experience sets G&G apart from other consulting firms. Our managers had careers with public agency positions prior to entering the field of consulting so we are familiar with the day to day dynamics that require a broad range of expertise to address the issues that public agency regulatory programs must respond to that are outside their normal daily routines.

Methodology

Project Approach

G&G will approach this project by establishing a basic schedule of activities for each of the listed program area recognizing that work will be approved on an as-needed basis (i.e., on-call). While the regulatory programs have a minimum frequency for regulatory oversight (inspections, monitoring, and reporting, etc.) there are always going to be emerging needs that impacts the actual number of tasks that will need to be performed.

G&G has a wide range of skills levels for the tasks identified in the RFP and will attempt to assign specific tasks to the most appropriate skill level based upon the complexity of the task and the urgency that the task needs to be performed. Our approach in general is to assign to initial task to a junior level inspector and provide oversight and feedback to ensure the highest quality deliverable is produced. Our quality control consists of review of inspection forms, follow-up inspections when needed, and written procedures related to data review, input, and all non-compliance activities.

G&G also understands the importance of communication with the City on all the activities that are assigned. Our goal with communications is that there is a seamless interface between the City staff and managers and G&G staff. The Project Manager is the primary point of contact, but staff level communications will occur as frequently as needed to ensure timely completion of all tasks and adequate internal review before signing off on the task completion.

G&G's goals with all deliverables is that they are timely and of high quality. Periodic staff meetings will be scheduled on a routine basis to meet with City stakeholders to gauge the level of satisfaction and to communicate upcoming activities as well as to gain information on emerging issues that need to be folded into the schedule. G&G will develop a project schedule prior after meeting with City staff to ensure a complete list of scheduled activities. All deadlines (reporting, monitoring, inspections, etc.) will be calendared in Microsoft Outlook to ensure all deadlines are met. The level of transition is seen as minimal as G&G staff and management are very familiar with the City, its regulated users, database systems, and City staff and management.

G&G anticipates a kickoff meeting to last about 60 minutes which will allow us to gather all remaining information and to orient ourselves with the filing system, the computer where electronic data is entered, and a list of key City staff contact information.

Providing Pretreatment Program Inspection Services and NPDES (Stormwater) Inspections services allow G&G to consolidate on-site inspections to cover both inspections during one visit which will reduce the overall cost of the programs.

Additionally, since G&G performs similar functions for other small cities, there is an economy of scale where program information, forms, procedures, etc. are "shared" which reduces overall program development costs.

G&G does not own, lease, or rent and properties within the City of Banning. While our cost proposal will include travel expenses, the cost of said travel is minimized by scheduling activities that will require the better part of a day to complete rather than driving to the City to complete one or two tasks.

Staffing

The following table outlines the qualifications and credentials of each of our team's key personnel. It also provides some insight into the value each person adds to the local limit project for IEUA. Complete resumes are included in Appendix A. All identified key personnel will be available for the duration of the project and shall not be removed or replaced without written concurrence of the City.

Key Staff	Qualifications	Value to the City of Banning
 **Gary Ethridge, MSEM** **Project Manager** **Education** M.S., Environmental Management, Chadwick University B.S., Environmental Science, University of California **Professional Certificates** CWEA Grade IV ECI Project and Program Management Telephone No. (951) 683-3538	➢ Over 25 years of experience in industrial wastewater pretreatment program and regulatory compliance field ➢ Former Director of Environmental & Regulatory Compliance for EMWD ➢ President & CEO of G&G Environmental Compliance, Inc. ➢ Over 20 years PTP Management ➢ Developed Reclaimed Water Program – EMWD ➢ Directed Cross-Connection & Backflow Prevention Programs – EMWD ➢ Program Manager for Pretreatment & Stormwater Programs – City of Colton (2006-present) ➢ Project Manager for five separate regulatory programs for the City City of Corona (2011-present)	➢ Extensive experience with Pretreatment Program and Source Control Program Management ➢ Experience with the City of Banning's Regulatory Programs ➢ Strong background in Pretreatment, Stormwater, hazardous materials mgmt., backflow prevention, cross-connection control, and reclaimed water use. ➢ Developed Best Management Practices Manual for the Use of Reclaimed Water – EMWD ➢ Strong background in Federal Regulations for Water, Reclaimed Water & Wastewater Programs ➢ Well respected in the regulatory community with excellent working relationships with Regional Board, County Health staff and EPA.

Key Staff	Qualifications	Value to the City of Banning
 **Gary DeFrese** **Source Control Lead** **Education** A.A.- Riverside City College **Professional Certificates** CWEA Grade IV Environmental Compliance Inspector Pretreatment and Stormwater Program Management	➢ Former PTP Manager for the City of Riverside ➢ Former member of the County of Riverside's Environmental Crimes Task Force ➢ Over 30 years PTP Experience including local limits development ➢ Regulatory advocacy for municipal agencies with state and federal regulatory agencies ➢ PTP Management for the City of Corona (2010-present) ➢ PTP Management for the City of Banning (2008-present)	➢ Well respected in the regulatory community with excellent working relationships with Regional Board staff and EPA ➢ Excellent knowledge of Industrial Inspections, monitoring, compliance assurance strategies, permitting, and local limit development ➢ Experience with the City of Banning commercial and industrial users, City policies and procedures, and PTP database and regulatory reporting.

G&G's Project Team

G&G has adequate staff levels to implement the program throughout the contract period. The proposed team is essentially the same team that is currently performing the work for the City. Our familiarity with the City and key staff and management will allow the G&G team to hit the ground running with no delays in getting acquainted with the area or the various program tracking systems; Industrial User base; regulatory agencies; and City policies. Our team is organized to take advantage of the strengths of our expert staff, while keeping the structure streamlined to maintain efficiency, quality, and accountability. G&G is a small business located in Riverside, so we are very accessible.

Gary Ethridge has directed programs and projects in the water and wastewater field for over 25 years. He currently serves as the Program Manager for all G&G implemented regulatory programs. His strong background in public agency programs involving the treatment of wastewater, beneficial use of treated wastewater (reclaimed water), protection of the public water supply, and all associated regulatory requirements associated with these programs was first developed during his position as director of Environmental & Regulatory Compliance Department for Eastern Municipal Water District. He will serve as the primary point of contact at G&G and fill the role as Project Manager.

Mr. Gary DeFrese will serve in the role of Technical Lead which reflects his experience level and familiarity with Pretreatment Programs. He holds a CWEA Grade IV ECI certification and many years of experience in wastewater regulatory programs. He has

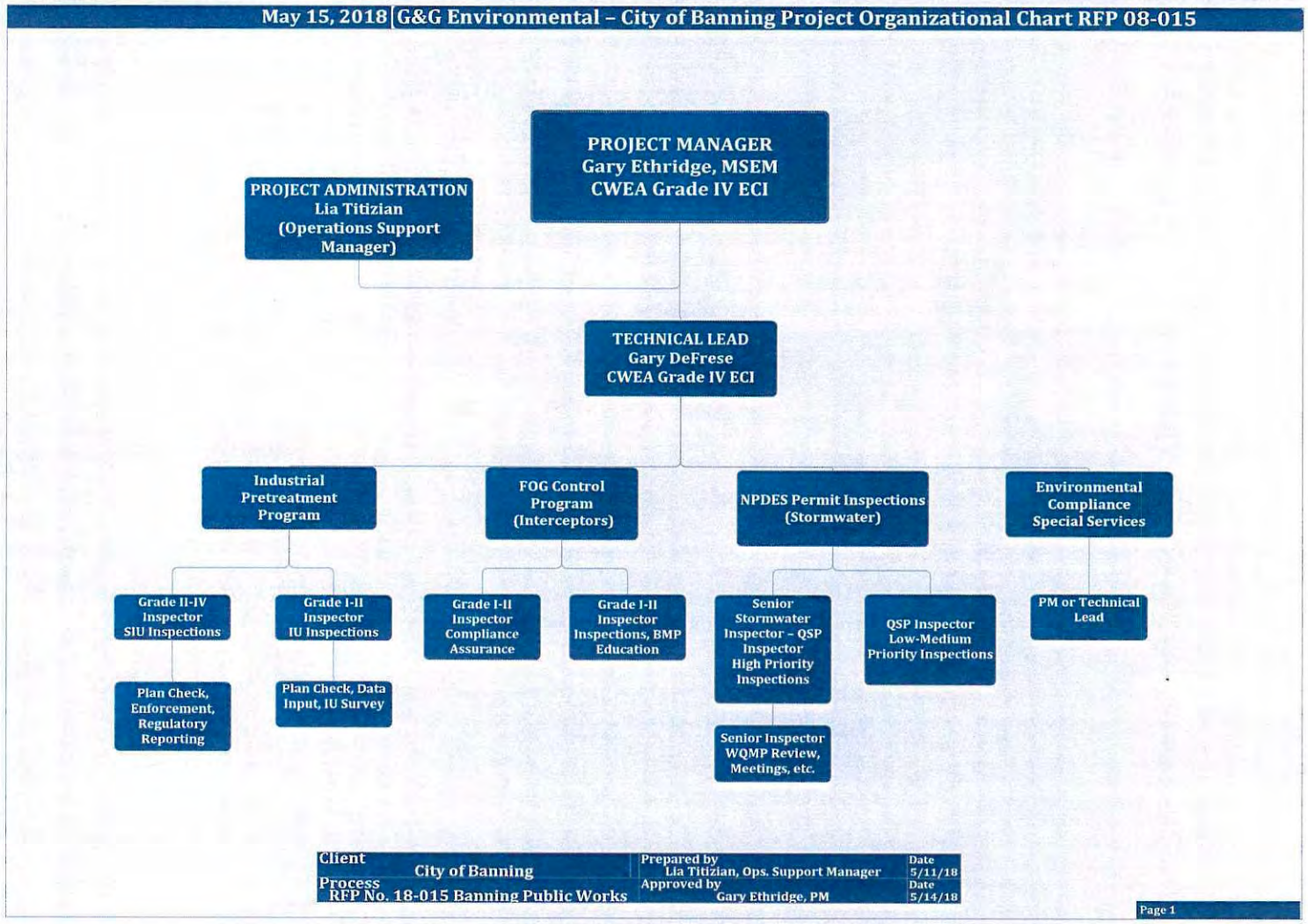
managed the City of Riverside's Pretreatment Program as well as the City of Corona and has been instrumental in the continued improvements of each of these programs during his tenure as a City employee and as a consultant for G&G. His extensive PTP experience, stormwater program management, and hazardous material response will be essential in responding to a wide range of wastewater and regulatory program issues.

Mr. Joseph Rosales will be performing the Senior Stormwater Inspector duties. Joe has over 20 years of professional environmental experience including 12 years of experience in MS4 program management, administration, and overall MS4 program compliance. He holds numerous Stormwater certifications that showcases his high level of knowledge and experiences in the Stormwater industry. Joe will be working closely with our other Stormwater Inspector, Mr. Ryan Stanton who holds a QSP Certification and has over three years of experience in the Stormwater Inspection field.

Also available in this project is Mr. Arif Baseer who holds a CWEA Certified Grade II Environmental Compliance Inspector. Arif has over 3 years of experience working in PTP's throughout the Inland Empire (City of Colton, Yucaipa Valley Water District, City of Banning, City of Corona, City of Beaumont and Home Gardens Sanitary District). He has experience in permitting, regulatory reporting, PTP facility inspections, plan check, stormwater inspections, and compliance assurance. Arif is also proficient in spreadsheet and database applications that are used in tracking PTP activities.

As needed, G&G also has a Grade I and Grade II qualified Environmental Compliance Inspectors (Ryan Stanton) that can assist our key staff members in the day to day FOG Program inspections and other non-significant industrial user inspections, and site survey activities.

G&G's PTP Organizational Structure



Qualifications, Related Experience & References

Company Background

G&G Environmental Compliance, Inc. (G&G) is an environmental science and regulatory compliance Management Company that has been providing regulatory compliance services to public and private sector clients since 2002. G&G is an S-Corporation and designated small business entity whose primary business focus is water and wastewater compliance regulatory program management.

G&G Brings the City of Banning Knowledgeable and Experienced Resources to the following programs

- Over four decades of municipal and industrial experience.
- Pretreatment (Source Control) Program development and Management.
- Cross-Connection Control & Reclaimed Water Program Development & Management.
- Backflow Prevention Program Development & Management including Device Testing.
- Knowledge of Banning's Regulatory Programs

G&G staffing levels range from 10-14 employees depending upon the number of programs and/or projects we support.

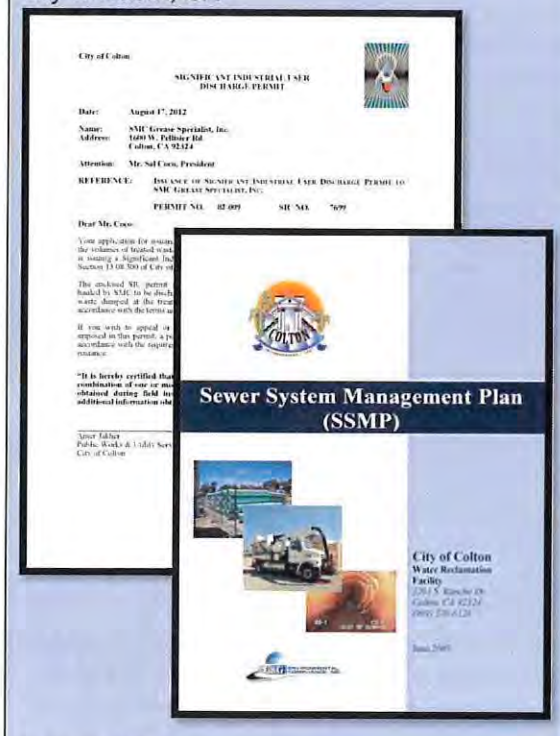
G&G has continued to maintain continuous growth during the 13 plus years since incorporating and maintains stability through advanced planning and a carefully developed business plan that blends programs and projects in a manner that has enhanced the company's sustainability even during slow economic times nationwide. There are currently no pending or anticipated conditions that would impede our ability to obligate the required resources for the full term of the project. Senior staff and management at G&G have a unique blend of knowledge in city and municipal agency programs combined with specific expertise in state, local, and federal environmental & regulatory compliance requirements.

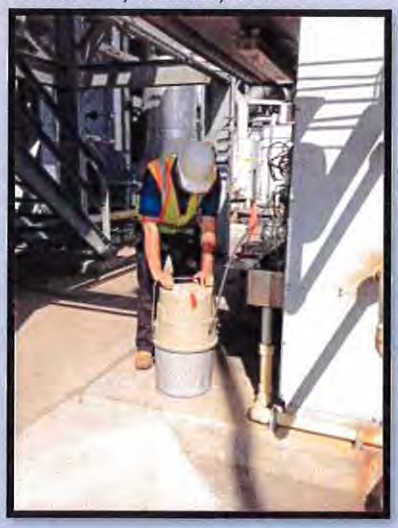
G&G manages and implements several Inland Empire PTPs and continues to expand program scopes to include stormwater, backflow prevention, reclaimed water programs, and the development of Best Management Practices.

Most of G&G's business over the past 18 years has been in developing, managing, and implementing regulatory programs for City and Municipal Agencies. G&G understands the need for effective responses to client needs and the cooperative efforts between all parties to ensure a seamless effort enhanced by good communications and timely deliverables.

Project Experience

Below are representative projects that have been completed (or are ongoing) by G&G that demonstrate experience and success in the Regulatory Compliance Program area. Valuable experience is gained from each different Pretreatment Program that can be used to evaluate the most cost effective and beneficial strategies in the implementation of the Pretreatment Program for the City of Banning.

Projects and Clients	Project Description and Relevance to the City of Banning
Pretreatment Program Management *City of Colton, CA*  **Period of Service:** July 2004 – Current **Contact:** David Kolk, PhD Public Works and Utility Services Director (909) 370-5572-5948	**G&G developed and continues to implement Pretreatment Program (PTP) for the City of Colton - City of Colton, CA.** G&G has successfully developed the PTP Ordinance, Local Limits, Enforcement Response Plan, and Sewer System Management Plan (SSMP) for the City of Colton. G&G has been retained to perform this work continuously for the past 10 years. The program consists of inspections, compliance tracking, enforcement, regulatory reporting, budgeting, sewer rate studies, interjurisdictional agreements, stormwater program management, and industrial user monitoring. G&G has developed a data base tacking software and also utilizes the LINKO CTS software for tracking compliance status for all Industrial Users. **Relevance to the City of Banning** ➢ The PTP work in Colton involves the same type of tasks being requested under this RFP and uses the same types of monitoring equipment, vehicles, safety equipment, and expertise that G&G already employs. ➢ Staffing levels in this program are minimal and when workloads are slow in Colton, the staff at that location provide backup (redundancy) for other programs managed by G&G that may require additional resources during high workload periods. ➢ G&G staff & management have over three decades of experience implementing PTP and employ staff at all levels and certifications which allows G&G to assign the wide range of tasks that arise to the most appropriate skill level to assure the most efficient use of resources.

Projects and Clients	Project Description and Relevance to the City of Banning
Pretreatment Program Management Services *City of Corona, Corona, CA*  **Period of Service:** October 2010- Present **Contact:** Ms. Katie Hockett Katie.hockett@CoronaCA.gov (951) 279-3601	**G&G staff provides ongoing Pretreatment Program services to the City of Corona DWP** The City of Corona DWP has retained the services of G&G since 2010 to implement the Industrial Pretreatment Program. Since that time G&G has successfully implemented an effective program with updates to legal authority documents, successful compliance assurance programs, improved interceptor maintenance program, and timely response to violations. G&G issues permits on time and assists in all regulatory reporting as required by state and federal agencies. **Relevance to the City of Banning** ➢ The knowledge in all existing City Source Control program areas gives G&G the advantage of experience with the data tracking and filing systems, internal and external customers, and established relationships with all key stakeholders in the program. ➢ G&G also has historical perspective of the City's goals related to beneficial uses for reclaimed water, enforcement philosophies, customer service, and electronic and hard copy filing systems. ➢ G&G has established excellent working relationships with the regulatory agencies that audit the Source Control Program and has received high marks for the City's program implementation.
Pretreatment Program Management Services *City of Banning, CA*  **Period of Service:** 2008 - 2015 **Contact:** Mr. Perry Gerdes Perry.Gerdes@ci.banning.ca.us (951) 922-3281	**G&G staff provides ongoing Pretreatment Program services including local limits development to the City of Banning** The City of Banning retained the services of G&G from 2008 until 2015. G&G developed an Ordinance, Enforcement Response Plan, procedures, permit files, and conducted a local limits review and development in 2012. G&G also prepared an Approved Pretreatment Program submittal which included all required program elements to gain approval from the US EPA. **Relevance to the City of Banning** ➢ Years of experience working with the City's Industrial Users, database management system (XC2), and City staff and Management will allow us to begin work immediately. ➢ Experience dealing with a wide range of Industrial Users and understanding the specific treatment technologies and best management practices for achieving compliance ➢ Includes analysis of and identification of locations for collection system monitoring of non-controllable sources

Projects and Clients	Project Description and Relevance to the City of Banning
Pretreatment Program Management Services *Yucaipa Valley Water District, Yucaipa, CA*  **Period of Service:** February 2005- Present **Contact:** John Wrobel, Public Works Manager jwrobel@yvwd.us (909) 797-5117	**G&G staff provides ongoing Pretreatment Program services to the Yucaipa Valley Water District** Yucaipa Valley Water District has retained the services of G&G since 2005 to implement the Industrial Pretreatment Program. Since that time G&G developed a revised Ordinance, new local limits, and an Enforcement Response Plan. The local limit study was completed in 2010 and a follow-up study on TDS was conducted in 2013 in response to new treatment systems installed at the POTW. G&G also implements the day to day inspection, enforcement, permitting, and reporting functions related to the approved Pretreatment Program. **Relevance to the City of Banning** ➢ Local Limit development experience combined with a great working knowledge of inland area Pretreatment Programs that have strict TDS limitations ➢ Experience dealing with a wide range of Industrial Users and understanding the specific treatment technologies and best management practices for achieving compliance ➢ G&G provided regulatory advocacy work related to the request for consideration of a modified TDS limit in consideration of plant modifications

Fee Proposal

The fee schedule is provided in a separate envelope as required in the Request for Proposal. The information provided includes billing rates by classification; a current G&G Rate Schedule for FY2018/19; and other direct cost information sorted by material, travel, and other expenses (telephones, reproduction costs, office supplies, etc.)

General Liability

G&G carries $2,000,000.00 (per occurrence) with a $4,000,000 aggregate limit of commercial general liability through CNA Insurance Companies. (Policy No. 6024707390)

Automobile Liability

G&G carries $1,000,000.00 of commercial automobile liability for scheduled autos, hired autos, and non-owned autos through CNA Insurance Companies (Policy No. 6045362193)

Workers Compensation and Employers Liability

G&G carries the required Workers compensation and Employers' Liability in the amount of $1,000,000.00 per accident, and per disease (each employee) through CAN Insurance Companies. (Policy No. 602470723)

Professional Liability

G&G carries Professional Liability (errors and omission) Insurance in the amount of $1,000,000.00 errors and omissions; $2,000,000 policy aggregate through Evanston Insurance Company. (Policy No. MKLV5EN100713)

Umbrella Liability

G&G also carries an Umbrella Liability Policy in the amount of $1,000,000 through CAN Insurance Companies. (Policy No. 3033804961)

G&G will provide copies of all policies and additionally insured certificates upon request.

Appendix A. Key Personnel Resumes

GARY ETHRIDGE

Project Manager

Education/Certifications:

- M.S./Environmental Management/Environmental Management/Chadwick University
- B.S./Environmental Science/University of California, Riverside
- Grade IV Environmental Compliance Inspector – C.W.E.A.
- Project and Program Management
- Hazardous Materials & Industrial Pretreatment Program Management
- Regulated Waste Stream Identification and Process Management

RELEVANT EXPERIENCE

G&G Environmental Compliance, Inc.
Riverside, California

President - Direct all environmental project work including management of all technical and management staff. Program management includes federal pretreatment and miscellaneous water, reclaimed water, and wastewater programs for the City of Colton; Yucaipa VWD; City of Banning; City of Grand Terrace; San Bernardino Valley Municipal Water District; and the City of Corona.

Charis Professional Services Corporation
Temecula, California

Vice President – Environmental Projects Division Directed all environmental project work including management of a multi-disciplinary staff of environmental professionals with expertise in natural and cultural resources. Managed multiple high visibility projects including a congressional land withdrawal project to expand the Army's National Training Center at Fort Irwin; large biological field studies (Lane Mountain Milk-vetch and the Desert Tortoise); and air quality assessments.

Eastern Municipal Water District
Perris, California

Director of Regulatory Compliance - Drafted and negotiated conditions and reporting requirements for NPDES and Waste Discharge Requirement Permits for five Regional Reclamation Facilities for EMWD. Developed Stormwater Prevention Plans, Recycled Water Use Ordinance, Backflow Prevention Ordinance, and a Wastewater Discharge Ordinance for EMWD. Directed a staff of 40+ professional environmental and water quality laboratory personnel.

GARY DEFRESE

Grade IV CWEA Environmental Compliance Inspector

Education/Certifications:

- A.A. – Riverside City College
- Grade IV Environmental Compliance Inspector – C.W.E.A.
- Project and Program Management
- Hazardous Materials & Industrial Pretreatment Program Management

RELEVANT EXPERINCE

G&G Environmental Compliance, Inc.

City of Riverside
Riverside, California
Industrial Waste Supervisor

Over 30 years of experience including managing and administering the City of Riverside's Pretreatment Program. He developed the City's Wastewater Ordinance, Local Limits and Enforcement Response Plan. He was responsible for all enforcement actions issued to industrial users who violated the Wastewater Ordinance. Supervised and managed a staff from 8 to 11 field inspectors. Met with and reviewed the pretreatment programs administered by two Community Services Districts whose wastewater was discharged to and treated at the City's water quality control plant. He also served as a Member of the Riverside County's Environmental Crimes Task Force.

Program Management Experience

City of Corona– Pretreatment Program Management, Corona, CA.
Serves as Program Manager for Pretreatment Program for the City of Corona.

Yucaipa Valley Water District (YVWD) – Pretreatment Program, Yucaipa, CA.
Served as Program Manager for the Pretreatment Program for the YVWD.

Western Municipal Water District – Pretreatment Program, Riverside, CA.
Served as Program Manager for the Pretreatment Program for WMWD and the WRCRWA Programs.

ARIF BASEER

Environmental Compliance Inspector II

Education/Certifications:

- B.S. Environmental Science/University of California, Riverside
- Grade II Environmental Compliance Inspector – C.W.E.A.

RELEVANT EXPERIENCE

G&G Environmental Compliance, Inc.
Riverside, California

Environmental Compliance Inspector II -

Municipal NPDES Field Inspections, Various Municipal Agencies:

Mr. Baseer assists with the NPDES Inspection Program for numerous municipalities including Cities of Corona, Colton, Yucaipa, and the Santa Ana Watershed Project Authority (SAWPA). Mr. Baseer's job functions include: conducting Stormwater, Pretreatment and Hazmat inspections at Industrial, Commercial, and Restaurant facilities to meet requirements of various NPDES Permits, categorizes and prioritize Businesses to their correct SIC/NAISC Codes to ensure proper inspection frequency, collecting wastewater and stormwater samples, completes and submit inspection reports as required by the agencies, reviews analytical lab data and inputs information into the respective agencies' database, conducts business surveys in order to capture new business that are required to be inspected and permitted, conducts follow-up inspection as necessary to ensure businesses are brought back into compliance status, and attends agency staff meetings as requested.

Mr. Baseer has 3 years' experience performing all inspection, reporting, and enforcement duties required by the Industrial Pretreatment Program

Laboratory Technician, MPOL Medical Laboratory:

Prior to G&G Environmental Compliance, Mr. Baseer was employed as a Medical Laboratory Technician at MPOL Medical Laboratory located in Corona, CA. As a Laboratory Technician, Mr. Baseer was responsible for analyzing samples to determine detection limits of various constituents for reporting purposes. In his role, Mr. Baseer operated sophisticated laboratory equipment as well as performing QA/QC procedures and occasional maintenance. In addition, Mr. Baseer was responsible for administrative tasks such as data entry, document preparation, data review and analyses, and ordering tests.

JOSEPH ROSALES
SENIOR STORMWATER INSPECTOR

Mr. Joseph Rosales has over 20 years of professional environmental experience including 12 years of experience in MS4 program management, administration, and overall MS4 program compliance. Mr. Rosales is currently administering the City of Montclair's Stormwater Program where his primary responsibility is to ensure overall compliance of the Stormwater Program by meeting activities and requirements established in the NPDES MS4 Permit. He also participates in San Bernardino County's development process and negotiations of the National Pollutant Discharge Elimination System (NPDES) MS4 Permit, the Report of Waste Discharge (ROWD) application and San Bernardino County's Water Quality Management Plan (WQMP) Guidance Document. Mr. Rosales holds numerous Stormwater certifications that showcases his high level of knowledge and experiences in the Stormwater industry.

RELEVANT EXPERIENCE

Municipal NPDES Stormwater Management Program (SWMP), Various Municipal Agencies:

Mr. Rosales manages and coordinates the NPDES Inspection Program for numerous municipalities including Cities of Rialto, Perris, Lake Elsinore , including the following functions: Supervises Stormwater Inspectors; Conduct Industrial, Commercial, Restaurant and Construction site inspections to meet requirements of MS4 and General State-wide NPDES Permits; Categorizes and prioritize Businesses to their correct SIC/NAISC Codes to ensure proper inspection frequency based on compliance with General Industrial Permit, Whitewater River MS4 Permit, and County of San Bernardino MS4 Permit; Set-up Stormwater Inspection Programs per MS4 Permit program requirements; Establishes assignments to junior staff and Conduct pretreatment inspections as it relates to the State of California's Fats, Oils and Grease program.

Municipal NPDES Stormwater Management Program (SWMP), City of Montclair: Mr. Rosales manages and coordinates all aspects of the City's NPDES program, including budget preparation, field inspections, program administration and public outreach. Specific duties include: Implement EPA and State stormwater regulations; Conduct Industrial/Commercial and Construction site inspections; Review and approve Water Quality Management Plans; Review and approve Sediment and Erosion Control Plans; Prepare and submit reports to the State of California; Prepare City Council agenda reports; Attend NPDES General meetings and related sub-committee meetings; and conduct stormwater samples and Chain of Custodies. Prior to working for the City's NPDES Program, Mr. Rosales was a reserve Code Enforcement Officer, and provided additional code enforcement support as needed to regularly assigned Code Enforcement Officers.

RYAN STANTON
(SM QSP&QSD/ QISP/ NPDES INSTITUTE CERTIFIED / CWEA GRADE 1)

ENVIRONMENTAL COMPLIANCE INSPECTOR GRADE I

Mr. Ryan Stanton has 4 years of professional environmental experience. His experience is included, but not limited to Industrial and Commercial stormwater inspections and program management, stormwater and wastewater sampling, FOG inspections/program management, and pretreatment inspections. Mr. Stanton is currently administering the City of Colton's Industrial and Commercial Stormwater Inspection program and FOG program where his primary responsibility is to ensure overall compliance of businesses in the city by inspections, education, and guidance to compliance. He also participates in Yucaipa Valley Water District's FOG program and City of Beaumont's FOG program. Mr. Stanton holds numerous certifications that showcase his high level of knowledge and experiences in the Environmental Compliance field.

RELEVANT EXPERIENCE

Municipal NPDES Stormwater Management Program (SWMP), Various Municipal Agencies:

Mr. Stanton has worked with many programs and municipalities in the past including City of Rialto, City of Palm Springs, City of Perris, City of Grand Terrace, City of Banning, City of Beaumont and City of Loma Linda his primary responsibility is to Inspect Restaurants, Industrial, and Commercial facilities for compliance with MS4 and State Permits; Organize and manage programs for scheduled inspections to meet all requirements for MS4 and State permits; Categorizes and prioritize Businesses to their correct SIC/NAISC Codes to ensure proper inspection frequency based on compliance with General Industrial Permit, Whitewater River MS4 Permit, and County of San Bernardino MS4 Permit; Set-up Stormwater Inspection Programs per MS4 Permit program requirements; Establishes assignments and Conduct pretreatment inspections as it relates to the State of California's Fats, Oils and Grease program.

Appendix B. Disclosure of Government Positions

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

Appendix C. Disqualifications Questionnaire

DISQUALIFICATIONS QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes ___ No X

If the answer is yes, explain the circumstances in the following space.

Appendix D. Ex Parte Communications Certificate

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the RFP No. 18-015 – Industrial Waste Program Management Program Management, FOG and NPDES Inspections and Environmental Compliance Services RFP at any time after April 27, 2018.



OR

I certify that Proposer or Proposer's representatives have communicated after April 27, 2018 with a City Councilmember concerning the RFP No. 18-015 – Industrial Waste Program Management Program Management, FOG and NPDES Inspections and Environmental Compliance Services RFP. A copy of all such communications is attached to this form for public distribution.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Riverside)

On May 15, 2018 (Date) before me Krista Chavez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Gary Ethridge (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

KRISTA CHAVEZ
COMM. #2077900
Notary Public - California
RIVERSIDE COUNTY
My Comm. Exp. Aug. 15, 2018

Signature: Krista Chavez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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PRICING PROPOSAL FORM

RFP 18-015 Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services

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

Pricing shall remain firm for a minimum of two (2) years. Any and all 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.)

TASK 1: INDUSTRIAL WASTE PRETREATMENT PROGRAM MANAGEMENT

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Gary DeFrese, Technical Lead	$ 95	$ NA
Arif Baseer, Inspector II	$ 85	$ 127.50
Ryan Stanton, Inspector I	$ 72	$ 108
Lia Titizian, Admin Support	$ 60	$ 90
	$	$
	$	$
	$	$
	$	$

TASK 2: FATS, OILS AND GREASE (FOG) CONTROL PROGRAM

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Arif Baseer, ECI Grade II	$ 85	$ 127.50
Ryan Stanton, ECI Grade I	$ 72	$ 108
Lia Titizian, Admin Support	$ 60	$ 90
	$	$
	$	$
	$	$
	$	$
	$	$

TASK 3: NPDES INPECTIONS

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Joe Rosales, Senior Stormwater Inspector	$ 95	$ 142.50
Ryan Stanton, QSP Inspector	$ 72	$ 108
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

TASK 4: ENVIRONMENTAL COMPLIANCE SPECIAL SERVICES, IF REQUESTED

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Gary DeFrese, Technical Lead	$ 95	$ NA
Lia Titizian, Admin Support	$ 60	$ 90
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

See attached G&G Rate Schedule 2018-19

G&G ENVIRONMENTAL COMPLIANCE, INC.

RATE SCHEDULE

Effective Dates: July 1, 2018 – June 30, 2019

The following rate schedule includes all current client services and associated costs. As new services are added the listing will be updated. All listed prices are re-evaluated in May of each calendar year and revised as necessary. Requests by clients for multiple year contracts with fixed prices throughout the term of the contract will be honored for time periods not exceeding 3 years. Rate schedules become effective on the 1st day of the Fiscal Year which begins in July and ends on June 30th. Additionally, multiple year contracts may qualify for reduced pricing as negotiated during the bidding process.

PUBLIC SECTOR SERVICES	RATES
Skill Level or Service	**Hourly Rate (unless noted)**
Water & Reclaimed Water Programs	
Principal or Engineering Professional	$135.00
Program/Project Manager	$110.00
Cross-Connection Specialist (Prevailing Wage Tasks)	$95.00
Cross-Connection Specialist (Non-Prevailing Wage Tasks)	$90.00
Cross-Connection Shut Down Testing (both systems with 2-4 Digital Recorders[1])	$1440.00
Cross Connection Dye Test[1]	$1440.00
Certified Backflow Testing & Repairs	
¾"- 4" Certification and Report	$50.00
>4" Certification and Report	$65.00
Fire Protection (DCDA/RPDA)	$75.00
Confined Space Entry (2-man test)	$150.00
Repairs (Prevailing Wage)	$95.00
Repairs (Non-Prevailing Wage)	$90.00
Backflow Prevention Program Administrative Support	$45.00
Technical Analyst & Operational Support	$60.00
Wastewater Programs	
Principal or Engineering Professional	$135.00
Program/Project Manager	$110.00
Senior Environmental Compliance Inspector – Source Control	$95.00

PUBLIC SECTOR SERVICES	RATES
Skill Level or Service	**Hourly Rate (unless noted)**
Environmental Compliance Inspector I – Source Control	$72.00
Environmental Compliance Inspector II – Source Control	$85.00
FOG Control Inspectors (Trainee Level staff) – NPDES and Source Control	$45.00
Technical Analyst & Operational Support	$60.00
Stormwater Programs	
Principal or Engineering Professional	$135.00
Program/Project Manager	$115.00
Senior Stormwater Inspector	$95.00
QSP Certified Stormwater Inspector	$72.00
Technical Analyst & Operational Support	$60.00

PRIVATE SECTOR SERVICES	RATES
Description of Services	**Hourly Rate (Unless Noted)**
Environmental & Regulatory Compliance Projects	
Principal or Engineering Professional	$135.00
Program Manager	$110.00
Technical Lead	$95.00
Specialist	$90.00
Field Technician	$75.00
Backflow Program Service	
[2]Backflow Prevention Device Testing	
All Sizes	$50/Device
Additional Labor (repairs, fabrications, installations, etc.)	Call (951) 683-3538 ext. 1003 for Quote
Confined Space Entry Jobs	Call (951) 683-3538 ext. 1003 for Quote
Water Treatment System Installations	
All installations are quoted on a time and material basis – For a quote please call (951) 683-3538 ext. 1003	
Solar System Installations	
All installations are quoted on a time and material basis – For a quote please call (951) 683-3538 ext. 1003	

[1] Cross Connection Testing Services (Flat Rate which includes the site survey, shut down of potable and reclaimed systems, test protocol development, and final report). If additional recorders are needed, price will be adjusted to cover additional labor costs on a case by case basis.

[2]Discounts are available for multiple devices and the amount of discount is determined on a case by case basis.

Travel rates are determined each year by those set by the IRS at (https://www.irs.gov/uac/2017-standard-mileage-rates-for-business-and-medical-and-moving-announced). Current Rate is $0.545/mile (effective January 1, 2018).

Material costs are determined by cost (including tax) plus 15%.

For additional information regarding G&G services or pricing please contact our office at (951) 683-3538.

Sincerely,

Gary Ethridge, President
G&G Environmental Compliance, Inc

PROFESSIONAL SERVICES AGREEMENT

By and Between

THE CITY OF BANNING

and

G & G ENVIRONMENTAL COMPLIANCE, INC.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
G & G ENVIRONMENTAL COMPLIANCE, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this 28th day of June, 2018 by and between the **CITY OF BANNING, a municipal corporation** ("City") and **G & G ENVIRONMENTAL COMPLIANCE, 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 Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance 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 Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate to the performance of Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services 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 TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

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

Gary Ethridge	President
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such person or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City

Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$2,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$4,000,000 aggregate for products and completed operations

$4,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $2,000,000 per claim/occurrence and $2,000,000 policy aggregate.

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

If this Agreement continues for more than three (3) years duration, or in the event the City Manager or his/her designee determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager, or his/her designee.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

5.2 General Requirements.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the

commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests

provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the

effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[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

CONSULTANT

By: _____
NAME: GARY EDMERIDGE
TITLE: President

By: _____
NAME: GARY W. DEFOREST
TITLE: VICE PRESIDENT

ATTEST:

Sonja De La Fuente, Deputy City Clerk

11-3677701
Tax ID No.

APPROVED AS TO FORM:
Richards, Watson, Gershon

Kevin G. Ennis, Esq., City Attorney

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On July 2, 2018 before me, NOTARY PUBLIC CECILIA TAMAYO, personally appeared GARY ETHRIDGE, GARY DEFRESE, 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: _____

CECILIA TAMAYO
COMM. #2168672
Notary Public - California
RIVERSIDE COUNTY
My Comm. Exp. Oct. 20, 2020

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 performance of the Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services prepared in connection therewith:

A. Industrial Waste Pretreatment Program Management (See Section II: A-G)

B. Fats, Oils and Grease (FOG) Control Program (See Section II: H-L)

C. NPDES Inspections (See Section II: M-O)

D. Environmental Compliance Special Services, if requested (See Section II: P-S)

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Manage three (3) Industrial User Permits.

B. Conduct Industrial User site inspections at least once per year.

C. Review and evaluate Self-Monitoring Reports (SMRs) from permitted users to ensure compliance.

D. Prepare and complete all required regulatory reports as required by the Wastewater Discharge Requirements (WDR).

E. Conduct necessary follow-up site inspections for new or tenant improvement projects that require Program involvement.

F. Maintain IU data and schedules in the City's XC2 data management system.

G. Provide monthly status reports to the City and attend any meetings required to maintain effective communications.

H. FOG inspections are to be performed semi- annually at food service and automotive repair businesses throughout the City.

I. Prepare a FOG inspection form for the City's approval and perform FOG inspections of required food service establishments as directed by the Water/Wastewater Superintendent.

J. Educational outreach, including BMPs and recommending solutions to businesses with non-compliance status will also be included.

K. Inspections and results shall be tracked on both a Spreadsheet and XC2 data management program and provided to monthly.

L. Any inspections that prove to be non-compliant shall be re-inspected until compliance is achieved.

M. NPDES inspection per the City's inspection form and updating and maintaining the current Spreadsheet and providing this to the Associate Civil Engineer monthly.

N. Check the DEH website for new businesses that obtained DEH Permits requiring City NPDES inspections.

O. Follow-up inspections for non-compliance and BMP educational outreach to the business owners would also be required during the NPDES inspection.

P. Provide training to staff and develop training materials on Federal or State environmental regulations, NPDES requirements, BMPs, etc.

Q. Review and approve developer's plans for pretreatment processes, provide comments on proposed project applications, review and approve technical specifications for pretreatment processes.

R. Assist Public Works Department staff with environmental compliance of State of California requirements (such as for hazardous waste, Industrial General Permits and CUPA facilities), when needed, and provide answers and clarifications to regulations and questions from staff and other agencies.

S. Possible meetings with City staff, developers, civil engineers, and other regional agencies.

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. Gary Ethridge, Project Manager

B. Gary Defrese, Grade IV CWEA Environmental Compliance Inspector

C. Arif Baseer, Environmental Compliance Inspector II

D. Joseph Rosales, Senior Stormwater Inspector

E. Ryan Stanton, Environmental Compliance Inspector Grade I

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the rates in Exhibit "C-1".

TASK	*DESCRIPTION*
1.	Industrial Waste Pre-Treatment Program Management
2.	Fats, Oils and Grease (FOG) Control Program
3.	NPDES Inspections
4.	Environmental Compliance Special Services, If Requested

NOT TO EXCEED TOTAL: $25,000.00

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 $25,000.00 as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

PRICING PROPOSAL FORM

RFP 18-015 Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services

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

Pricing shall remain firm for a minimum of two (2) years. Any and all 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.)

TASK 1: INDUSTRIAL WASTE PRETREATMENT PROGRAM MANAGEMENT

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Gary DeFrese, Technical Lead	$ 95	$ NA
Arif Baseer, Inspector II	$ 85	$ 127.50
Ryan Stanton, Inspector I	$ 72	$ 108
Lia Titizian, Admin Support	$ 60	$ 90
	$	$
	$	$
	$	$
	$	$

TASK 2: FATS, OILS AND GREASE (FOG) CONTROL PROGRAM

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Arif Baseer, ECI Grade II	$ 85	$ 127.50
Ryan Stanton, ECI Grade I	$ 72	$ 108
Lia Titizian, Admin Support	$ 60	$ 90
	$	$
	$	$
	$	$
	$	$
	$	$

TASK 3: NPDES INPECTIONS

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Joe Rosales, Senior Stormwater Inspector	$ 95	$ 142.50
Ryan Stanton, QSP Inspector	$ 72	$ 108
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

TASK 4: ENVIRONMENTAL COMPLIANCE SPECIAL SERVICES, IF REQUESTED

Employee Name & Title	Hourly Rate	Overtime Rate
Gary Ethridge, Project Manager	$ 110	$ NA
Gary DeFrese, Technical Lead	$ 95	$ NA
Lia Titizian, Admin Support	$ 60	$ 90
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

See attached G&G Rate Schedule 2018-19

G&G ENVIRONMENTAL COMPLIANCE, INC.

RATE SCHEDULE

Effective Dates: July 1, 2018 – June 30, 2019

The following rate schedule includes all current client services and associated costs. As new services are added the listing will be updated. All listed prices are re-evaluated in May of each calendar year and revised as necessary. Requests by clients for multiple year contracts with fixed prices throughout the term of the contract will be honored for time periods not exceeding 3 years. Rate schedules become effective on the 1st day of the Fiscal Year which begins in July and ends on June 30th. Additionally, multiple year contracts may qualify for reduced pricing as negotiated during the bidding process.

PUBLIC SECTOR SERVICES	RATES
Skill Level or Service	**Hourly Rate (unless noted)**
Water & Reclaimed Water Programs	
Principal or Engineering Professional	$135.00
Program/Project Manager	$110.00
Cross-Connection Specialist (Prevailing Wage Tasks)	$95.00
Cross-Connection Specialist (Non-Prevailing Wage Tasks)	$90.00
Cross-Connection Shut Down Testing (both systems with 2-4 Digital Recorders[1])	$1440.00
Cross Connection Dye Test[1]	$1440.00
Certified Backflow Testing & Repairs	
¾"- 4" Certification and Report	$50.00
>4" Certification and Report	$65.00
Fire Protection (DCDA/RPDA)	$75.00
Confined Space Entry (2-man test)	$150.00
Repairs (Prevailing Wage)	$95.00
Repairs (Non-Prevailing Wage)	$90.00
Backflow Prevention Program Administrative Support	$45.00
Technical Analyst & Operational Support	$60.00
Wastewater Programs	
Principal or Engineering Professional	$135.00
Program/Project Manager	$110.00
Senior Environmental Compliance Inspector – Source Control	$95.00

PUBLIC SECTOR SERVICES	RATES
Skill Level or Service	**Hourly Rate (unless noted)**
Environmental Compliance Inspector I – Source Control	$72.00
Environmental Compliance Inspector II – Source Control	$85.00
FOG Control Inspectors (Trainee Level staff) – NPDES and Source Control	$45.00
Technical Analyst & Operational Support	$60.00
Stormwater Programs	
Principal or Engineering Professional	$135.00
Program/Project Manager	$115.00
Senior Stormwater Inspector	$95.00
QSP Certified Stormwater Inspector	$72.00
Technical Analyst & Operational Support	$60.00

PRIVATE SECTOR SERVICES	RATES
Description of Services	**Hourly Rate (Unless Noted)**
Environmental & Regulatory Compliance Projects	
Principal or Engineering Professional	$135.00
Program Manager	$110.00
Technical Lead	$95.00
Specialist	$90.00
Field Technician	$75.00
Backflow Program Service	
[2]Backflow Prevention Device Testing	
All Sizes	$50/Device
Additional Labor (repairs, fabrications, installations, etc.)	Call (951) 683-3538 ext. 1003 for Quote
Confined Space Entry Jobs	Call (951) 683-3538 ext. 1003 for Quote
Water Treatment System Installations	
All installations are quoted on a time and material basis – For a quote please call (951) 683-3538 ext. 1003	
Solar System Installations	
All installations are quoted on a time and material basis – For a quote please call (951) 683-3538 ext. 1003	

[1] Cross Connection Testing Services (Flat Rate which includes the site survey, shut down of potable and reclaimed systems, test protocol development, and final report). If additional recorders are needed, price will be adjusted to cover additional labor costs on a case by case basis.

[2]Discounts are available for multiple devices and the amount of discount is determined on a case by case basis.

Travel rates are determined each year by those set by the IRS at (https://www.irs.gov/uac/2017-standard-mileage-rates-for-business-and-medical-and-moving-announced). Current Rate is $0.545/mile (effective January 1, 2018).

Material costs are determined by cost (including tax) plus 15%.

For additional information regarding G&G services or pricing please contact our office at (951) 683-3538.

Sincerely,

Gary Ethridge, President
G&G Environmental Compliance, Inc

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Consultant will provide a written proposal within one week of the City's request for services, unless otherwise agreed to by the Contract Officer.**

II. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00406) FOR INDUSTRIAL WASTE PROGRAM MANAGEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND G & G ENVIRONMENTAL COMPLIANCE, INC.

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **G & G ENVIRONMENTAL COMPLIANCE, INC.**, a California Corporation ("Consultant") is effective as of _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated June 28, 2018 ("Agreement") whereby Consultant agreed to provide Industrial Waste Program Management Services for an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00) following Request for Proposals No. 18-015, for a one-year term ending on June 28, 2019. Pursuant to Section 3.4, City had the option to renew the Agreement for an additional 4 terms of 1 year each, not to exceed five (5) years in total.

B. On September 24, City adopted City Council Resolution No. 2019-__UA, which authorized the exercise of the first option to renew the Agreement for an additional one-year term, ending on June 28, 2020, and the increase in compensation for services provided under the Agreement of an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00).

C. City and Consultant now desire to amend the Agreement in accordance with Resolution No. 2019-__ UA to exercise the first option to renew the Agreement for an additional one-year term, ending on June 28, 2020, and the increase in compensation for services provided under the Agreement of an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

   (a) Section 3.4 – "Term" of the agreement is hereby amended to extend the Agreement term to June 28, 2020.

   (b) Section 2.1 of the Agreement is amended to provide that Consultant's total compensation for the period from June 28, 2019 through June 28, 2020 shall not exceed Twenty-Five Thousand Dollars ($25,000.00) for a new total contact amount of Fifty-Thousand Dollars ($50,000.00).

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

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Tom Miller, Electric Utility Director**
Ted Shove, Economic Development Manager

MEETING DATE: **September 24, 2019**

SUBJECT: **Adopt Resolution No. 2019-120, Approving a Purchase and Sale Agreement of Electrical Distribution Facilities and Easements located at 4133 W. Wilson Street (APN: 535-030-030)**

RECOMMENDED ACTION:

That the City Council Adopt Resolution No. 2019-120:

1. Approving "Agreement for Purchase and Sale of Electrical Distribution Facilities and Easements (and Escrow Instructions) located at 4133 W. Wilson Street (APN: 535-030-030)";

2. Authorize the City Manager or Electric Utility Director to execute Purchase and Sale Agreement and Certificate of Acceptance for an easement across APN 535-030-030; and

3. Authorize Administrative Services Director to make necessary budget adjustments and appropriations for FY 2020.

BACKGROUND:

On July 9th, 2019, the City Council approved the "Purchase of Electric Facilities from Mountain Air Mobile Home Estates", Resolution 2019-93. The approval included purchase of secondary electrical energy facilities operated by Mountain Air Mobile Home Estates at an approximate cost of $30,000. The agreement also included an access easement for electrical facilities.

Accordingly, the City studied the potential environmental effects of the existing electrical infrastructure in accordance with the California Environmental Quality Act ("CEQA"). Pursuant to Section 15302 of Article 19 (Categorical Exemptions) of the State CEQA Guidelines, City Staff found that the Project is exempt from CEQA because it involves maintenance and/or eventual replacement of existing utility system facilities with negligible expansion.

Staff is recommending approval of the Agreement for Purchase and Sale of Electrical Distribution Facilities (and Escrow Instructions).

FISCAL IMPACT:

The purchase price is $30,000 plus escrow and title charges not to exceed $3,000 for a total additional expenditure of up to $33,000. Funds to be sourced from the Electric Capital Improvement Fund (673).

ATTACHMENTS:

1. Resolution 2019-120
   https://banningca.gov/DocumentCenter/View/6455/ATTACHMENT-1-Resolution-2019-120
2. Agreement for Purchase and Sale of Electrical Distribution Facilities and Easements (and Escrow Instructions)
   https://banningca.gov/DocumentCenter/View/6456/Attachment-2_Combined
3. Resolution 2019-93
   https://banningca.gov/DocumentCenter/View/6457/ATTACHMENT-3-Reso-No-2019-93

Approved by:

Douglas Schulze
City Manager

RESOLUTION 2019-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF ELECTRICAL DISTRIBUTION FACILITIES AND EASEMENTS LOCATED AT 4133 W. WILSON STREET (ASSESSORS PARCEL NUMBER 535-030-030)

WHEREAS, the City of Banning seeks to acquire electrical distribution facilities and easements relating to the City's Electric Utility operations; and

WHEREAS, the City extended an offer to purchase electric distribution facilities and access easement to the owner of record, Dora J. Nordquist, Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust, dated November 13, 2001 for tangible property and easement located at 4133 W. Wilson Street (Riverside County Tax Assessor's Parcel Number 535-030-030. The Agreement for Purchase and Sale and Escrow Instructions is attached as Attachment 2 to the staff report; and

WHEREAS, the property acquisition was reviewed pursuant to the State Guidelines for the California Environmental Quality Act (CEQA) and determined by staff to be Categorically Exempt pursuant to Section 15302 of the California Environmental Quality Act Guidelines. The acquisition of the facilities and easement property is exempt from review under CEQA because the purchase will not have a significant effect on the environment since the subject action only relates to the purchase of the property. Further environmental review may be conducted at such time as the City formally considers its development.

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

SECTION 1. The Banning City Council adopts Resolution 2019-120 approving the Agreement for Purchase and Sale of Electrical Distribution Facilities and Easements and Escrow Instructions between City of Banning and Dora J. Nordquist, Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust, dated November 13, 2001 for the purchase price not to exceed $33,000.

SECTION 2. The environmental impacts of the real property easement acquisition from this action were determined to be Categorically Exempt pursuant to Section 15302 of the California Environmental Quality Act Guidelines. The acquisition is exempt from review under CEQA because the purchase will not have a significant effect on the environment since the subject action only relates to the purchase of the property. The City Council concurs with City Staff's determination that the acquisition qualifies as exempt from CEQA pursuant to Section 15302 of the State CEQA Guidelines because the subject action only relates to the purchase of the property.

SECTION 3. The City Manager or Electric Utility Director is authorized to execute the Agreement, in substantially the form attached as Attachment 2 to the staff report that accompanies the Resolution, Certificate of Acceptance, escrow documents, and any such documents or instruments that are necessary to effect the transfer of electric distribution facilities and easement contemplated in the Agreement, or to memorialize any necessary extension of the term as provided for in the Agreement.

SECTION 4. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers to effectuate the purchase of electrical distribution facilities and easement contemplated in the Agreement, including but not limited to the Purchase Price, not to exceed $33,000.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of September, 2019.

_____
Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Laurie Sampson
Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-120 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of September 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

DRAFT

AGREEMENT FOR PURCHASE AND SALE OF ELECTRICAL DISTRIBUTION FACILITIES AND EASEMENTS (AND ESCROW INSTRUCTIONS)

THIS AGREEMENT FOR PURCHASE AND SALE OF ELECTRICAL DISTRIBUTION FACILITIES AND EASEMENTS (AND ESCROW INSTRUCTIONS) (this "Agreement") is dated as of _____, 2019 ("Effective Date"), and is entered into by and between the CITY OF BANNING, a municipal corporation ("Buyer"), and DORA J. NORDQUIST, SUCCESSOR TRUSTEE OF THE GEORGE A. NORDQUIST AND DORA J. NORDQUIST REVOCABLE TRUST U/T/A DATED NOVEMBER 13, 2001 ("Seller") (collectively, the "Parties" and each, a "Party").

RECITALS

A. Seller owns the electrical distribution equipment described on Exhibit "A" ("Equipment") which is located on the property described on Exhibit "B" ("Land") as well as an easement with respect to such Equipment, as described on Exhibit "C".

B. Buyer desires to purchase the Property and any and all easements or similar rights relating thereto from Seller, and Seller desires to sell the Property to Buyer.

NOW, THEREFORE, in consideration of $10.00, the mutual terms and covenants herein, and other consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS TO PURCHASE AND SELL; PURCHASE PRICE; DEPOSIT.

1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property upon the terms and conditions hereinafter set forth.

1.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00).

2. TITLE; OTHER DISCLOSURES AND DUE DILIGENCE.

2.1 Title Matters. Title to the Equipment shall be conveyed by a grant deed and in the form attached hereto as Exhibit "D" and the easement shall be conveyed by an easement document in the form attached hereto as Exhibit "C" which shall be insured by an easement owner's Policy of Title Insurance in the amount of the Purchase Price, issued by First American Title Company, 3400 Central Avenue, Suite 100, Riverside, CA 92506 (Title Officer: Josh Guzman/Porsha Peterson) ("Title Company" and "Escrow Holder," respectively), insuring fee title to the Property, as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Property, except the following (which shall constitute "Approved Title Exceptions"):

2.1.1 Non-delinquent assessments;

2.1.2 Any other title exceptions expressly approved by Buyer in writing.

The term "Approved Title Exceptions" shall not, however, include any deeds of trust or other liens (except for liens for the property taxes and assessments described in Section 2.1.1 above).

If Buyer disapproves any title matter and so notifies Seller in writing prior to the closing, and Seller does not cause the title matter to be removed within ten (10) business days after written notice from Buyer of the applicable disapproved title matter, then Buyer may terminate this Agreement by written notice to Seller.

2.2 Acts After Date of Agreement. From the Execution Date through the Close of Escrow (defined in Section 3.3 below), Seller shall not (i) execute, record, or file for record or permit to be executed, recorded or filed for record any document or instrument that will affect the title to or use of the Property without the prior written consent of the Buyer, in its sole and absolute discretion; or (ii) improve or otherwise alter the Property or permit it to be improved or altered.

2.3 Documents. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of all material documents in Seller's possession relating to the Property. Buyer shall have the right to disapprove any such documents that may adversely affect or show facts that adversely affect the Property or use thereof, and based on such disapproval, terminate this Agreement by written notice to Seller.

3. ESCROW.

3.1 Opening of Escrow. Upon the full execution of this Agreement, the Parties shall deliver a copy of this executed Agreement to the Title Company and shall request that an escrow be opened at the Title Company for this transaction.

3.2 Escrow Instructions. 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; however, each party may deliver separate escrow instructions to Escrow Holder provided they are consistent with this Agreement.

3.3 Close of Escrow. For the purposes of this Agreement, "Close of Escrow" shall be the date on which the grant deed and easement in favor of Buyer is recorded in the Official Records of the Riverside County Recorder's Office. The Close of Escrow shall occur on or before _____, 20__, as may be extended by the City Manager of Buyer in writing ("Closing Date").

3.4 Buyer Required Deliveries. At least one (1) business day prior to the date of Close of Escrow, Buyer shall deposit into escrow the following (properly executed and acknowledged, if applicable):

3.4.1 The Purchase Price;

3.4.2 Certificates of Acceptance for the grant deed and easement, in the form attached to the form of grant deed and form of easement attached hereto as Exhibits "C" and "D";

3.4.3 Any costs to be paid by Buyer under Section 3.9 below;

3.4.4 Counterpart originals of letters to customers in the form attached as Exhibit "F," executed by Buyer ("Notices");

3.4.5 All other documents contemplated by this Agreement and reasonably required by Escrow Holder/Title Company or Seller.

3.5 Seller Required Deliveries. At least one (1) business day prior to the date of Close of Escrow, Seller shall deposit into escrow the following:

3.5.1 A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit "D," duly executed by Seller and acknowledged (the "Grant Deed");

3.5.2 An easement in the form attached hereto as Exhibit C," duly executed by Seller and acknowledged;

3.5.3 If required by Escrow Holder, Federal ("Firpta") and California (590) withholding certificates such that no tax withholding is required of Buyer or Escrow Holder;

3.5.4 Counterpart originals of the Notices;

3.5.5 Any other documents contemplated by this Agreement or reasonably required by Escrow Holder, Title Company or Buyer.

3.6 Conditions to the Close of Escrow; Default by Seller. Escrow shall not close unless and until the Parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. The failure of a Party to timely deposit any such sums and/or documents shall constitute a default by such Party.

Buyer's obligation to close is also subject to the Title Company issuing, or irrevocably and unconditionally committing in writing to issue, the Title Policy to Buyer in the amount of the Purchase Price showing the easement is vested in Buyer, subject only to the Approved Title Exceptions.

In the event that the conditions to Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon, if any) and documents deposited by Buyer in escrow and to return to Seller all documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party below).

In the event the sale of the Property is not consummated because of a default under this Agreement by Seller, Buyer may either: (i) terminate this Agreement by delivery of written notice of termination to Seller (and reserve its rights to pursue damages), or (ii) bring an action for specific performance hereof.

3.7 Recordation of Grant Deed; Delivery of Funds. Upon receipt of the funds and instruments described in this Section, Escrow Holder shall cause the easement and then the grant deed to be recorded in the office of the County Recorder of Riverside County, California, and shall deliver the Purchase Price (net of costs payable by Seller) to Seller and send out the Notices.

3.8 Prorations; Audits. All property taxes and assessments (if any) shall be prorated between Buyer and Seller as of the Close of Escrow. Buyer is exempt from property taxes.

3.9 Costs. Buyer and Seller shall each pay 50% of all escrow charges; Seller shall pay CLTA/Standard title insurance costs, and any recording fees.

3.10 Broker's Commissions. Buyer and Seller represent to one another that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction. Each Party covenants and agrees that any 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, and in the event that any other broker or finder makes a claim for a commission or finder's fee based upon any contact, dealings or communication, the Party whose conduct is the basis for the broker or finder making its claim shall indemnify, defend and hold harmless the other Party against and from any commission, fee, liability, damage, cost and expense including, without limitation, attorneys' fees, arising out of or resulting from any such claim. The provisions of this Section shall survive the Close of Escrow, or in the event that the Close of Escrow does not occur, the termination of this Agreement.

3.11 Escrow 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. ATTORNEYS' FEES. If either party fails to perform any of its obligations under this Agreement, or if any dispute arises between the parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. The terms of this Section shall survive the termination of this Agreement and/or the Close of Escrow, as applicable, and shall not be merged with the recordation of the Grant Deed.

5. NOTICES. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and sent by (i) first class United States registered or certified mail, postage prepaid, return receipt requested, or (ii) a nationally

recognized overnight courier service such as Federal Express, duly addressed to the parties as follows:

To Seller: _____
_____
_____
Attn: _____

To Buyer: City of Banning
99 East Ramsey Drive
Banning, CA 92220
Attn: _____

Delivery of any notice or other communication hereunder shall be deemed made on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery. Any Party may change its address for purposes of this Section by giving written notice to the other Party as herein provided.

6. ASSIGNMENT. Neither this Agreement nor any interest herein may be assigned by either Party without the prior written consent of the other Party.

7. ENTIRE AGREEMENT. This Agreement contains 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.

8. COUNTERPARTS. 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.

9. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

10. 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.

11. ADDITIONAL DOCUMENTS/FURTHER ASSURANCES. 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.

12. JURISDICTION. The Parties agree that the courts of the State of California in the County of Riverside shall have jurisdiction over any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

DORA J. NORDQUIST, SUCCESSOR TRUSTEE OF THE GEORGE A. NORDQUIST AND DORA J. NORDQUIST REVOCABLE TRUST U/T/A DATED NOVEMBER 13, 2001

By: _____
Dora J. Nordquist

BUYER:

CITY OF BANNING

By: _____
Print Name: _____
Title: _____

Attest:

_____
_____,
City Clerk

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

All electrical distribution equipment and related or appurtenant improvements/fixtures on the land described on Exhibit "A" **[PART?]**, including, without limitation, switchgears, transformers, wires, conduits, pull boxes, pedestals and routers, and lot lanterns. **[?]**

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Banning, County of Riverside, State of California, described below:

PARCEL TWO OF PARCEL MAP NO. 73-3 AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 31 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "C"

FORM OF EASEMENT (WITH CERTIFICATE OF ACCEPTANCE)

(Attached.)

EXHIBIT "D"

FORM OF GRANT DEED (WITH FORM OF CERTIFICATE OF ACCEPTANCE)

(Attached.)

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Banning
99 East Ramsey Drive
Banning, CA 92220
Attn: _____

APN: _____

[SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED AND BILL OF SALE

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

The undersigned declares that this Grant Deed and Bill of Sale is exempt from Recording Fees pursuant to California Government Code Section 27383, and that this Grant Deed is exempt from documentary transfer taxes as a conveyance to a public entity.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Dora J. Nordquist, Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust U/T/A/ dated November 13, 2001 ("**Grantor**"), hereby grants to the CITY OF BANNING, a municipal corporation ("**Grantee**") the equipment and fixtures located in the County of Riverside, State of California, more particularly described on **Exhibit "A"** attached hereto and located on the land described on **Exhibit "B."**

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____, 20__

_____

Dora J. Nordquist, Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust U/T/A/ dated November 13, 2001

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____ before me, _____, a 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.

Place Notary Seal Above

_____
Signature of Notary Public

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: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

EXHIBIT "A" TO GRANT DEED

DESCRIPTION OF EQUIPMENT

All electrical distribution equipment and related or appurtenant improvements/fixtures on the land described on Exhibit "A" **[PART?]**, including, without limitation, switchgears, transformers, wires, conduits, pull boxes, pedestals and routers, and lot lanterns. **[?]**

EXHIBIT "B" TO GRANT DEED

LEGAL DESCRIPTION

Real property in the City of Banning, County of Riverside, State of California, described below:

PARCEL TWO OF PARCEL MAP NO. 73-3 AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 31 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property (fixtures) conveyed by that certain Grant Deed dated _____, 20__ from the City of Banning, which is a political corporation, is hereby accepted by the undersigned officer on behalf of the City of Banning pursuant to the authority conferred by action of the City Council of the City of Banning on July 9, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2019

_____

City Manager

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____ before me, _____, a 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.

Place Notary Seal Above

_____
Signature of Notary Public

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: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

EXHIBIT "E"

FORM OF NOTICE TO CUSTOMERS

[CUSTOMER LIST?]

(Attached.)

_____, ___, 201__

VIA FEDERAL EXPRESS

_____
_____
_____

Re: Notice of Sale of Electrical Distribution System by Mountain Air Mobile Home Estates to the City of Banning

Ladies and Gentlemen:

We are writing to notify you that the City of Banning has purchased the electrical energy distribution facilities within Mountain Air Mobile Home Estates.

You are hereby directed to [make all future payments under _____][?] to the City at _____.

We hereby request that you acknowledge your receipt of this notice by executing this notice in the space provided below and returning a copy by PDF/e-mail to _____or by mail to _____ at the above address.

Very truly yours,

CITY OF BANNING

By: _____
Name: _____
Title: _____

RECEIPT ACKNOWLEDGED:

By: _____
Print Name: _____

SELLER:

By:_____
Dora J. Nordquist, Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust U/T/A dated November 13, 2001

DRAFT

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Banning
99 E. Ramsey Street
Banning, CA 92220
Attn: City Clerk

With a copy to Grantor at:

Dora J. Nordquist

_____

_____

APN 535-030-030-9

[Space Above Line For Recorder's Use]

Documentary Transfer Tax: $0.00

This instrument is for the benefit of the City of Banning and is exempt from Recording Rees (Government Code § 27383), Filing Fees (Government Code § 6103) and Documentary Transfer Tax (Revenue & Taxation Code § 11922).

PUBLIC UTILITY EASEMENT (ELECTRICAL)

For valuable consideration, receipt of which is hereby acknowledged, DORA J. NORDQUIST, Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust U/T/A dated November 13, 2001 ("Grantor") hereby grants to City a perpetual easement in gross over the property described on Exhibit "A", which is a portion of a larger mobile home park property described in Exhibit "B", hereinafter referred to as the "Larger Parcel", for electrical facility purposes and all uses necessary or convenient thereto, including a right-of-way upon through, under, over and across the Larger Parcel to access the Easement Area for such purposes. Said public utility easement is for the installation, maintenance, repair, removal, replacement, expansion, alteration and inspection of (the "Easement Area") existing and future above ground and below ground electrical lines, conduits, supply systems, poles, vaults, wires, equipment and appurtenant improvements, including lines, equipment and improvements being acquired from Grantor substantially concurrently herewith.

City may also reasonably relocate at City's cost, any or all of said electrical facilities. City shall replace all existing electronic meters with electronic digital meters and install a revenue meter for the clubhouse and garage as soon as practicable (at City's cost).

Within thirty (30) days after written notice from the City Manager, Grantor shall at its cost commence and diligently prosecute to completion equipment/improvement/facilities adequate to properly meter the load of the rectifier in the Easement Area.

If the surface of the ground is damaged or materially disturbed by any excavation by City, City shall reasonably restore such surface to the extent practicable. The City may trim vegetation and cut tree roots that may interfere with City's electrical utility installations.

Grantor shall not erect, place or install any improvements or objects in, on or near the electrical facilities now or hereafter in Easement Area that would interfere with City's rights hereunder without the prior express written consent of the City Manager of the City, and if Grantor does so, and does not remove them within ten (10) days after written demand from the City Manager, City may remove them and Grantor shall reimburse City for the cost thereof within ten (10) days after written demand from the City Manager.

Grantor shall timely pay all property taxes and assessments (including any interest and penalties) on the Larger Parcel, and if Grantor fails to do so within ten (10) days after written notice from the City Manager, the City may do so, and Grantor shall reimburse City for the cost thereof within ten (10) days after written demand from the City Manager.

Notices may be given by certified mail or overnight messenger, and if sent to Grantor, may be addressed to Grantor at _____ or to such other address specified by Grantor by written notice to City. Notices to City shall be addressed to the City at City Hall, 99 E. Ramsey Street, Banning, CA 92220, Attention: City Manager, or to such other address as may be specified by the City Manager.

Time is of the essence of every provision hereof in which time is a factor.

This Public Utility Easement document, and the public utility easement and rights and obligations described herein, shall "run with the land" for the benefit of the City and its successors and assigns, and shall bind the Larger Parcel, the Grantor and the Grantor's successors, assigns and successors-in-interest.

Dated: _____, 20__

GRANTOR:

_____

DORA J. NORDQUIST, Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust U/T/A dated November 1, 2001

CITY:

CITY OF BANNING

By: _____
Print Name: _____
Title: _____

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

State of California)
County of Riverside)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

State of California)
County of Riverside)

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

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

WITNESS my hand and official seal.

Signature____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that interests in real property conveyed to or created in favor of the City of Banning, a California municipal corporation, by that certain Public Utility Easement (Electrical) dated _____, 20__ executed by Dora J. Nordquist as Successor Trustee of the George A. Nordquist and Dora J. Nordquist Revocable Trust U/T/A dated November 11, 2001, is hereby accepted by the undersigned on behalf of the City of Banning pursuant to the authority conferred by Resolution _____ of the City of Banning adopted/approved on July 9, 2019, and the grantee consents to recordation thereof by the undersigned.

Dated: _____, 20__

CITY OF BANNING

_____

_____,
City Manager

EXHIBIT "A"

DESCRIPTION OF EASEMENT AREA

(Attached.)

EXHIBIT "B"

DESCRIPTION OF LARGER PARCEL

Real property in the City of Banning, County of Riverside, State of California, described below:

PARCEL TWO OF PARCEL MAP NO. 73-3 AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 31 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

RESOLUTION 2019-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF SECONDARY ELECTRICAL ENERGY DISTRIBUTION FACILITIES FROM THE OWNERS OF MOUNTAIN AIR MOBILE HOME ESTATES.

WHEREAS, Banning Electric Utility is a not-for-profit publicly-owned retail electrical energy distribution provider and load serving entity; and,

WHEREAS, the City Council of the City of Banning has the sole rights and authorities to resolve, declare, direct, approve, adopt, borrow, purchase, establish rates and utility charges for Banning Electric Utility; and,

WHEREAS, Dora and Art Nordquist as the owner-operators of Mountain Air Mobile Home Estates, Banning, California, have the sole rights and authorities to transact such business, wish to sell to Banning Electric Utility certain secondary electrical energy distribution facilities, and

WHEREAS, both parties agree the transaction is in the best interest to our mutual customers to complete the transfer of facilities between the entities.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning declares, determines, and orders as follows:

SECTION 1. Authorizes the purchase as detailed:

- **Purchase Price:** $30,000 USD; switchgear, 5 dry type transformers and attached service panels, wires and conduits, pull boxes, 86 pedestals and meters, and other related appurtenances specific to the secondary distribution facilities

- **Meters:** At Banning Electric's expense, the Utility will replace all existing meters with electronic digital meters as soon as practicable

- **Decorative Lanterns:** Lot lanterns (approximately 75 – 120V fixtures) will remain unmetered and be maintained by the Utility; the lantern network may be updated to regular street lights at mutually agreeable time at Banning Electric's expense; current lantern poles support United States Post Office mailboxes

- **Utility Easements:** Perpetual easements based upon current location of secondary electric distribution facilities already in place; mutually agreed upon utility easements in case of relocation of existing facilities

- **Purchase Price:** Spare 480V/240V dry type transformer to be determined

- **Club House and Garage:** revenue meter to be installed at mutually agreeable time at Banning Electric's expense
- **Irrigation sprinkler timers:** to remain unmetered
- **Cathode Rectifier:** Mountain Air will extend electric service from the garage to the rectifier at a mutually agreeable time
- **Transfer Date:** On or about August 19th, 2019; (tentatively, need discussions with Utility Billing)
- **Communications:** Mountain Air Mobile Home Estates to notify customers of impending transfer to City of Banning Electric Utility

SECTION 2. Directs the city manager and electric utility director to complete all necessary documentation to complete the purchase transaction.

SECTION 3. Directs the finance director and approves the necessary budget adjustments and transfers to consummate the purchase.

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 or 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

CERTIFICATION:

I, Daryl Betancur, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2019-93 was adopted at the 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

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:	**September 24th, 2019**
SUBJECT:	**Police Department Statistics for August 2019**

RECOMMENDED ACTION:

Receive and File August 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. August 2019 Statistics
   https://banningca.gov/DocumentCenter/View/6458/1-Police-Statistics-Augsut-2019

Approved by:



Douglas Schulze
City Manager

ATTACHMENT 1

BANNING POLICE DEPARTMENT
AUGUST, 2019

CRIME	Aug-19	Aug-18	% CHGE	YTD-19	YTD-18	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	1	3	-67%
Rape	0	0	0%	10	14	-29%
Robbery	3	2	50%	17	17	0%
Assaults Agg/Simp	17	21	-19%	164	190	-14%
Burglary	21	15	40%	116	148	-22%
Vehicle Theft	12	10	20%	108	71	52%
Larceny	17	19	-11%	133	155	-14%
OTHER						
Narcotics	21	19	11%	88	195	-55%
DUI	5	1	400%	19	16	19%
T/C Non-Injury	30	24	25%	162	151	7%
T/C Injury	6	7	-14%	41	38	8%
T/C Fatal	0	1	-100%	1	3	-67%
Citations	168	172	-2%	1328	1962	-32%
Total Incidents	3004	2983	1%	22474	24602	-9%

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Chief Todd Hopkins**

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

MEETING DATE: **September 24, 2019**

SUBJECT: **Receive and File Fire Department Statistics for August 2019**

RECOMMENDED ACTION:

Receive and file Fire Department statistics for August 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 August 2019
   https://banningca.gov/DocumentCenter/View/6446/Banning-August-Fire-Report

Approved by:



Douglas Schulze
City Manager

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

9/4/2019

Report Provided By: Riverside County Fire Department

Communications and Technology Division

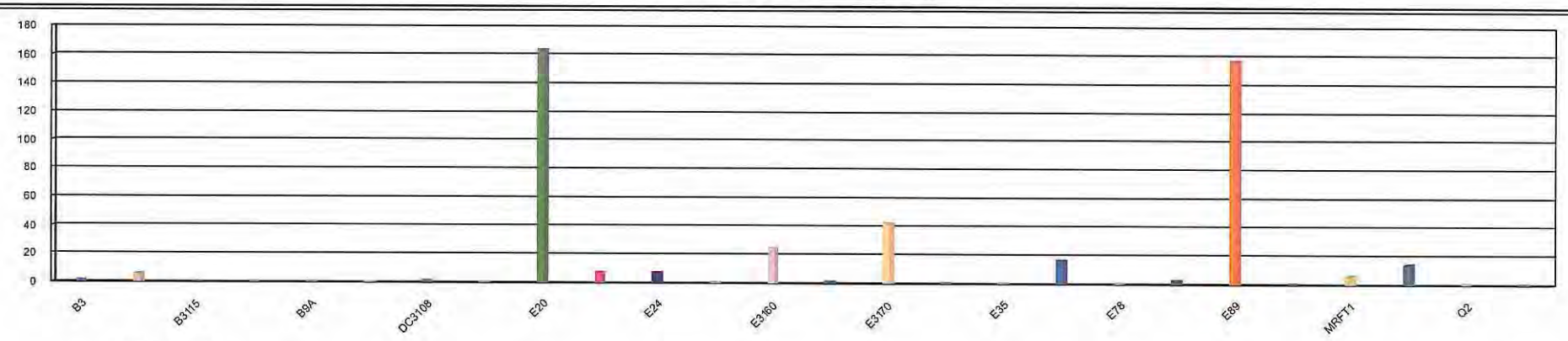
GIS Section

Please refer to Map and Unit Responses by Battalion, Station, and Jurisdiction

Incidents Reported for the month of August,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	**18**
Haz Mat	**1**
Medical	**338**
Other Fire	**16**
Public Service Assist	**12**
Standby	**6**
Traffic Collision	**42**
Vehicle Fire	**14**
Wildland Fire	**22**
Incident Total:	**469**
Transport Total:	**16**
Dry Runs:	**453**

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
338	118	4.4	72.1%

***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.**

Last Updated 9/4/2019 3:

*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	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Banning	B3	0	0	0	0	0	0	1	1	0	2
	B3113	0	0	0	2	0	0	2	1	1	6
	B3115	0	0	0	0	0	0	0	0	1	1
	B5	0	0	0	0	0	0	1	0	0	1
	B9A	0	0	0	0	0	0	0	0	1	1
	B9B	0	0	0	0	0	0	0	0	1	1
	DC3108	0	0	0	0	0	0	0	1	1	2
	E2	0	0	1	0	0	0	0	0	0	1
	E20	1	0	141	2	3	2	10	2	3	164
	E22	0	0	6	1	0	0	0	1	0	8
	E24	0	0	4	0	0	0	1	1	2	8
	E3	0	0	0	1	0	0	0	0	0	1
	E3160	1	0	15	1	0	0	3	1	4	25
	E3169	0	0	1	0	0	0	0	0	1	2
	E3170	2	0	24	3	3	1	6	1	3	43
	E3172	0	0	1	0	0	0	0	0	0	1
	E35	0	0	1	0	0	0	0	0	0	1
	E66	0	0	11	1	0	0	2	1	2	17
	E78	0	0	1	0	0	0	0	0	0	1
	E8	0	0	3	0	0	0	0	0	0	3
	E89	13	1	116	4	4	3	11	3	2	157
	E99	0	0	1	0	0	0	0	0	0	1
	MRFT1	1	0	1	1	0	0	3	0	0	6
	MS66	0	0	11	0	2	0	0	1	0	14
	Q2	0	0	0	0	0	0	1	0	0	1
	T76	0	0	0	0	0	0	1	0	0	1
Grand Total		18	1	338	16	12	6	42	14	22	469

Unit Transports

		Total
City of Banning	B9B	1
	E20	9
	E89	6
	Sub Total	16
Grand Total		16

*The numbers provided on this report may reflect multiple unit responses to a single incident.

Last Updated 9/4/2019 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	1	4
		E3170	2	1
		E66	1	0
		E89	1	0
		Total	5	5
	Station 89 Banning	E20	1	1
		E3170	1	1
		E89	5	5
		Total	7	7
Grand Total			12	12

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

Last Updated 9/4/2019 3:

*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	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Banning	B3	0	0	0	0	0	0	1	1	0	2
	B3113	0	0	0	2	0	0	2	1	1	6
	B3115	0	0	0	0	0	0	0	0	1	1
	B5	0	0	0	0	0	0	1	0	0	1
	B9A	0	0	0	0	0	0	0	0	1	1
	B9B	0	0	0	0	0	0	0	0	1	1
	DC3108	0	0	0	0	0	0	0	1	1	2
	E2	0	0	1	0	0	0	0	0	0	1
	E20	1	0	141	2	3	2	10	2	3	164
	E22	0	0	6	1	0	0	0	1	0	8
	E24	0	0	4	0	0	0	1	1	2	8
	E3	0	0	0	1	0	0	0	0	0	1
	E3160	1	0	15	1	0	0	3	1	4	25
	E3169	0	0	1	0	0	0	0	0	1	2
	E3170	2	0	24	3	3	1	6	1	3	43
	E3172	0	0	1	0	0	0	0	0	0	1
	E35	0	0	1	0	0	0	0	0	0	1
	E66	0	0	11	1	0	0	2	1	2	17
	E78	0	0	1	0	0	0	0	0	0	1
	E8	0	0	3	0	0	0	0	0	0	3
	E89	13	1	116	4	4	3	11	3	2	157
	E99	0	0	1	0	0	0	0	0	0	1
	MRFT1	1	0	1	1	0	0	3	0	0	6
	MS66	0	0	11	0	2	0	0	1	0	14
	Q2	0	0	0	0	0	0	1	0	0	1
	T76	0	0	0	0	0	0	1	0	0	1
	Sub Total	18	1	338	16	12	6	42	14	22	469

***The numbers provided on this report may reflect multiple unit responses to a single incident.**

Last Updated 9/4/2019 3:

*Incidents are shown based on the units that responded.

	False Alarm	Haz Mat	Medical	Other Fire	Public Service Assist	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Grand Total	18	1	338	16	12	6	42	14	22	469

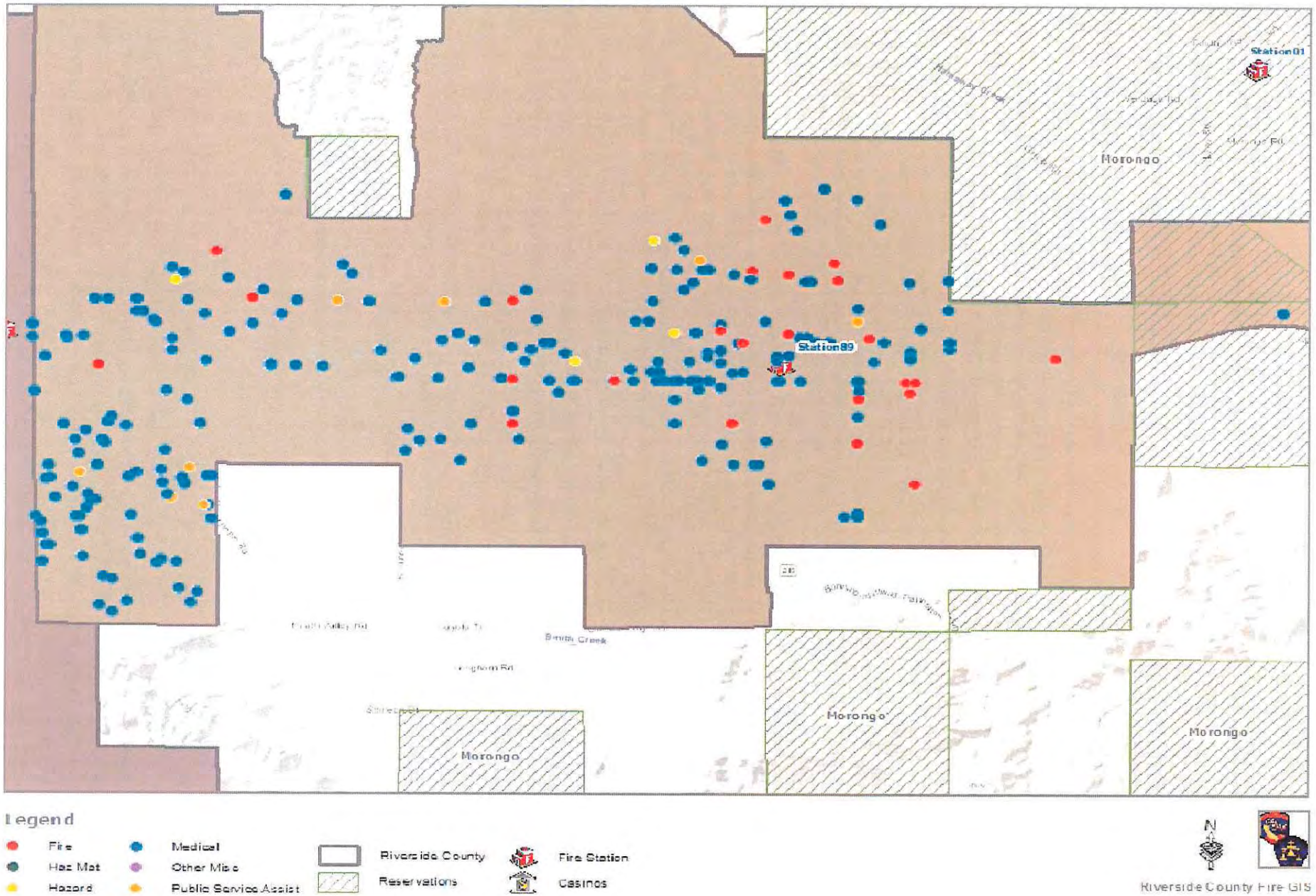
Unit Responses by Supervisorial District - Summary

		False Alarm	Haz Mat	Medical	Other Fire	Public Service Assist	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
District 5 JEFF HEWITT	City of Banning	18	1	338	16	12	6	42	14	22	469
	Total	18	1	338	16	12	6	42	14	22	469
Grand Total		18	1	338	16	12	6	42	14	22	469

*The numbers provided on this report may reflect multiple unit responses to a single incident.

*Incidents are shown based on the units that responded.

MONTH = 8 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 9/4/2019 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: **Art Vela, Director of Public Works/City Engineer**

MEETING DATE: **September 24, 2019**

SUBJECT: **Approving Resolution 2019-112, Approving the Development Impact Fee Update Study Dated August 7, 2019, Approving the Update of [the] Traffic Fee Component of the Development Impact Fee Program Dated May 2019, Adopting New and Amended Development Impact Fees, Making a Finding fo Exemption under CEQA, and Repealing Provisions of Resolution No. 2006-75 and Ordinance Nos. 1320 and 1321 Establishing or Modifying Certain Development Impact Fees; and Introducing Ordinance 1551, Updating the City's Development Impact Fee Program, Amending the City of Banning Municipal Code, and Making Findings Pursuant to CEQA (2nd Reading and Adoption)**

RECOMMENDED ACTION:

That the City Council:

1. Adopt Resolution 2019-112, A Resolution of the City Council of the City of Banning, California, Approving the Development Impact Fee Update Study Dated August 7, 2019, Approving the Update of [the] Traffic Fee Component of the Development Impact Fee Program Dated May 2019, Adopting New and Amended Development Impact Fees, Making a Finding of Exemption under CEQA, and Repealing Provisions of Resolution No. 2006-75 and Ordinance Nos. 1320 and 1321 Establishing or Modifying Certain Development Impact Fees; and

2. Waive further reading, and adopt Ordinance 1551, An Ordinance of the City of Banning California, Updating the City's Development Impact Fee Program, Amending the Banning Municipal Code, and Making Findings Pursuant to CEQA.

BACKGROUND:

Development impact fees (DIFs) are commonly imposed by local agencies on new developments as a precondition in the development application process. Revenues realized from DIF programs serve the primary purpose of funding the cost for public facilities necessary for mitigating the impacts of development projects and assure that new developments pay for their share of costs associated with growth.

The legal requirements for enactment of a development impact fee program are set forth in Government Code Sections 66000 through 66025 (also referred to as the "Mitigation Fee Act").

The City of Banning currently imposes DIFs for the following: General Facilities, Police Facilities, Fire Facilities, Parkland/Park Development, Traffic Control Facilities, Water and Wastewater Facilities (collectively referred to as the "DIF Program"). The City's DIFs were last updated in 2006, with the exception of Water and Wastewater which were last updated in 2004 and 2005, respectively.

Existing Development Impact Fees

Land Use	General	Police	Fire	Parks	Traffic	Water	Wastewater
Residential							
Single	$478	$823	$1,355	$1,955	$250	$7,232	$2,786
Multi-Family	$530	$913	$1,355	$2,168	$172	$7,232	$2,786
Non-Residential							
Commercial	$208	$472	$579	$1,233/acre	$1,176	See Note 3	See Note 4
Office	$302	$192	$841	$1,233/acre	$479	See Note 3	See Note 4
Industrial	$73	$73	$468	$1,233/acre	$333	See Note 3	See Note 4

Notes
1. Residential Fees are per dwelling unit.
2. Most non-residential impact fees are based on a tiered fee structure based on square footage. The fees in this table are the highest of each tier.
3. Non-residential water impact fees are based on meter size.
4. Non-residential wastewater impact fees are based on type of use.

In anticipation of future development projects such as Pardee's Atwell project, and considering the time lapse since the last update it was determined that an update to the City's DIF Program was appropriate. The City subsequently entered into Professional Services Agreements with Willdan for completion of the *Development Impact Fee Update Study* ("*DIF Update Study*") and LSA for the preparation of the *Update of the Traffic Fee Component of the Development Impact Fee Program* ("*Traffic Fee Study*") (collectively referred to as "DIF Studies").

DISCUSSION

Development Impact Fee Update Study

The *DIF Update Study* was prepared by Willdan and contains recommendations for the following impact fees: Police Facilities, Fire Protection Facilities, Park Facilities, General City Facilities, Wastewater Facilities and Water Facilities.

Willdan calculated impact fees based on one of the two following methodologies:

1. *Existing Inventory*

The existing inventory approach is based on a facility standard derived from the City's existing level of services (e.g. facilities) and existing demand for services. This approach results in no facility deficiencies attributable to existing development and is often used when a long-range plan for new facilities is not available.

The existing inventory method was used to develop the Police Facilities, Fire Protection Facilities, Parkland and Park Facilities, and the General City Facilities development impact fees.

2. *Planned Facilities*

The planned facilities approach allocates costs based on the ratio of planned facilities that serve new development to the increase in demand associated with new development. This approach is appropriate when specific planned facilities that only benefit new development can be identified, or when the specific share of facilities benefiting new development can be identified.

This method was used for the Water and Wastewater Facilities development impact fees and relied on information from the City's Integrated Master Plan for water, wastewater and recycled water. It should be noted that the cost for recycled water facilities has been included as part of the Water Facilities development impact fee.

Traffic Fee Component of the Impact Fee Program Study (Traffic Fee Study)

The City's current Traffic Control Facility development impact fee was developed to only fund traffic signals at several locations and does not include costs for items such as right-of-way acquisition, intersection widening, installation of additional lanes and utility relocations, which are often required for intersection capacity improvements.

The Traffic Fee Study recommends an updated impact fee for traffic improvements based on a planned facilities approach, as described above.

The following table summarizes the recommended development impact fees for the DIF Studies:

Proposed Impact Fees

Land Use	General	Police	Fire	Parks	Traffic	Water	Wastewater
Residential							
Single	$521	$1,200	$746	$3,819	$3,409	$9,744	$5,061
Multi-Family	$426	$982	$610	$3,125	$2,644	$9,744	$5,061
Non-Residential							
Commercial	$493	$351	$486	-	$8,319	See Note 3	See Note 4
Office	$643	$458	$633	-	$3,518	See Note 3	See Note 4
Industrial	$239	$170	$236	-	$1,791	See Note 3	See Note 4

Notes

1. Residential fees are per dwelling unit (DU).
2. Non-residential impact fees are per 1,000 sq. ft.
3. Non-residential water impact fees are based on meter size. See attached DIF Update Study for full list of fees.
4. Non-residential wastewater impact fees are based on use. See attached DIF Update Study for full list of fees.

JUSTIFICATION:

The City's DIFs were last updated in 2006, with the exception of Water and Wastewater which were last updated in 2004 and 2005, respectively. Cost estimates used to develop the current DIFs are outdated and most cases undervalued, which if not updated, the DIF revenues would not be sufficient to build the public facilities needed to mitigate the impacts of development.

Ordinance 1551 acknowledges the required public hearing regarding the adoption of the updates to the City' DIF program, makes a determination of exemption under the California Environmental Quality Act (CEQA), revises certain sections of the Banning Municipal Code related to development impact fees, and references all new and amended development impact fees in an amended Chapter 15.68 (Development Impact Fees) of Title 15 (Building and Construction) of the Banning Municipal Code.

Fee Calculation Methodologies.

The *DIF Update Study* uses the planned facilities methodology (as detailed in Section 1) as the appropriate methodology to calculate the wastewater and water facilities impact fees, and the existing inventory methodology (also as detailed in Section 1) as the appropriate methodology to calculate the fire, police, general city, and park and recreation facilities impact fees.

The existing inventory methodology allocates costs based on the ratio of existing facilities to demand from existing development. By definition the existing inventory methodology results in no facility deficiencies attributable to existing development. This

methodology is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the *DIF Update Study*. Future facilities to serve growth will be identified through an annual capital improvement plan and budget process, possibly after completion of a new facility master plan.

The planned facilities methodology allocates costs based on the ratio of planned facility costs to demand from new development. This methodology is appropriate when planned facilities will entirely serve new development, or when a fair share allocation of planned facilities to new development can be estimated. An example of the former is a wastewater trunk line extension to a previously undeveloped area. An example of the latter is expansion of an existing library building and book collection, which will be needed only if new development occurs, but which, if built, will in part benefit existing development, as well. Under this methodology, new development funds the expansion of facilities at the standards used in the applicable planning documents.

The *Traffic Fee Study* uses the plan-based fee methodology (as detailed in Section 3.1) as the appropriate methodology to calculate the traffic impact fees since the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated. The plan-based fee methodology is used for facilities that must be designed based on multiple considerations, including, but not limited to, future traffic and infrastructure demand projections, geographic location of anticipated growth, and potential development constraints. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated. The City first analyzed existing facilities, geographic constraints, and current and required levels of service in order to identify future facility needs. This information was then analyzed in conjunction with a projection of the amount and location of future development in order to determine the adequacy of existing facilities and the demand for new improvements.

Mitigation Fee Act Findings.

Section 66001 of the Mitigation Fee Act provides that in any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency, the local agency must:

1. Identify the purpose of the fee;
2. Identify the use to which the fee is to be put and, if financing public facilities, the facilities shall be identified;
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The *DIF Update Study* and the *Traffic Fee Study* have provided a clear nexus for the proposed increase in the City's DIFs in compliance with the Mitigation Fee Act. In accordance with Section 66001(a)(1) of the Mitigation Fee Act, the purpose of the proposed increased City DIFs is described in Section 10 of the *DIF Update Study* and Section 2.1.1 of the *Traffic Fee Study*. In accordance with Section 66001(a)(2), the use to which the increased City DIFs will be put is described in Section 10 of the *DIF Update Study* and Section 2.1.2 of the *Traffic Fee Study*.

Lastly, in accordance with Sections 66001(a)(3)-(4) and (b) of the Mitigation Fee Act, Section 10 of the *DIF Update Study* and Sections 2.1.3 and 2.1.4 of the *Traffic Fee Study* describe the reasonable relationship between (1) the use of the increased City DIFs and the development projects that will pay the fees, (2) the need for the public facilities and the development projects that will pay the fees, and (3) the increased City DIF amounts and the cost of the public facilities attributable to the development projects that will pay the fees.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under CEQA Guidelines Section 15273(a)(4) because these actions and documents are merely establishing a fee to obtain funds for those capital projects necessary to maintain service within existing service areas and these actions do not provide for the creation of new service areas. The capital projects described in the *DIF Update Study* and the *Traffic Fee Study* will maintain the level of service currently provided by the City's existing fire protection, police, general city, traffic control, parkland and park, wastewater, and water facilities systems by ensuring that the impacts of new development will not negatively impact existing service levels.

FISCAL IMPACT:

The update to the City's DIF Program will provided the necessary revenue to fund the capital projects described in the DIF Studies in order to mitigate the impacts of new development and to keep the City's level of service for fire protection, police, general city, traffic control, parkland and parks, wastewater and water facilities systems at a satisfactory level.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-112
   https://banningca.gov/DocumentCenter/View/6389/Attachment-1-Resolution-2019-112

2. Ordinance 1551
   https://banningca.gov/DocumentCenter/View/6390/Attachment-2-Ordinance-1551

3. Development Impact Fee Update Study dated August 7, 2019 (Willdan)
   https://banningca.gov/DocumentCenter/View/6391/Attach-3-Final-Development-Impact-Fee-Update-Study

4. *Update of [the] Traffic Fee Component of the Development Fee Program* dated May 2019 (LSA)
   https://banningca.gov/DocumentCenter/View/6392/Attach-4-Final-Traffic-Component-of-DIF

5. Proof of Publication
   https://banningca.gov/DocumentCenter/View/6393/Attachment-5-Proof-of-Publication

Approved by:

Douglas Schulze
City Manager

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RESOLUTION NO. 2019-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE DEVELOPMENT IMPACT FEE UPDATE STUDY DATED AUGUST 7, 2019, APPROVING THE UPDATE OF [THE] TRAFFIC FEE COMPONENT OF THE DEVELOPMENT FEE PROGRAM DATED MAY 2019, ADOPTING NEW AND AMENDED DEVELOPMENT IMPACT FEES, MAKING A FINDING OF EXEMPTION UNDER CEQA, AND REPEALING PROVISIONS OF RESOLUTION NO. 2006-75 ESTABLISHING OR MODIFYING CERTAIN DEVELOPMENT IMPACT FEES

WHEREAS, in adopting Chapter 12.08, Article II of Chapter 13.08, Chapter 15.68, and Chapter 15.72 of the Banning Municipal Code (the "Municipal Code"), the City Council of the City of Banning (the "City Council" of the "City") established the requirement for the payment of development impact fees by new development within the City, to ensure that certain public facilities or capital improvements are constructed and made available consistent with build-out of the City, in accordance with the City's General Plan and concurrent with the need caused by new development; and

WHEREAS, proposed Ordinance No. 1551, once adopted, will add a new Chapter 15.68 ("Development Impact Fees") to the Municipal Code, which will provide that the City Council shall, by resolution, adopt a schedule setting forth the specific amount of development impact fees that will be levied on upon new development in the City;

WHEREAS, Willdan Financial Services has prepared the *Development Impact Fee Update Study* dated August 7, 2019 (the "*DIF Update Study*"), and LSA Associates, Inc. has prepared the *Update of [the] Traffic Fee Component of the Development Fee Program* dated May 2019 (the "*Traffic Fee Study*") (collectively, the "Studies"). The Studies, together with an Integrated Master Plan (water, sewer, and recycled water systems), identify capital infrastructure, equipment, and other physical needs necessary to accommodate build out of the community under the City's General Plan;

WHEREAS, Section 10 of the *DIF Update Study* and Sections 2.1.1 through 2.1.4 of the *Traffic Fee Study* describe the benefit and impact areas on which development impact fees are to be imposed and collected, describe the reasonable relationship between the development impact fees and the various types of new development, analyze the need for new public facilities and improvements which will be necessitated by new development, set forth a methodology for determining the relationship between new development, the needed public facilities, and the estimated cost of those improvements, and otherwise satisfy the requirements of the law, and Government Code Sections 66000 *et seq.* (the "Mitigation Fee Act"), with regard to the imposition and collection of development impact fees; and

WHEREAS, the Studies project developmental growth in the City through years

2035 for traffic control facilities (Section 1.0 of the *Traffic Fee Study*) and 2040 (Section 2 of the *DIF Update Study*) for fire protection, police, general city, parkland and park, wastewater, and water facilities, based on the City's General Plan, adopted specific plans and other development approvals, and provides the basis for calculating and adopting development impact fees in the following categories: (1) fire protection facilities, (2) police facilities, (3) general City facilities, (4) traffic control facilities, (5) parkland and park facilities, (6) wastewater facilities, and (7) water facilities; and

WHEREAS, the analysis of facilities and improvement costs contained in the Studies, taken together with the methodology established by the Studies, demonstrate the specific costs associated with providing adequate public facilities commensurate with projected levels of new development in the City; and

WHEREAS, the Studies provide the documentation, detail, and other information required by the Mitigation Fee Act as the basis for the adoption and imposition of the development impact fees for fire protection, police, general city, traffic control, parkland and park, wastewater, and water facilities, and Section 10 of the *DIF Update Study* and Sections 2.1.1 through 2.1.4 of the *Traffic Fee Study* describe the benefit and impact area on which the development impact fees are to be imposed, lists the specific public improvements to be financed through the imposition and collection of the development impact fees, describe the estimated cost of providing the improvements and facilities, describe the reasonable relationship between the development impact fees and the various types of new development; and otherwise satisfy the requirements of the law with regard to the imposition and collection of development impact fees; and

WHEREAS, pursuant to the Mitigation Fee Act, the City Council finds that there is a reasonable relationship between the need for park land and park improvements and residential development that does not involve the subdivision of land for which a corresponding fee is charged because future residential development will increase the City's population and will require additional park space and improvements to adequately serve the athletic and recreational needs of these new residents; and

WHEREAS, pursuant to the Mitigation Fee Act, the City Council finds that there is a reasonable relationship between the development and improvement of parks and residential development that does not involve the subdivision of land for which the fee is imposed, because the additional parks and improvements will improve and expand the City's park system and thus reduce the risk that the City's increasing population will overuse or overcrowd the City's parks; and

WHEREAS, pursuant to the Mitigation Fee Act, the City Council finds that the proposed fees for traffic control facilities does not duplicate fees collected under the Western Riverside County Traffic Uniform Mitigation Fee (TUMF) Ordinance because the items listed in the *Update of [the] Traffic Fee Component of the Development Fee Program* only include costs for transportation improvements at intersections, and other costs, that are not included in the TUMF, but would require improvements due to background growth and new development in the City; and

WHEREAS, the facts and evidence presented to the City Council have established that there is a reasonable relationship between the need for new facilities or improvements and the impacts of new development for which a corresponding fee is charged, and also that there is a reasonable relationship between the fees' use and the type of development for which the fee is imposed; and

WHEREAS, the City has complied with the notice and hearing requirements of state law and the Mitigation Fee Act prior to adopting this Resolution, and a notice of public hearing on the development impact fees was mailed as required by law to any interested party who filed a written request with the City Clerk for mailed notice of a meeting on new or increased fees; and

WHEREAS, the City Council held a duly noticed public hearing at the September 10, 2019 Regular City Council meeting, at which time further testimony was presented and the public hearing was closed; and

WHEREAS, the City Council finds that the record of these proceedings, including the Studies, the City's General Plan, ordinances and resolutions, the staff report, written correspondence received by the City, and the testimony received at the hearing prior to the adoption of this Resolution, held on September 10, 2019, contains substantial evidence to support the imposition and collection of the development impact fees established herein; and

WHEREAS, the City Council has reviewed and considered the development impact fees established herein, and finds that the fees will mitigate some of the impacts associated with additional capital and infrastructure needs necessitated by new residential and non-residential development in the City.

NOW, THEREFORE, the City Council of the City of Banning hereby finds, resolves and determines as follows:

SECTION 1: ADOPTION AND INCORPORATION OF RECITALS

The findings and recitals set forth above are true and correct, and are incorporated herein.

SECTION 2: ADOPTION OF THE STUDIES

The City Council hereby approves the *Development Impact Fee Update Study* prepared by Willdan Financial Services and dated August 7, 2019, and the findings contained therein in Sections 2.1.1 through 2.1.4, and the *Update of [the] Traffic Fee Component of the Development Fee Program* prepared by LSA Associates, Inc. and dated May 2019, and the findings contained therein in Section 10. The City Council further adopts the methodology set forth in the Studies (pages 8-9 of the *DIF Update Study* and pages 4-5 of the *Traffic Fee Study*), for calculating and collecting the development impact fees adopted herein. A copy of the Studies shall be on file with the City Clerk and available during regular City business hours for public inspection.

SECTION 3: ADOPTION OF DEVELOPMENT IMPACT FEES

The City Council hereby approves and adopts the development impact fees for fire protection facilities, police facilities, general City facilities, traffic control facilities, parkland and park facilities, wastewater facilities, and water facilities in accordance with the schedule set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 4: METHODOLOGY FOR CALCULATION, ADJUSTMENT, AND COLLECTION OF DEVELOPMENT IMPACT FEES

The development impact fees established in Exhibit A are hereby adopted, and shall be calculated, adjusted, and collected in accordance with City ordinances and the Studies. The amount of the development impact fees may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index). The calculation for that annual adjustment shall be made using the month of April over the month of April in the prior year.

SECTION 5: IMPOSITION AND DEFERRAL OF DEVELOPMENT IMPACT FEES

The development impact fees established herein shall be due and payable in accordance with Government Code Section 66007, upon the issuance of a building permit; provided, however, that development impact fees imposed on residential development may be deferred until the date of the final inspection, or the date the certificate of occupancy is issued, whichever occurs first, pursuant to a written agreement, entered into and recorded in accordance with Government Code Section 66007(c).

SECTION 6: EFFECTIVE DATE OF NEW DEVELOPMENT IMPACT FEES

The development impact fees established by Section 4 of this Resolution shall be effective on the sixtieth (60th) day following the adoption of this Resolution.

SECTION 7: EXCEPTIONS

The development impact fees established herein shall not include fees established and collected pursuant to Chapter 12.52 ("Western Riverside County Multiple Species Habitat Conservation Plan") or Chapter 15.76 ("The Western Riverside County Transportation Uniform Mitigation Fee") of the Municipal Code.

SECTION 8: APPEAL OF FEE IMPOSITION

Any applicant who is subject to payment of the development impact fees established herein may file an appeal in accordance with Chapter 15.68 of the Municipal Code, as that Chapter may be amended from time to time.

SECTION 9: REPEAL OF PRIOR DEVELOPMENT IMPACT FEES ADOPTED BY RESOLUTION NO. 2006-75, AND CONFLICTING RESOLUTIONS

Any and all provisions of Resolution No. 2006-75 and any other prior resolutions of the City Council establishing or modifying development impact fees in the categories

established in the Studies and set forth in Exhibit A, which duplicate or conflict with the provisions of this Resolution and Exhibit A, are hereby repealed and replaced with the fees set forth in Exhibit A and the terms and conditions established by this Resolution upon the effective date of the new development impact fees as provided for in Section 6 of this Resolution.

SECTION 10: ENVIRONMENTAL EXEMPTION

The adoption of the Studies and the development impact fees specified in this Resolution, was reviewed in accordance with the criteria contained in the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines. The City Council finds that adoption of the Studies and the development impact fees specified in this Resolution will not have a significant impact on the environment and are exempt from CEQA pursuant to Section 15061(b)(3) of State CEQA Guidelines because these actions involve the amendment of development impact fees and no specific development is authorized by the adoption of the Studies or the adoption of new and amended development impact fees. Therefore the adoption of the Studies and the development impact fees does not have the potential for causing a significant effect on the environment. In addition, the adoption of this Resolution 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 State CEQA Guidelines 15273(a)(4).

SECTION 11: SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Resolution or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared invalid or unconstitutional.

SECTION 12: CERTIFICATION

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

PASSED, APPROVED AND ADOPTED this 10th day of September, 2019.

_____

Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Daryl Betancur, Deputy City Clerk
City of Baning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin Ennis, 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 Resolution No. 2019-112 was duly adopted at a regular meeting of the City Council of the City of Banning held on the 10th day of September, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Daryl Betancur, Deputy City Clerk
City of Banning, California

EXHIBIT A
SCHEDULE OF DEVELOPMENT IMPACT FEES
Effective 60 Days After Adoption

Adopted on September 10, 2019, and Effective on November 9, 2019

Table E.1: Maximum Justified Impact Fee Summary

Land Use	Police Facilities	Fire Protection Facilities	Parkland and Parks	General City Facilities	Wastewater Facilities[1]	Water Facilities[1]	Total - Maximum Justified Impact Fees
Residential - Fee per Dwelling Unit							
Single Family	$ 1,200	$ 746	$ 3,840	$ 521	$ 5,061	$ 9,744	$ 21,112
Multifamily	982	610	3,142	426	5,061	9,744	19,965
Nonresidential - Fee per 1,000 Sq. Ft.							
Commercial	$ 351	$ 486	$ -	$ 493	See notes	See notes	$ 1,330
Office	458	633	-	643	See notes	See notes	1,734
Industrial	170	236	-	239	See notes	See notes	645

[1] Fee charged by EDU. Refer to Chapter 13.08 of the City's municipal code for the amount of EDUs associated with various types of development.

Sources: Tables 3.6, 4.5, 5.8, 6.6, 7.5 and 8.5.

Table F - Cost per Unit/ Thousand Square Feet Attributable to New Development

Land Use	Trips	New Future Units	Cost ($) / Unit/Thousand Square Feet
Ranch/Agriculture (1 DU/10 AC) Single-Family Residential[3]	675	143.0 DU[1]	**$3,410.05**
Ranch/Agriculture - Hillside (1 DU/10 AC) Single-Family Residential[3]	1,091	231.0 DU[1]	**$3,411.98**
Rural Residential (0-1 DU/10 AC) Single-Family Residential[3]	9,502	2013.0 DU[1]	**$3,410.08**
Rural Residential - Hillside (0-1 DU/10 AC) Single-Family Residential[3]	2,039	432.0 DU[1]	**$3,409.78**
Very Low Density Residential (0-2 DU/AC) Single-Family Residential[3]	14,977	3173.0 DU[1]	**$3,409.95**
Low Density Residential (0-5 DU/AC) Single-Family Residential[3]	37,949	8040.0 DU[1]	**$3,409.87**
Medium Density Residential (0-10 DU/AC) Condominium[4]	12,122	3312.0 DU[1]	**$2,644.10**
High Density Residential (11-18 DU/AC) Apartment[5]	11,017	3010.0 DU[1]	**$2,644.17**
Mobile Home Park Mobile-Home Park[6]	473	189.0 DU[1]	**$1,807.98**
General Commercial Shopping Center[7]	27,816	2415.9 TSF[2]	**$8,317.72**
Highway Serving Commercial Shopping Center[7]	806	70.0 TSF[2]	**$8,323.33**
Downtown Commercial Shopping Center[7]	1,247	108.3 TSF[2]	**$8,319.00**
Professional Office General Office[8]	868	178.2 TSF[2]	**$3,518.23**
Business Park Business Park[9]	19,786	3181.0 TSF[2]	**$4,493.57**
Industrial General Light Industrial[10]	7,403	2984.9 TSF[2]	**$1,791.69**
Airport Industrial Manufacturing[11]	2,015	1025.5 TSF[2]	**$1,419.54**
Industrial-Mineral Resources Warehousing[12]	263	301.5 TSF[2]	**$630.09**

Notes:

[1] DU = Dwelling Units

[2] TSF = Thousand Square Feet

ORDINANCE NO. 1551

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, UPDATING THE CITY'S DEVELOPMENT IMPACT FEE PROGRAM, AMENDING THE BANNING MUNICIPAL CODE, MAKING FINDINGS PURSUANT TO CEQA, AND REPEALING PROVISIONS OF ORDINANCE NOS. 1320 AND 1321 ESTABLISHING OR MODIFYING CERTAIN DEVELOPMENT IMPACT FEES

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. On September 10, 2019, the City Council held a duly noticed open and public meeting regarding the proposed adoption of the proposed updated Development Impact Fee program, as required by Government Code Section 66016.

B. On September 10, 2019, the City Council held a duly noticed public hearing regarding the adoption of the proposed updated Development Impact Fee program, as required by Government Code Section 66018. Following the receipt of all staff reports, public testimony and other evidence, the public hearing was closed.

C. All other prerequisites to the adoption of this Ordinance, the approval of the *Development Impact Fee Update Study* prepared by Willdan Financial Services and dated August 7, 2019, the *Update of [the] Traffic Fee Component of the Development Fee Program* prepared by LSA Associates, Inc. and dated May 2019, and the proposed updated fire protection, police, general city, traffic control, parkland and park, wastewater, and water facilities development impact fees, as specified by the Mitigation Fee Act (Cal. Gov. Code, § 66000 *et seq.*) and other applicable laws, have been satisfied.

Section 2. The City Council makes the following California Environmental Quality Act findings in connection with the adoption of this Ordinance:

A. City staff has evaluated the potential environmental impacts of the adoption of this Ordinance, the approval of the *Development Impact Fee Update Study* prepared by Willdan Financial Services and dated August 7, 2019, the *Update of [the] Traffic Fee Component of the Development Fee Program* prepared by LSA Associates, Inc. and dated May 2019, and the proposed updated fire protection, police, general city, traffic control, parkland and park, wastewater, and water facilities development impact fees pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under CEQA Guidelines Section 15273(a)(4) because these actions and documents are

merely establishing a fee to obtain funds for those capital projects necessary to maintain service within existing service areas and these actions do not provide for the creation of new service areas. The capital projects described in the *Development Impact Fee Update Study* and the *Update of [the] Traffic Fee Component of the Development Fee Program* will maintain the level of service currently provided by the City's existing fire protection, police, general city, traffic control, parkland and park, wastewater, and water facilities systems by ensuring that the impacts of new development will not negatively impact existing service levels.

B. The City Council concurs with City staff's determination that the adoption of this Ordinance, the approval of the *Development Impact Fee Update Study* and the *Update of [the] Traffic Fee Component of the Development Fee Program*, and the adoption of the proposed updated fire protection, police, general city, traffic control, parkland and park, wastewater, and water facilities development impact fees do not constitute a project under CEQA pursuant to CEQA Guidelines Section 15378(b)(4). The City Council additionally concurs with City staff's determination that the adoption of this Ordinance, the approval of the *Development Impact Fee Update Study* and the *Update of [the] Traffic Fee Component of the Development Fee Program*, and the adoption of the proposed updated fire protection, police, general city, traffic control, parkland and park, wastewater, and water facilities development impact fees are statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15273(a)(4).

C. The City Council hereby directs City staff to prepare and file a Notice of Exemption with the County Clerk pursuant to CEQA Guidelines Section 15062 within five (5) days of the date that this Ordinance is adopted.

Section 3. The definition of "Multispecies habitat conservation plan fee" in Section 3.36.020 (Definitions) of Chapter 3.36 (Fee and Service Charge Revenue/Cost Comparison) of Title 3 (Revenue and Finance) of the Banning Municipal Code is hereby amended to read as follows:

"'Multispecies habitat conservation plan fee' means the impact fee imposed and levied under Ordinance 1305, as codified in Chapter 15.72 of this Code adopting the "Multispecies Habitat Conservation Plan" (MSHCP). The MSHCP establishes a fee known as the MSHCP fee, the purpose of which is to mitigate the incidental take of listed, threatened, and protected species and their habitats within areas of Western Riverside County, including the City of Banning. The city has decided to participate in the MSHCP through the adoption of Ordinance No. 1305, as codified in Chapter 15.72."

Section 4. Chapter 12.08 (Bridge and Major Thoroughfare Fees) of Title 12 (Streets, Sidewalks and Public Places) of the Banning Municipal Code is hereby deleted in its entirety and amended to read as follows:

"Chapter 12.08 - RESERVED".

Section 5. Sections 13.08.050 (Water System Connection Fee) and 13.08.060 (Sewer System Connection Fee) of Article II (Water and Sewer Rates and Fees) of

Chapter 13.08 (Water, Sewer and Electricity Rates) of Title 13 (Public Services) of the Banning Municipal Code are hereby deleted in their entirety.

Section 6. Section 13.08.070 (Wastewater Rate Schedule) of Article II (Water and Sewer Rates and Fees) of Chapter 13.08 (Water, Sewer and Electricity Rates) of Title 13 (Public Services) of the Banning Municipal Code is hereby renumbered Section 13.08.050.

Section 7. Chapter 15.68 (Open Space and Park Fees) of Title 15 (Buildings and Construction) of the Banning Municipal Code is hereby deleted in its entirety.

Section 8. A new Chapter 15.68 (Development Impact Fees) is hereby added to Title 15 (Buildings and Construction) of the Banning Municipal Code to read as follows:

"**Chapter 15.68**

DEVELOPMENT IMPACT FEES

Sections:

15.68.010 Fire protection facilities development impact fee.

15.68.020 Police facilities development impact fee.

15.68.030 General city facilities development impact fee.

15.68.040 Traffic control facilities development impact fee.

15.68.050 Parkland and park facilities development impact fee.

15.68.060 Wastewater facilities development impact fee.

15.68.070 Water facilities development impact fee.

15.68.010 Fire protection facilities development impact fee.

A. Findings and Intent.

1. New residential and non-residential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for fire protection facilities.

2. Failure to enhance the ability of the city's fire protection facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the fire services they need.

3. Sources of city revenue other than fire protection facilities development impact fees, including tax revenues that will be paid by new residential and non-residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on fire facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's fire facilities system. The city may therefore require developers to mitigate fire protection facilities impacts caused by their development and to pay a fire protection facilities development impact fee that will be used to mitigate those impacts by constructing fire facilities pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of fire protection facilities development impact fees collected pursuant to this section shall be limited to the cost of fire protection facilities necessary to mitigate the impact attributable to new development. The amount of fire protection facilities development impact fees collected shall not include the cost of fire protection facilities necessary to address the impacts of existing development.

B. Residential Fire Protection Facilities Fee Required.

1. Except as provided in subsection D of this section, the required fire protection facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required fire protection facilities development impact fee shall be due and paid on a lump-sum basis on the date the first dwelling in the development or development phase receives its final building inspection, or certificate of occupancy, whichever occurs first.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the fire protection facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the fire protection facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the Community Development Department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Fire Protection Facilities Fee Required.

1. Except as provided in subsection D of this section, the required fire protection facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required fire protection facilities

development impact fee shall be due and paid on a lump-sum basis upon issuance of the building permit.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the fire protection facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the fire protection facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Fire Protection Facilities Fee - Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of fire protection facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in Section 17.04.070.

c. The remodeling or rebuilding of an existing non-residential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than 50 percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the fire protection facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which fire protection facilities development impact fees are assessed to the developer, or

equivalent or comparable fire protection facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the fire protection facilities development impact fee required by subsections B and C of this section if the developer constructs fire protection facilities improvements pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The fire protection facilities development impact fee may be reduced by the amount of fire protection facilities improvement costs that would be reasonably incurred by the city in building those same fire protection facilities improvements. The amount of such reduction shall be subject to the approval of the Community Development Director, with concurrence from the fire chief, prior to construction of the fire protection facilities improvement.

4. A developer may be entitled to a reduction in the amount of the fire protection facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The fire protection facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of fire protection facilities improvements. The amount of such reduction shall not exceed the amount of the fire protection facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the fire protection facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the fire protection facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the fire protection facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty (30) calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen (15) calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty (60) calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E., any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the fire protection facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E., then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all fire protection facilities development impact fees paid and collected pursuant to this section shall be placed into one (1) or more separate account(s) established for such fee and used solely for the purpose of constructing fire protection facilities improvements pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the Community Development Director authorizes minor alterations, with the concurrence of the fire chief, to such plans or budget, then those alterations shall not affect the ability of the city to use fire protection facilities development impact fees collected pursuant to this section for the purpose of constructing fire protection facilities improvements in accordance with the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the fire protection facilities development impact fee amount, an applicant subject to the payment of fire protection facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1. of this section for residential fire protection facilities development impact fees or subsection C.1. of this section for non-residential fire facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights

became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the fire protection facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new fire facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*).

15.68.020 Police facilities development impact fee.

A. Findings and Intent.

1. New residential and non-residential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for police facilities.

2. Failure to enhance the ability of the city's police facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the police services they need.

3. Sources of city revenue other than police facilities development impact fees, including tax revenues that will be paid by new residential and non-residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on police facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's police facilities system. The city may therefore require developers to mitigate police facilities impacts caused by their development and to pay a police facilities development impact fee that will be used to mitigate those impacts by constructing police facilities pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of police facilities development impact fees collected pursuant to this section shall be limited to the cost of police facilities necessary to mitigate the impact attributable to new development. The amount of police facilities development impact fees collected shall not include the cost of police facilities necessary to address the impacts of existing development.

B. Residential Police Facilities Fee Required.

1. Except as provided in subsection D of this section, the required police facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required police facilities development impact fee shall be due and paid on a lump-sum basis on the date the first dwelling in the

development or development phase receives its final building inspection, or certificate of occupancy, whichever occurs first.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the police facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the police facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the Community Development Department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Police Facilities Fee Required.

1. Except as provided in subsection D of this section, the required police facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required police facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the building permit.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the police facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the police facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Police Facilities Fee - Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of police facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in Section 17.04.070.

c. The remodeling or rebuilding of an existing non-residential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than 50 percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the police facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which police facilities development impact fees are assessed to the developer, or equivalent or comparable police facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the police facilities development impact fee required by subsections B and C of this section if the developer constructs police facilities improvements pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The police facilities development impact fee may be reduced by the amount of police facilities improvement costs that would be reasonably incurred by the city in building those same police facilities improvements. The amount of such reduction shall be subject to the approval of the Community Development Director, with concurrence from the police chief, prior to construction of the police facilities improvement.

4. A developer may be entitled to a reduction in the amount of the police facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The police facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of police facilities improvements. The amount of such reduction shall not exceed the amount of the police facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the police facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the police facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the police facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty (30) calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen (15) calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty (60) calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E., any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the police facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E., then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all police facilities development impact fees paid and collected pursuant to this section shall be placed into one (1) or more separate account(s) established for such fee and used solely for the purpose of constructing police facilities improvements pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the Community Development Director authorizes, with concurrence from the police chief, minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use police facilities development impact fees collected pursuant to this section for the purpose of constructing police facilities improvements in accordance with the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the police facilities development impact fee amount, an applicant subject to the payment of police facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1. of this section for residential police facilities development impact fees or subsection C.1. of this section for non-residential police facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the police facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new police facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*).

15.68.030 General city facilities development impact fee.

A. Findings and Intent.

1. New residential and non-residential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for general city facilities.

2. Failure to enhance the ability of the city's general city facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the general city services they need.

3. Sources of city revenue other than general city facilities development impact fees, including tax revenues that will be paid by new residential and non-residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on general city facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's general city facilities system. The city may therefore require developers to mitigate general city facilities impacts caused by their development and to pay a general city facilities development impact fee that will be used to mitigate those impacts by constructing general city facilities pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of general city facilities development impact fees collected pursuant to this section shall be limited to the cost of general city facilities necessary to mitigate the impact attributable to new development. The amount of general city facilities development impact fees collected shall not include the cost of general city facilities necessary to address the impacts of existing development.

B. Residential General City Facilities Fee Required.

1. Except as provided in subsection D of this section, the required general city facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required general city facilities development impact fee shall be due and paid on a lump-sum basis on the date the first dwelling in the development or development phase receives its final building inspection, or certificate of occupancy, whichever occurs first.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the general city facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the general city facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the Community Development Department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential General City Facilities Fee Required.

1. Except as provided in subsection D of this section, the required general city facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required general city facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the building permit.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the general city facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the general city facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. General City Facilities Fee - Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of general city facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in Section 17.04.070.

c. The remodeling or rebuilding of an existing non-residential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than 50 percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the general city facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which general city facilities development impact fees are assessed to the developer, or equivalent or comparable general city facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the general city facilities development impact fee required by subsections B and C of this section if the developer constructs general city facilities improvements pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The general city facilities development impact fee may be reduced by the amount of general city facilities improvement costs that would be reasonably incurred by the city in building those same general city facilities improvements. The amount of such reduction shall be subject to the approval of the Community Development Director, with concurrence from the public works director, prior to construction of the general city facilities improvement.

4. A developer may be entitled to a reduction in the amount of the general city facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The general city facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of general city facilities improvements. The amount of such reduction shall not exceed the amount of the general city facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the general city facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the general city facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the general city facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty (30) calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen (15) calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty (60) calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E., any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the general city facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E., then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all general city facilities development impact fees paid and collected pursuant to this section shall be placed into one (1) or more separate account(s) established for such fee and used solely for the purpose of constructing general city facilities improvements pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the Community Development Director authorizes minor alterations to such plans or budget, with the concurrence of the public works director, then those alterations shall not affect the ability of the city to use general city facilities development impact fees collected pursuant to this section for the purpose of constructing general city facilities improvements in accordance with the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the general city facilities development impact fee amount, an applicant subject to the payment of general city facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1. of this section for residential general city facilities development impact fees or subsection C.1. of this

section for non-residential general city facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the general city facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new general city facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*).

15.68.040 Traffic control facilities development impact fee.

A. Findings and Intent.

1. New residential and non-residential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for traffic control facilities.

2. Failure to enhance the ability of the city's traffic control facilities system to accommodate increased traffic will make it more difficult for residents, employers, and employees to access residences and places of employment and could cause unacceptable harm to the quality of life in the city.

3. Sources of city revenue other than traffic control facilities development impact fees, including tax revenues that will be paid by new residential and non-residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on traffic control facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's traffic control facilities system. The city may therefore require developers to mitigate traffic control facilities impacts caused by their development and to pay a traffic control facilities development impact fee that will be used to mitigate those impacts by constructing traffic control facilities pursuant to the most current traffic control facilities plan.

5. The amount of traffic control facilities development impact fees collected pursuant to this section shall be limited to the cost of traffic control facilities necessary to mitigate the impact attributable to new development. The amount of traffic control facilities development impact fees collected shall not include the cost of traffic control facilities necessary to address the impacts of existing development.

B. Residential Traffic Control Facilities Fee Required.

1. Except as provided in subsection D of this section, the required traffic control facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required traffic control facilities development impact fee shall be due and paid on a lump-sum basis on the date the first dwelling in the development or development phase receives its final building inspection, or certificate of occupancy, whichever occurs first.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the traffic control facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the traffic control facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the Community Development Department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Traffic Control Facilities Fee Required.

1. Except as provided in subsection D of this section, the required traffic control facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required traffic control facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the building permit.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the traffic control facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the traffic control facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Traffic Control Facilities Fee - Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of traffic control facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in Section 17.04.070.

c. The remodeling or rebuilding of an existing non-residential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than 50 percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the traffic control facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which traffic control facilities development impact fees are assessed to the developer, or equivalent or comparable traffic control facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the traffic control facilities development impact fee required by subsections B and C of this section if the developer constructs traffic control facilities improvements pursuant to the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The traffic control facilities development impact fee may be reduced by the amount of traffic control facilities improvement costs that would be reasonably incurred by the city in building those same traffic control facilities improvements. The amount of such reduction shall be subject to the approval of the Community Development Director, with concurrence from the public works director, prior to construction of the traffic control facilities improvement.

4. A developer may be entitled to a reduction in the amount of the traffic control facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The traffic control

facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of traffic control facilities improvements. The amount of such reduction shall not exceed the amount of the traffic control facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the traffic control facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the traffic control facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the traffic control facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty (30) calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen (15) calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty (60) calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E., any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the traffic control facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E., then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all traffic control facilities development impact fees paid and collected pursuant to this section shall be placed into one (1) or more separate account(s) established for such fee and used solely for the purpose of constructing traffic control facilities improvements pursuant to the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the Community Development Director authorizes, with the concurrence from the public works director, minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use traffic control facilities development impact fees collected pursuant to this section for the purpose of constructing traffic control facilities improvements in accordance with the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the traffic control facilities development impact fee amount, an applicant subject to the payment of traffic control facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1. of this section for residential traffic control facilities development impact fees or subsection C.1. of this section for non-residential traffic control facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the traffic control facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new traffic control facilities plan, capital improvement plan, or budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*).

15.68.050 Parkland and park facilities development impact fee.

A. Findings and Intent.

1. New residential development in the city has attracted and will continue to attract residents to the city, and there is a causal connection between such development projects and the increased need for parkland and park facilities.

2. Failure to enhance the ability of the city's parkland and park facilities system to accommodate increases in residents will make it more difficult for residents to access parks and could cause unacceptable harm to the quality of life in the city.

3. Sources of city revenue other than parkland and park facilities development impact fees, including tax revenues that will be paid by new residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on parkland and park facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's parkland and park facilities system. The city may therefore require developers to mitigate parkland and park facilities impacts caused by their development and to pay a parkland and park facilities development impact fee that will be used to mitigate those impacts by constructing parkland and park facilities pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of parkland and park facilities development impact fees collected pursuant to this section shall be limited to the cost of parkland and park facilities necessary to mitigate the impact attributable to new development. The amount of parkland and park facilities development impact fees collected shall not include the cost of parkland and park facilities necessary to address the impacts of existing development.

B. Residential Parkland and Park Facilities Fee Required.

1. Except as provided in subsection C of this section, the required parkland and park facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required parkland and park facilities development impact fee shall be due and paid on a lump-sum basis on the date the first dwelling in the development or development phase receives its final building inspection, or certificate of occupancy, whichever occurs first.

2. The Community Development Director, or his or her designee, shall be responsible for calculating the amount of the parkland and park facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the parkland and park facilities development impact fee. In calculating such fee, the Community Development Director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the Community Development Department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and

certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Parkland and park facilities Fee - Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of parkland and park facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in Section 17.04.070.

c. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

d. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the parkland and park facilities development impact fee requirements of subsection B of this section if the developer enters into a development agreement with the city pursuant to which parkland and park facilities development impact fees are assessed to the developer, or equivalent or comparable parkland and park facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the parkland and park facilities development impact fee required by subsection B of this section if the developer constructs parkland and park facilities improvements pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The parkland and park facilities development impact fee may be reduced by the amount of parkland and park facilities improvement costs that would be reasonably incurred by the city in building those same parkland and park facilities improvements. The amount of such reduction shall be subject to the approval of the Community Development Director, with concurrence from the parks and recreation director, prior to construction of the parkland and park facilities improvement.

4. A developer may be entitled to a reduction in the amount of the parkland and park facilities development impact fee required by subsection B of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The parkland and park facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of parkland and park facilities improvements. The amount of such reduction shall not exceed the amount of the parkland and park facilities development impact fee required by subsection B of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the parkland and park facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

D. Appeals.

1. A developer subject to the parkland and park facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the parkland and park facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty (30) calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen (15) calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty (60) calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection D., any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the parkland and park facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection D., then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of

the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun.

E. Use of Funds. Pursuant to California Government Code Section 66006, all parkland and park facilities development impact fees paid and collected pursuant to this section shall be placed into one (1) or more separate account(s) established for such fee and used solely for the purpose of constructing parkland and park facilities improvements pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the Community Development Director, with concurrence from the parks and recreation director, authorizes minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use parkland and park facilities development impact fees collected pursuant to this section for the purpose of constructing parkland and park facilities improvements in accordance with the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the parkland and park facilities development impact fee amount, an applicant subject to the payment of parkland and park facilities development impact fees required by subsection B of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1. of this section for residential parkland and park facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the parkland and park facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new parkland and park facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*).

15.68.060 Wastewater facilities development impact fee.

A. Findings and Intent.

1. New residential and non-residential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for wastewater facilities.

2. Failure to enhance the ability of the city's wastewater facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the wasterwater services they need.

3. Sources of city revenue other than wastewater facilities development impact fees, including tax revenues that will be paid by new residential and non-residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on wastewater facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's wastewater facilities system. The city may therefore require developers to mitigate wastewater facilities impacts caused by their development and to pay a wastewater facilities development impact fee that will be used to mitigate those impacts by constructing wastewater facilities pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of wastewater facilities development impact fees collected pursuant to this section shall be limited to the cost of wastewater facilities necessary to mitigate the impact attributable to new development. The amount of wastewater facilities development impact fees collected shall not include the cost of wastewater facilities necessary to address the impacts of existing development.

B. Residential Wastewater Facilities Fee Required.

1. Except as provided in subsection D of this section, the required wastewater facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required wastewater facilities development impact fee shall be due and paid on a lump-sum basis on the date the first dwelling in the development or development phase receives its final building inspection, or certificate of occupancy, whichever occurs first.

2. The public works director, or his or her designee, shall be responsible for calculating the amount of the wastewater facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the wastewater facilities development impact fee. In calculating such fee, the public works director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the Community Development Department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and

certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Wastewater Facilities Fee Required.

1. Except as provided in subsection D of this section, the required wastewater facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required wastewater facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the building permit.

2. The public works director, or his or her designee, shall be responsible for calculating the amount of the wastewater facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the wastewater facilities development impact fee. In calculating such fee, the public works director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Wastewater Facilities Fee - Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of wastewater facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in Section 17.04.070.

c. The remodeling or rebuilding of an existing non-residential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than 50 percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the wastewater facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which wastewater facilities development impact fees are assessed to the developer, or equivalent or comparable wastewater facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the wastewater facilities development impact fee required by subsections B and C of this section if the developer constructs wastewater facilities improvements pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The wastewater facilities development impact fee may be reduced by the amount of wastewater facilities improvement costs that would be reasonably incurred by the city in building those same wastewater facilities improvements. The amount of such reduction shall be subject to the approval of the public works director prior to construction of the wastewater facilities improvement.

4. A developer may be entitled to a reduction in the amount of the wastewater facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The wastewater facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of wastewater facilities improvements. The amount of such reduction shall not exceed the amount of the wastewater facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the wastewater facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the wastewater facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the wastewater facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application

shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty (30) calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen (15) calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty (60) calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E., any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the wastewater facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E., then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all wastewater facilities development impact fees paid and collected pursuant to this section shall be placed into one (1) or more separate account(s) established for such fee and used solely for the purpose of constructing wastewater facilities improvements pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the public works director authorizes minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use wastewater facilities development impact fees collected pursuant to this section for the purpose of constructing wastewater facilities improvements in accordance with the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the wastewater facilities development impact fee amount, an applicant subject to the payment of wastewater facilities development impact fees

required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1. of this section for residential wastewater facilities development impact fees or subsection C.1. of this section for non-residential wastewater facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the wastewater facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new wastewater facilities plan, capital improvement plan, or city budget, as applicable and required studies prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*).

15.68.070 Water facilities development impact fee.

A. Findings and Intent.

1. New residential and non-residential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for water facilities.

2. Failure to enhance the ability of the city's water facilities system to accommodate additional service connections will make it more difficult for residents, employers, and employees to obtain the water services they need.

3. Sources of city revenue other than water facilities development impact fees, including tax revenues that will be paid by new residential and non-residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on water facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's water facilities system. The city may therefore require developers to mitigate water facilities impacts caused by their development and to pay a water facilities development impact fee that will be used to mitigate those impacts by constructing water facilities pursuant to the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of water facilities development impact fees collected pursuant to this section shall be limited to the cost of water facilities necessary to mitigate the impact attributable to new development. The amount of water facilities development impact fees collected shall not include the cost of water facilities necessary to address the impacts of existing development.

B. Residential Water Facilities Fee Required.

1. Except as provided in subsection D of this section, the required water facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required water facilities development impact fee shall be due and paid on a lump-sum basis on the date the first dwelling in the development or development phase receives its final building inspection, or certificate of occupancy, whichever occurs first.

2. The public works director, or his or her designee, shall be responsible for calculating the amount of the water facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the water facilities development impact fee. In calculating such fee, the public works director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the Community Development Department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Water Facilities Fee Required.

1. Except as provided in subsection D of this section, the required water facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required water facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the building permit.

2. The public works director, or his or her designee, shall be responsible for calculating the amount of the water facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the water facilities development impact fee. In calculating such fee, the public works director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Water Facilities Fee - Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of water facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in Section 17.04.070.

c. The remodeling or rebuilding of an existing non-residential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than 50 percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

c. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

d. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the water facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which water facilities development impact fees are assessed to the developer, or equivalent or comparable water facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the water facilities development impact fee required by subsections B and C of this section if the developer constructs water facilities improvements pursuant to the most current water facilities plan, , the most current capital improvement plan, or the annual budget process, as applicable. The water facilities development impact fee may be reduced by the amount of water facilities improvement costs that would be reasonably incurred by the city in building those same water facilities improvements. The amount of such reduction shall be subject to the approval of the public works director prior to construction of the water facilities improvement.

4. A developer may be entitled to a reduction in the amount of the water facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The water facilities development impact fee may be reduced by the amount of the total assessment placed

upon the development for the costs of water facilities improvements. The amount of such reduction shall not exceed the amount of the water facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the water facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the water facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the water facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty (30) calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen (15) calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty (60) calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E., any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the water facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E., then upon the payment of the required fees, the city shall,

pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all water facilities development impact fees paid and collected pursuant to this section shall be placed into one (1) or more separate account(s) established for such fee and used solely for the purpose of constructing water facilities improvements pursuant to the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the public works director authorizes minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use water facilities development impact fees collected pursuant to this section for the purpose of constructing water facilities improvements in accordance with the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the water facilities development impact fee amount, an applicant subject to the payment of water facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1. of this section for residential water facilities development impact fees or subsection C.1. of this section for non-residential water facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the water facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new water facilities plan, capital improvement plan, or city budget, as applicable and required studies prepared and adopted pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*)."

Section 9. Chapter 15.72 (Miscellaneous Development Fees) of Title 15 (Buildings and Construction) of the Banning Municipal Code is hereby deleted in its entirety.

Section 10. Chapter 12.52 (Western Riverside County Multiple Species Habitat Conservation Plan) and Sections 12.52.010 through 12.52.050 of Article I of Chapter 12.52 and Sections 12.52.060 through 12.52.150 of Article II of Chapter 12.52 are hereby renumbered as Chapter 15.72 and Sections 15.72.010 through 15.72.050 of Article I of Chapter 15.72 and Sections 15.72.060 through 15.72.150 of Article II of Chapter 15.72, respectively, and is amended to read as follows:

"Chapter 12.52 - Reserved."

Section 11. The definition of "Ordinance" in Section 15.72.020 (Definitions) of Article I (Title) of Chapter 15.72 (Western Riverside County Multiple Species Habitat Conservation Plan) of Title 15 (Buildings and Construction) of the Banning Municipal Code is hereby amended to read as follows:

"'Ordinance' means chapter 15.72 of title 15, of this Code."

Section 12. Section 15.72.030 (Application of Regulations) of Article I (Title) of Chapter 15.72 (Western Riverside County Multiple Species Habitat Conservation Plan) of Title 15 (Buildings and Construction) of the Banning Municipal Code is hereby amended to read as follows:

"**15.72.030 Application of regulations.**

Except as provided in Section 15.72.040, this chapter shall apply to all land within the city shown on the MSHCP plan map, attached to the ordinance codified in this chapter as Exhibit 1. Upon application to the city for a development project, an applicant shall be required to comply with the procedures set forth in this chapter. Upon the city's initiation of a project that is subject to CEQA, the city shall be required to comply with the procedures set forth in this chapter. No project requiring a discretionary, or certain ministerial permits or approvals that could have adverse impacts to species covered under the MSHCP, shall be approved by the city, and no city-initiated public project shall be undertaken, unless the project is consistent with the MSHCP and this chapter."

Section 13. The definition of "Credit" in Section 15.72.070 (Definitions) of Article II (MSHCP Mitigation Fee) of Chapter 15.72 (Western Riverside County Multiple Species Habitat Conservation Plan) of Title 15 (Buildings and Construction) of the Banning Municipal Code is hereby amended to read as follows:

"'Credit' means a credit allowed pursuant to Section 15.72.080 of this article, which may be applied against the development impact fee paid."

Section 14. Repeal of Prior Development Impact Fees Adopted by Ordinance Nos. 1320 and 1321, and Conflicting Ordinances. Any and all provisions of Ordinances Nos. 1320 and 1321 and any other prior ordinances establishing or modifying development impact fees in the categories established in the *Development Impact Fee Update Study* dated August 7, 2019 prepared by Willdan Financial Services and the *Update of [the] Traffic Fee Component of the Development Fee Program* dated May 2019 prepared by LSA Associates, Inc., and set forth in Exhibit A to City Council Resolution No. 2019-112, which duplicate or conflict with the provisions of Resolution No. 2019-112 and its Exhibit A, are hereby repealed and replaced with the fees set forth in Exhibit A to Resolution No. 2019-112, and the terms and conditions established by Resolution No. 2019-112 upon the effective date of the new development impact fees as provided for in Section 6 of Resolution No. 2019-112.

Section 15. 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 24th day of September, 2019.

_____
Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Laurie Sampson, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance No. 1551 was duly adopted at a regular meeting of the City Council of the City of Banning held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

CITY OF BANNING

DEVELOPMENT IMPACT FEE UPDATE STUDY

FINAL

AUGUST 7, 2019

WILLDAN Financial Services

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APPENDIX A-1

Executive Summary

This report summarizes an analysis of the maximum justified development impact fees allowable to support future development in Banning through 2040. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The public facilities and improvements included in this analysis are divided into the fee categories listed below:

- Police Facilities;
- Fire Facilities;
- Parks and Recreation Facilities;
- General City Facilities;
- Wastewater Facilities; and,
- Water Facilities.

Background and Study Objectives

The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with growth. Although growth also imposes operating costs, there is no similar system to generate revenue from new development for services. The primary purpose of this report is to calculate and present fees that will enable the City to expand its inventory of public facilities as new development creates increases in service demands.

The City imposes public facilities fees under authority granted by the *Mitigation Fee Act (*the *Act)*, contained in *California Government Code* Sections 66000 *et seq*. This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

All development impact fee-funded capital projects should be programmed through the City's five-year Capital Improvement Plan (CIP). Using a CIP can help the City identify and direct its fee revenue to public facilities projects that will accommodate future growth. By programming fee revenues to specific capital projects, the City can help ensure a reasonable relationship between new development and the use of fee revenues as required by the *Mitigation Fee Act*.

Facility Standards and Costs

There are three approaches typically used to calculate facilities standards and allocate the costs of planned facilities to accommodate growth in compliance with the *Mitigation Fee Act* requirements.

The **existing inventory** approach is based on a facility standard derived from the City's existing level of facilities and existing demand for services. This approach results in no facility deficiencies attributable to existing development. This approach is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth will be identified through the City's annual capital improvement plan and budget process and/or completion of a new facility master plan. This approach is used for the fire, police, general city facilities and parkland and parks fees in this study.

The **planned facilities** approach allocates costs based on the ratio of planned facilities that serve new development to the increase in demand associated with new development. This approach is appropriate when specific planned facilities that only benefit new development can be identified,

or when the specific share of facilities benefiting new development can be identified. Examples include street improvements to avoid deficient levels of service or a wastewater trunk line extension to a previously undeveloped area. This approach is used for the wastewater facilities and water facilities fees in this report.

The **system plan** approach is based on a master facilities plan in situations where the needed facilities serve both existing and new development. This approach allocates existing and planned facilities across existing and new development to determine new development's fair share of facility needs. This approach is used when it is not possible to differentiate the benefits of new facilities between new and existing development. Often the system plan is based on increasing facility standards, so the City must find non-impact fee revenue sources to fund existing development's fair share of planned facilities. This approach is not used in this report.

Use of Fee Revenues

Impact fee revenue must be spent on new facilities or expansion of current facilities to serve new development. Facilities can be generally defined as capital acquisition items with a useful life greater than five years. Impact fee revenue can be spent on capital facilities to serve new development, including but not limited to: land acquisition, construction of buildings and infrastructure, the acquisition of vehicles or equipment, information technology, software licenses and equipment.

Development Impact Fee Schedule Summary

Table E.1 summarizes the maximum justified development impact fees that meet the City's identified needs and comply with the requirements of the *Mitigation Fee Act*. Table E.2 summarizes the City's existing impact fee schedule.

Table E.1: Maximum Justified Impact Fee Summary

Land Use	Police Facilities	Fire Protection Facilities	Parkland and Parks	General City Facilities	Wastewater Facilities[1]	Water Facilities[1]	Total - Maximum Justified Impact Fees
Residential - Fee per Dwelling Unit							
Single Family	$ 1,200	$ 746	$ 3,840	$ 521	$ 5,061	$ 9,744	$ 21,112
Multifamily	982	610	3,142	426	5,061	9,744	19,965
Nonresidential - Fee per 1,000 Sq. Ft.							
Commercial	$ 351	$ 486	$ -	$ 493	See notes	See notes	$ 1,330
Office	458	633	-	643	See notes	See notes	1,734
Industrial	170	236	-	239	See notes	See notes	645

[1] Fee charged by EDU. Refer to Chapter 13.08 of the City's municipal code for the amount of EDUs associated with various types of development.

Sources: Tables 3.6, 4.5, 5.8, 6.6, 7.5 and 8.5.

Table E.2: Existing Fee Schedule Summary

Land Use	Police Facilities	Fire Protection Facilities	Parkland and Parks[1]	General City Facilities	Wastewater Facilities[2]	Water Facilities[2]	Total
Residential - Fee per Dwelling Unit[3]							
Single Family	$ 823	$ 1,335	$ 1,955	$ 478	$ 2,786	$ 7,232	$ 14,609
Multifamily	913	1,335	2,168	530	2,786	7,232	14,964
Nonresidential - Fee per 1,000 Sq. Ft.[4]							
Commercial	$ 472	$ 579	See notes	$ 208	See notes	See notes	$ 1,259
Office	192	841	See notes	302	See notes	See notes	1,335
Industrial	73	468	See notes	168	See notes	See notes	709

[1] Nonresidential fees charged per at $1,233 per acre.

[2] Nonresidential fees depend on project and are not listed in fee schedule.

[3] Single family detached fee shown for single family and multifamily fee shown for multifamily. Refer to fee schedule for full listing of current fees.

[4] Commercial/Shopping Center 50,000 SF or less fee shown for commercial, Office/Institutional 25,000 SF or less fee shown for office and light industrial fee shown for industrial. Refer to fee schedule for full listing of current fees.

Source: City of Banning Fee Schedule.

Other Funding Needed

Impact fees may only fund the share of public facilities related to new development in Banning. They may not be used to fund the share of facility needs generated by existing development or by development outside of the City. As shown in **Table E.2,** approximately $56 million in additional funding will be needed to complete the projects the City currently plans to develop. Non-fee funding is needed because these facilities are needed partially to remedy existing deficiencies and partly to accommodate new development.

The City will need to develop alternative funding sources to fund existing development's share of the planned facilities. Potential sources of revenue include but are not limited to: existing or new general fund revenues, existing or new taxes, special assessments, grants and future rate increases.

Table E.3: Non-Impact Fee Funding Required

Fee Category	Net Project Cost	Projected Impact Fee Revenue	Additional Funding Required
Police Facilities[1]	$ 11,324,544	$ 15,903,000	$ -
Fire Protection Facilities[1]	10,972,000	10,972,000	-
Parkland and Parks	15,180,030	15,180,030	-
General City Facilities	12,022,191	5,151,000	6,871,191
Wastewater Facilities[2]	82,944,919	73,712,000	9,232,919
Water Facilities[2]	210,351,986	165,829,200	44,522,786
Total	$ 342,795,670	$ 286,747,230	$ 56,048,440

[1] Additional facilities w ill need to be identified to maintain existing facility standard as grow th occurs.
[2] Exsting fund balances applied to existing development's share of total project costs.

Sources: Tables 3.5, 4.4, 5.6, 6.5, 7.3 and 8.3.

1. Introduction

This report presents an analysis of the need for public facilities to accommodate new development in Banning. This chapter provides background for the study and explains the study approach under the following sections:

- Public Facilities Financing in California;
- Study Objectives;
- Banning Impact Fee Program;
- Fee Program Maintenance;
- Study Methodology; and
- Organization of the Report.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing ratepayers and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees also known as public facilities fees. Assessments and special taxes require the approval of property owners and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit all development jurisdiction-wide. Development impact fees need only a majority vote of the legislative body for adoption.

Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth. Program 2.C under Policy 2 of the Banning General Plan states that the City will "Investigate and identify the broad range of sources of financing and operating revenue, including Development Impact Fees, Mello Roos special districts, public/private ventures, state and federal grant opportunities, developer fees and inter-agency joint use agreements to supplement revenues collected for parks and recreation purposes" The primary purpose of this report is to update the City's impact fees based on the most current available facility plans and growth projections. The proposed fees will enable the City to expand its inventory of public facilities as new development leads to increases in service demands.

The City imposes public facilities fees under authority granted by the Mitigation Fee Act (the Act), contained in California Government Code Sections 66000 et seq. This report provides the necessary findings required by the Act for adoption of the fees presented in the fee schedules presented in this report.

Banning is forecast to experience moderate growth through this study's planning horizon of 2040. This growth will create an increase in demand for public services and the City facilities required to deliver them. Given the revenue challenges described above, Banning has decided to use a development impact fee program to ensure that new development funds the share of facility costs associated with growth. This report makes use of the most current available growth forecasts and facility plans to update the City's existing fee program to ensure that the City's fee program is representative of the facility needs resulting from new development.

Banning Impact Fee Program

Banning currently charges impact fees to fund the expansion of fire, police, traffic control, parkland and parks, general city, water and wastewater facilities to serve new development. The fees were established in 2006. This study provides the documentation needed for a comprehensive update of the City's impact fee program.

Fee Program Maintenance

Once a fee program has been adopted it must be properly maintained to ensure that the revenue collected adequately funds the facilities needed by new development. To avoid collecting inadequate revenue, the inventories of existing facilities and costs for planned facilities must be updated periodically for inflation, and the fees recalculated to reflect the higher costs. The use of established indices for each facility included in the inventories (land, buildings, and equipment), such as the *Engineering News-Record*, is necessary to accurately adjust the impact fees. For a list of recommended indices, see Chapter 9.

While fee updates using inflation indices are appropriate for annual or periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, it is recommended to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available. For further detail on fee program implementation, see Chapter 9.

Study Methodology

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The six steps followed in this development impact fee study include:

1. **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
2. **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
3. **Determine facilities required to serve new development:** Estimate the total amount of planned facilities, and identify the share required to accommodate new development;
4. **Determine the cost of facilities required to serve new development:** Estimate the total amount and the share of the cost of planned facilities required to accommodate new development;
5. **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the development impact fee schedule; and
6. **Identify alternative funding requirements:** Determine if any non-fee funding is required to complete projects.

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new

development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Types of Facility Standards

There are three separate components of facility standards:

- *Demand standards* determine the amount of facilities required to accommodate growth, for example, park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicle volume-to-capacity (V/C) ratio used in traffic planning.
- *Design standards* determine how a facility should be designed to meet expected demand, for example, park improvement requirements and technology infrastructure for city office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates the cost of planned facilities built to satisfy the City's facility design standards.
- *Cost standards* are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. *Cost standards* are useful when demand standards were not explicitly developed for the facility planning process. *Cost standards* also enable different types of facilities to be analyzed based on a single measure (cost or value), and are useful when different facilities are funded by a single fee program. Examples include facility costs per capita, cost per vehicle trip, or cost per gallon of water per day.

New Development Facility Needs and Costs

A number of approaches are used to identify facility needs and costs to serve new development. This is often a two-step process: (1) identify total facility needs, and (2) allocate to new development its fair share of those needs.

There are three common methods for determining new development's fair share of planned facilities costs: the **system plan method**, the **planned facilities method,** and the **existing inventory method**. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized below:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual capital improvement plan and budget process, possibly after completion of a new facility master plan. This approach is used for the fire, police, general city facilities and parkland and parks fees in this study.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when planned facilities will entirely serve new development, or when a fair share allocation of planned facilities to new development can be estimated. An example of the former is a wastewater trunk line extension to a previously undeveloped area. An example of the latter is expansion of an existing library building and book collection, which will be needed only if new development occurs, but which, if built, will in part benefit existing development, as well. Under this method new development funds the expansion of facilities at the standards used in the applicable planning documents. This approach is used for the wastewater facilities and water facilities fees in this report.

System Plan Method

This method calculates the fee based on: the value of existing facilities plus the cost of planned facilities, divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together achieve the desired level of service.

The system plan method ensures that new development does not pay for existing deficiencies. Often facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities required to correct the deficiency to ensure that new development receives the level of service funded by the impact fee. This method is not used in this report.

Organization of the Report

The determination of a public facilities fee begins with the selection of a planning horizon and development of growth projections for population and employment. These projections are used throughout the analysis of different facility categories and are summarized in Chapter 2.

Chapters 3 through 9 identify facility standards and planned facilities, allocate the cost of planned facilities between new development and existing development, and identify the maximum justified development impact fee for each of the following facility categories:

- Police Facilities;
- Fire Facilities;
- Parks and Recreation Facilities;
- General City Facilities;
- Wastewater Facilities; and,
- Water Facilities.

Chapter 9 details the procedures that the City must follow when implementing a development impact fee program. Impact fee program adoption procedures are found in *California Government Code* Sections 66016 through 66018.

The five statutory findings required for adoption of the proposed public facilities fees in accordance with the Mitigation Fee Act are documented in Chapter 10.

2. Growth Forecasts

Growth projections are used as indicators of demand to determine facility needs and allocate those needs between existing and new development. This chapter explains the source for the growth projections used in this study based on a 2018 base year and a planning horizon of 2040.

Estimates of existing development and projections of future growth are critical assumptions used throughout this report. These estimates are used as follows:

- The estimate of existing development in 2018 is used as an indicator of existing facility demand and to determine existing facility standards.
- The estimate of total development at the 2040 planning horizon is used as an indicator of future demand to determine total facilities needed to accommodate growth and remedy existing facility deficiencies, if any.
- Estimates of growth from 2018 through 2040 are used to (1) allocate facility costs between new development and existing development, and (2) estimate total fee revenues.

The demand for public facilities is based on the service population, dwelling units or nonresidential development creating the need for the facilities. The service population for police, fire and general city facilities includes residents and workers. The service population for parks and libraries includes only residents. Demand for wastewater and water facilities is based on flow generation factors that vary by land use. Wastewater, water and storm drain demand factors are provided per dwelling unit, per thousand building square feet of nonresidential space and per hotel room.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types that impact fees have been calculated for are defined below.

- **Single family:** Detached and attached one-unit dwellings on individually owned lots.
- **Multi-family:** All attached multi-family dwellings including duplexes and condominiums.
- **Commercial:** All commercial and retail development.
- **Office:** All general, professional, and medical office development.
- **Industrial:** All business park, manufacturing and other industrial development.

Some developments may include more than one land use type, such as a mixed-use development with both multi-family and commercial uses. In those cases, the facilities fee would be calculated separately for each land use type.

The City has the discretion to determine which land use type best reflects a development project's characteristics for purposes of imposing an impact fee and may adjust fees for special or unique uses to reflect the impact characteristics of the use.

Existing and Future Development

Table 2.1 shows the estimated number of residents, dwelling units, employees, and building square feet in banning, both in 2018 and in 2040. The base year estimates of residents and dwelling units comes from the California Department of Finance. Future resident and dwelling unit

are based on draft Growth Figures from SCAG's Integrated Growth Forecast from the 2016-2040 Regional Transportation Plan (RTP).

Base year employees identified by the U.S. Census Bureau, OnTheMap Application for 2015, the latest data available. Total projected workers in 2040 identified by SCAG, allocated to land use categories using current proportions.

Table 2.1: Demographic Assumptions

	2018	2040	Increase
Residents[1]	29,917	60,988	31,071
Dwelling Units[2]			
Single Family	9,679	19,500	9,821
Multifamily	2,473	4,991	2,518
Total	12,152	24,491	12,339
Building Square Feet (000s)[3]			
Commercial	887	2,993	2,106
Office	562	1,895	1,333
Industrial	290	977	687
Total	1,739	5,865	4,126
Employment[4]			
Commercial	2,121	7,154	5,033
Office	1,753	5,913	4,160
Industrial	336	1,133	797
Total	4,210	14,200	9,990

Note: Figures have been rounded to the hundreds.

[1] Current population from California Department of Finance (DOF). Projection total for 2040 from City's 2018 Integrated Master Plan

[2] Current values from DOF. Total units projected from Integrated Master Plan.

[3] Equivalent building square footage estimated by dividing employees by occupancy density factors.

[4] Total, less local government (public administration) w orkers identified by the U.S. Census Bureau, OnTheMap Application, http://onthemap.ces.census.gov for 2015, the latest data available. Total projected w orkers in 2040 identified by SCAG, allocated to land use categories using current proportions.

Sources: California Department of Finance (DOF), Table E-5, 2018; 2016-2040 RTP/SCS Final Grow th Forecast by Jurisdiction; U.S. Census Bureau, OnTheMap Application, http://onthemap.ces.census.gov; Willdan Financial Services.

Occupant Densities

The police facilities, library facilities, and parkland and parks fees are based on allocating a cost per resident or employee to new development. Occupant density assumptions ensure a reasonable relationship between the size of a development project, the increase in service population associated with the project, and the amount of the fee.

Occupant densities (residents per dwelling unit or workers per building square foot or hotel room) are the most appropriate characteristics to use for these impact fees. The fee imposed should be based on the land use type that most closely represents the probable occupant density or impervious surface (for storm drain fees) of the development.

The average occupant density factors used in this report are shown in **Table 2.2**. The residential density factors are based on data for Banning from the U.S. Census' American Community Survey. The nonresidential occupancy factors are based on occupancy factors found in the *Employment Density Study Summary Report*, prepared for the Southern California Association of Governments by The Natelson Company. Though not specific to Banning, the Natelson study covered employment density over a wide array of land use and development types, making it reasonable to apply these factors to other areas.

Table 2.2: Occupant Density

Residential		
Single Family	2.53	Residents Per Dwelling Unit
Multifamily	2.07	Residents Per Dwelling Unit
Nonresidential		
Commercial	2.39	Employees per 1,000 square feet
Office	3.12	Employees per 1,000 square feet
Industrial	1.16	Employees per 1,000 square feet

Sources: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, Tables B25024 and B25033; The Natelson Company, Inc., Employment Density Study Summary Report, prepared for the Southern California Association of Governments, October 31, 2001, SCAG region data; Willdan Financial Services.

3. Police Facilities

This chapter documents the impact fee for police facilities. A fee schedule is presented based on the existing facilities standard of general government facilities in the City of Banning to ensure that new development provides adequate funding to meet its needs.

Service Population

Police facilities are used to provide services to both residents and businesses. The service population used to determine the demand for police facilities includes both residents and workers.

Table 3.1 shows the existing and future projected service population for police facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for these services, it is reasonable to assume that demand for these services is less for one employee compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.31-weighting factor for workers is based on a 40-hour workweek divided by the total number of non-work hours in a week (128) and reflects the degree to which nonresidential development yields a lesser demand for police facilities.

Table 3.1: Police Facilities Service Population

	A	*B*	*C = A + (B x 0.31)*
	Residents	**Workers**	**Service Population**
Existing (2018)	29,917	4,210	31,200
New Development (2018-2040)	31,071	9,990	34,200
Total (2040)	60,988	14,200	65,400
Weighting factor[1]	1.00	0.31	

[1] Workers are weighted at 0.31 of residents based on a 40 hour work week out of a possible 128 non-work hours in a week (40/128 = 0.31)

Source: Table 2.1; Willdan Financial Services.

Facility Inventories and Standards

This section describes the City's police facility inventory, the cost of planned facilities and facility standards.

Existing Inventory

Table 3.2 shows the existing inventory of police facilities, along with the facilities' estimated replacement value. The estimated land value was developed based an analysis of recently sold land, as reported by Zillow.com, and is used consistently throughout this report to value City-owned land. The present value of debt service payments made to date on the police headquarters building is also listed as an owned asset. Likewise, the present value of remaining payments is subsequently listed as a planned facility in the next table.

Table 3.2: Existing Police Facilities Land and Building Inventory

	Inventory	Units	Unit Cost	Value
Police Station - 125 E Ramsey St				
Land[1]	1.90	acres	$ 29,000	$ 55,100
Police Headquarters Building - Present Value of Debt Payments[2]				14,447,000
Subtotal				$ 14,502,100
Total Value of Existing Facilities				$14,502,100

[1] Total acreage is 3.26 acres. Parcel is shared with City Hall. Proportional share of land included here based on police station size relative to size of City Hall.
[2] See Appendix Table A.1. Figure has been rounded to the thousands.

Sources: City of Banning; zillow.com; Willdan Financial Services.

Planned Facilities

Table 3.3 shows the additional police facilities the City plans to develop through the 2040 planning horizon. The City plans to pay the remaining debt of the police headquarters that will serve existing and new development. The City also acknowledges that additional facilities will need to be identified to serve new development.

Table 3.3: Planned Police Facilties

Project Name	Total Project Cost
Total Debt Outstanding - Police Headquarters[1]	$ 11,345,169
Less Existing Fund Balance	20,625
Net Cost	$ 11,324,544

[1] Discounted to 2018$. Discount rate assumed to be 3.5% per year. See Appendix Table A.1.

Source: City of Banning.

Table 3.4 calculates the City's existing per capita investment in police facilities. This value is calculated by dividing value of the City's existing facility inventory by the existing service population. The value per capita is multiplied by the worker weighting factor of 0.31 to determine the value per worker.

Table 3.4: Police Facilities Existing Standard

Value of Existing Facilities	$	14,502,100
Existing Service Population		31,200
Cost per Capita	$	465
Facility Standard per Resident	$	465
Facility Standard per Worker[1]		144

[1] Based on a weighing factor of 0.31.

Sources: Tables 3.1 and 3.2; City of Banning; Willdan Financial Services.

Revenue Projection

The City plans to use police facilities fee revenue to construct improvements to add to the system of police facilities to serve new development. **Table 3.5** details a projection of fee revenue, based on the service population growth increment identified in Table 3.1. The City will have to identify $4.6 million of additional police facilities to maintain the existing facility standard through the planning horizon.

Table 3.5: Revenue Projection - Existing Standard

Cost per Capita	$	465
Growth in Service Population (2018- 2040)		34,200
Fee Revenue	$	15,903,000
Net Cost of Planned Facilities		11,324,544
Additional Facilities to Be Identified	$	4,578,456

Sources: Tables 3.1, 3.3 and 3.4.

Use of Fee Revenue

The City can use this fee revenue to pay for the debt service on the existing police headquarters. The City can also use police facilities fee revenues for the construction or purchase of buildings, equipment and land that are part of the system of police facilities serving new development. The City plans to use the fee revenues to fund the facilities shown in Table 3.3.

Fee Schedule

Table 3.6 shows the maximum justified police facilities fee schedule. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities

(persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The total fee includes a two percent (2%) percent administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and citywide administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 3.6: Police Facilities Fee - Existing Standard

	A	*B*	*C = A x B*	*D = C x 0.02*	*E = C + D*	*F = E / 1,000*
Land Use	**Cost Per Capita**	**Density**	**Base Fee[1]**	**Admin Charge[1, 2]**	**Total Fee[1]**	**Fee per Sq. Ft.**
Residential						
Single Family	$ 465	2.53	$ 1,176	$ 24	$ 1,200	
Multi-family	465	2.07	963	19	982	
Nonresidential						
Commercial	$ 144	2.39	$ 344	$ 7	$ 351	$ 0.35
Office	144	3.12	449	9	458	0.46
Industrial	144	1.16	167	3	170	0.17

[1] Persons per dw elling unit or per 1,000 square feet of nonreside

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 3.4; Willdan Financial Services.

4. Fire Protection Facilities

The purpose of the fire impact fee is to fund the fire protection facilities needed to serve new development. An impact fee is presented based on the existing facilities standard of fire protection facilities per capita.

Service Population

Fire protection facilities are used to provide services to both residents and businesses in the City of Banning. The service population used to determine the demand for fire protection facilities includes both residents and workers. **Table 4.1** shows the current fire protection facilities service population and the estimated service population at the planning horizon of 2040.

Table 4.1: Fire Facilities Service Population

	A	*B*	*C = A + (B x 0.69)*
	Residents	**Workers**	**Service Population**
Existing (2018)	29,917	4,210	32,822
New Development (2018-2040)	31,071	9,990	37,964
Total (2040)	60,988	14,200	70,800
Weighting factor[1]	1.00	0.69	

[1] Service population w orker demand factor based on City of Phoenix service call data w eighted by the relative proportions of residential and nonresidential land use in the City.

Source: Table 2.1; City of Banning; Willdan Financial Services.

To calculate service population for fire protection facilities, residents are weighted at 1.00. A worker is weighted at 0.69 of one resident to reflect the lower per capita need for fire services associated with businesses.

The specific 0.69 per worker weighting used here is derived from an extensive study carried out by planning staff in the County of Phoenix. Data from that study is used to calculate a per capita factor that is independent of land use patterns. It is reasonable to assume that relative demand for fire service between residents and workers does not vary substantially on a per capita basis across communities, enabling the use of this data in other communities in the documentation of a fire protection facilities impact fee.

Facility Inventory

Table 4.2 presents an inventory of existing fire protection facilities, including land, buildings, vehicles and technology equipment in Banning. Replacement cost estimates for buildings, vehicles and equipment were provided by the City, based on recent assessments of their owned facility inventories. In total, the City has invested approximately $9.5 million in fire protection facilities.

Table 4.2: Existing Fire Facilities Land and Building Inventory

	Inventory	Units	Unit Cost	Value
Land (acres)				
Fire Station (89) No.1 - 172 N Murray Street	1.61	acres	$ 29,000	$ 46,690
Fire Station No. 20 - 1550 E 6th Street[1]	-	acres	29,000	-
Fire Station - 5261 W. Wilson[2]	1.14	acres	29,000	33,060
Fire Services/ Fire Chief - 3900 W Wilson Street	0.48	acres	29,000	13,920
Subtotal	3.23			$ 93,670
Buildings (square feet)				
Fire Station (89) No.1 - 172 N Murray Street	6,000	Sq. Ft.	$ 420	$ 2,520,000
Fire Station No. 20 - 1550 E 6th Street[1]	-	Sq. Ft.	420	-
Fire Station - 5261 W. Wilson[2]	9,190	Sq. Ft.	420	3,859,800
Fire Services/ Fire Chief - 3900 W Wilson Street	4,544	Sq. Ft.	420	1,908,480
Subtotal	19,734	Sq. Ft.		$ 8,288,280
Vehicles and Apparatus				
2005 Smeal Custom Multi Funct. Engine				$ 550,000
2005 Smeal Gen 1 Pumper				550,000
2007 Ford Ranger				18,000
Subtotal				$ 1,118,000
Total Value of Existing Facilities				$ 9,499,950

[1] No value for this facility because it is owned by the City of Beaumont.

[2] Facility is currently used for storage.

Source: zillow.com; City of Banning; Willdan Financial Services.

Facility Standards

Table 4.4 calculates the City's existing per capita investment in fire protection facilities. This value is calculated by dividing value of the City's existing facility inventory by the existing service population. The value per capita is multiplied by the worker weighting factor of 0.69 to determine the value per worker.

Table 4.3: Fire Protection Facilities Existing Standard

Value of Existing Facilities	$	9,499,950
Existing Service Population		32,822
Cost per Capita	$	289
Facility Standard per Resident	$	289
Facility Standard per Worker[1]		199

[1] Based on a w eighing factor of 0.69.

Sources: Tables 4.1 and 4.2; Willdan Financial Services.

Revenue Projection

The City plans to use fire facilities fee revenue to construct improvements to add to the system of fire protection facilities to serve new development. **Table 4.4** details a projection of fee revenue, based on the service population growth increment identified in Table 4.1. This fee will generate $10.97 million through 2040.

Table 4.4: Revenue Projection - Existing Standard

Cost per Capita	$	289
Growth in Service Population (2018 - 2040)		37,964
Fee Revenue	$	10,972,000

Sources: Tables 4.1 and 4.3.

Fee Schedule

Table 4.5 shows the maximum justified fire protection facilities fee schedule. The City can adopt any fee up to this amount. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The total fee includes a two-percent (2.0%) administrative charge to fund costs that include: a standard overhead charge applied to City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting and mandated public reporting.

In Willdan's experience with impact fee programs, two-percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the

charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 4.5: Fire Protection Facilities Fee - Existing Standard

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 2.5% Admin Charge[1, 2]	E = C + D Total Fee[1]	F = E / 1,000 Fee per Sq. Ft.
Residential						
Single Family	$ 289	2.53	$ 731	$ 15	$ 746	
Multifamily	289	2.07	598	12	610	
Nonresidential						
Commercial	$ 199	2.39	$ 476	$ 10	$ 486	$ 0.49
Office	199	3.12	621	12	633	0.63
Industrial	199	1.16	231	5	236	0.24

[1] Persons per dwelling unit or per 1,000 square feet of nonresidential.

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 4.3; Willdan Financial Services.

5. Parkland and Parks

The purpose of the parkland and parks impact fee is to fund the parkland and parks facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of parkland and parks per capita.

Service Population

Park and recreation facilities in Banning primarily serve residents. Therefore, demand for services and associated facilities is based on the City's residential population. **Table 5.1** shows the existing and future projected service population for parkland and parks. Note that the growth in service population excludes 20,865 residents associated with the Rancho San Gorgonio (3,385 dwelling units) and Pardee (4,862 dwelling units) development projects, who will be dedicating and improving parkland per existing development agreements and are exempt from this fee.

Table 5.1: Parkland and Parks Service Population

	Residents
Existing (2018)	29,917
Growth (2018 - 2040)[1]	10,206
Total (2040)[1]	40,123

[1] Excludes 20,865 residents associated with RSG (3,385 dwelling units) and Pardee (4,862 dwelling units) development projects, who will be dedicating and improving parkland per existing development agreements and are exempt from this fee.

Source: Table 2.1.

Existing Parkland and Parks Inventory

The City of Banning maintains several parks throughout the city. **Table 5.2** summarizes the City's existing parkland and parks inventory in 2018. All facilities are located within the City limits. In total, the inventory includes a total of 67.46 acres of developed parkland and parks.

Table 5.2: Park Land Inventory

Name	Acreage
Dysart Equestrian Park - 2101 W Victory Ave	20.00
Lions Park - 955 S Hargrave St	16.12
Repplier Park - 671 N. San Gorgonio Ave.[1]	14.39
Sylvan Park - 2801 W. Nicolet Street	7.80
Roosevelt Williams Park - 1101 E George St	5.50
Richard Sanchez Park - 3758 Cypress St	3.32
Carpenter Hamilton Park - 99 E Ramsey St	0.33
Total - Parkland	67.46

[1] Includes skateboard park.

Source: City of Banning.

Table 5.3 displays the City's inventory of special use facilities. The total replacement value of the special use facilities is divided by the existing parkland acres to determine a special use facility cost per acre.

Table 5.3: Special Use Facilities Inventory

	Quantity	Units	Unit Cost	Total Value
Community Center / Gym - 769 N San Gorgonio Ave	12,046	Sq. Ft.	$ 150	$ 1,806,900
Senior Center - 769 N San Gorgonio Ave	6,029	Sq. Ft.	150	904,350
Aquatics Center - 749 N San Gorgonio Ave	5,697	Sq. Ft.	150	854,550
Recreation Office - 789 N San Gorgonio Avenue	N/A			-
Lions Park Concessions Building	1,350	Sq. Ft.	150	202,500
Roosevelt Williams Park Recreation Center	2,215	Sq. Ft.	150	332,250
Repplier Park Amphitheatre Bldg - 769 N. San Gorgonio	3,200	Sq. Ft.	150	480,000
Dysart Park Offices	2,200	Sq. Ft.	150	330,000
Total				$ 4,910,550
Total Parkland Acres				67.46
Special Use Facilities Cost per Acre				$ 72,800

Source: City of Banning; Willdan Financial Services.

Parkland and Parks Unit Costs

Table 5.4 displays the unit costs necessary to develop parkland in Banning. This analysis assumes that it costs $556,220 per acre to develop an acre of parkland in Banning based on the cost to develop Roosevelt Park. A value of $29,000 per acre for land acquisition is also included and is consistent with other land assumptions used in this analysis. The cost per acre for special use facilities calculated in Table 3 is also included in the estimate. In total, this analysis assumes that it costs $658,500 to acquire and develop an acre of parkland in Banning.

Table 5.4: Parkland and Parks Unit Costs

	Cost Per Acre	Share of Total Costs
Special Use Facilities	$ 72,800	
Standard Park Improvements[1]	556,200	
Subtotal - Improvements	$ 629,000	96%
Land Acquisition	$ 29,000	4%
Total Cost per Acre	$ 658,000	4%

[1] Based on cost to improve Roosevelt Williams Park.

Sources: City of Banning; zillow .com; Willdan Financial Services.

Parkland and Parks Standards

Park facility standards establish a reasonable relationship between new development and the need for expanded parkland and parks. Information regarding the City's existing inventory of existing parks was obtained from City staff.

The most common measure in calculating new development's demand for parks is the ratio of park acres per resident. In general, facility standards may be based on the Mitigation Fee Act (using a city's existing inventory of parkland and parks), or an adopted policy standard contained in a master facility plan or general plan.

Mitigation Fee Act

The Mitigation Fee Act does not dictate use of a particular type or level of facility standard for public facilities fees. To comply with the findings required under the law, facility standards must not burden new development with any cost associated with facility deficiencies attributable to existing development.[1] A simple and clearly defensible approach to calculating a facility standard is to use the City's existing ratio of park acreage per 1,000 residents. Under this approach, new development is required to fund new parkland and parks at the same level as existing residents have provided those same types of facilities to date.

City of Banning Parkland and Parks Standards

Table 5.4 shows the existing standard for improved park acreage per 1,000 residents based on the type of parkland. In total the City has an existing parkland standard of 2.26 acres per 1,000 residents. The fee analysis in this report will be based on maintaining a 2.26 acre per 1,000 service population standard as new development adds demand for parks in Banning.

[1] See the *Benefit* and *Burden* findings in *Chapter 10, Mitigation Fee Act Findings*.

Table 5.5: Existing Parkland and Parks Standard

Total Park Acreage	67.46
Fund Balance Developed Park Acreage Equivalent[1]	0.20
Total Park Acre Equivalent	67.66
Service Population (2018)	29,917
Existing Standard (Acres per 1,000 Residents)	2.26

[1] Existing fund balance of $130,767 converted to equivalent developed park acreage by dividing fund balance by the cost per developed park acre developed in Table 5.4 ($658,000).

Sources: Tables 5.1 and 5.2; Willdan Financial Services.

Facilities Needed to Accommodate New Development

Table 5.6 shows the parkland and parks needed to accommodate new development at the existing standard. To maintain the standard by the planning horizon new development must fund the purchase and improvement of 23.07 parkland acres, at a total cost of $15.2 million.

Table 5.6: Parkland and Parks to Accommodate New Development

		Land	Improvements	Total
Facility Needs				
Facility Standard (acres/1,000 capita)	*A*	2.26	2.26	2.26
Service Population Growth (2018-2040)[1]	*B*	10,206	10,206	10,206
Facility Needs (acres)	*C =(B/1,000) x A*	23.07	23.07	23.07
Parkland				
Average Unit Cost (per acre)	*D*	$ 29,000	$ 629,000	$ 658,000
Total Cost of Facilities	*E = C x D*	**$ 669,030**	**$ 14,511,000**	**$ 15,180,030**

Note: Totals have been rounded to the thousands.

[1] Excludes 20,865 residents associated with RSG (3,385 dwelling units) and Pardee (4,862 dwelling units) development projects, who will be dedicating and improving parkland per existing development agreements and are exempt from this fee.

Sources: Tables 5.1, 5.4, and 5.5; Willdan Financial Services.

Parks Cost per Capita

Table 5.7 shows the cost per capita of providing new parkland and parks at the existing facility standard. The cost per capita is shown separately for land and improvements. First, the per acre unit costs are multiplied by the acreage standards to determine the total amount of costs needed to serve 1,000 residents. Then, those costs are divided by 1,000 to determine the cost needed to serve one resident.

Table 5.7: Parkland and Parks Investment Per Capita

	Land	Improvements	Total
Investment (per acre)	$ 29,000	$ 629,000	$ 658,000
Facility Standard (acres per 1,000 capita)	2.26	2.26	2.26
Total Investment Per 1,000 capita	$ 66,000	$ 1,422,000	$ 1,488,000
	1,000	1,000	1,000
Investment Per Capita	$ 66	$ 1,422	$ 1,488

Sources: Tables 5.4, and 5.5; Willdan Financial Services.

Use of Fee Revenue

The City plans to use parkland and parks fee revenue to purchase parkland or construct improvements to add to the system of park facilities that serves new development. The City may only use impact fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development.

Fee Schedule

In order to calculate fees by land use type, the investment in parkland and parks is determined on a per resident basis for both land acquisition and improvements. These investment factors (shown in Table 5.7) are investment per capita based on the unit cost estimates and facility standards.

Table 5.8 shows the parkland and parks impact fee for based on the existing standard. The investment per capita is converted to a fee per dwelling unit based on the occupancy density factors in Table 2.2. The total fee includes an administrative charge to fund costs that include: (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting and mandated public reporting.

Table 5.8: Parkland and Parks Impact Fee

Land Use	*A* Cost Per Capita	*B* Density	*C = A x B* Base Fee[1]	*D = C x 2.5%* Admin Charge[1, 2]	*E = C + D* Total Fee[1]
Residential					
Single Family	$ 1,488	2.53	$ 3,765	$ 75	$ 3,840
Multifamily	1,488	2.07	3,080	62	3,142

[1] Fee per dw elling unit.

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 5.7; Willdan Financial Services.

6. General City Facilities

The purpose of the fee is to ensure that new development funds its fair share of general government facilities. A fee schedule is presented based on the planned facilities standard of general government facilities in the City of Banning to ensure that new development provides adequate funding to meet its needs.

Service Population

General government facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

Table 6.1 shows the existing and future projected service population for general government facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for this service, it is reasonable to assume that demand for these services is less for one employee compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.31-weighting factor for workers is based on a 40-hour workweek divided by the total number of non-work hours in a week (128) and reflects the degree to which nonresidential development yields a lesser demand for general government facilities.

Table 6.1: General City Facilities Service Population

	A	*B*	*C = A + (B x 0.31)*
	Residents	**Workers**	**Service Population**
Existing (2018)	29,917	4,210	31,200
New Development (2018-2040)	31,071	9,990	34,200
Total (2040)	60,988	14,200	65,400
Weighting factor[1]	1.00	0.31	

[1] Workers are weighted at 0.31 of residents based on a 40 hour work week out of a possible 128 non-work hours in a week (40/128 = 0.31)

Source: Table 2.1; Willdan Financial Services.

Facility Inventories and Standards

This section describes the City's general government facility inventory and facility standards.

Existing Inventory

This study uses the existing standard methodology to calculate fees for general government facilities. The City's general government facilities inventory consists of administrative space at City Hall, a corporation yard, an animal shelter and is listed in **Table 6.2**. The unit cost for the land value assumption of $29,000 per acre is consistent with other chapter in this report. Building

valuations are not shown for facilities that will be replaced by planned facilities. The total value of the City's existing inventory of general government facilities is $6.3 million.

Table 6.2: Existing General City Facilities Inventory

	Inventory	Units	Unit Cost	Value
Land (acres)				
City Hall - 99 E Ramsey St[1]	1.36	acres	$ 29,000	$ 39,468
Animal Shelter - 2242 E Charles St	1.24	acres	29,000	35,950
Corporation Yard - 176 E Lincoln Street	11.08	acres	29,000	321,320
Subtotal	13.68			$ 396,739
Buildings (square feet)				
City Hall - 99 E Ramsey St[2]	21,500	Sq. Ft.	$ -	$ -
Animal Shelter - 2242 E Charles St	5,143	Sq. Ft.	150	771,450
Corporation Yard - 176 E Lincoln Street[2]	32,566	Sq. Ft.	-	-
Corporation Yard - Warehouse	26,200	Sq. Ft.	150	3,930,000
Corporation Yard - Fleet garage	8,040	Sq. Ft.	150	1,206,000
Subtotal	93,449	Sq. Ft.		$ 5,907,450
Total Value of Existing Facilities				$ 6,304,189

[1] Total acreage is 3.26 acres. Parcel is shared with police station. Proportional share of land included here based on City Hall size relative to size of police station.

[2] No value shown for these facilities because planned facilities will replace them.

Source: zillow.com; City of Banning; Willdan Financial Services.

Planned Facilities

Table 6.3 shows the additional general city facilities the City plans to develop through the 2040 planning horizon. Project costs were provided by the City.

Table 6.3: Planned General City Facilities

Project Name	Total Project Cost
City Hall	$ 6,906,500
Corporate Yard - SD-214	5,342,300
Total Cost of Planned Facilities	$ 12,248,800
Less Existing Impact Fee Fund Balance	$ 226,609
Net Cost of Planned Facilities	$ 12,022,191

Sources: City of Banning; Willdan Financial Services.

Cost Allocation

Table 6.4 calculates the City's existing per capita investment in general government facilities. This value is calculated by dividing value of the City's existing facility inventory by the existing service population. The value per capita is multiplied by the worker weighting factor of 0.31 to determine the value per worker.

Table 6.4: Planned General City Facilities - Existing Standard

Value of Existing Facilities	$	6,304,189
Existing Service Population		31,200
Cost per Capita	$	202
Facility Standard per Resident	$	202
Facility Standard per Worker[1]		63

[1] Based on a weighing factor of 0.31.

Sources: Tables 6.1 and 6.2, Willdan Financial Services.

Revenue Projection

The City plans to use general facilities fee revenue to construct improvements to add to the system of general city facilities to serve new development. **Table 6.5** details a projection of fee revenue, based on the service population growth increment identified in Table 6.1. The City will have to identify $6.9 million of alternative funding to fully fund the planned facilities.

Table 6.5: Revenue Projection - Existing Standard

Cost per Capita	$	202
Growth in Service Population (2018- 2040)[1]		25,500
Fee Revenue	$	5,151,000
Net Cost of Planned Facilities		12,022,191
Non-Fee Revenue to Be Identified	$	(6,871,191)

[1] Growth in service population excludes 8,700 capita associated with RSG development, which is exempt from paying this fee under its development agreement with the City.

Sources: Tables 6.1 and 6.4.

Use of Fee Revenue

The City can use general city facilities fee revenues for the construction or purchase of buildings, equipment and land that are part of the system of general city facilities serving new development. The City plans to use the fee revenues to fund the facilities shown in Table 6.3.

Fee Schedule

Table 6.6 shows the maximum justified general city facilities fee schedule. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The total fee includes a two percent (2%) percent administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and citywide administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 6.6: General City Facilities Fee - Existing Standard

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 2.0% Admin Charge[1, 2]	E = C + D Total Fee[1]	F = E / 1,000 Fee per Sq. Ft.
Residential						
Single Family Unit	$ 202	2.53	$ 511	$ 10	$ 521	
Multifamily Unit	202	2.07	418	8	426	
Nonresidential						
Commercial	$ 202	2.39	$ 483	$ 10	$ 493	$ 0.49
Office	202	3.12	630	13	643	0.64
Industrial	202	1.16	234	5	239	0.24

[1] Fee per dwelling unit (residential) or per 1,000 square feet (nonresidential).

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 6.4; Willdan Financial Services

7. Wastewater Facilities

This chapter summarizes an analysis of the need for wastewater facilities to accommodate growth within the City of Banning. It documents a reasonable relationship between new development and an impact fee to fund wastewater facilities that serve new development.

Wastewater Demand

Estimates of new development and its consequent increased wastewater demand provide the basis for calculating the wastewater facilities fee. The need for wastewater facilities improvements is based on the wastewater demand placed on the system by development. A reasonable measure of demand is a flow generation rate, expressed as the number of gallons per day generated by a specific type of land use. Flow generation rates are a reasonable measure of demand on the City's system of wastewater improvements because they represent the average rate of demand that will be placed on the system per land use designation.

Table 7.1 shows the calculation of wastewater demand flow generation factors by land use category. Wastewater demand for a given land use is related to the demand for a residential dwelling unit to calculate equivalent dwelling units (EDU).

Table 7.1: Wastewater Demand by Land Use

Land Use Type	Flow Generation (GPD/A)[1]	Density[2]	Average Flow Generation/ DU & KSF	Equivalent Dwelling Unit (EDU)
Residential Dwelling Unit	1,020	5.00	204.00	1.00
Nonresidential				
Commercial	1,150	15.25	75.43	0.37
Office	1,150	43.56	26.40	0.13
Industrial	750	26.14	28.70	0.14

[1] Gallons per day per acre.

[2] Dw elling units per acre for residential, thousand square feet per acre for nonresidential. Nonresidential based upon the maximum floor area ratio (FAR) assumption of 0.35 for commercial, 1.0 for office and 0.6 for industrial.

Sources: City of Banning General Plan; City of Banning Integrated Master Plan, 2018 Table 3.19; Willdan Financial Services.

Equivalent Dwelling Unit Growth

Table 7.2 calculates the existing and projected equivalent dwelling units (EDU) based on each land use's wastewater demand factors displayed in Table 7.1. An equivalent dwelling unit represents the demand of all other land uses relative to one single family unit. Also displayed is the total existing and future EDUs for wastewater facilities by land use.

Table 7.2: Wastewater Facilities Equivalent Dwelling Units

	EDU Factor[1]	Existing (DU/KSF)	Projected Growth (DU/KSF)	Existing EDUs	Growth in EDUs	Total
Residential	1.00	12,152	12,339	12,152	12,339	24,491
Nonresidential						
Commercial	0.37	2,121	5,033	785	1,862	2,647
Office	0.13	1,753	4,160	228	541	769
Industrial	0.14	336	797	47	112	159
Subtotal		4,210	9,990	1,060	2,515	3,575
Total				13,212	14,854	28,066
Percent of Total				47.1%	52.9%	100.0%

[1] Per dwelling unit (residential) or thousand building square feet (nonresidential).

Sources: Tables 2.1 and 7.1, Willdan Financial Services.

Planned Facilities

The City recently completed a wastewater system master plan that identified necessary improvements to its wastewater system. The Banning Integrated Master Plan also identified the share of improvements needed to serve existing development, and the share needed to serve new development. **Table 7.3** lists the wastewater projects, costs and allocation to existing and new development, based on the Integrated Master Plan.

Table 7.3: Wasterwater Facilities Allocation to New Development

Project No.	Description	Total CIP Cost Estimate	Allocation to Existing Development	Allocation to New Development
Gravity Mains				
WWGM-1	Gravity Main along Williams Street	$ 298,000	$ 298,000	$ -
WWGM-2	Northern Segment of Gravity Main along Hathaway Street	315,000	315,000	-
WWGM-3A	Casing Under I-10	456,000	456,000	-
WWGM-3B	Gravity Main along Hathaway Street	1,044,000	1,044,000	-
WWGM-4	Gravity Main along Ramsey Street	315,000	315,000	-
WWGM-5	Gravity Main along Charles Street	472,000	472,000	-
WWGM-6	Gravity Main along Livingston Street	315,000	315,000	-
WWGM-7	Gravity Main along Fourth Street	157,000	157,000	-
WWGM-8	Gravity Main along Charles Street	472,000	340,000	132,000
WWGM-9	Gravity Main along Porter Street	319,000	128,000	191,000
WWGM-10	Gravity Main along Porter Street	2,631,000	789,000	1,842,000
WWGM-11	Gravity Main,Porter Street to WWTP	1,541,000	478,000	1,063,000
WWGM-12	Gravity Main south of Charles Street to WWTP	236,000	90,000	146,000
WWGM-13	Gravity Main along Wilson Street	145,000	120,000	25,000
Subtotal		$ 8,716,000	$ 5,317,000	$ 3,399,000
Force Mains				
WWFM-1	Interim Westward Lift Station Force Main Upgrade	$ 485,000	$ 485,000	$ -
Lift Stations				
WWLS-1	Interim Westward Lift Station Upgrade	$ 5,088,000	$ 5,088,000	$ -
New Service Related Improvements				
Gravity Mains				
WWGM-14	Butterfield Offsite Trunk	$ 2,611,000	$ -	$ 2,611,000
WWGM-15	Butterfield-Loma Linda Offsite Trunk	870,000	-	870,000
WWGM-16	Westward Lift Station Bypass	746,000	321,000	425,000
WWGM-17	RSG Main Trunk	6,576,000	-	6,576,000
WWGM-18	Gravity Main along Wilson Street	580,000	-	580,000
WWGM-19	Gravity Main for RMG	435,000	-	435,000
WWGM-20	Gravity Main along Lincoln Street	29,000	-	29,000
WWGM-21	Gravity Main along Cottonwood Road	1,160,000	-	1,160,000
WWGM-22	Gravity Main along Fountain Street	1,595,000	-	1,595,000
WWGM-23	Gravity Main along Longhorn Road	5,801,000	-	5,801,000
WWGM-24	Gravity Main along Bobcat Road	2,204,000	-	2,204,000
WWGM-25	Gravity Main along Sunset Avenue	7,716,000	-	7,716,000
WWGM-26	Gravity Main along Westward Avenue	870,000	-	870,000
WWGM-27	Gravity Main along Mias Canyon Road and Bluff Street	3,626,000	-	3,626,000
WWGM-28	Gravity Main along Florida Street	435,000	-	435,000
WWGM-29	Gravity Main along Almond and Blanchard Street	435,000	-	435,000
WWGM-30	Casing for Gravity Main Crossing I-10	854,000	-	854,000
WWGM-31	Gravity Main along Lincoln Street	870,000	-	870,000
WWGM-32	Gravity Main along Ramsey Street	435,000	-	435,000
Subtotal		$ 37,848,000	$ 321,000	$ 37,527,000

Source: City of Banning, Integrated Master Plan, Wastewater Capital Improvement Plan Summary.

Table 7.3: Wasterwater Facilities Allocation to New Development Continued

Project No.	Description	Total CIP Cost Estimate	Allocation to Existing Development	Allocation to New Development
Force Mains				
WWFM-2	Force Main along Westward Avenue	$ 1,160,000	$ -	$ 1,160,000
WWFM-3	Force Main along Porter Street	1,305,000	-	1,305,000
WWFM-4	Force Main along Roadrunner Trail	290,000	-	290,000
WWFM-5	Force Main Creek Crossing	290,000	-	290,000
Subtotal		$ 3,045,000	$ -	$ 3,045,000
Lift Stations				
WWLS-2	Distribution Center Lift Station	$ 2,596,000	$ -	$ 2,596,000
WWLS-3	Business Park Lift Station	1,461,000	-	1,461,000
WWLS-4	Porter Street Lift Station	1,076,000	-	1,076,000
WWLS-5	Roadrunner Trail Lift Station	1,225,000	-	1,225,000
WWLS-6	Bluff Street Lift Station	1,275,000	-	1,275,000
Subtotal		$ 7,633,000	$ -	$ 7,633,000
Rehabilitation and Replacement Projects				
Gravity Mains				
WWRR-1	Annual Sewer Replacement	$ 3,280,000	$ 3,280,000	$ -
Lift Stations				
WWRR-2	Caltrans Lift Station Site Improvements	$ 148,000	$ 40,000	$ 108,000
WWRR-3	Westward Lift Station Site Improvements	86,000	86,000	-
Subtotal		$ 234,000	$ 126,000	$ 108,000
Treatment Plant Related Improvements				
WWTP-1	Digestor Cleaning	$ 150,000	$ 150,000	$ -
WWTP-2	Heat Exchanger Repairs	60,000	60,000	-
WWTP-3	Boiler Gas Control Valves	80,000	80,000	-
WWTP-4	Digestor Gas Pipeline	30,000	30,000	-
WWTP-5	WWTP Upgrade	27,000,000	5,000,000	22,000,000
Subtotal		$ 27,320,000	$ 5,320,000	$ 22,000,000
Total		$ 93,649,000	$ 19,937,000	$ 73,712,000

Source: City of Banning, Integrated Master Plan, Wastewater Capital Improvement Plan Summary.

Cost per EDU

The cost of planned facilities allocated to new development in Table 7.3 is divided by the total growth in EDUs to determine a cost per EDU. **Table 7.4** displays the calculation.

Table 7.4: Cost per EDU

Net Cost of Planned Facilities	$73,712,000
Growth in EDUs	14,854
Cost per EDU	$ 4,962

Sources: Tables 7.2 and 7.3.

Alternative Funding Sources

The City will use existing revenue sources or develop new sources to fund future facilities not required to accommodate growth, to improve existing facility standards, or to fund existing development's fair share of facilities. The City must raise $19.9 million needed to fund the wastewater facilities representing existing development's existing deficiencies identified in the master plan with non-fee revenue sources. Potential sources of revenue include existing or new rates or existing or new taxes. Any new special tax would require two-thirds voter approval. Any new assessments or property-related charge would require majority property owner approval.

Fee Schedule

The maximum justified fee for wastewater facilities is shown in **Table 7.5**. The cost per EDU is the basis of the fee. Refer to Chapter 13.08 of the City's municipal code for the amount of EDUs associated with various types of development. The total fee includes an administrative charge to fund costs that include: (1) a standard overhead charge applied to all City programs for legal, accounting, and other departmental and citywide administrative support, (2) capital planning, programming, project management costs associated with the share of projects funded by the facilities fee, and (3) fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 7.5: Wastewater Facilities Impact Fee

	A	*B = A x 0.02*	*C = A + B*
	Cost Per EDU	**Admin Charge[1, 2]**	**Total Fee[1]**
Equivalent Dwelling Unit	$ 4,962	$ 99	$ 5,061

[1] Fee per equivalent dw elling unit.

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 7.1 and 7.4; Willdan Financial Services.

8. Water Facilities

This chapter summarizes an analysis of the need for water facilities to accommodate growth within the City of Banning. It documents a reasonable relationship between new development and an impact fee to fund water facilities that serve new development.

Water Demand

Estimates of new development and its consequent increased water demand provide the basis for calculating the water facilities fee. The need for water facilities improvements is based on the water demand placed on the system by development. A reasonable measure of demand is a flow generation rate, expressed as the number of gallons per day generated by a specific type of land use. Flow generation rates are a reasonable measure of demand on the City's system of water improvements because they represent the average rate of demand that will be placed on the system per land use designation.

Table 8.1 shows the calculation of water demand factors by land use category. The data is based the *City of Banning Integrated Plan (2018)*. Water demand for a given land use is related to the demand for a residential dwelling unit to calculate equivalent dwelling units (EDU).

Table 8.1: Water Demand by Land Use

Land Use Type	Water Demand Factors (GDP/NA)[1]	Density[2]	Average Flow Generation/ DU & KSF	Equivalent Dwelling Unit (EDU)
Residential	2,300	5.00	460.00	1.00
Nonresidential				
Commercial	5,300	15.25	347.63	0.76
Office	5,300	43.56	121.67	0.26
Industrial	1,700	26.14	65.04	0.14

[1] Gallons per day per acre per net acre.

[2] Dw elling units per acre for residential, thousand square feet per acre for nonresidential. Nonresidential based upon the maximum floor area ratio (FAR) assumption of 0.35 for commercial, 1.0 for office and 0.6 for industrial.

Sources: City of Banning General Plan; City of Banning Integrated Master Plan, 2018 Table 3.5; Willdan Financial Services.

Equivalent Dwelling Unit Growth

Table 8.2 calculates the existing and projected equivalent dwelling units (EDU) based on each land use' water demand factors displayed in Table 8.1. An equivalent dwelling unit represents the demand of all other land uses equivalent to one single family unit. Also displayed is the total existing and future EDUs for water facilities by land use.

Table 8.2: Water Facilities Equivalent Dwelling Units

	EDU Factor[1]	Existing (DU/KSF)	Projected Growth (DU/KSF)	Existing EDUs	Growth in EDUs	Total
Residential	1.00	12,152	12,339	12,152	12,339	24,491
Nonresidential						
Commercial	0.76	2,121	5,033	1,612	3,825	5,437
Office	0.26	1,753	4,160	456	1,082	1,538
Industrial	0.14	336	797	47	112	159
Subtotal		4,210	9,990	2,115	5,019	7,134
Total				14,267	17,358	31,625
Percent of Total				45.1%	54.9%	100.0%

[1] Per dwelling unit (residential) or thousand building square feet (nonresidential).

Sources: Tables 2.1 and 8.1, Willdan Financial Services.

Facility Needs and Costs

The City recently completed a water system master plan that identified necessary improvements to its water system. The Banning Integrated Master Plan (2018) also identified the share of improvements needed to serve existing development, and the share needed to serve new development. **Table 8.3** lists the water projects, costs and allocation to existing and new development, based on the Integrated Master Plan.

Table 8.3: Water Facilities Cost to Serve New Development

Project No.	Description	Total CIP Cost Estimate	Allocation to Existing Development	Allocation to New Development
Potable Water Facilities				
Pipelines				
PWP-1	New Transmission Main for Proposed Lower Main Well C-8	$ 414,000	$ -	$ 414,000
PWP-2	New Transmission Main for Upper Main Reservoir 1 (RSG)	5,118,000	4,043,000	1,075,000
PWP-3	New Transmission Main for Proposed Development in Foothill West Z	3,522,000	-	3,522,000
PWP-4	New Transmission Main for Proposed Development in Main Zone (RS	8,288,000	-	8,288,000
PWP-5	New Transmission Main for Foothill West Reservoir 1 & PS (Butterfie	3,730,000	-	3,730,000
PWP-6	New Transmission Main from Mountain Booster PS to Existing Moun	1,450,000	-	1,450,000
PWP-7	New Transmission Main for Proposed Development in Mountain North	1,865,000	-	1,865,000
PWP-8	New Transmission Main for Proposed Upper Main Well C-9	414,000	-	414,000
PWP-9	New Transmission Main for Mountain North Reservoir 1 & PS (Butterf	4,040,000	1,939,000	2,101,000
PWP-10	New Transmission Main for Upper Main Reservoir 2	394,000	-	394,000
PWP-11	New Transmission Main for Proposed Development in Upper Butterfie	414,000	-	414,000
PWP-12	New Transmission Main for Proposed Upper Butterfield Reservoir (Bu	1,865,000	-	1,865,000
PWP-13	Water Canyon Pipe Phase 2 (City's Existing CIP)	3,250,000	3,250,000	-
PWP-14	New Transmission Main for Proposed Upper Main Well C-10	829,000	-	829,000
PWP-15	New Transmission Main for Proposed Foothill West Well C-11	414,000	-	414,000
PWP-16	New Transmission Main for Proposed Upper Main Well C-1.2	414,000	-	414,000
PWP-17	New Transmission Main for Foothill West Reservior 2	3,108,000	-	3,108,000
PWP-18	New Transmission Main for Upper Main Reservoir 3	4,144,000	-	4,144,000
PWP-19	New Transmission Main for Black Bench Reservoir 1 & PS	3,108,000	-	3,108,000
PWP-20	New Transmission Main for Lorna Linda Reservoir 1 & PS	3,108,000	-	3,108,000
Subtotal		$ 49,889,000	$ 9,232,000	$ 40,657,000
Booster Pump Stations				
PWPU-1.a	Upgrade Existing Mountain Booster Pump Station	$ 729,000	$ 729,000	$ -
PWPU-1.b	Demolish Existing Mountain Booster Pump Station	166,000	166,000	-
PWPU-2	New Foothill West Pump Station	1,044,000	-	1,044,000
PWPU-3	New Mountain 2 Booster Pump Station	696,000	334,000	362,000
PWPU-4	Add VFD to Well C-6	166,000	166,000	-
PWPU-5	Add VFD to Well C-S	166,000	166,000	-
PWPU-6	New Upper Butterfield Zone Pump Station	456,000	-	456,000
PWPU-7	New Loma Linda Pump Station	729,000	-	729,000
PWPU-S	New Black Bench Pump Station	729,000	-	729,000
Subtotal		$ 4,881,000	$ 1,561,000	$ 3,320,000

Source: City of Banning, Integrated Master Plan, Potable Water Capital Improvement Plan Summary.

Table 8.3: Water Facilities Cost to Serve New Development Continued

Project No.	Description	Total CIP Cost Estimate	Allocation to Existing Development	Allocation to New Development
Storage				
PWS-1	Proposed Upper Main Reservoir 1	$ 13,260,000	$ 10,475,000	$ 2,785,000
PWS-2	Proposed Foothill West Reservoir 1	5,594,000	-	5,594,000
PWS-3	Proposed Mountain North Reservoir 1	5,594,000	2,685,000	2,909,000
PWS-4	Proposed Upper Main Reservoir 2	13,260,000	-	13,260,000
PWS-s	Proposed Upper Butterfield Reservoir	3,729,000	-	3,729,000
PWS-6	Proposed Foothill West Reservoir 2	5,594,000	-	5,594,000
PWS-7	Proposed Upper Main Reservoir 3	26,106,000	-	26,106,000
PWS-S	Proposed Black Bench Reservoir 1	5,594,000	-	5,594,000
PWS-9	Proposed Lorna Linda Reservoir 1	3,729,000	-	3,729,000
Subtotal		$ 82,460,000	$ 13,160,000	$ 69,300,000
Wells				
PWW-1	Proposed Main Zone Well C-8	$ 3,422,000	$ -	$ 3,422,000
PWW-2	Convert Well M-7 to Supply the Upper Main Pressure Zone	191,000	-	191,000
PWW-3	Convert Well M-'12 to Supply the Upper Main Pressure Zone	191,000	-	191,000
PWW-4	Proposed Upper Main Well C-9	4,252,000	-	4,252,000
PWW-5	Proposed Upper Main Well C-10	4,251,000	-	4,251,000
PWW-6	Proposed Foothill West Well C-11	4,251,000	-	4,251,000
PWW-7	Proposed Upper Main Well C-12	4,251,000	-	4,251,000
Subtotal		$ 20,809,000	$ -	$ 20,809,000
Valves				
PWV-1	Altitude Valves (City's Existing CIP)	$ 250,000	$ 250,000	$ -
PWV-2	New Pressure Reducing Valve for Rancho San Gorgonio	341,000	-	341,000
PWV-3	Foothill West to Upper Main Zone Pressure Reducing Station	681,000	-	681,000
PWV-4	C2 PRVs'1& 2	681,000		681,000
PWRZ-1	New Pressure Reducing Valves for Re-Zoning	3,424,000	3,424,000	-
Subtotal		$ 5,377,000	$ 3,674,000	$ 1,703,000
Water Yard[1]		$ 3,704,300	$ 1,671,100	$ 2,033,200
Total Potable Water Facilities		$ 167,120,300	$ 29,298,100	$ 137,822,200

[1] Allocated to existing and new development based on share of water EDUs in 2040.

Source: City of Banning, Integrated Master Plan, Potable Water Capital Improvement Plan Summary.

Table 8.3: Water Facilities Cost to Serve New Development Continued

Project No.	Description	Total CIP Cost Estimate	Allocation to Existing Development	Allocation to New Development
Recycled Water Facilities				
Pipelines				
RWP-1	Recycled Water Backbone System	$ 14,172,000	$ 6,378,000	$ 7,794,000
RWP-2	Lion's Park Lateral	435,000	-	435,000
RWP-3	Banning High School Lateral	435,000	-	435,000
RWP-4	Rancho San Gorgonio Lateral	207,000	-	207,000
RWP-5	Neighborhood Park Lateral	145,000	-	145,000
RWP-6	Dysart Park Lateral	1,015,000	-	1,015,000
RWP-7	Five Bridges Development Lateral	199,000	-	199,000
RWP-8	Well R-1 Pipeline	1,036,000	466,000	570,000
RWP-9	Five Bridges Basin Pipeline	1,641,000	738,000	903,000
RWP-10	WWTP Basin Pipeline	547,000	246,000	301,000
Subtotal		$ 19,832,000	$ 7,828,000	$ 12,004,000
Booster Pump Stations				
RWPS-1	WWTP Recycled Water Pump	$ 5,801,000	$ 2,610,000	$ 3,191,000
Wells				
RWW-1	Equip Well R-1	$ 1,707,000	$ -	$ 1,707,000
Storage				
RWS-1	Well R-1 Forebay	$ 3,729,000	$ 1,678,000	$ 2,051,000
Valves				
RWV-1	BCVWD Co-Owned Wells and Interconnect Buildings (2)	$ 5,804,000	$ -	$ 5,804,000
Other				
RWO-1	Five Bridges Site Improvements	$ 3,194,000	$ 3,194,000	$ -
RWO-2	WWTP Basin Site Improvements	411,000	411,000	-
RWO-3	Hydrogeological Study	150,000	150,000	-
RWO-4	Monitoring Wells and Lysimeters	2,984,000	2,984,000	-
RWO-5	404 Permitting	200,000	200,000	-
RWO-6	Recycled Water Master Plan Update	133,000	133,000	-
	Title 22 Improvments	3,250,000	-	3,250,000
Subtotal		$ 10,322,000	$ 7,072,000	$ 3,250,000
Total Recycled Water Facilities		$ 47,195,000	$ 19,188,000	$ 28,007,000
Grand Total - All Water Facilities		$ 214,315,300	$ 48,486,100	$ 165,829,200

Source: City of Banning, Table 9.12 Integrated Master Plan, Recycled Water Capital Improvement Plan.

Table 8.4 calculates a cost per EDU associated by dividing the total cost of projects allocated to new development identified in Table 8.3, by the growth in EDUs identified in Table 8.2

Table 8.4: Cost per EDU

Net Cost of Planned Facilities	$ 165,829,200
Growth in EDUs	17,358
Cost per EDU	$ 9,553

Sources: Tables 8.2 and 8.3.

Fee Schedule

The maximum justified fee for water facilities is shown in **Table 8.5**. The cost per EDU is converted to a fee connection size using American Water Works Association water meter equivalency factors. Refer to Chapter 13.08 of the City's municipal code for the amount of EDUs associated with various types of development. The total fee includes an administrative charge to fund costs that include: (1) a standard overhead charge applied to all City programs for legal, accounting, and other departmental and citywide administrative support, (2) capital planning, programming, project management costs associated with the share of projects funded by the facilities fee, and (3) fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 8.5: Water Facilities Impact Fee Schedule

Meter Size	Cost per EDU	EDU Factor	Base Fee	Admin Charge (2.0%)	Total Fee
3/4"	$ 9,553	0.60	$ 5,732	$ 115	$ 5,847
1"	9,553	1.00	9,553	191	9,744
1-1/2"	9,553	2.00	19,106	382	19,488
2"	9,553	3.20	30,570	611	31,181
3"	9,553	6.00	57,318	1,146	58,464
4"	9,553	10.00	95,530	1,911	97,441

Sources: AWWA; Table 8.4, Willdan Financial Services.

9. Implementation

Impact Fee Program Adoption Process

Impact fee program adoption procedures are found in the *California Government Code* section 66016. Adoption of an impact fee program requires the City Council to follow certain procedures including holding a public hearing. Data, such as an impact fee report, must be made available at least 10 days prior to the public hearing. The City's legal counsel should be consulted for any other procedural requirements as well as advice regarding adoption of an enabling ordinance and/or a resolution. After adoption there is a mandatory 60-day waiting period before the fees go into effect.

Inflation Adjustment

The City can keep its impact fee program up to date by periodically adjusting the fees for inflation. Such adjustments should be completed regularly to ensure that new development will fully fund its share of needed facilities. We recommend that the following indices be used for adjusting fees for inflation:

- Buildings – Engineering News-Record's Construction Cost Index (CCI)
- Equipment – Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

The indices recommended can be found for local jurisdictions (state, region), and for the nation. With the exception of land, we recommend that the national indices be used to adjust for inflation, as the national indices are not subject to frequent dramatic fluctuations that the localized indices are subject to.

Due to the highly variable nature of land costs, there is no particular index that captures fluctuations in land values. We recommend that the City adjust land values based on recent land purchases, sales or appraisals at the time of the update.

While fee updates using inflation indices are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, the City will also need to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available.

Reporting Requirements

The City complies with the annual and five-year reporting requirements of the *Mitigation Fee Act*. For facilities to be funded by a combination of public fees and other revenues, identification of the source and amount of these non-fee revenues is essential. Identification of the timing of receipt of other revenues to fund the facilities is also important.

Programming Revenues and Projects with the CIP

The City maintains a five-year Capital Improvement Program (CIP) to plan for future infrastructure needs. The CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The City may decide to alter the scope of the planned projects or to substitute new projects if those new projects continue to represent an expansion of the City's facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the City should consider revising the fees accordingly.

10. Mitigation Fee Act Findings

Public facilities fees are one-time fees typically paid when a building permit is issued and imposed on development projects by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of public facilities fees the State Legislature adopted the *Mitigation Fee Act* (the *Act*) with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act*, contained in *California Government Code* Sections 66000 through 66025, establishes requirements on local agencies for the imposition and administration of fee programs. The *Act* requires local agencies to document five findings when adopting a fee.

The five statutory findings required for adoption of the public facilities fees documented in this report are presented in this chapter and supported in detail by the preceding chapters. All statutory references are to the *Act*.

Purpose of Fee

- *Identify the purpose of the fee (§66001(a)(1) of the Act).*

Development impact fees are designed to ensure that new development will not burden the existing service population with the cost of facilities required to accommodate growth. The purpose of the fees proposed by this report is to provide a funding source from new development for capital improvements to serve that development. The fees advance a legitimate City interest by enabling the City to provide municipal services to new development.

Use of Fee Revenues

- *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees proposed in this report, if enacted by the City, would be used to fund expanded facilities to serve new development. Facilities funded by these fees are designated to be located within the City's sphere of influence. Fees addressed in this report have been identified by the City to be restricted to funding the following facility categories: police facilities, fire facilities, parkland and parks, general city facilities, wastewater facilities and water facilities.

Benefit Relationship

- *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).*

The City will restrict fee revenue to the acquisition of land, construction of facilities and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents and workers associated with new development. Under *the Act*, fees are not intended to fund planned facilities needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

Burden Relationship

- *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).*

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. For each facility category, demand is measured by a single facility standard that can be applied across land use types to ensure a reasonable relationship to the type of development. For most facility categories service population standards are calculated based upon the number of residents associated with residential development and the number of workers associated with non-residential development. To calculate a single, per capita standard, one worker is weighted less than one resident based on an analysis of the relative use demand between residential and non-residential development.

The standards used to identify growth needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

Chapter 2, Growth Forecasts provides a description of how service population and growth forecasts are calculated. Facility standards are described in the *Facility Standards* sections of each facility category chapter.

Proportionality

- *Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).*

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated new development growth the project will accommodate. Fees for a specific project are based on the project's size. Larger new development projects can result in a higher service population resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See *Chapter 2, Growth Forecasts,* or the *Service Population, or Equivalent Dwelling Units* sections in each facility category chapter for a description of how service populations or other factors are determined for different types of land uses. See the *Fee Schedule* section of each facility category chapter for a presentation of the maximum justified facilities fees.

Appendix

Table A.1: Police: Debt Service Payments for Police Building from Water Bonds

Date	Total Payment (nom. dollars)	Police Share[1] (nom. dollars)	Discount Factor[2]	Police Share (real dollars)
Past Payments				
2006	$ 2,308,086	$ 896,436	1.511	$ 1,354,576
2007	2,309,513	896,990	1.460	1,309,578
2008	2,307,813	896,329	1.411	1,264,361
2009	2,310,413	897,339	1.363	1,222,981
2010	2,307,138	896,067	1.317	1,179,949
2011	2,309,738	897,077	1.272	1,141,333
2012	2,306,138	895,679	1.229	1,101,018
2013	2,306,538	895,834	1.188	1,063,970
2014	2,310,738	897,465	1.148	1,029,862
2015	2,309,513	896,990	1.109	994,509
2016	2,308,838	896,728	1.071	960,597
2017	2,308,838	896,728	1.035	928,113
2018	2,307,438	896,184	1.000	896,184
	$ 30,010,736	$ 11,655,846		$ 14,447,031
Future Payments				
2019	$ 2,308,456	$ 896,579	0.966	$ 866,260
2020	2,305,950	895,606	0.934	836,058
2021	2,309,700	897,063	0.902	809,099
2022	2,310,710	897,455	0.871	782,080
2023	2,308,950	896,771	0.842	755,057
2024	2,309,450	896,965	0.814	729,682
2025	2,308,825	896,723	0.786	704,816
2026	2,309,788	897,096	0.759	681,265
2027	2,307,075	896,043	0.734	657,454
2028	2,310,688	897,446	0.709	636,216
2029	2,310,100	897,218	0.685	614,546
2030	2,310,313	897,300	0.662	593,818
2031	2,306,063	895,650	0.639	572,682
2032	2,307,350	896,150	0.618	553,625
2033	2,308,650	896,655	0.597	535,205
2034	2,309,700	897,063	0.577	517,341
2035	2,310,238	897,271	0.557	499,963
	$ 39,252,004	$ 15,245,054		$ 11,345,169

[1] Police building share of annual debt service payment assumed to be 38.84% based on facility cost of $13,840,249 relative to total principal of $35,635,000.

[2] Discount rate assumed to be 3.5% per year.

Sources: City of Banning; Willdan Financial Services.

UPDATE OF TRAFFIC FEE COMPONENT OF THE DEVELOPMENT FEE PROGRAM

CITY OF BANNING

RIVERSIDE COUNTY, CALIFORNIA

LSA

May 2019

UPDATE OF TRAFFIC FEE COMPONENT OF THE DEVELOPMENT FEE PROGRAM

CITY OF BANNING

RIVERSIDE COUNTY, CALIFORNIA

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May 2019

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1.0 INTRODUCTION

The City of Banning (City) is located in the San Gorgonio Pass Area of Riverside County. The City shares its boundaries with the City of Beaumont, and unincorporated areas of Riverside County. Based on the 2016 Census, Banning's population was estimated at 31,026 and employment at 7,930. The Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP) forecasts the 2040 population for the City as 37,600 and employment at 14,200. The population is forecast to grow at 0.88 percent per annum while employment is forecast to grow at 3.29 percent per annum. Increased population and employment in the City will lead to increased demand for transportation infrastructure and will affect existing infrastructure. Without addition of roadway capacity, it is likely that transportation facilities will not maintain satisfactory traffic operations resulting in additional congestion and delay. To maintain satisfactory traffic operations as population and development increases, improvements are planned for construction and expansion of the backbone transportation infrastructure. Implementation of planned improvements will be required to adequately serve current and future development anticipated through 2035.

The City's current Development Impact Fee Program (DIF) does not include physical improvements required at intersections to maintain acceptable level of service (LOS) according to the City's General Plan policy in the General Plan Build-out conditions. The current fee program only addresses proposed traffic control upgrade (signalization) at several locations in the City. Specifically, this DIF update addresses improvements included in the following documents:

- Revised Butterfield Specific Plan Traffic Impact Analysis, LSA Associates, Inc., September, 2016.
- Banning General Plan Amendment, Redesignation of Highland Home Road at Interstate 10 from an Interchange to an Overcrossing, LSA Associates, Inc., September, 2012.
- Banning General Plan Amendment, Change in Level of Service Policy, LSA Associates, Inc., September, 2012.
- Memorandum – Traffic Analysis for Removal of the Highland Home Road Connection to Highland Springs Avenue at Brookside Avenue, LSA Associates, Inc., October, 2011. (Addendum to Butterfield Specific Plan Traffic Impact Analysis).
- Butterfield Specific Plan Traffic Impact Analysis, LSA Associates, Inc., December, 2010.
- City of Banning General Plan Update Traffic Study, Kunzman Associates, March, 2005.

Some of the analysis intersections included in the Fee Program are included in two or more of the above listed documents. For those intersections, documents which include the latest updates and/or amendments to those intersections have been considered.

2.0 DEFINITION OF IMPACT FEES

With the passage of Proposition 13, local governments have been left with less money to pay for infrastructure improvements. Before the passage of Proposition 13, cities and counties often constructed needed infrastructure or charged subsidized impact fees that paid for a portion of the

infrastructure made necessary by the project. However, with the passage of Proposition 13, cities and counties are often unable to afford the improvements required by development projects. Therefore, cities and counties are instituting development impact fees to fund infrastructure needed to support development. If a local government has the power to approve or deny a project, then it also has the power to subject the development to conditions that mitigate deterioration of infrastructure operations due to the development.

A development impact fee is an exaction, outside of a tax or special assessment, imposed by a local governmental agency on new development as a precondition in the development application process. These fees have the sole purpose of defraying all or a portion of the cost of public facilities directly related to the development project (Government Code § 66000(b)). The legal requirements for enactment of a development impact fee program are set forth in Government Code §§ 66000–66025 (also referred to as the "Mitigation Fee Act"), many of which were adopted as part of AB 1600 and thus are often referred to as "AB 1600 requirements."

A development impact fee is not a tax or special assessment. By definition, the fee is voluntary and must be reasonably and proportionally related to the cost of the service provided by the local agency. If a development impact fee does not relate to the impact created by development or exceeds the reasonable cost of providing the public service, the fee can be challenged, rescinded or set for a voter approval (2/3rd approval necessary).

2.1 Nexus Requirement Summary

Pursuant to the Mitigation Fee Act, in addition to the findings supporting the adoption of impact fees identified in the impact fee ordinance, each implementing resolution shall include the following:

1. Identify the purpose of the fee by identifying the estimated types and quantities of development projects subject to the fee, and the public facility category to be funded by the fees.
2. Identify the use of the fee by identifying the specified public facilities to be funded by the fees.
3. Determine how there is a reasonable relationship between the city's use of the fee and the types of development projects on which the fee is to be imposed by demonstrating how the development projects will benefit from the specified public facilities to be funded by the fees.
4. Determine how there is a reasonable relationship between the need for the specified public facilities and the types of development projects on which the fee is to be imposed, by demonstrating how the development projects create a demand for the construction of the specified public facilities to be funded by the fees.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the specified public facility attributable to the development projects on which the fee is to be imposed. This shall include two elements:
    a. A quantification of the estimated reasonable cost of providing the specified public facility, which may include the estimated costs of land acquisition, design, construction, construction administration, general administration (including establishment and enforcement) of the fee program, and contingencies; and

b. An identification of the method by which the city quantifies the proportionate responsibility of each development project for the cost of the specified public facilities, which may be satisfied by establishing a formula that reasonably quantifies the proportionate responsibility of various types of development projects using standardized units of measurement. (Ord. 2463 § 1, 6-4-02. 1990 Code § 8-9103)

In addition, a city cannot require new development to pay for existing deficiencies.

The purpose of this report is to identify improvements subject to the development impact fee, identify the costs of improvements, and establish a fee per unit of development to be used to implement roadway improvements necessary to support future development. This report will demonstrate that all fee components comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent sections of this report.

2.1.1: Purpose of the Fee. The purpose of the proposed DIF update is to fund fair-share costs associated with improvements identified in the documents listed in Section 1 at build-out of the City's General Plan and to allocate those costs to development within the City. The Western Riverside Council of Governments (WRCOG) has prepared a Nexus Study and developed a Transportation Uniform Mitigation Fee (TUMF) to provide funding for improvements to freeway interchanges, railroad grade separations, and regional arterial highways on the Nexus Study Network. The City of Banning has adopted and is required to implement a compliant development mitigation program for the Nexus Study Network. The Nexus Study and TUMF are discussed in greater detail later in this document. Additionally, the City of Banning DIF (Signalization) has a traffic signal fee component which includes costs for new signals at several intersections Citywide. This analysis combines the existing DIF (signalization) with the current analysis to create a combined DIF program. The DIF update will be assessed to defray costs of transportation improvements at intersections that are not included in the TUMF, but would require improvements due to background growth and new development within the City. This fee does not include frontage improvements and/or street segments within the City, which will be the responsibility of individual development projects. The fees will be applicable to all development within the City.

2.1.2: Use of the Fee. This analysis evaluates 36 intersections. Under General Plan Buildout conditions, 35 intersections were anticipated to operate at unsatisfactory levels of service. Of the 35 deficient intersections, full or partial improvements for some intersections are identified in the TUMF. The proposed DIF update would fund improvements at intersections analyzed as part of the documents listed in Section 1 for which improvements are not included in the TUMF.

2.1.3: Determination of a Reasonable Relationship between the Need for the Public Facility and the Type of Development Project on which the Fee is Imposed. As new development occurs, there will be an increase in demand for transportation facilities. The fees will be used to construct transportation improvements resulting in better traffic operations, to meet transportation demand from new development.

The fee calculations are based on the improvements listed in the documents listed in Section 1 that are not part of the TUMF. Improvements that are part of the TUMF are not included because development projects are required to pay the TUMF. Inclusion of those intersections already included in the TUMF would result in charging the projects twice for the same improvements.

2.1.4: Determination of a Reasonable Relationship between the Need for the Specified Public Facilities and the Types of Development Projects on which the Fee is to be Imposed, by Demonstrating How the Development Projects Create a Demand for the Construction of the Specified Public Facilities to be Funded by the Fees. New residential and non-residential development will attract and create new residents and employees, thereby increasing the traffic in Banning and adjacent jurisdictions, thus requiring additional traffic improvements. The required traffic improvements were previously identified in the documents listed in Section 1 as circulation improvements specifically for new development. The traffic fees collected from new development within the City will be equal to the portion of the traffic improvements attributable to new development within the City (identified as a proportion of new to total future traffic). Residential and non-residential development will be responsible for their fair-share portions of the total cost based on the proportion of traffic and the estimated traffic generation rates of the individual land uses.

3.0 FEE METHODOLOGY

There are several methodologies used to determine impact fees for new development. The choice of the methodology depends on the type of facility for which an impact fee is being calculated as well as the availability of documentation and research conducted in support of the fee. For transportation improvements, the plan-based fee methodology is the most appropriate methodology since the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated.

3.1 Plan-Based Fee Methodology

The plan-based fee methodology is used for facilities that must be designed based on multiple considerations, including, but not limited to, future traffic and infrastructure demand projections, geographic location of anticipated growth, and potential development constraints. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated. The City must first analyze existing facilities, geographic constraints, and current and required levels of service in order to identify future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in order to determine the adequacy of existing facilities and the demand for new improvements. The following methodology was used to calculate fees under the plan-based fee methodology:

1. *Determine the future development, by land use category and location, anticipated within the region through General Plan Buildout.* This data was taken from the City of Banning General Plan Land Use Element. Trips attributed to any new development were based on daily trip rates from the Institute of Traffic Engineers (ITE) *Trip Generation,* 10th Edition.
2. *Estimate improvements attributable to new development.* Improvements to intersections needed to serve the current and future regional growth were identified. Then, the portions of improvements

for which only future growth will be responsible were identified. The cost of improvements required to correct existing deficiencies was removed from the fee calculation.

3. *Subtract facilities that are funded through other revenue sources.* Improvements covered by the TUMF, and the DIF (signalization) were removed from the list of improvements and not subject to the fee assessment. Additionally improvements that have been implemented since the time the documents listed in Section 1 were prepared have also been eliminated.
4. *Estimate costs of improvements not included in other funding programs.* Improvement costs were estimated using planning level cost estimates from the San Bernardino County Transportation Authority (SBCTA) Congestion Management Plan (CMP) and by applying an inflation factor to these costs using the California Department of Transportation's (Caltrans) Price Index for Selected Highway Construction Items dated September 4, 2018, for signal improvements and lane additions.
5. *Calculate the portion of those costs attributed to new development within the City.* This includes cost estimates for physical improvements, cost of right-of-way, utility and drainage relocation and property takes (if feasible).
6. *Identify the trips generated by new development within the City that will be used to allocate facility costs on a fair-share basis to each future land use category.* Trips used to allocate facility costs were based on the gross daily trips generated by new development. To eliminate double counting of trips between residential and non-residential uses the same trip adjustment rates were used that are included in the DIF (signalization). The trip adjustment rates are included in Appendix A.
7. *Divide the cost attributable to new development based on trips generated to identify a per unit/thousand square feet fee.* To determine the cost per unit/thousand square feet (TSF) for each land use category, the total cost of improvements was divided by the total net new trips to derive a total cost per trip. This cost per trip was then multiplied by the number of trips generated by one unit/TSF of each land use category to determine the per unit/TSF fee for that respective land use.

4.0 IMPACT FEE CALCULATION

This section discusses the analysis of future land use, required improvements, and costs for improvements used to calculate the impact fee.

4.1 Identification of Study Area

As stated previously, this fee program addresses improvements included in the documents listed in Section 1. Table A lists the intersection by document source. All tables are attached at the end of this report. The study area intersections include:

1. Highland Springs Avenue/16th Street-Cougar Way;
2. Highland Springs Avenue/F Street;
3. Highland Springs Avenue/Oak Valley Parkway-B Street;

4. Highland Springs Avenue/Starlight Avenue -A Street;
5. Highland Springs Avenue/Wilson Street;
6. Highland Springs Avenue/Ramsey Street;
7. Highland Springs Avenue/I-10 Westbound Ramps;
8. Highland Springs Avenue/I-10 Eastbound Ramps;
9. Highland Springs Avenue/Sun Lakes Boulevard;
10. Highland Springs Avenue/Potrero Boulevard;
11. C Street-Apex Avenue/Wilson Street;
12. Highland Home Road/Beaumont Road-G St;
13. Highland Home Road/F Street;
14. Highland Home Road/D Street;
15. Highland Home Road/Wilson Street;
16. Highland Home Road/Ramsey Street;
17. Highland Home Road/Sun Lakes Boulevard–Westward Avenue;
18. Sunset Avenue/Wilson Street;
19. Sunset Avenue/Ramsey Street;
20. Sunset Avenue/I-10 Westbound Ramps;
21. Sunset Avenue/I-10 Eastbound Ramps;
22. Sunset Avenue/Lincoln Street;
23. Sunset Avenue/Westward Avenue;
24. Sunrise Avenue/Wilson Street;
25. 16th St/Wilson Street;
26. 8th St/Wilson Street;

27. 8th St/Ramsey Street;
28. 8th St/I-10 Westbound Ramps;
29. 8th St/I-10 Eastbound Ramps;
30. 8th Street/Lincoln Street;
31. 4th St/Wilson Street;
32. San Gorgonio Avenue/Wilson Street;
33. Hargrave Street/Ramsey Street;
34. Hargrave Street/I-10 Westbound Ramps;
35. Hargrave Street/I-10 Eastbound Ramps; and
36. Hargrave Street/Lincoln Street.

Figure 1 illustrates the location of the study area intersections. Figure 2 illustrates the City of Banning General Plan Circulation Element. All figures are attached at the end of this report.

4.2 Determination of future development, by land use category and location, anticipated within the City through General Plan Build-out.

The calculation of fair-share development contributions requires an estimate of projected growth for residential and non-residential development anticipated within the City by build-out of the General Plan. The City of Banning General Plan Land Use Element defines land use designations, provides statistics regarding vacant and developed land, and discusses strategies for the future development of the City. A description of each land use is given below:

- *Ranch Agricultural/ Residential:* Allows detached single-family homes on lots of at least ten acres. Also permitted are agricultural and ranching activities, animal keeping (both personal use and commercial), and animal-keeping or agricultural related commercial enterprises, such as feed stores, commercial stables and similar uses, and home occupations.
- *Ranch Agricultural/ Residential-Hillside:* Assigned to lands in the foothills. Portions of the site exceeding 25% slope as well as the ridgelines are to be preserved as open space, but density may be transferred to developable areas.
- *Rural Residential:* Allows detached single family homes on lots of at least one acre. Also permitted are agricultural and ranching activities, animal keeping (both personal use and commercial) and home occupations.

- *Rural Residential-Hillside:* Assigned to lands in the foothills. Portions of the site exceeding 25% slope as well as the ridgelines are to be preserved as open space, but density may be transferred to developable areas.
- *Very Low Density Residential:* Allows detached single-family homes at a density of up to 2 units per acre. Home occupations are permitted.
- *Low Density Residential:* Allows the development of attached and detached single family homes, in traditional subdivisions and planned communities. The clustering of condominiums and townhomes may be appropriate with the provision of common area amenities and open space, when a Specific Plan is prepared.
- *Medium Density Residential:* Allows the development of attached and detached single family homes, in traditional subdivisions and planned communities. Also allows condominiums and townhomes, garden apartments and duplexes, with the provision of common area amenities and open space. The clustering of condominiums and townhomes may be appropriate with the provision of common area amenities and open space.
- *High Density Residential:* Allows condominiums and townhomes, as well as apartments with the provision of common area amenities and open space. Duplex and multi-plex development is the most prevalent type of development in this designation. The clustering of condominiums and townhomes may be appropriate with the provision of common area amenities and open space.
- *Mobile Home Park:* The designation applies to existing mobile home parks or subdivisions within the City. Only mobile parks and subdivisions are permitted. Home occupations are permitted.
- *Downtown Commercial:* Small scale commercial retail and office uses, services, restaurants, entertainment retail are the primary uses in this designation. Auto related uses proposed are prohibited. All existing auto uses in existence as of the adoption of the General Plan will be permitted until such time as the use in a particular location ceases operation for a period of six months. Mixed Use, residential land uses in combination with commercial businesses, are also encouraged.
- *General Commercial:* Allows food and drug stores; home improvement; auto sales, leasing, service and repair; department and general retail outlets; merchandise leasing; neighborhood serving retail and services; restaurants; entertainment uses; gas stations; general offices (secondary to retail); mixed uses; and financial institutions.
- *Highway Serving Commercial:* Allows restaurants (fast food and sit down), hotels and motels, auto related retail, repair and services, including gas stations, convenience stores and similar uses serving the I-10 traveler.
- *Professional Office:* Allows professional offices and social services, financial institutions with only ancillary retail, and mixed uses.
- *Business Park:* Light industrial manufacturing and office/warehouse buildings are appropriate in this designation. Restaurants and retail uses ancillary to a primary use, and professional offices are also appropriate. Commercial development, such as large-scale retail (club stores, home improvement, etc.) and mixed-use project may also be permitted, subject to a conditional use permit.

- *Industrial:* Includes industrial parks and freestanding industrial users. Examples include light and medium intensity manufacturing operations, warehousing and distribution, mini-storage, and associated offices.
- *Airport Industrial:* Land uses must be focused on airport-related and transportation-related functions, including machining, manufacturing, warehousing, flight schools, restaurants and office uses. Aircraft maintenance, repair and catering services are also appropriate.
- *Industrial Mineral Resources:* Allows surface mining operations on lands designated by the City or the state as having significant potential for mineral resources. All the requirements of the State Department of Mining and Geology shall apply.
- *Public Facilities- Airport:* Land uses are specifically related to airport operations: administration offices, hangars, tiedowns, runways, restaurants and flight schools. Ancillary retail and service business relating to the airport are appropriate.
- *Public Facilities -Cemetery:* No description available.
- *Public Facilities- Schools:* Public and private schools at all levels, including colleges.
- *Public Facilities Hospital:* No description available.
- *Open Space-Parks:* Allows public and private parks and recreational facilities, including golf courses, tot lots, dog parks, neighborhood, community and regional parks, sports fields, and passive parks.

To determine the future development anticipated within the City at build-out of the General Plan, the City of Banning General Plan Land Use Element was used. The Land Use Summary tables were used to determine the type and total number of land use categories and are included in Appendix A. As shown in Appendix A, the General Plan build-out anticipates 20,543 total new residential units, 977.4 acres of commercial and industrial uses, 262.1 acres of public facilities, and 915 acres of open space parks.

The growth in land uses projected in the City's General Plan build-out conditions was converted into daily traffic estimates using trip rates from the *Institute of Transportation Engineers (ITE) Trip Generation 9th Edition*, consistent with the DIF (signalization). A trip adjustment factor was applied to account for pass-by trips based on the DIF (signalization) trip adjustment factors for residential and other non-residential (50% pass-by) land uses. For commercial land uses, an average of the trip adjustment factors from the DIF (signalization) was applied (30.5% pass-by).

Table B illustrates the daily trip generation attributable to new development by land use category consistent with the City of Banning General Plan Land Use Element. As shown in Table B, the total daily net new future development trips are 165,918.

4.3 Estimate Improvements Attributable to New Development.

Traffic volumes and levels of service for the General Plan build-out a.m. and p.m. peak hours at the study intersections were obtained from the data sources listed in Section 1. Improvements identified in the six documents mentioned in Section 1 were used to update the DIF. These improvements include

lane additions consistent with the General Plan roadway designations and possible signalization (or modification) to achieve a satisfactory LOS D condition.

The study area analyzed 36 intersections that could potentially be affected by the future new traffic anticipated at build-out of the General Plan. Table C shows the General Plan build-out without and with improvements levels of service. As shown in Table C, under General Plan build-out conditions, 35 intersections were anticipated to operate at unsatisfactory levels of service.

Improvements to intersections needed to serve the future development were identified and listed in Table D. As shown in Table D, the portions of improvements for which only future development will be responsible are identified in the DIF Program Improvements column. Figure 3 illustrates the corresponding General Plan build-out with improvements intersection geometrics.

4.4 Existing Deficiencies

There are three intersections included in the DIF update that operate at unsatisfactory conditions under existing conditions. These intersections are Highland Springs Avenue/Ramsey Street, Highland Springs Avenue/I-10 Westbound Ramps, and 8th Street/I-10 Eastbound Ramps. Based on the Mitigation Fee Act, the cost for improving existing deficiencies cannot be imposed on new development, therefore, improvements to mitigate these existing deficiencies are not included in the DIF update. It should be noted that improvements required at the Highland Springs Avenue/I-10 Westbound Ramps under existing conditions only include addition of an additional lane to the off-ramp. The cost of this improvement has not been included in the fee program. Under build-out condition a complete interchange reconstruction will be required and the cost associated with interchange reconstruction has been included in the fee calculation. Table D lists the improvements required to restore the existing conditions to satisfactory Levels of Service.

4.5 Current Programs and Funding Mechanisms

Funding for improvements to the transportation infrastructure comes from several sources, including the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) and the DIF (signalization).

The underlying purpose of the TUMF program is "the need to establish a comprehensive funding source to mitigate the cumulative regional transportation impacts of new development on regional arterial highways." As new development occurs in western Riverside County, the cumulative transportation impacts of this new development are reflected in increased demand for transportation infrastructure leading to decreased levels of service, increased delay and increased congestion on regional transportation facilities, and an overall decline in regional mobility. Therefore, the need to invest in additional transportation infrastructure to meet the increased travel demand and to sustain pre-development traffic conditions to "keep traffic flowing" represents the fundamental premise of the TUMF program. Under the TUMF program, a network of both backbone roadways and freeway interchanges that connect to the backbone roadways are identified. Intersection improvements covered by the TUMF program are shown in Table D. TUMF improvements have not been included in the DIF update, as a mechanism for funding these improvements is already in place.

It should be noted that a typical roadway standard for TUMF network improvements assumes the following standard design characteristics that are generally consistent with the minimum statutory requirements for roadway capacity expansion in the region:

- 12-foot wide asphalt concrete roadway lanes;
- 14-foot painted median (or center left-turn lane); and
- 4-foot wide paved shoulder/bike lanes (on the roadway);

The roadway improvements in excess of the typical roadway standard (as described above) are not eligible for TUMF and have been included in the DIF update.

The City of Banning has developed individual impact fees for five infrastructure categories, which are combined together under one fee known as the Development Impact Fee. The five infrastructure categories are as follows:

- Traffic/Control;
- Fire/Emergency Services;
- Police;
- General Government; and
- Parks and Recreation.

The Traffic/Control Development Impact Fees were derived using a plan-based methodology, which incorporates planned capacity and signalization improvements for 2005 to 2025 time-period. The signalization of intersections included in the traffic control portion of the existing development fees are listed in Table D and have been included in the DIF update, as a comprehensive mechanism for funding all improvements.

Additionally, improvements that have already been implemented since the time the documents listed in Section 4.1 was prepared have not been included in the DIF update. Previously referenced Table D lists the improvements that have been completed.

4.6 Determination of Right-of-Way Requirements

To determine costs at each intersection, identification of right-of-way (ROW) required for improvements at each location needs to be determined. Determination of ROW will help determine the general land are that may be required for implementation of the proposed improvements, including cost of land, property take (if feasible) and relocation utilities and drainage. Identification of right-of-way required for intersection improvements were based on the following tasks:

4.6.1 Queuing Analysis Estimates

A queuing analysis was conducted at each study intersection to determine the approximate length that will be necessary for the recommended circulation improvements at the study intersections. This includes right-of-way requirements for left-turns, transitions for additional

through lanes, and right-turn lanes. The queuing analysis was conducted based on traffic analysis conducted for the City of Banning General Plan Circulation Element, the Butterfield Specific Plan TIA, updates to the City's General Plan and the updated Butterfield Specific Plan TIA. Table E provides a summary of the queuing analysis for all analysis intersections.

4.6.2 Right-Of-Way Acquisition Estimates

Upon completion of the queuing analysis, right-of-way acquisition estimates were calculated at each intersection, including the total right-of-way required (square feet) and if any takings of land/buildings may be necessary to construct any of the circulation improvements. This was prepared based on identification of improvements proposed at each study intersections, which was superimposed on existing aerial imagery. Conceptual intersection improvement drawings in AutoCAD were prepared for each analysis intersection and have been included in Appendix B. The conceptual drawings were used to determine the approximate ROW needed along with the determination of whether any property takes or utility relocation were necessary. Table D summarizes the findings for each intersection based on this analysis.

4.7 Estimation of Costs Attributed to New Development within the City

Improvement costs needed to serve the future growth in the General Plan Buildout Condition were estimated using the SBCTA Congestion Management Plan (CMP) Appendix G, Preliminary Construction Cost Estimates for Congestion Management Plan. This document has been included in Appendix C.

Since the CMP cost estimates were prepared in 2003, an inflation factor was applied to these costs using the Caltrans Price Index for Selected Highway Construction Items dated September 4, 2018. This document has been included in Appendix C.

Additionally, cost of land, property take (if any) and utility and drainage relocation were obtained from City staff. Determination of cost of ROW cost per square feet is included in Appendix B. At locations where the City recommended that property takes were not feasible, only the cost of improvements was considered. Additionally, ROW costs for improvements which required ROW under Caltrans jurisdictions were not included in the cost calculation. This is because City does not have the authority to implement any improvements within Caltrans ROW. For the 8th Street underpass widening, the cost for this improvement was obtained from WRCOG TUMF. This document has been included in Appendix C.

The total traffic improvement costs were developed by adding cost estimates of individual intersections for both physical improvements, land, property takes, utility and drainage relocation and signalization over the larger affected area. Based on discussion with City staff, cost of preparing planning and engineering documents have been included for some study intersections. For the I-10/Highland Springs Avenue interchange improvement project, a separate cost calculation has been prepared based on the understanding that the Highland Springs Road underpass needs to be widened. Detailed preliminary cost estimate for the interchange improvement is included in Appendix D.

Additionally, WRCOG TUMF has allocated $17.9 million for improvements to this interchange. Therefore, City of Banning and City of Beaumont has agreed to equally share the remainder of the cost for the interchange improvement. As such, the City's share of the interchange improvement cost has been included as part of this fee program.

The total improvement costs for the development impact fee program are listed in Appendix E. As shown in Appendix E, the total improvement costs attributable to new development are $108,399,245.

4.8 Identify the Trips Generated by New Development within the City that will be used to Allocate Facility Costs on a Fair-Share Basis to each Land Use Category

As stated earlier, new development within the City is forecast to generate 165,918 net new daily trips as shown in Table B. Therefore, the number of trips used for calculating the trip per unit/TSF fee is 165,918 net new daily trips.

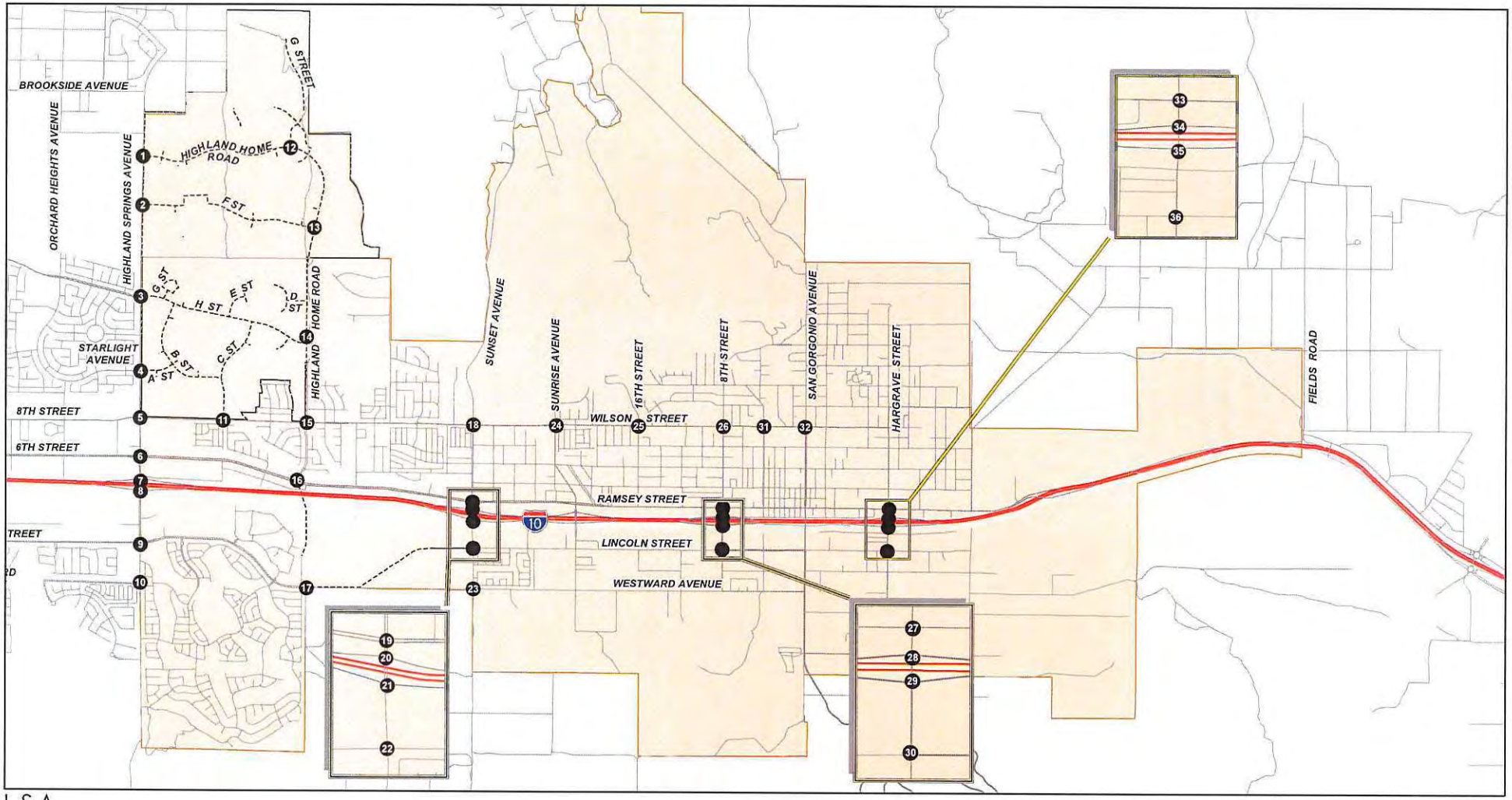
4.9 Divide the Cost Attributable to New Development Based on Trips Generated to Identify a Per Unit Fee

To determine the cost per unit/TSF for each land use category, the total cost of improvements ($108,399,245) was divided by the total net new trips (165,918) to derive a total cost per trip. The total cost per trip was then multiplied by a ratio of trips per land use to units/square footage to derive the cost per unit/TSF. Table F shows the cost per unit for each land use category. For land use categories that are not included in Table F, the City will require the development to pay its DIF fee at the rate of $653.33 per daily trip. The land use trip generation will be using rates from the *Institute of Transportation Engineers (ITE) Trip Generation 9th Edition* or other rates as approved by the City. Similar to the methodology used to develop total net new trips from the General Plan land use, a trip adjustment factor will be applied to account for pass-by trips based on the DIF (signalization) trip adjustment factors for such special non-residential (50% pass-by) land uses.

FUTURE RECOMMENDATION

LSA recommends that the Fee Program be updated periodically to remove implemented improvements and re-calculate the fee based on the remaining development and revised cost estimates.

Figures



LSA

City of Banning

Intersections_05-11-17

0 1,500 3,000

FEET

SOURCE: ESRI Streetmap, 2013

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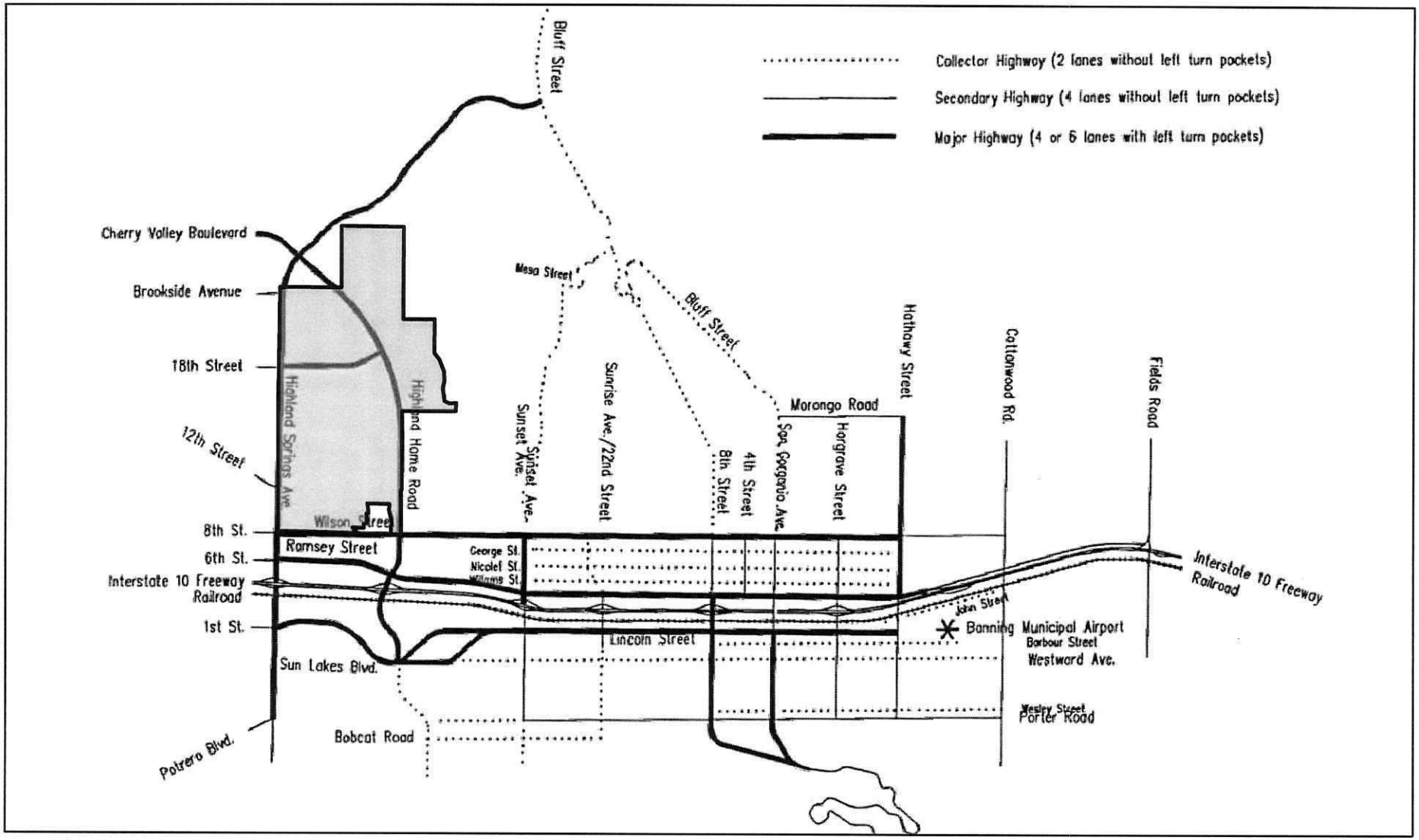
FIGURE 1

Update of Traffic Fee Component of the Development Fee Program

Study Area Intersections



LSA

FIGURE 2

0 3,000 6,000

FEET

SOURCE: City of Banning General Plan (2005)

Update of Traffic Fee Component of the Development Fee Program

City of Banning General Plan Circulation Element

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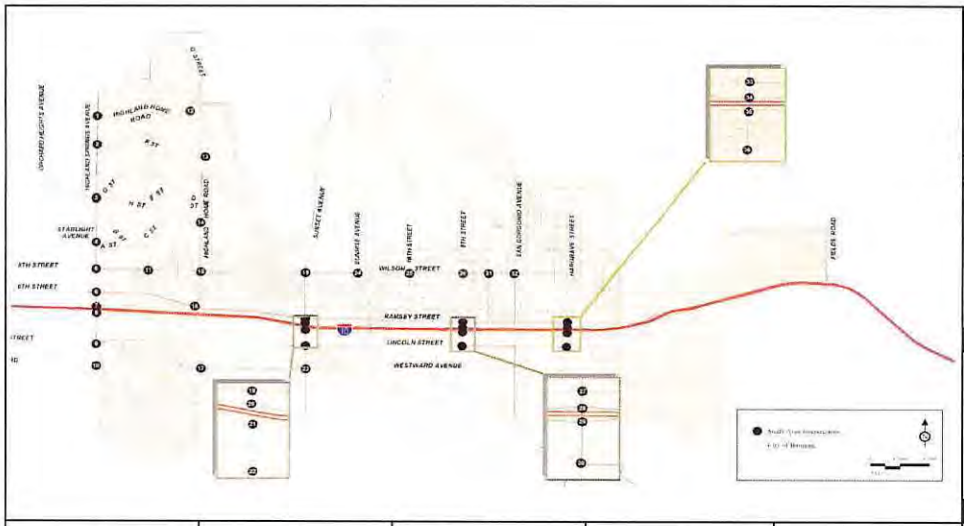

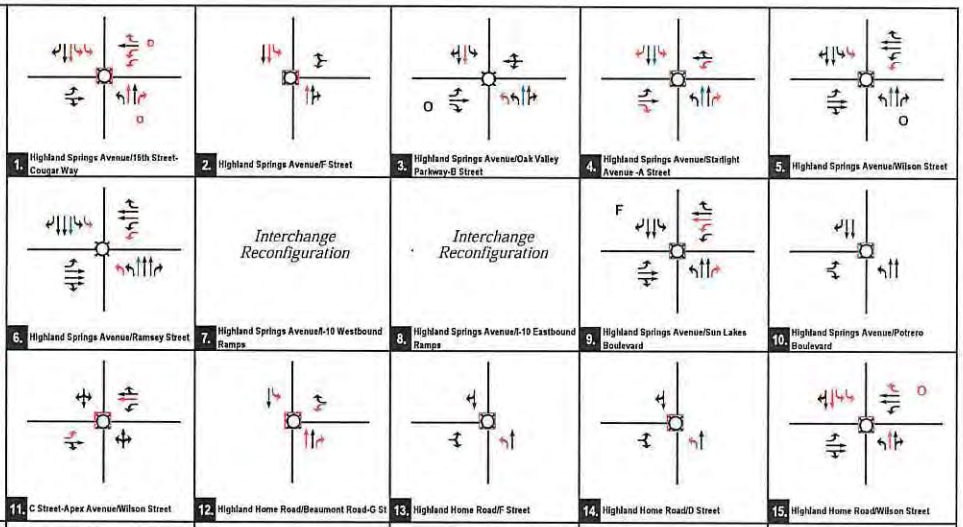

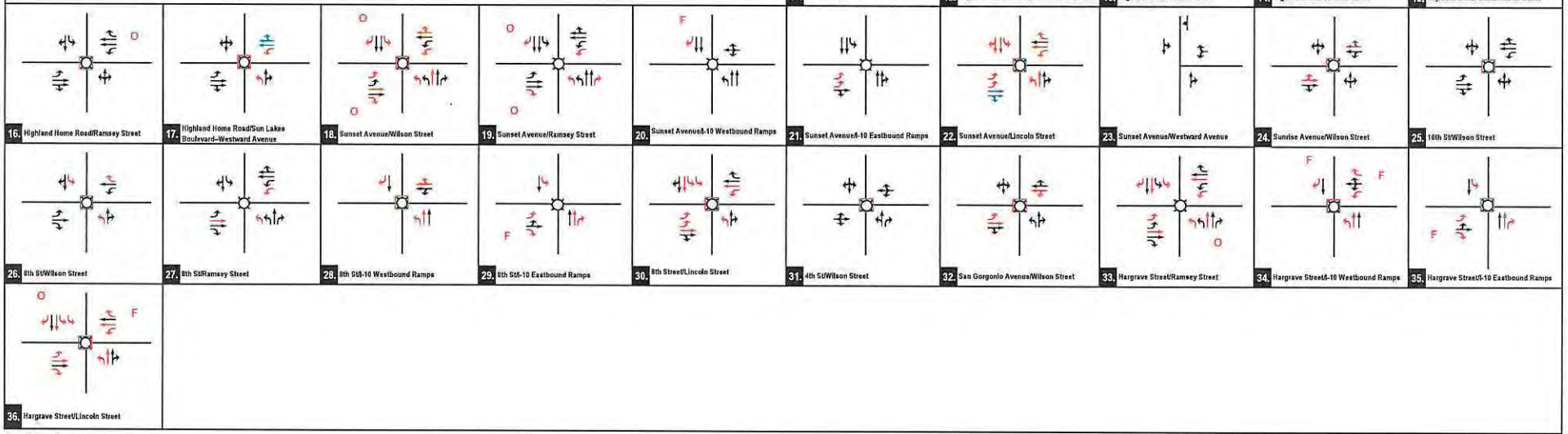

LSA

Legend
- Signal
- Stop Sign
- d De-facto Right Turn
- O Right turn overlap phasing
- F Free right turn
- Development Impact Fee Program Improvements
- TUMF Improvements
- Completed Improvements

FIGURE 3

Update of Traffic Fee Component of the Development Fee Program

General Plan Buildout With Improvements Intersection Geometrics and Stop Control

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Tables

Table A - Intersection Location by Document Source

Intersection	Source			
	City of Banning General Plan Update	Butterfield Specific Plan TIA	Banning General Plan Amendment	Updated Butterfield Specific Plan TIA
1 . Highland Springs Avenue/16th Street-Cougar Way				X
2 . Highland Springs Avenue/F Street				X
3 . Highland Springs Avenue/Oak Valley Parkway-B Street				X
4 . Highland Springs Avenue/Starlight Avenue -A Street				X
5 . Highland Springs Avenue/Wilson Street				X
6 . Highland Springs Avenue/Ramsey Street			X	
7 . Highland Springs Avenue/I-10 Westbound Ramps			X	
8 . Highland Springs Avenue/I-10 Eastbound Ramps			X	
9 . Highland Springs Avenue/Sun Lakes Boulevard			X	
10 . Highland Springs Avenue/Potrero Boulevard		X		
11 . C Street-Apex Avenue/Wilson Street				X
12 . Highland Home Road/Beaumont Road-G St				X
13 . Highland Home Road/F Street				X
14 . Highland Home Road/D Street				X
15 . Highland Home Road/Wilson Street			X	
16 . Highland Home Road/Ramsey Street			X	
17 . Highland Home Road/Sun Lakes Boulevard–Westward Avenue			X	
18 . Sunset Avenue/Wilson Street			X	
19 . Sunset Avenue/Ramsey Street			X	
20 . Sunset Avenue/I-10 Westbound Ramps			X	
21 . Sunset Avenue/I-10 Eastbound Ramps			X	
22 . Sunset Avenue/Lincoln Street			X	
23 . Sunset Avenue/Westward Avenue			X	
24 . Sunrise Avenue/Wilson Street		X		
25 . 16th St/Wilson Street		X		
26 . 8th St/Wilson Street		X		
27 . 8th St/Ramsey Street		X		
28 . 8th St/I-10 Westbound Ramps		X		
29 . 8th St/I-10 Eastbound Ramps		X		
30 . 8th Street/Lincoln Street	X			
31 . 4th St/Wilson Street		X		
32 . San Gorgonio Avenue/Wilson Street		X		
33 . Hargrave Street/Ramsey Street	X			
34 . Hargrave Street/I-10 Westbound Ramps	X			
35 . Hargrave Street/I-10 Eastbound Ramps	X			
36 . Hargrave Street/Lincoln Street	X			

Table B - Daily Trip Generation Attributable to New Development

Land Use	New Future Units	Daily Rates	Gross Daily Trips	Trip Adjustment Factor[19]	Daily Net Trips
Ranch/Agriculture (1 DU/10 AC)					
Single-Family Residential[3]	143 DU[1]	*9.44*	1,350	50%	675
Ranch/Agriculture - Hillside (1 DU/10 AC)					
Single-Family Residential[3]	231 DU[1]	*9.44*	2,181	50%	1,091
Rural Residential (0-1 DU/10 AC)					
Single-Family Residential[3]	2013 DU[1]	*9.44*	19,003	50%	9,502
Rural Residential - Hillside (0-1 DU/10 AC)					
Single-Family Residential[3]	432 DU[1]	*9.44*	4,078	50%	2,039
Very Low Density Residential (0-2 DU/AC)					
Single-Family Residential[3]	3173 DU[1]	*9.44*	29,953	50%	14,977
Low Density Residential (0-5 DU/AC)					
Single-Family Residential[3]	8040 DU[1]	*9.44*	75,898	50%	37,949
Medium Density Residential (0-10 DU/AC)					
Condominium[4]	3312 DU[1]	*7.32*	24,244	50%	12,122
High Density Residential (11-18 DU/AC)					
Apartment[4]	3010 DU[1]	*7.32*	22,033	50%	11,017
Mobile Home Park					
Mobile-Home Park[5]	189 DU[1]	*5.00*	945	50%	473
General Commercial					
Shopping Center[6]	2415.9 TSF[2]	*37.75*	91,201	30.50%	27,816
Highway Serving Commercial					
Shopping Center[6]	70.0 TSF[2]	*37.75*	2,641	30.50%	806
Downtown Commercial					
Shopping Center[6]	108.3 TSF[2]	*37.75*	4,088	30.50%	1,247
Professional Office					
General Office[7]	178.2 TSF[2]	*9.74*	1,736	50%	868
Business Park					
Business Park[8]	3181.0 TSF[2]	*12.44*	39,571	50%	19,786
Industrial					
General Light Industrial[9]	2984.9 TSF[2]	*4.96*	14,805	50%	7,403
Airport Industrial					
Manufacturing[10]	1025.5 TSF[2]	*3.93*	4,030	50%	2,015
Industrial-Mineral Resources					
Warehousing[11]	301.5 TSF[2]	*1.74*	525	50%	263

Table B - Daily Trip Generation Attributable to New Development

Land Use	New Future Units	Daily Rates	Gross Daily Trips	Trip Adjustment Factor[19]	Daily Net Trips
Public Facilities Airport[12]	11 Employees	*14.94*	164	50%	82
Public Facilities Cemetery[13]	2.5 Acres	*6.02*	15	50%	8
Public Facilities Government Office Complex[14]	380.0 TSF[2]	*33.98*	12,912	50%	6,456
Public Facilities Hospital[15]	3.0 TSF[2]	*10.72*	32	50%	16
Public Facilities School[16]	917.0 TSF[2]	*19.52*	17,900	50%	8,950
Open Space Park[17]	915.0 Acres	*0.78*	714	50%	357
Total Daily Net New Future Trips					**165,918**

Notes:

[1] DU = Dwelling Units

[2] TSF = Thousand Square Feet

[3] Trip generation based on rates for Land Use 210 - "Single-Family Detached Housing" from ITE *Trip Generation* (10th Edition).

[4] Trip generation based on rates for Land Use 220 - "Multifamily Housing (Low Rise)" from ITE *Trip Generation* (10th Edition).

[5] Trip generation based on rates for Land Use 240 - "Mobile Home Park" from ITE *Trip Generation* (10th Edition).

[6] Trip generation based on the average rate for Land Use 820 - "Shopping Center" from the ITE Trip Generation (10th Edition).

[7] Trip generation based on rates for Land Use 710 - "General Office Building" from ITE *Trip Generation* (10th Edition).

[8] Trip generation based on rates for Land Use 770 - "Business Park" from ITE *Trip Generation* (10th Edition).

[9] Trip generation based on rates for Land Use 110 - "General Light Industrial" from ITE *Trip Generation* (10th Edition).

[10] Trip generation based on rates for Land Use 140 - "Manufacturing" from ITE *Trip Generation* (10th Edition).

[11] Trip generation based on rates for Land Use 150 - "Warehousing" from ITE *Trip Generation* (10th Edition).

[12] Trip generation based on rates for Land Use 022 - "General Aviation Airport" from ITE *Trip Generation* (10th Edition).

[13] Trip generation based on rates for Land Use 566 - "Cemetery" from ITE *Trip Generation* (10th Edition).

[14] Trip generation based on rates for Land Use 733 - "Government Office Complex" from ITE *Trip Generation* (10th Edition).

[15] Trip generation based on rates for Land Use 610 - "Hospital" from ITE *Trip Generation* (10th Edition).

[16] Trip generation based on rates for Land Use 520 - "Elementary School" from ITE *Trip Generation* (10th Edition).

[17] Trip generation based on rates for Land Use 411 - "Public Park" from ITE *Trip Generation* (10th Edition).

[18] Trip Adjustment Factors based on rates from previous traffic fee program. For Shopping Center, the average of the previous adjustment factors was used.

Table C - General Plan Buildout Intersection Levels of Service

Intersection	Without Improvements						With Improvements					
	A.M. Peak Hour			P.M. Peak Hour						P.M. Peak Hour		
	V/C	Delay	LOS	V/C	Delay	LOS	V/C	Delay	LOS	V/C	Delay	LOS
1 . Highland Springs Avenue/16th Street-Cougar Way	-	50.9	F	-	>100	F	-	28.1	C	-	40.0	D
2 . Highland Springs Avenue/F Street	-	>100	F	-	>100	F	0.50	22.2	C	0.83	17.8	B
3 . Highland Springs Avenue/Oak Valley Parkway-B Street	0.70	57.4	F	1.20	74.1	F	0.70	29.9	C	0.76	30.2	C
4 . Highland Springs Avenue/Starlight Avenue -A Street	-	>100	F	-	>100	F	0.96	47.2	D	0.98	52.5	D
5 . Highland Springs Avenue/Wilson Street	1.17	96.8	F	1.66	>100	F	0.85	35.3	D	0.99	52.0	D
6 . Highland Springs Avenue/Ramsey Street	1.27	>100	F	1.86	>100	F	0.77	28.5	C	0.93	38.9	D
7 . Highland Springs Avenue/I-10 Westbound Ramps	1.34	>100	F	1.33	>100	F	0.93	38.0	D	0.89	16.7	B
8 . Highland Springs Avenue/I-10 Eastbound Ramps	1.47	>100	F	1.55	>100	F	0.75	30.8	C	0.78	22.6	C
9 . Highland Springs Avenue/Sun Lakes Boulevard	0.74	32.3	C	1.27	>100	F	0.75	29.4	C	0.95	45.2	D
10 . Highland Springs Avenue/Potrero Boulevard	-	>100	F	-	>100	F	0.45	21.9	C	0.56	18.8	B
11 . C Street-Apex Avenue/Wilson Street	-	>100	F	-	>100	F	0.66	25.5	C	0.96	44.9	D
12 . Highland Home Road/Beaumont Road-G St	-	>100	F	-	>100	F	0.69	31.2	C	0.89	36.7	D
13 . Highland Home Road/F Street	-	29.7	C	-	32.3	C	-	29.7	C	-	32.3	D
14 . Highland Home Road/D Street	-	>100	F	-	>100	F	0.81	10.8	B	0.90	12.4	B
15 . Highland Home Road/Wilson Street	-	>100	F	-	>100	F	0.70	25.5	C	0.83	33.6	C
16 . Highland Home Road/Ramsey Street	-	>100	F	-	>100	F	-	24.3	C	-	39.9	D
17 . Highland Home Road/Sun Lakes Boulevard–Westward Avenue	-	14.4	B	-	>100	F	-	31.0	C	-	44.0	D
18 . Sunset Avenue/Wilson Street	-	>100	F	-	>100	F	0.66	29.7	C	0.97	49.7	D
19 . Sunset Avenue/Ramsey Street	-	>100	F	-	>100	F	-	35.4	D	-	45.5	D
20 . Sunset Avenue/I-10 Westbound Ramps	-	>100	F	-	>100	F	-	50.4	D	-	28.5	C
21 . Sunset Avenue/I-10 Eastbound Ramps	-	>100	F	-	>100	F	-	40.5	D	-	43.1	D
22 . Sunset Avenue/Lincoln Street	-	>100	F	-	>100	F	-	31.0	C	-	39.5	D
23 . Sunset Avenue/Westward Avenue	-	12.6	B	-	0.9	B	-	12.6	B	-	0.9	B
24 . Sunrise Avenue/Wilson Street	-	>100	F	-	>100	F	0.40	11.1	B	0.79	20.3	C
25 . 16th St/Wilson Street	-	22.8	C	-	>100	F	0.29	6.4	A	0.55	10.1	B
26 . 8th St/Wilson Street	-	22.8	C	-	>100	F	0.58	23.0	C	0.91	34.2	C
27 . 8th St/Ramsey Street	1.02	>100	F	1.27	>100	F	0.75	35.7	D	0.85	42.8	D
28 . 8th St/I-10 Westbound Ramps	-	>100	F	-	>100	F	0.85	35.1	D	0.86	27.8	C
29 . 8th St/I-10 Eastbound Ramps	-	>100	F	-	>100	F	0.61	21.1	C	0.70	19.3	B
30 . 8th Street/Lincoln Street	-	>100	F	-	>100	F	0.77	40.7	D	0.95	49.7	D
31 . 4th St/Wilson Street	1.36	>100	F	2.40	>100	F	0.69	18.6	B	0.95	25.7	C
32 . San Gorgonio Avenue/Wilson Street	1.48	>100	F	2.57	>100	F	0.76	41.4	D	0.94	40.4	D
33 . Hargrave Street/Ramsey Street	-	25.8	C	-	>100	F	-	24.6	C	-	48.7	D
34 . Hargrave Street/I-10 Westbound Ramps	-	>100	F	-	>100	F	0.54	14.9	B	1.47	174.7	F
35 . Hargrave Street/I-10 Eastbound Ramps	-	>100	F	-	>100	F	0.63	32.7	C	1.05	148.7	F
36 . Hargrave Street/Lincoln Street	-	>100	F	-	>100	F	0.46	29.4	C	0.90	52.1	D

Notes:

Delay = Average control delay in seconds (For TWSC intersections, reported delay is for worst-case approach).

LOS = Level of Service

Table D - Right-of-Way Determination for Study Area Intersections

	Intersection	Improvements Needed to Mitigate Existing Deficiencies	General Plan Buildout Circulation Improvements	Completed Improvements	TUMF Program Improvements	TUMF Program Funds	Signalization Covered Through Existing Development Fee Program (Traffic Control)[1]	DIF Program Improvements	Land (Square Feet)	Buildings (Type/Location)	Real Property Valuation - Land				
											Est. $ psf	Est Cost	Considerations	Value of Considerations	Total Est Cost
1	Highland Springs Avenue/16th Street-Cougar Way		Install a traffic signal. NBT, NBR with overlap, 2 SBL, SBT, 2 WBL, WBR with overlap.			TUMF has $0 on Highland Springs Ave. from Cherry Valley Blvd to Oak Valley Parkway.		Install a traffic signal. NBT, NBR with overlap,SBT, 2 SBL, 2 WBL, WBR with overlap. These improvements are included as project design features from the Butterfield Specific Plan dated September 2016.	90,330	-					
2	Highland Springs Avenue/F Street		Install a traffic signal. NBT, SBT, SBL.			TUMF has $0 on Highland Springs Ave. from Cherry Valley Blvd to Oak Valley Parkway.		Install a traffic signal. NBT,SBT, SBL. These improvements are included as project design features from the Butterfield Specific Plan dated September 2016.	56,000	-	-				
3	Highland Springs Avenue/Oak Valley Parkway-B Street		Add 2nd NBL, NBT, SBT.		NBT	TUMF has $5,128,000 for improvements (2 future lane) on Highland Springs Ave. from Oak Valley Parkway to 8th St.		Add 2nd NBL, SBT. The SBT is included as a project design feature from the Butterfield Specific Plan Amendment dated September 2016.	75,000	-	6.4	$ 24,960		0.00	$24,960.00
4	Highland Springs Avenue/Starlight Avenue -A Street		Install a traffic signal. Add NBT, NBR, SBL, SBT, SBR, EBR, WBL.		NBT, SBT	TUMF has $5,128,000 for improvements (2 future lane) on Highland Springs Ave. from Oak Valley Parkway to 8th St.		Install a traffic signal. Add NBR, SBL, SBR, EBR, WBL. The SBL is included as a project design feature from the Butterfield Specific Plan Amendment dated September 2016.	68,000	-	6.4	$ 111,360			$111,360.00
5	Highland Springs Avenue/Wilson Street		Install a traffic signal. Add NBT, 2nd SBL, 2nd WBL.	Install a traffic signal.	NBT, SBT	TUMF has $5,128,000 for improvements (2 future lane) on Highland Springs Ave. from Oak Valley Parkway to 8th St. TUMF has $2,661,000 for improvements (2 future lanes)on Highland Springs Ave. from 8th St. to Sun Lakes Blvd.		Add 2nd SBL, 2nd WBL.	48,000	-	6.4	$ 49,920	Relocation of stormdrain inlets	50,000.00	$99,920.00
6	Highland Springs Avenue/Ramsey Street	Optimize & coordinate with Highland Springs Ave./I-10 EB & WB Ramps.	Add 2nd NBL, NBT, 2nd SBL, SBT, 2nd WBL.		NBT,SBT	TUMF has $2,661,000 for improvements on Highland Springs Ave. from 8th St. to Sun Lakes Blvd.		Add 2nd NBL, 2nd SBL, 2nd WBL.	7,200	42,708; Taking of 5,000 of building and additional land will be required	6.4	$ 273,331.20	Building take not feasible		
7	Highland Springs Avenue/I-10 Westbound Ramps	Reconfigure Interchange	-			TUMF has $17,897,000 for improvements on Highland Springs at I-10 Interchange. TUMF has $2,661,000 for improvements on Highland Springs Ave. from 8th St. to Sun Lakes Blvd.			-	-					
8	Highland Springs Avenue/I-10 Eastbound Ramps									-					
9	Highland Springs Avenue/Sun Lakes Boulevard		Install a traffic signal. Add NBR, 2nd SBL, 2 WBL, Re-stripe WBL to WBT.	Install a traffic signal.		TUMF has $2,661,600 for improvements on Highland Springs Ave. from 8th St. to Sun Lakes Blvd.TUMF has $0 for improvements on Sun Lakes Blvd. from Highland Springs Ave. to Highland Home Rd.		Add NBR, 2nd SBL, 2 WBL, Re-stripe WBL to WBT.	15,000	-	6.4	$ 176,640.00	Added value due to improved golf course property($25K), utility relocation ($35K), inlet relocation ($15K)	75,000.00	$251,640.00
10	Highland Springs Avenue/Potrero Boulevard		Install a traffic signal.					Install a traffic signal.	-	-					
11	C Street-Apex Avenue/Wilson Street		Install a traffic signal. Add EBL, WBT.			TUMF has $0 for improvements on Wilson St. from Highland Springs Ave. to Highland Home Rd.		Install a traffic signal. Add EBL, WBT.	51,000	-	6.4	$ 24,960.00			$24,960.00
12	Highland Home Road/Beaumont Road-G St		Install a traffic signal. Add NBT, NBR, SBL, WBL.					Install a traffic signal. Add NBT, NBR, SBL, WBL.	190,240	-	6.4	$ 128,640.00			$128,640.00
13	Highland Home Road/F Street		Install a traffic signal. Add NBL.					Install a traffic signal. Add NBL. The NBL is included as a project design feature from the Butterfield Specific Plan Amendment dated September 2016.	192,820	-					
14	Highland Home Road/D Street		Install a traffic signal. Add NBL.					Install a traffic signal. Add NBL.	147,880	-	6.4	$ 24,960.00			$24,960.00
15	Highland Home Road/Wilson Street		Install a traffic signal. Add NBT, 2 SBL, SBT, WBR with overlap.				Install a traffic signal.	Install a traffic signal. Add NBT, 2 SBL, SBT, WBR with overlap.	46,500	-	6.4	$ 180,480.00	Takings occur on empty land and city right of way. Removal and undergrounding of storm drain system ($300K), utility relocations on S/E corner ($15K)	315,000.00	$495,480.00
16	Highland Home Road/Ramsey Street		Install a traffic signal, overlap to WBR, Re stripe EBL				Install a traffic signal.	Install a traffic signal with overlap to WBR. Re-stripe EBL	-	-		XXXX	-		
17	Highland Home Road/Sun Lakes Boulevard--Westward Avenue		Install a traffic signal. Add NBL, SBL, EBT, WBT.	EBT	WBT	TUMF has $13,971,000 for improvements (4 future lanes) on Sun Lakes Blvd. from Highland Home Rd. to Sunset Ave.	Install a traffic signal.	Install a traffic signal. Add NBL, SBL	95,500	East Leg/SE Quad-Removal of vacated SFR.	6.4	$ 57,600.00	Relocation of Utility poles ($800K), inlets ($30K), utilities ($35K)	860,000.00	$917,600.00
18	Sunset Avenue/Wilson Street		Install a traffic signal. Add 2 NBL, Re-stripe NBR-NBT,NBR, SBL, SBT, SBR with overlap, EBL, EBT,WBL, WBT, WBR with overlap	1 NBL, SBL, SBT, EBL,WBL		TUMF has $0 for improvements on Wilson St. from Highland Home Rd. to 8th St.	Install a traffic signal.	Install a traffic signal. Add 2nd NBL, Re-stripe NBR-NBT, NBR,SBL, SBR with overlap, add 2nd EBL, 2nd EBT,WBR with overlap, WBT	76,000		6.4	$ 387,840.00	Mobilehome park improvements ($75K), Pole relocations ($450K), Utility relocations ($45K)	570,000.00	$957,840.00

Table D - Right-of-Way Determination for Study Area Intersections

	Intersection	Improvements Needed to Mitigate Existing Deficiencies	General Plan Buildout Circulation Improvements	Completed Improvements	TUMF Program Improvements	TUMF Program Funds	Signalization Covered Through Existing Development Fee Program (Traffic Control)[1]	DIF Program Improvements	Land (Square Feet)	Buildings (Type/Location)	Real Property Valuation - Land				
											Est. $ psf	Est Cost	Considerations	Value of Considerations	Total Est Cost
19	Sunset Avenue/Ramsey Street		Add 2nd NBL, NBR, SBR with Overlap, EBR with Overlap, 2nd WBL.			TUMF has $0 on Sunset from Ramsey to Lincoln.		Add 2nd NBL, NBR, SBR with Overlap, EBR with Overlap, 2nd WBL.	15,700	Taking of a 3,000 sf building may be required on NE corner of intersection.???	6.4	$ 97,920.00	Property Improvements ($150K), El. Pole relocation ($75K), utility relocation ($45K), not including cost of building.	270,000.00	$367,920.00
20	Sunset Avenue/I-10 Westbound Ramps		Add free SBR.					Add free SBR.	1,660	-	6.4	$ 23,040.00	Utility relocations ($60K)	60,000.00	$83,040.00
21	Sunset Avenue/I-10 Eastbound Ramps		Add 2 EBL.					Add 2 EBL.	27,000	-	6.4	$ 49,920.00	Utility relocations ($45K)	45,000.00	$94,920.00
22	Sunset Avenue/Lincoln Street		Install a traffic signal. Add NBL, NBT, SBL, SBT, 2 EBL, 2 EBT, WBL, WBT, WBR.	2 EBT		TUMF has $13,971,000 for improvements (4 future lanes) on Sun Lakes Blvd. from Highland Home Rd. to Sunset Ave.	Install a traffic signal.	Install a traffic signal. Add NBL, NBT, SBT, SBL, 2 EBL, WBL, WBT, WBR.	142,000	South Leg/SW Quad-Realignment of Existing Channel	6.4	$ 563,840.00	El. Pole relocation ($800K); utility relocation ($10K)	810,000.00	$1,373,840.00
23	Sunset Avenue/Westward Avenue								-	-					
24	Sunrise Avenue/Wilson Street		Install a traffic signal. Add EBTL, convert WBR to WBTR.	WBTR				Install a traffic signal, add EBTL	16,500	-					
25	16th St/Wilson Street		Install a traffic signal.					Install a traffic signal.	20000**	-					
26	8th St/Wilson Street		Install a traffic signal. Add NBL, SBL, WBR.			TUMF has $0 for improvements on Wilson St. Highland Home to 8th St.	Install a traffic signal.	Install a traffic signal. Add NBL, SBL, WBR.	-	-	6.4	$ 55,680.00	Exclude Building take.		$55,680.00
27	8th St/Ramsey Street		Add NBL, Re-stripe EBR-EBT, EBR, WBL.			TUMF has $0 for improvements on 8th St. from Wilson St. to Ramsey St.		Add NBL, Re-stripe EBR-EBT, EBR, WBL.	2,000	-	6.4	$ 72,960.00	Utility relocations ($20K), Private improvements ($20K)	40,000.00	$112,960.00
28	8th St/I-10 Westbound Ramps		Install a traffic signal. Add NBL, NBT, SBR, WBTR.			TUMF has $0 for improvements on 8th St. from Wilson St. to I-10.		Install a traffic signal. Add NBL, NBT, SBR, WBTR.	-	-	6.4	$ 263,040.00	Utility relocation ($35K)	35,000.00	$298,040.00
29	8th St/I-10 Eastbound Ramps	Install a traffic signal.	Add NBT, NBR, SBL, EBL, Free EBR.			TUMF has $0 for improvements on 8th St. from Wilson St. to I-10.		Add SBL, NBT, NBR, EBL, Free EBR.	7,000	-	6.4	$ 215,040.00	Utility relocation ($10K), Exclude cost of Caltrans ROW	10,000.00	$225,040.00
30	8th Street/Lincoln Street		Install a traffic signal. Add NBL, 2 SBL, SBT, 2 EBL, EBT, WBL, WBT.			TUMF has $0 for improvements on Lincoln St. from Sunset Ave. to SR-243.	Install a traffic signal.	Install a traffic signal. Add NBL, 2 SBL, SBT, 2 EBL, EBT, WBL, WBT.	90,000	-	6.4	$ 455,040.00	El. Pole relocation ($600K); utility relocation ($50K)	650,000.00	$1,105,040.00
31	4th St/Wilson Street		Install a traffic signal.					Install a traffic signal.	-	-					
32	San Gorgonio Avenue/Wilson Street		Install a traffic signal. Add EBL, EBT, WBTL.				Install a traffic signal.	Install a traffic signal. Add EBL, EBT, WBTL.	13,500	West Leg/SW Quad-12 SFR & 2 City of Banning Community Services Buildings may need to be removed to add EBT, EBL, WBTL	6.4	$ 240,000.00	Add'l land, Building take not feasible.		
33	Hargrave Street/Ramsey Street		Add NBL, NBT, overlap to NBR, SBL, SBT, SBR, EBL, EBT, WBL, WBT.					Add NBL, NBT, NBR to NBR with Overlap, SBL, SBT, SBR, EBL, EBT, WBL, WBT.	22,700	South Leg/SW Quad-Remove Gas Station, South Leg-SE Quad-Remove Gas Station/Fast-Food Restaurnt	6.4	$ 518,400.00	El. Pole Relocation ($450K); utility relocation ($45K), exclude cost of ROW for SE and SW quadrants.	495,000.00	$1,013,400.00
34	Hargrave Street/I-10 Westbound Ramps		Install a traffic signal. Add NBL, NBT, Free SBR, WBL, free WBR.					Install a traffic signal. Add NBL, NBT, Free SBR, WBL, Free WBR.	7,700	-	6.4	$ 230,400.00	Utility relocation ($15K), Exclude cost of Caltrans ROW	15,000.00	$245,400.00
35	Hargrave Street/I-10 Eastbound Ramps		Install a traffic signal. Add NBT, NBR, SBL, EBL, Free EBR.					Install a traffic signal. Add NBT, NBR, SBL, EBL, Free EBR.	12,000	-	6.4	$ 311,040.00	Utility relocation ($10K), Exclude cost of Caltrans ROW	10,000.00	$321,040.00
36	Hargrave Street/Lincoln Street		Install a traffic signal. Add NBL, NBT, 2 SBL, SBT, SBR with overlap, EBL, EBT, EBR, WBL, WBT, Free WBR.				Install a traffic signal.	Install a traffic signal. Add NBL, NBT, 2 SBL, SBT, SBR with overlap, EBL, EBT, EBR, WBL, WBT, Free WBR.	29,970	South Leg/SE Quad-Removal of 5 SFR, north leg/NW Quad-Removal of 2 SFR, north leg/NE Quad-Removal of 2 SFR, East leg/North East Quad-Removal of 1 Warehouse building, East Leg/South East Quad-Removal of 4 warehouse buildings? 1 SFR	6.4	$ 551,040.00	El. Pole relocation ($650K), utility relocation ($15K)	665,000.00	$1,216,040.00

[1] Existing Development Fee Program traffic signals and proposed improvements have been combined into a single DIF program.
Note: NBL = Northbound Left-turn lane, NBT = Northbound Through Lane, NBTR= Northbound Through-Right, NBR = Northbound Right-turn Lane, etc.

Table E - General Plan Buildout Queuing Analysis

Intersection	95th Percentile Queue Lengths (feet)																							
	A.M. Peak Hour												P.M. Peak Hour											
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
1 . Highland Springs Avenue/16th Street-Cougar Way	25	125	75	100	150	25	25	75	75	150	100	225	25	200	475	250	150	50	225	225	225	225	150	450
2 . Highland Springs Avenue/F Street	-	175	175	50	200	-	-	-	-	225	-	225	-	275	275	125	100	-	-	-	-	350	-	350
3 . Highland Springs Avenue/Oak Valley Parkway-B Street	150	175	175	25	325	325	-	75	350	400	400	400	275	350	350	50	300	300	100	225	450	375	375	375
4 . Highland Springs Avenue/Starlight Avenue -A Street	200	225	75	25	550	200	75	50	375	275	175	175	225	700	125	75	550	150	375	150	225	225	250	250
5 . Highland Springs Avenue/Wilson Street	100	425	300	200	800	150	100	300	300	500	175	150	50	1,050	425	450	500	125	325	750	750	300	375	450
6 . Highland Springs Avenue/Ramsey Street	10	425	525	150	825	75	125	175	600	350	100	125	375	775	875	300	600	150	325	575	750	425	375	350
7 . Highland Springs Avenue/I-10 Westbound Ramps	37	425	-	-	1,125	-	-	-	-	825	-	450	475	800	-	-	1,025	-	-	-	-	500	-	775
8 . Highland Springs Avenue/I-10 Eastbound Ramps	-	825	600	375	525	-	550	-	700	-	-	-	-	1,000	400	350	600	-	625	-	850	-	-	-
9 . Highland Springs Avenue/Sun Lakes Boulevard	200	550	50	300	300	-	150	125	125	50	200	-	350	750	425	625	575	-	150	975	975	200	475	-
10 . Highland Springs Avenue/Potrero Boulevard	150	425	-	-	325	125	350	-	75	-	-	-	225	325	-	-	475	350	350	-	200	-	-	-
11 . C Street-Apex Avenue/Wilson Street	-	-	-	250	-	250	75	275	275	-	325	325	-	-	-	350	-	350	150	1,125	1,125	-	350	350
12 . Highland Home Road/Beaumont Road-G St	-	150	75	50	325	-	-	-	-	175	-	375	-	350	150	525	275	-	-	-	-	150	-	325
13 . Highland Home Road/F Street	125	125	-	-	675	675	275	-	275	-	-	-	200	525	-	-	700	700	275	-	275	-	-	-
14 . Highland Home Road/D Street	-	125	-	-	500	500	175	-	175	-	-	-	25	750	-	-	325	325	150	-	150	-	-	-
15 . Highland Home Road/Wilson Street	125	225	225	450	525	525	225	275	275	150	550	175	325	725	725	550	500	500	175	775	775	75	500	925
16 . Highland Home Road/Ramsey Street	-	-	-	650	125	125	25	425	-	-	250	100	-	-	-	975	-	100	525	525	525	25	850	750
17 . Highland Home Road/Sun Lakes Boulevard--Westward Avenue	225	50	50	75	200	200	50	225	25	25	375	25	475	50	50	100	250	250	250	1,125	125	125	1,925	50
18 . Sunset Avenue/Wilson Street	100	175	50	175	475	150	125	400	225	75	275	275	225	550	50	350	375	375	250	475	125	200	1,075	1,075
19 . Sunset Avenue/Ramsey Street	325	250	150	175	725	75	75	275	550	150	200	200	350	900	200	275	650	225	300	725	425	575	725	725
20 . Sunset Avenue/I-10 Westbound Ramps	800	300	-	-	775	-	-	-	-	825	825	825	475	1,025	-	-	525	-	-	-	-	625	625	625
21 . Sunset Avenue/I-10 Eastbound Ramps	-	900	900	600	200	-	275	275	675	-	-	-	-	1,100	1,100	350	400	-	725	725	1,200	-	-	-
22 . Sunset Avenue/Lincoln Street	75	300	300	175	275	275	300	125	125	25	100	150	350	325	325	300	650	675	375	575	575	100	750	275
23 . Sunset Avenue/Westward Avenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24 . Sunrise Avenue/Wilson Street	75	75	75	100	100	100	150	150	150	-	50	50	325	325	325	75	75	75	350	350	350	50	400	400
25 . 16th St/Wilson Street	75	-	75	-	-	-	-	75	75	50	25	-	175	-	175	-	-	-	-	200	200	25	250	-
26 . 8th St/Wilson Street	100	50	50	125	175	175	-	300	25	25	125	25	275	225	225	175	200	200	50	500	-	25	675	50
27 . 8th St/Ramsey Street	50	100	400	50	250	250	-	100	125	300	50	50	250	175	525	25	175	175	75	300	325	275	200	200
28 . 8th St/I-10 Westbound Ramps	600	75	-	-	150	625	-	-	-	50	-	50	650	200	-	-	150	50	-	-	-	125	-	125
29 . 8th St/I-10 Eastbound Ramps	-	300	-	125	25	-	275	275	-	-	-	-	-	450	-	100	75	-	275	275	-	-	-	-
30 . 8th Street/Lincoln Street	25	500	500	500	175	175	75	175	175	25	50	750	175	700	700	575	425	425	550	525	525	75	1,025	675
31 . 4th St/Wilson Street	25	25	-	275	275	275	400	400	400	175	175	175	150	150	100	175	175	175	175	550	550	550	900	900
32 . San Gorgonio Avenue/Wilson Street	25	50	50	375	375	375	50	425	425	200	200	200	150	150	100	175	175	175	550	550	550	850	850	850
33 . Hargrave Street/Ramsey Street	125	375	350	25	575	25	50	100	75	450	100	25	1,025	1,250	425	50	925	50	75	200	150	1,175	200	75
34 . Hargrave Street/I-10 Westbound Ramps	525	225	-	-	525	-	-	-	-	150	-	-	2,750	900	-	-	1,150	-	-	-	-	2,825	-	-
35 . Hargrave Street/I-10 Eastbound Ramps	-	450	150	425	250	-	600	600	-	-	-	-	-	1,725	675	250	1,525	1,525	1,625	1,625	-	-	-	-
36 . Hargrave Street/Lincoln Street	25	125	125	575	125	50	150	175	75	-	75	-	275	125	125	450	100	1,525	675	275	100	75	200	-

Notes:
The 95th-percentile queue is defined to be the queue length that has only a 5-percent probability of being exceeded during the analysis time period.
Queue lengths assume a vehicle length of 25 feet.

Table F - Cost per Unit/ Thousand Square Feet Attributable to New Development

Land Use	Trips	New Future Units	Cost ($) / Unit/Thousand Square Feet
Ranch/Agriculture (1 DU/10 AC) Single-Family Residential[3]	675	143.0 DU[1]	**$3,410.05**
Ranch/Agriculture - Hillside (1 DU/10 AC) Single-Family Residential[3]	1,091	231.0 DU[1]	**$3,411.98**
Rural Residential (0-1 DU/10 AC) Single-Family Residential[3]	9,502	2013.0 DU[1]	**$3,410.08**
Rural Residential - Hillside (0-1 DU/10 AC) Single-Family Residential[3]	2,039	432.0 DU[1]	**$3,409.78**
Very Low Density Residential (0-2 DU/AC) Single-Family Residential[3]	14,977	3173.0 DU[1]	**$3,409.95**
Low Density Residential (0-5 DU/AC) Single-Family Residential[3]	37,949	8040.0 DU[1]	**$3,409.87**
Medium Density Residential (0-10 DU/AC) Condominium[4]	12,122	3312.0 DU[1]	**$2,644.10**
High Density Residential (11-18 DU/AC) Apartment[5]	11,017	3010.0 DU[1]	**$2,644.17**
Mobile Home Park Mobile-Home Park[6]	473	189.0 DU[1]	**$1,807.98**
General Commercial Shopping Center[7]	27,816	2415.9 TSF[2]	**$8,317.72**
Highway Serving Commercial Shopping Center[7]	806	70.0 TSF[2]	**$8,323.33**
Downtown Commercial Shopping Center[7]	1,247	108.3 TSF[2]	**$8,319.00**
Professional Office General Office[8]	868	178.2 TSF[2]	**$3,518.23**
Business Park Business Park[9]	19,786	3181.0 TSF[2]	**$4,493.57**
Industrial General Light Industrial[10]	7,403	2984.9 TSF[2]	**$1,791.69**
Airport Industrial Manufacturing[11]	2,015	1025.5 TSF[2]	**$1,419.54**
Industrial-Mineral Resources Warehousing[12]	263	301.5 TSF[2]	**$630.09**

Notes:

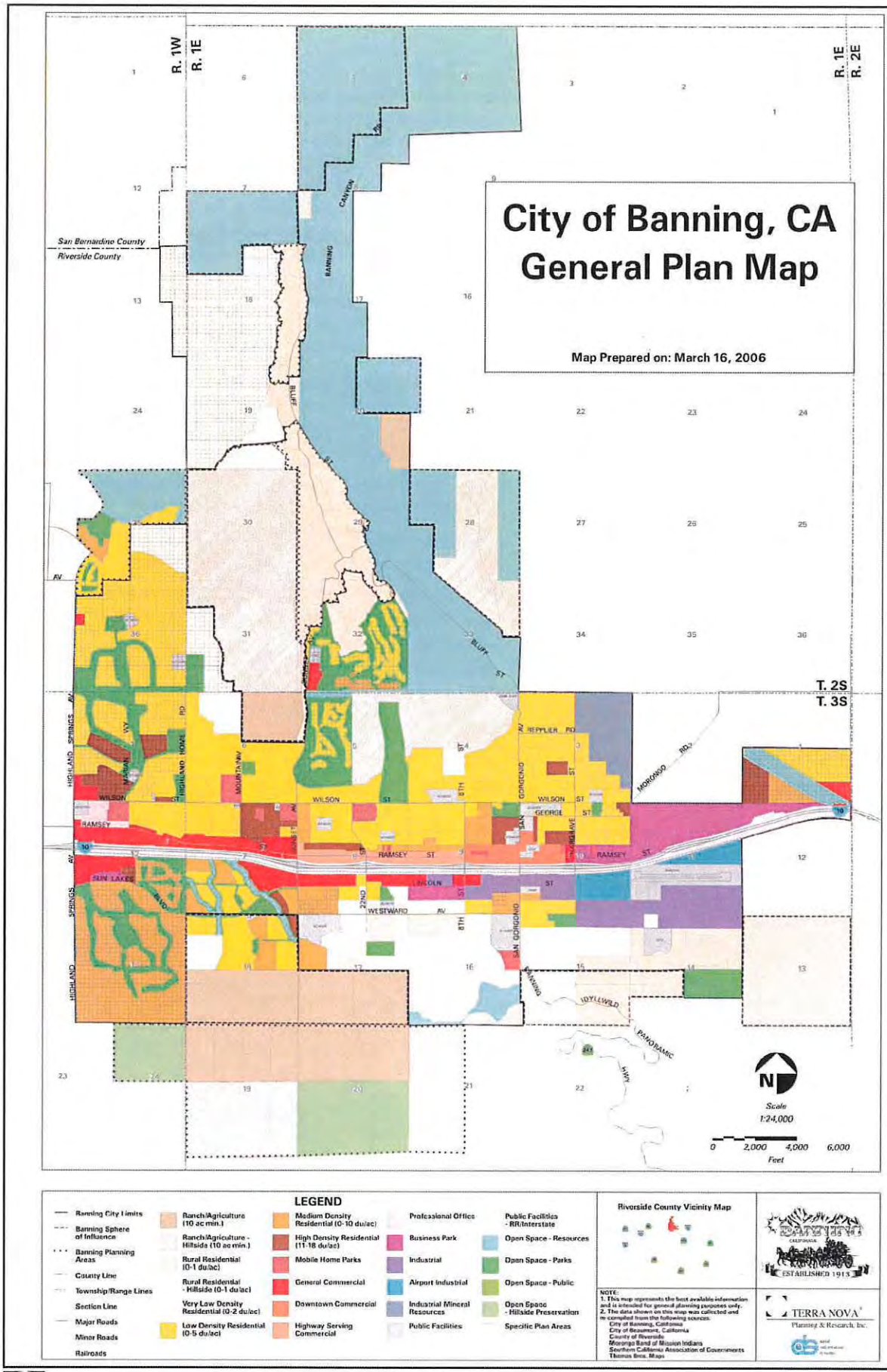
[1] DU = Dwelling Units

[2] TSF = Thousand Square Feet

Appendix A
City of Banning General Plan Land Use Summary Tables

Chapter III.

COMMUNITY DEVELOPMENT



TERRA NOVA®
Planning & Research, Inc.

Banning General Plan
General Plan Land Use Map

BANNING CALIFORNIA ESTABLISHED 1913

Exhibit
III-2

Table III-1
General Plan Buildout Summary

	City Limits			Sphere of Influence			Planning Area			Grand Total Acres
Land Use Designation	**Acres Dev.**	**Acres Vacant**	**Acres Total**	**Acres Dev.**	**Acres Vacant**	**Acres Total**	**Acres Dev.**	**Acres Vacant**	**Acres Total**	
Ranch/Agriculture (1 du/10 ac.)		77.7	77.7	74.0	724.7	798.7	29.6	631.6	661.2	1,537.5
Ranch/Agriculture - Hillside (1 du/10 ac.)	121.8	351.5	473.3	16.7	1,536.4	1,553.1	18.7	421.1	439.8	2,466.2
Rural Residential (0-1 du/ac.)	124.5	471.4	595.9	8.6	902.0	910.6	199.5	639.9	839.4	2,345.9
Rural Residential – Hillside (0-1 du/ac.)		56.2	56.2		78.5	78.5		269.3	269.3	404.0
Very Low Density Residential (0-2 du/ac.)	230.3	1,916.6	2,146.9	21.6	198.8	220.4				2,367.3
Low Density Residential (0-5 du/ac.)	1,299.9	1,847.5	3,147.4	0.2	166.8	167.0	2.4	129.7	132.1	3,446.6
Medium Density Residential (0-10 du/ac.)	656.1	362.6	1,018.7		49.4	49.4	0.2	29.5	29.7	1,097.9
High Density Residential (11-18 du/ac.)	156.5	213.4	369.9	0.1	9.5	9.6				379.5
Mobile Home Park	116.4	14.0	130.4							130.4
General Commercial	203.8	252.1	455.9							455.9
Highway Serving Commercial	103.0	7.3	110.3							110.3
Downtown Commercial	86.0	11.3	97.3							97.3
Professional Office	23.0	18.6	41.6							41.6
Business Park	91.6	292.1	383.7							383.7
Industrial	146.7	274.1	420.8							420.8
Airport Industrial	41.6	94.2	135.8							135.8
Industrial-Mineral Resources	188.5	27.7	216.2							216.2
Open Space - Hillside Preservation							0.2	647.1	647.3	647.3
Open Space - Park	246.6	877.5	1,224.1	0.0	21.7	21.7	29.8	15.8	45.6	1,291.4
Open Space - Resources	122.7	2,658.3	2,781.0	25.0	1,599.4	1,624.4	1.2	230.0	231.2	4,636.6
Public Facilities - Airport	72.3	72.1	144.4							144.4
Public Facilities - Cemetery	12.9	2.5	15.4							15.4
Public Facilities - Fire Station	3.5	0.1	3.6		2.9	2.9				6.4
Public Facilities - Government	24.3	39.7	64.0							64.0
Public Facilities - Hospital	10.6	0.3	10.8							10.8
Public Facilities - RR/Interstate	419.3	48.9	468.2							468.2
Public Facilities - School	137.9	95.7	233.6							233.6
Grand Total	**4,739.9**	**10,083.3**	**14,823.2**	**146.2**	**5,290.0**	**5,436.2**	**281.7**	**3,013.9**	**3,295.0**	**23,555.0**

Existing Residential Development

Existing residential development in the City can be characterized geographically. Traditionally, larger lots, often including animal keeping, have been developed south of the Interstate 10/Railroad corridor. In recent years, the Sun Lakes Country Club project, located south of the Interstate and east of Highland Springs Avenue, was developed to include a golf course and a variety of lot sizes. Sun Lakes has developed at a greater density than had previously been experienced on the south side of the City.

On the north side of the Interstate, single family residential land uses have developed northerly of the Ramsey Street commercial corridor, in lot sizes ranging from 7,000 to 15,000 or more square feet. Multi-family residential development has occurred, both in apartments and in mobile

Lands available for residential development generally fall into two types: infill development on the north side of the City, and larger holdings, most of which will require coordinated development efforts, on the south side of the City. Table-2, below, provides information on vacant and developed residential lands in the City, the Sphere of Influence, and the planning area.

Table III-2
Residential Buildout Statistical Summary

	City Limits				Sphere of Influence				Planning Area					
Designation	**Acres Total**	**Exist. Units**	**Future Units**	**Total Units**	**Acres Total**	**Exist. Units**	**Future Units**	**Total Units**	**Acres Total**	**Exist. Units**	**Future Units**	**Total Units**	**Grand Total Units**	**Grand Total Acres**
Ranch/Agriculture (1 du/10 ac.)	77.7		8	8	798.7		72	72	661.2		63	63	143	1,537.6
Ranch/Agriculture - Hillside (1 du/10 ac.)	473.3		35	35	1,553.1		154	154	439.8		42	42	231	2,466.2
Rural Residential (0-1 du/ac.)	595.9		471	471	910.6		902	902	839.4		640	640	2,013	2,345.9
Rural Residential – Hillside (0-1 du/ac.)	56.2		84	84	78.5		79	79	269.3		269	269	432	404.0
Very Low Density Residential (0-2 du/ac.)	2,146.9	8,227	2,875	11,102	220.4	352	298	650	0.0	204	0	204	11,956	2,367.3
Low Density Residential (0-5 du/ac.)	3,147.4		6,928	6,928	167.0		626	626	132.1		486	486	8,040	3,446.5
Medium Density Residential (0-10 du/ac.)	1,018.7		2,720	2,720	49.4		371	371	29.7		221	221	3,311	1,097.8
High Density Residential (11-18 du/ac.)	369.9	1,021	2,881	3,902	9.7		129	129	0.0		0	0	4,031	379.6
Mobile Home Park	130.4	1,156	189	1,345									1,345	130.4
Residential Total	8,016.4	10,404	16,191	26,595	3,787	352	2,630	2,982	2,372		1,722	1,926	31,503	14,175

Note: Future units calculated at 75% of maximum density except in Ranch/Agriculture, Ranch/Agriculture-Hillside, Rural Residential and Rural Residential- Hillside.

Buildout Population

Based on the table above, the City's buildout population is estimated to total 67,697, the Sphere of Influence's will total 7,622, and the planning area's will total 4,907[1]. Total population at buildout for the entire General Plan area is therefore estimated to be 80,226.

Neighborhood Identity

Through the development of this General Plan, the variety and diversity of neighborhoods in the City has been clearly identified. These areas are bound together by tangible and intangible similarities, including age of housing, lifestyle and geographic isolation. The City wishes to support and enhance these neighborhoods, and preserve the quality of life they represent to their residents.

[1] Assumes 2003 populations of 25,600, 784, and 430 for the City, Sphere of Influence and planning area, respectively; and a household size of 2.6 persons. Does not include potential residential population in the Downtown Commercial land use designation.

COMMERCIAL AND INDUSTRIAL LAND USES

The City's commercial development has traditionally been focused on the Ramsey Street corridor. In more recent times, commercial development has also occurred on the east side of Highland Springs Avenue. The General Plan does not change this development pattern, but does add to it, by providing additional commercial opportunities along the north side of Lincoln Street, between Sunset Avenue and 8th Street. The General Plan provides four land use designations appropriate for commercial development: General Commercial, Highway Serving Commercial, Downtown Commercial and Professional Office.

The General Commercial and Highway Serving Commercial designations allow the broadest range of commercial retail opportunities. The Highway Serving Commercial designation is geared more toward the Interstate 10 traveler, with a focus on restaurants, tourist uses, and auto service uses. The Professional Office designation is designed to provide space for professional and social service land uses, and providing a convenient and accessible location for businesses which do not generate sales tax. As discussed above, the Downtown Commercial designation is the City's specialty retail and mixed use area, and is envisioned to redevelop to encourage tourism, pedestrian access and a sense of community.

Commercial lands designated in the General Plan have the potential to generate 6,757,082 square feet of retail and office space in the City, as shown in Table III-3, below.

Table III-3
Commercial and Industrial Buildout Statistical Summary

	City Limits			
Designation	**Acres Dev.**	**Acres Vacant**	**Acres Total**	**Total Potential S.F.[1]**
General Commercial	203.8	252.1	455.9	4,368,981
Highway Serving Commercial	103.0	7.3	110.3	1,057,027
Downtown Commercial[2]	86.0	11.3	97.3	932,445
Professional Office	23.0	18.6	41.6	398,629
Subtotal Commercial	**415.8**	**289.3**	**705.1**	**6,757,082**
Business Park	91.6	292.1	383.7	4,178,493
Industrial	146.7	274.1	420.8	4,582,512
Airport Industrial	41.6	94.2	135.8	1,478,321
Industrial-Mineral Resources	188.5	27.7	216.2	N/A
Subtotal Industrial	**468.4**	**688.1**	**1,156.5**	**10,239,326**
Grand Total Commercial & Industrial	**884.2**	**977.4**	**1,861.2**	**16,996,408**

Industrial development in the City has traditionally occurred on the north side of Lincoln, and surrounding the City's airport. The area of industrially designated land has been reduced in this General Plan, particularly west of 8th Street on the north side of Lincoln. There are four land use categories which allow industrial development, including Business Park, Industrial, Industrial – Mineral Resources, and Airport Industrial. The Business Park designation allows a mix of commercial and light industrial land uses, and provides a transitional designation from

Policy 10
The Zoning Ordinance shall include principles, design standards and guidelines which encourage the development of high quality industrial projects.

Policy 11
Industrial campuses and master planned projects are encouraged.

Policy 12
The City shall coordinate with developers and the Railroad to secure railroad spurs.

Policy 13
The City shall adequately regulate sand and gravel operations to assure that their impacts to surrounding development is minimized.

Program 13.A
The City shall establish a formal relationship with the County Geologist or other qualified agency to monitor mineral resource operations under the State Mining and Reclamation Act (SMARA).
Responsible Agency: Planning Department, Riverside County Geologist
Schedule: 2005-2006

PUBLIC FACILITIES LAND USES

Land uses for public facilities include such governmental functions as City offices and facilities and fire stations, and the airport. Others include schools, the hospital, and libraries. The land use plan identifies public facilities if they are currently owned by a public entity, or proposed for dedication to a public entity in a Specific Plan. In the future, as additional facilities are acquired, the General Plan land use map will be amended to reflect these acquisitions.

Table III-4
Public Facilities Buildout Statistical Summary

	City Limits			Sphere of Influence			
Designation	Acres Dev.	Acres Vacant	Acres Total	Acres Dev.	Acres Vacant	Acres Total	Grand Total Acres
Public Facilities - Airport	72.3	72.1	144.4				144.4
Public Facilities - Cemetery	12.9	2.5	15.4				15.4
Public Facilities - Fire Station	3.6	0.0	3.6	0.0	2.9	2.9	6.4
Public Facilities - Government	23.46	39.7	63.16				63.16
Public Facilities - Library	0.84	0.00	0.84				0.84
Public Facilities - Hospital	10.6	0.3	10.8				10.8
Public Facilities - Railroad/Interstate	419.4	48.9	468.3				468.3
Public Facilities - School	137.9	95.7	233.6				233.6
Grand Total Public Facilities	**681.0**	**259.2**	**940.2**	**0.0**	**2.9**	**2.9**	**943.1**

Table III-4 identifies 940.2 acres within the City limits and about 2.9 acres within the City's sphere-of-influence for public facilities. No public facilities designations occur in the planning area. The largest area under this category is the Interstate 10/Railroad corridor.

Table III-5
Open Space Buildout Statistical Summary

	City Limits			Sphere of Influence			Planning Area			
Designation	Acres Dev.	Acres Vacant	Acres Total	Acres Dev.	Acres Vacant	Acres Total	Acres Dev.	Acres Vacant	Acres Total	Grand Total Acres
Open Space - Hillside Preservation							0.2	647.1	647.3	647.3
Open Space - Park	346.6	877.5	1,224.1	0.0	21.7	21.7	29.8	15.8	45.6	1,291.4
Open Space - Resources	122.7	2,658.3	2,781.0	25.0	1,599.4	1,624.4	1.2	230.0	231.2	4,636.6
Grand Total Open Space	**469.3**	**3,535.8**	**4,005.1**	**25.0**	**1,621.1**	**1,646.1**	**31.2**	**892.9**	**924.1**	**6,575.3**

As with the Public Facilities land use designations, lands designated under this category are those owned by private or public entities for that purpose. As additional lands are secured for Open Space, whether private or public, the General Plan land use map will require amendment to reflect these acquisitions. The continued expansion of Open Space lands will continue to provide the City's residents and visitors with valuable enhancements to quality of life. Please also refer to the Open Space and Conservation Element for policies and programs relating to these land uses.

OPEN SPACE AND CONSERVATION GOALS, POLICIES AND PROGRAMS

Goal
The conservation and management of open space areas to provide recreational opportunities and protect important resources in perpetuity.

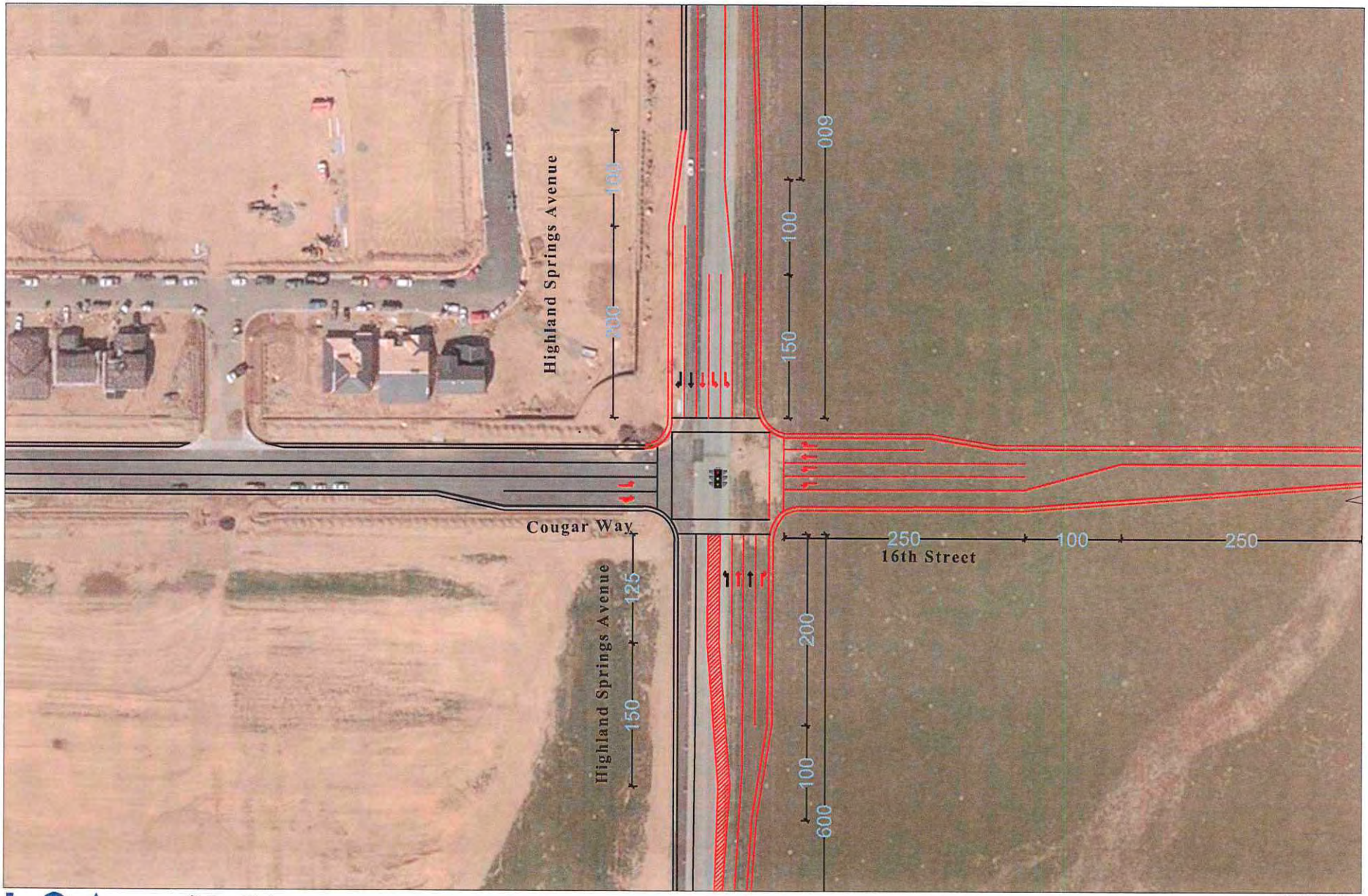
Policy 1
Lands preserved through conservation easements, acquired by private or public agencies, or dedicated for open space shall be designated for the appropriate Open Space land use category on the land use map as they are preserved.

Program 1 A
Review development proposals adjacent to designated open space lands and assure that land uses are compatible, and buffers provided when necessary.
Responsible Agency: Planning Department, Public Works Department
Schedule: Ongoing

Policy 2
The City shall proactively coordinate with private and public agencies so that lands available for conservation are dedicated appropriately to assure their management in perpetuity.

Program 2.A
The City shall coordinate with land owners and private and public agencies to the greatest extent possible to assure that lands proposed for open space either through donation or purchase are conveyed to the appropriate management agency.
Responsible Agency: Planning Department, City Manager's Office, County of Riverside, State and Federal Agencies, Land Conservation Agencies
Schedule: Ongoing

Appendix B
Right-of-Way Determination Figures

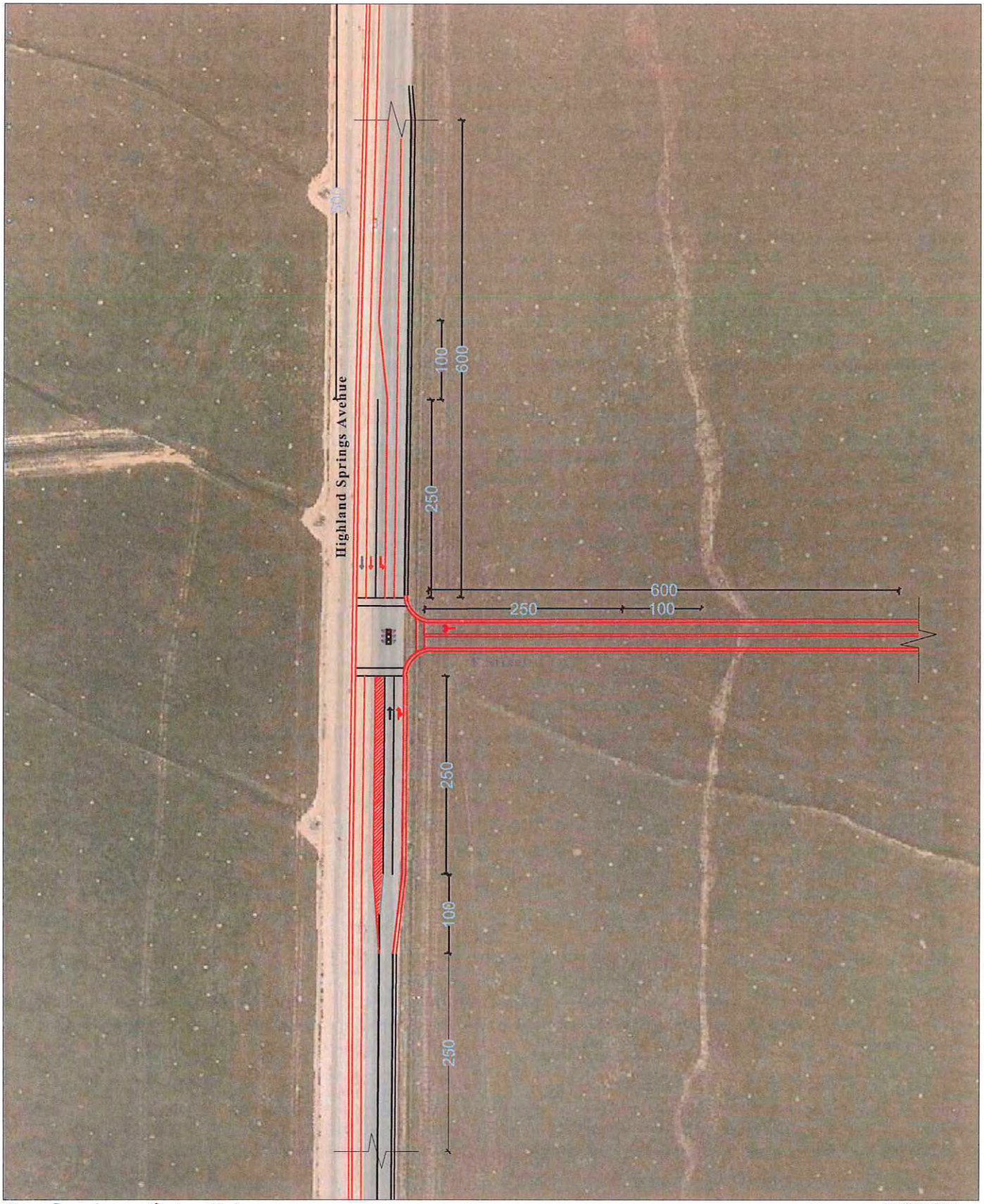


LSA

FIGURE 1

Banning Fee Program
Traffic Study

Highland Springs Avenue & 16th St-Cougar Way



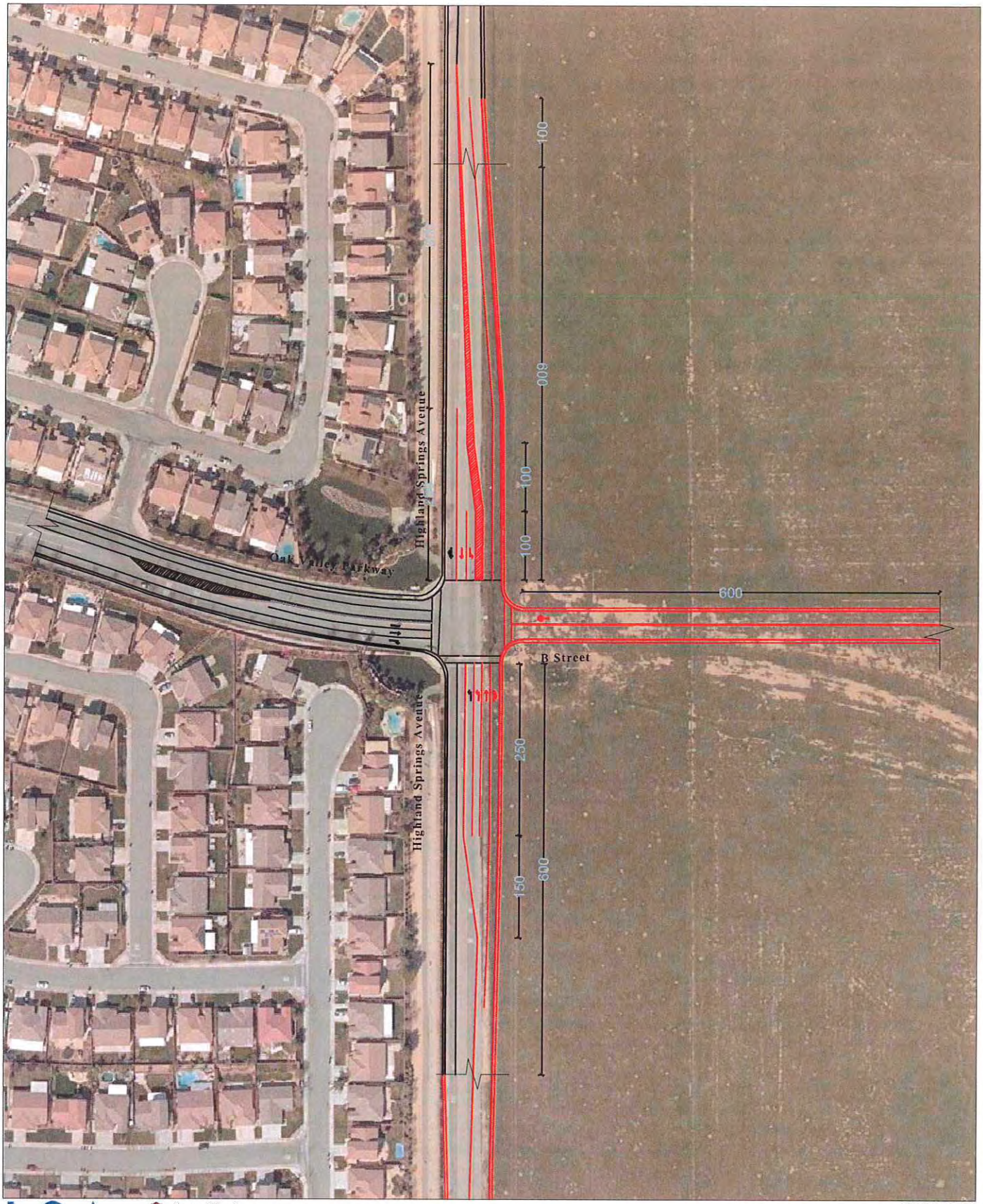
LSA

Proposed Signal
Existing Lane
Proposed Lane
Existing
Proposed

FIGURE 2

Banning Fee Program
Traffic Study

Highland Springs Avenue & F Street

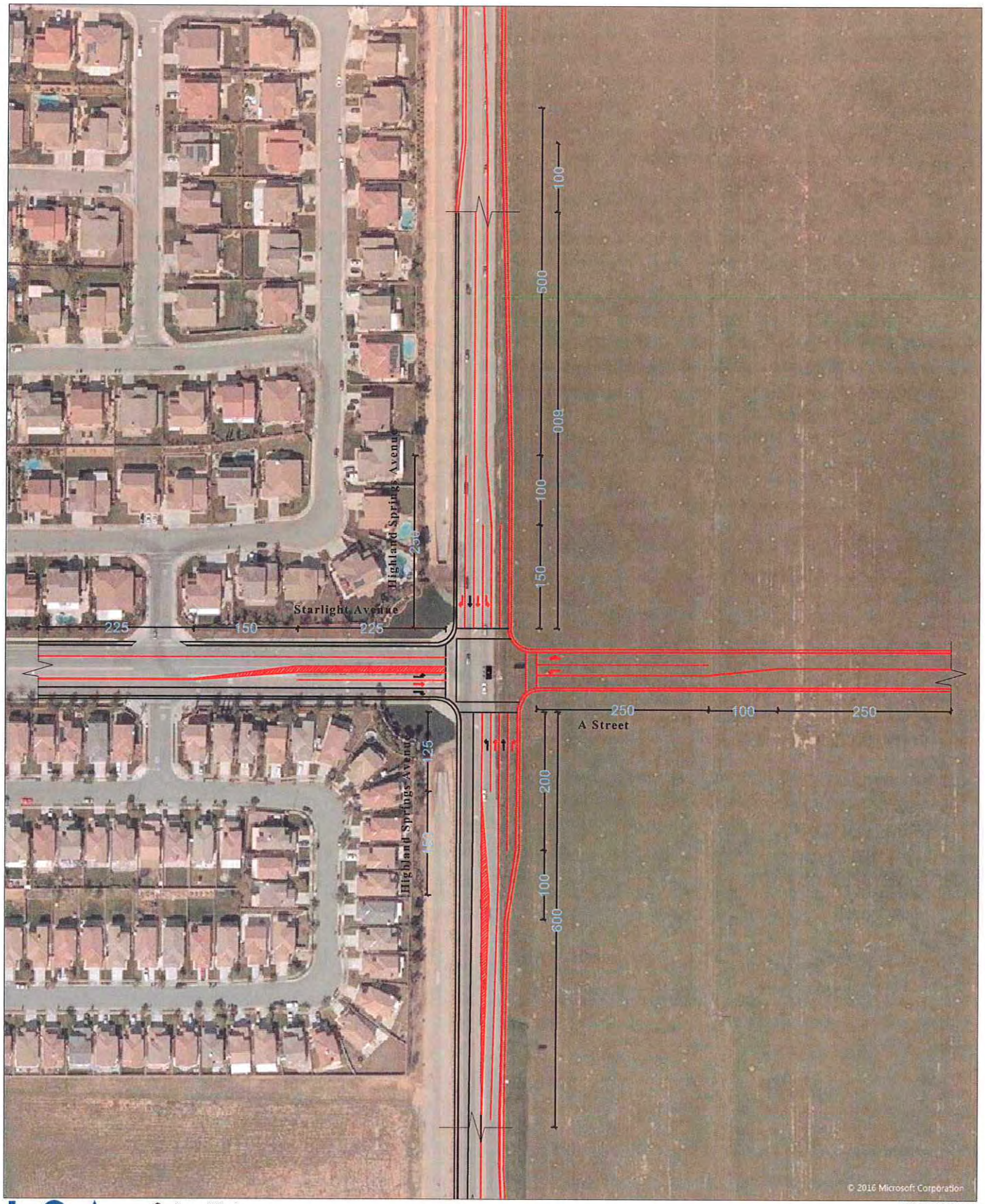


LSA

FIGURE 3

Banning Fee Program
Traffic Study

Highland Springs Avenue & Oak Valley Parkway-B Street



LSA

Proposed Signal
Existing Lane
Proposed Lane
Existing
Proposed

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FIGURE 4

Banning Fee Program
Traffic Study

Highland Springs Avenue & Starlight Avenue-A Street

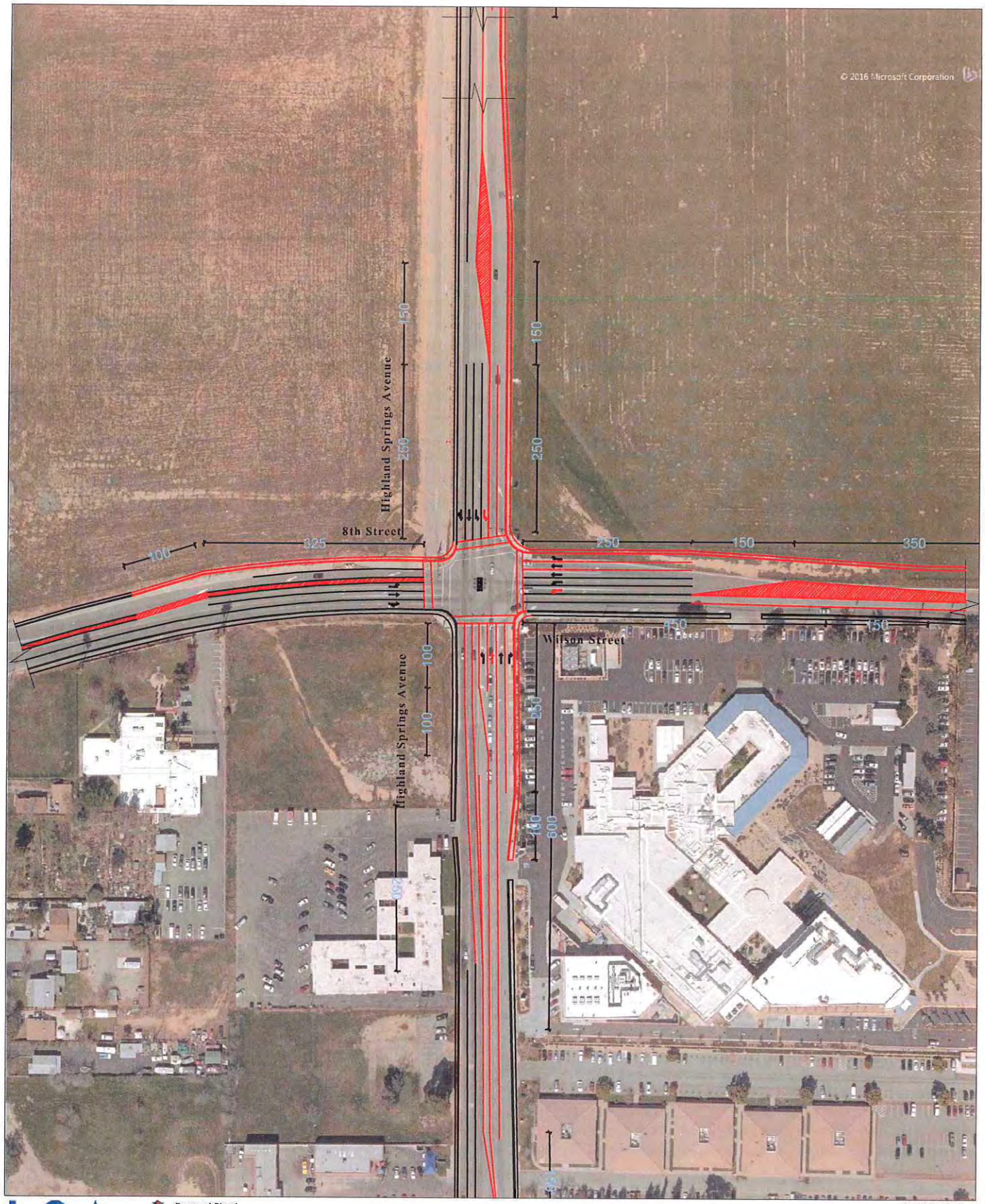

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FIGURE 5

Banning Fee Program
Traffic Study

Highland Springs Avenue & Wilson Street

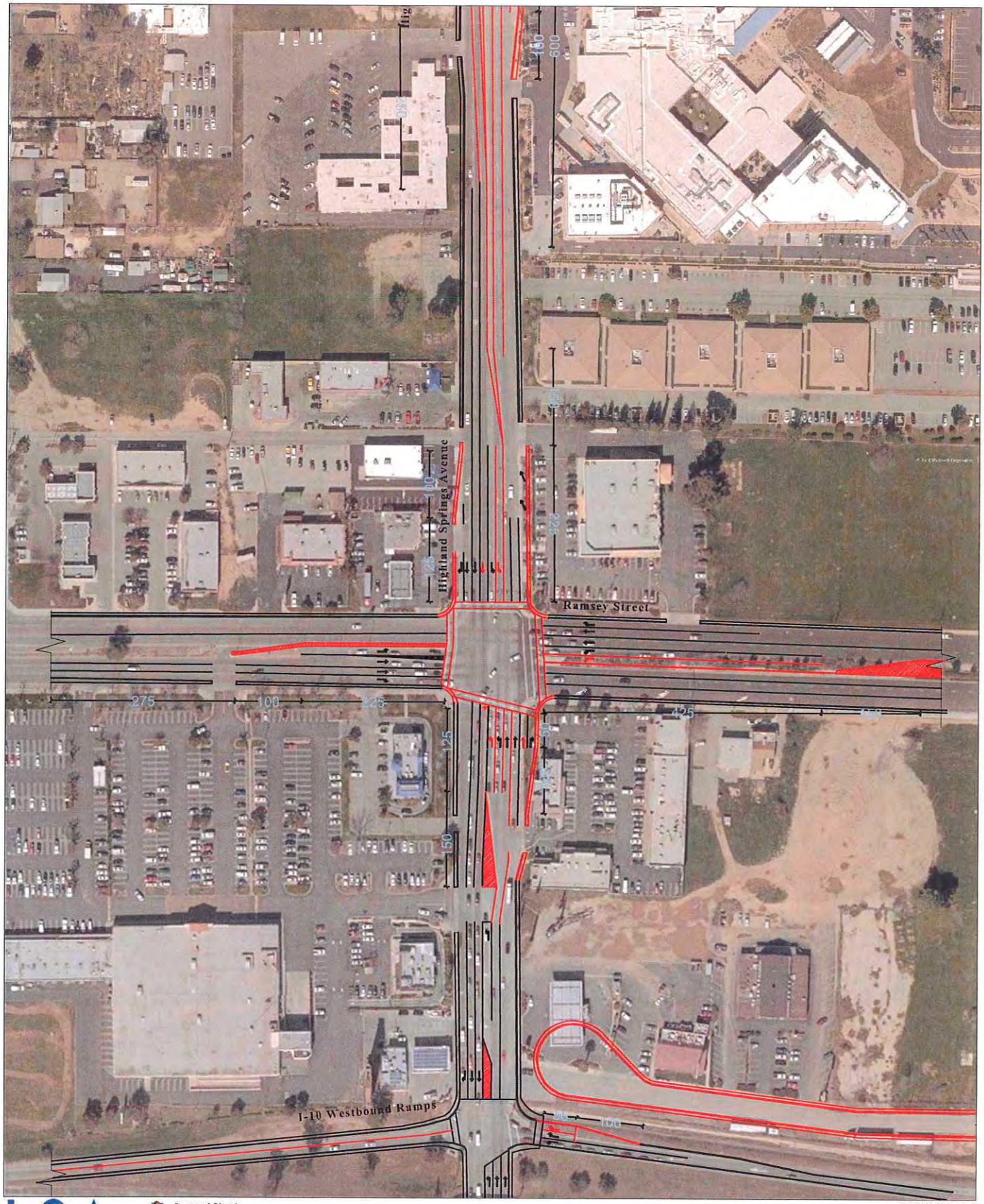


FIGURE 6

Banning Fee Program
Traffic Study

Highland Springs Avenue & Ramsay Street

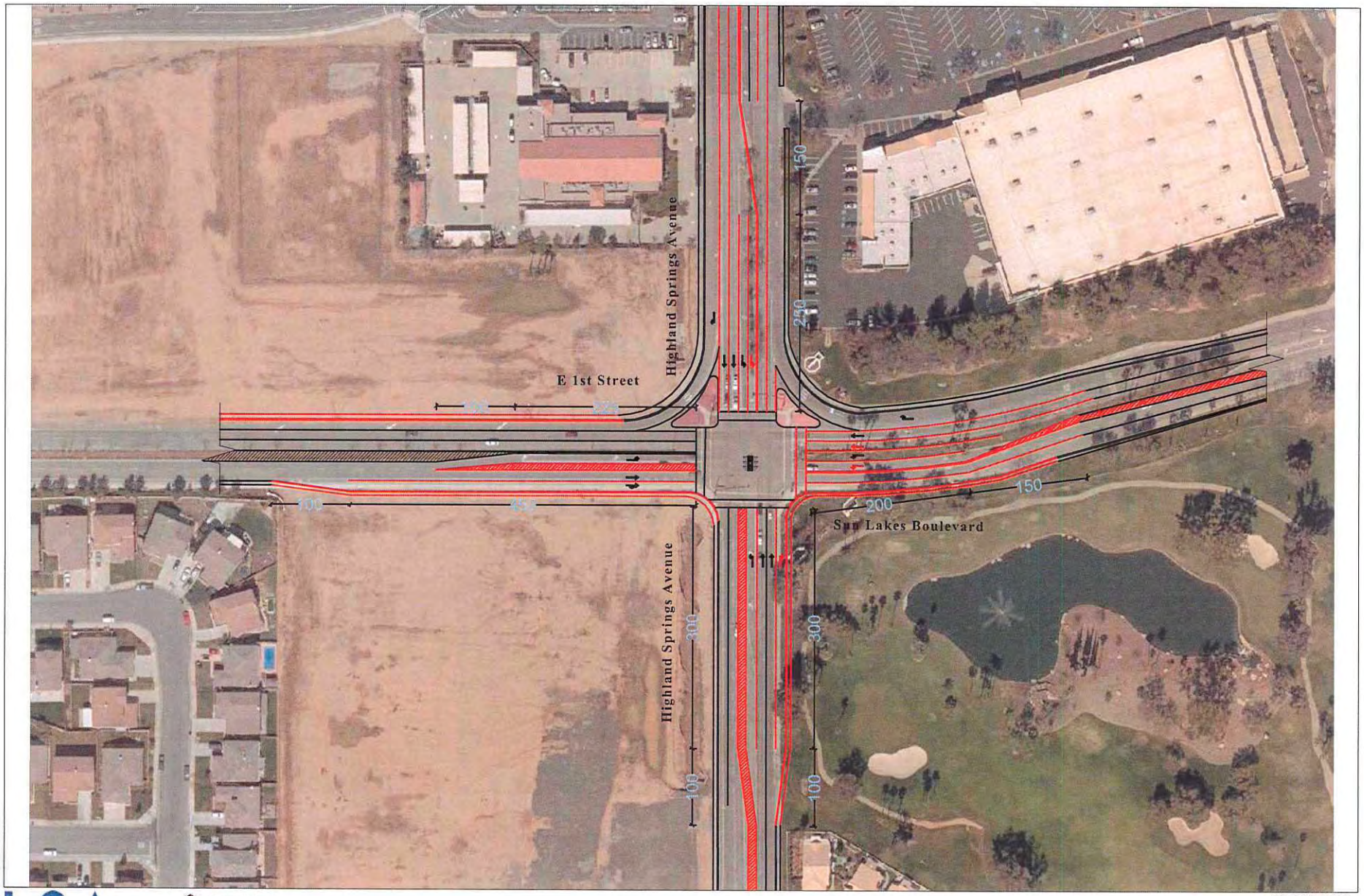


FIGURE 9

Banning Fee Program
Traffic Study

Highland Springs Avenue & Sun Lakes Boulevard



FIGURE 10

Banning Fee Program
Traffic Study

Highland Springs Avenue & Potrero Boulevard



LSA

FIGURE 11

Banning Fee Program
Traffic Study

C Street-Apex Avenue & Wilson Street

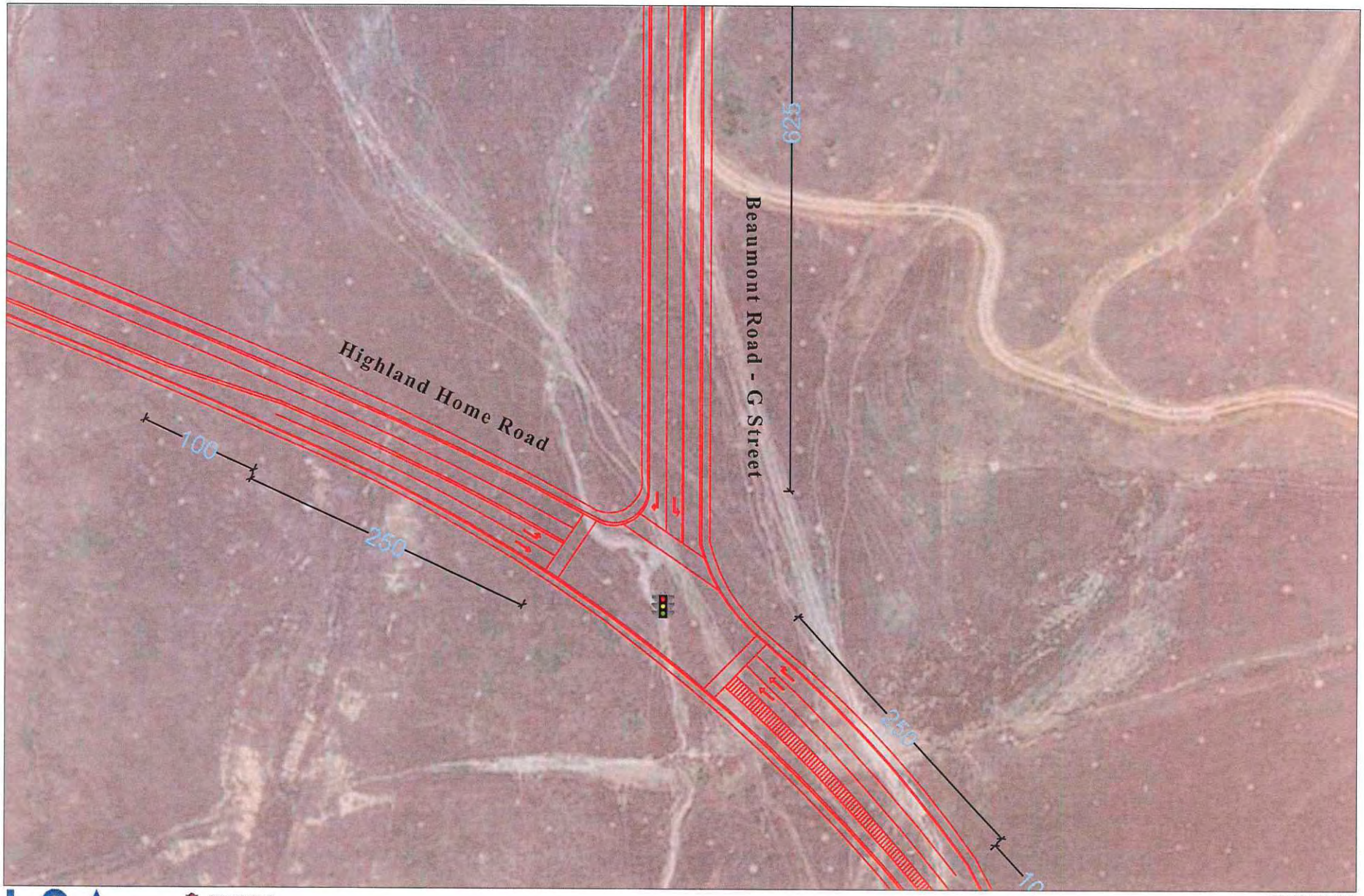


FIGURE 12

Banning Fee Program
Traffic Study

Highland Home Road & Beaumont Road-G Street

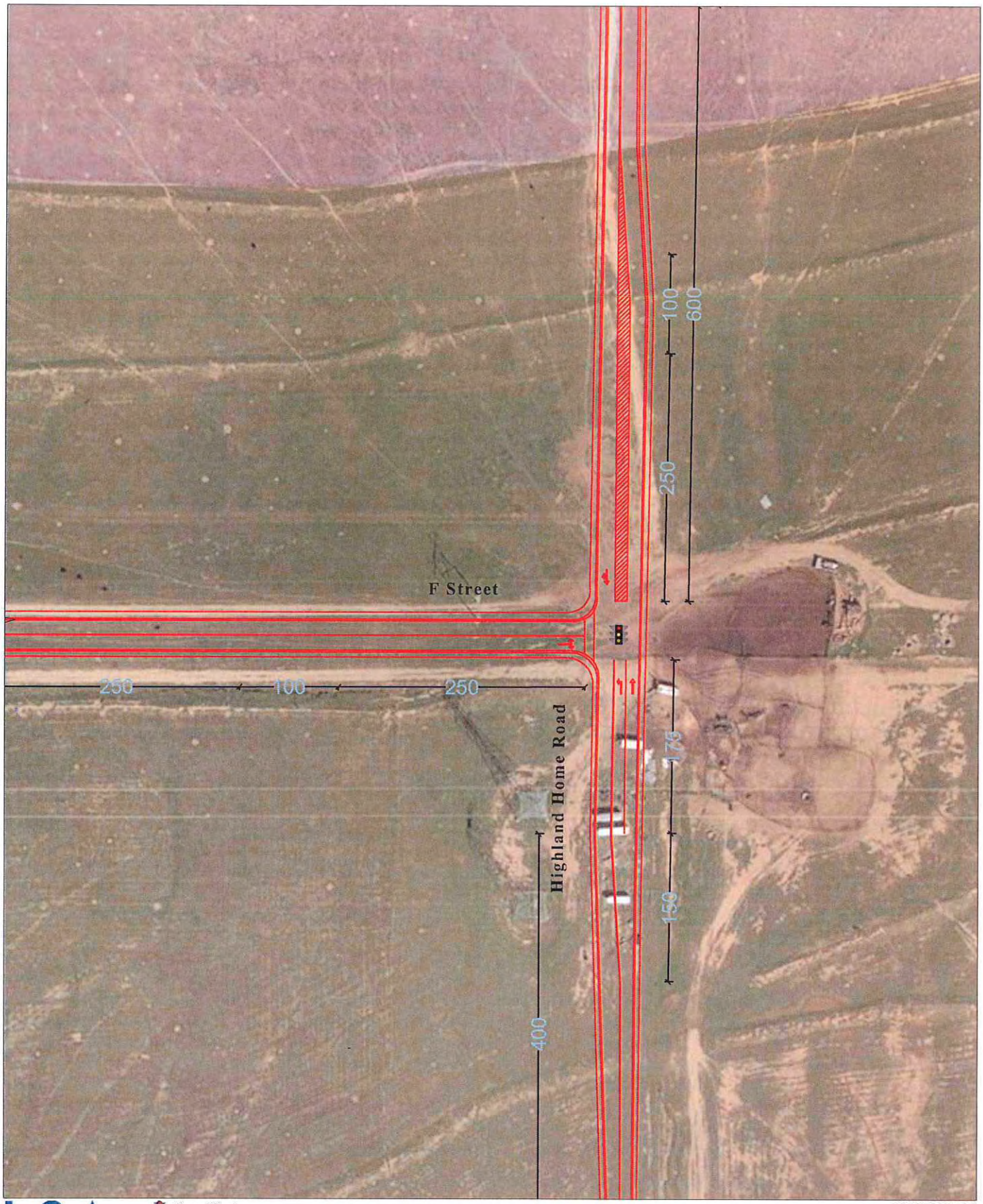


FIGURE 13

Banning Fee Program
Traffic Study

Highland Home Road & F Street



LSA

FIGURE 14

Banning Fee Program
Traffic Study

Highland Home Road & D Street

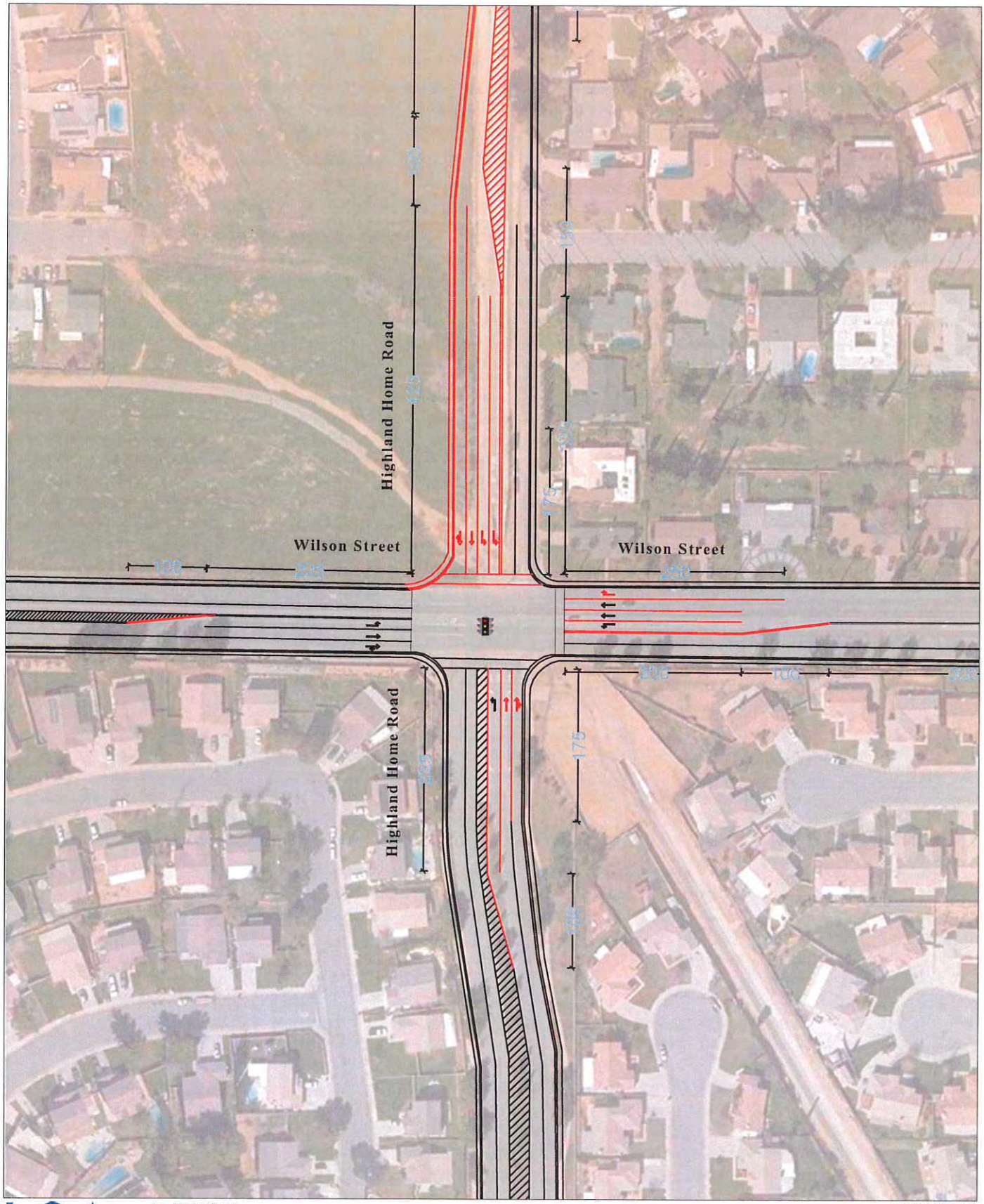


FIGURE 15

Banning Fee Program
Traffic Study

Highland Home Road & Wilson Street



LSA

Proposed Signal
Existing Lane
Proposed Lane
Existing
Proposed

FIGURE 16

Banning Fee Program
Traffic Study

Highland Home Road & Ramsey Street

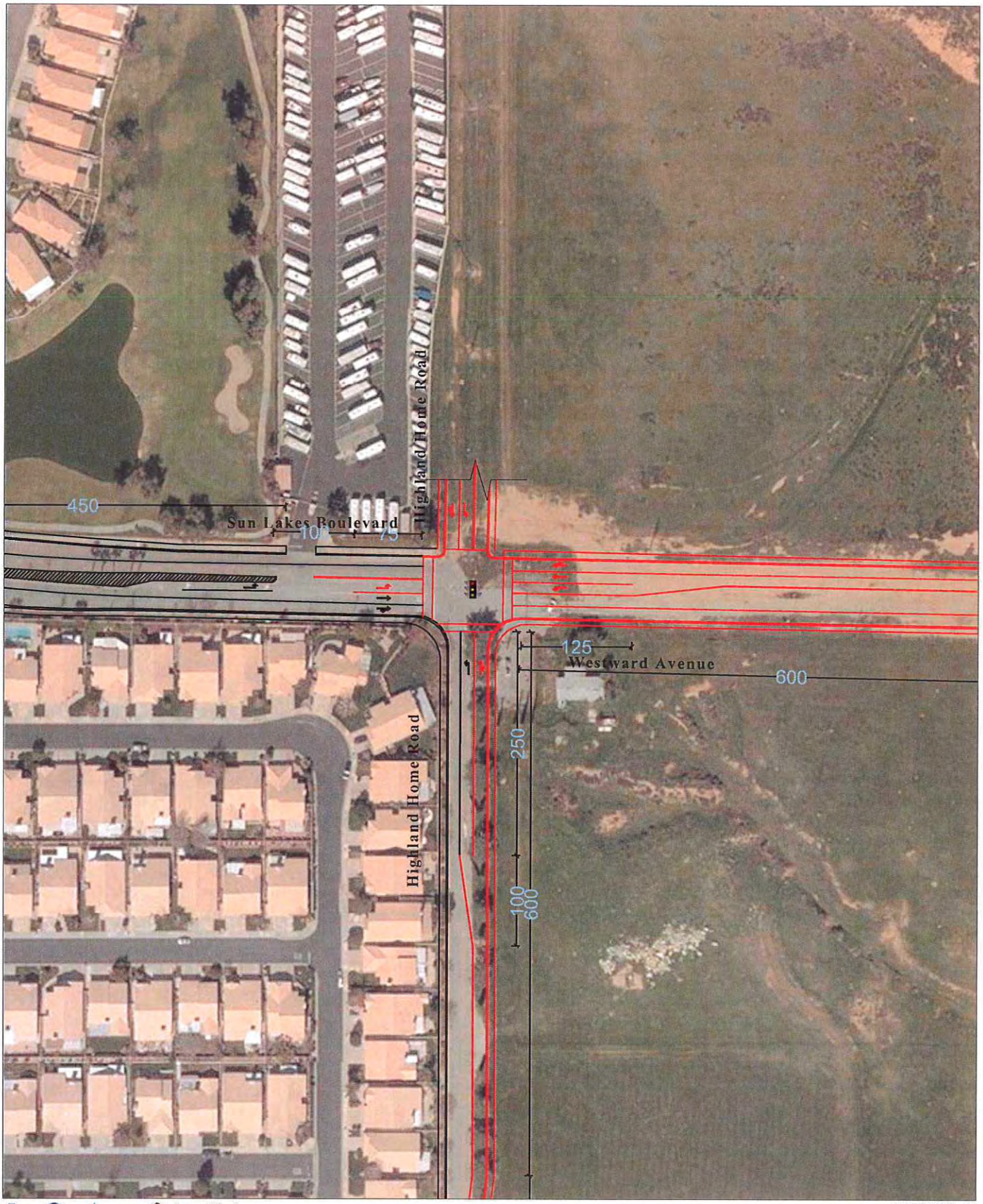
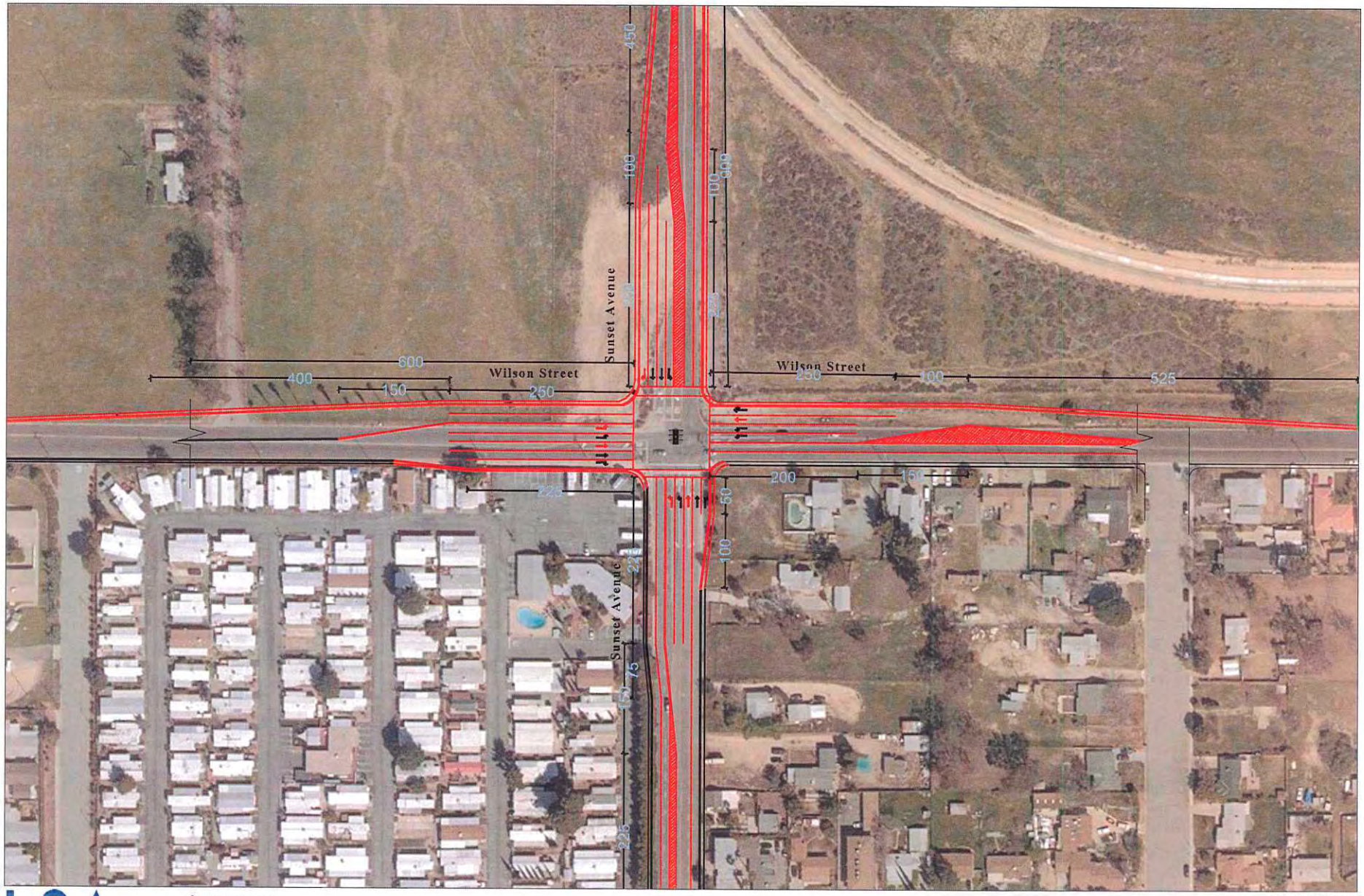


FIGURE 17

Banning Fee Program
Traffic Study

Highland Home Road & Sun Lakes Boulevard- Westward Avenue



LSA

FIGURE 18

Banning Fee Program
Traffic Study

Sunset Avenue & Wilson Street

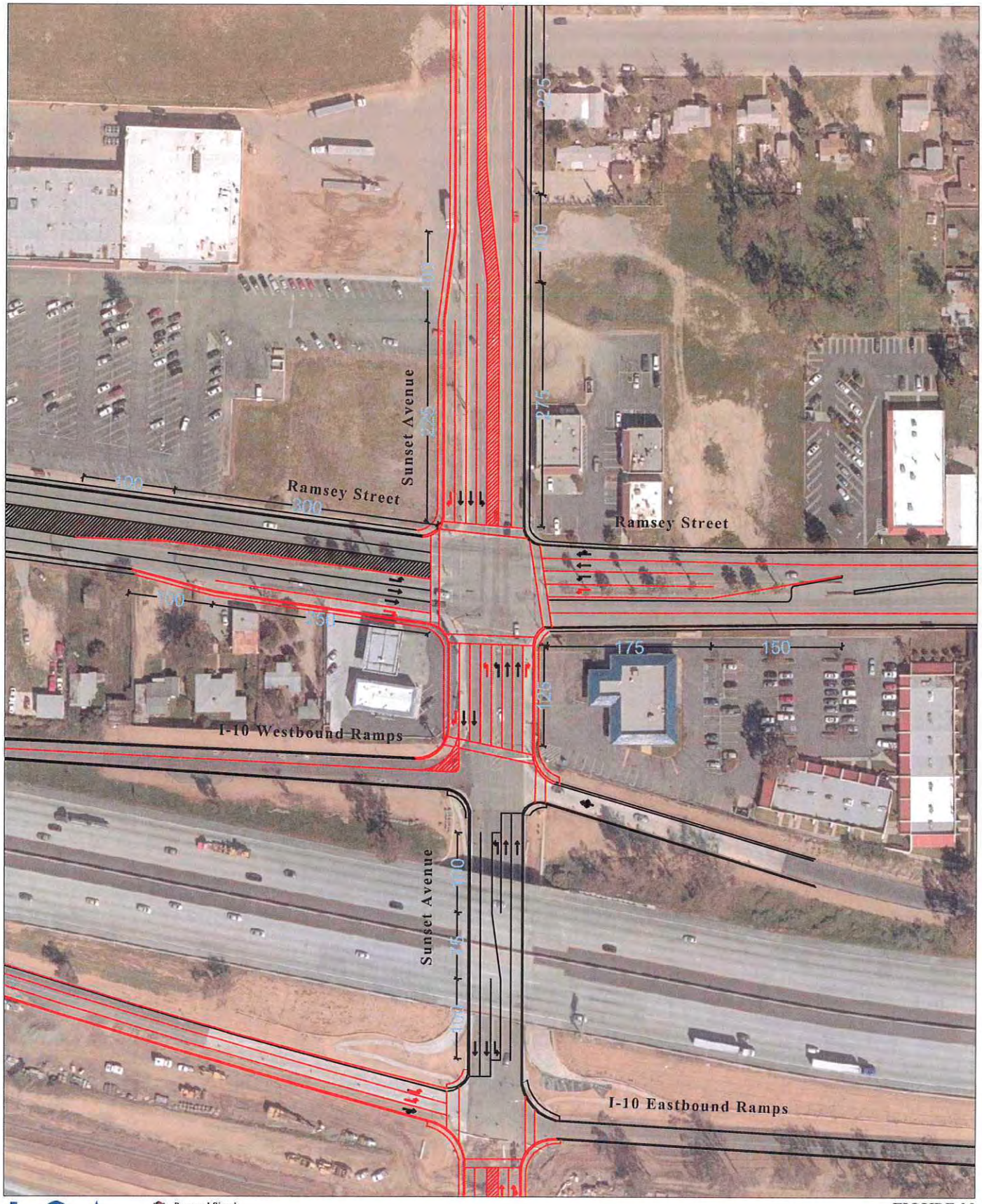


FIGURE 19

Banning Fee Program
Traffic Study

Sunset Avenue & Ramsey Street

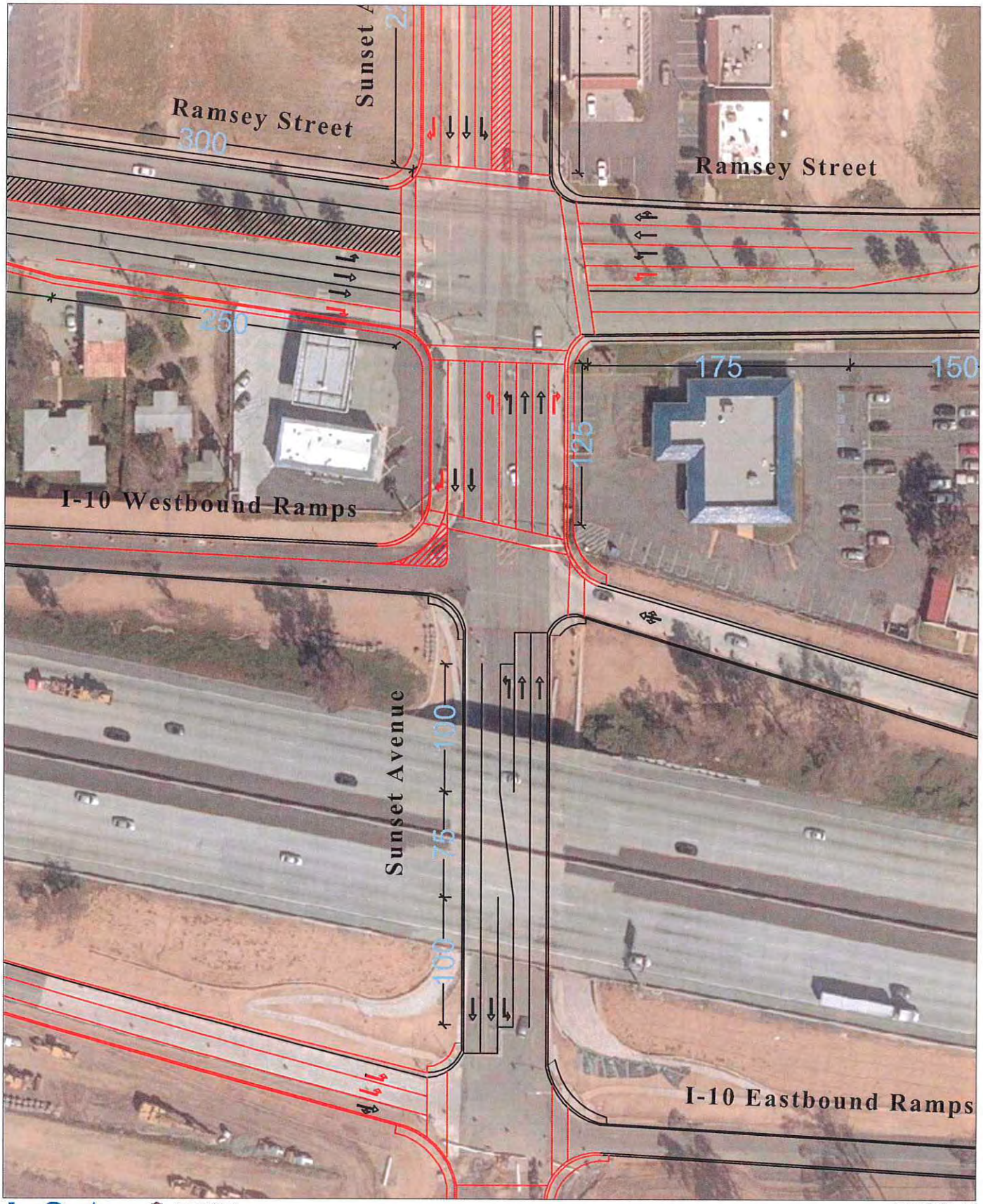


FIGURE 20

Banning Fee Program
Traffic Study

Sunset Avenue & I-10 Westbound Ramp

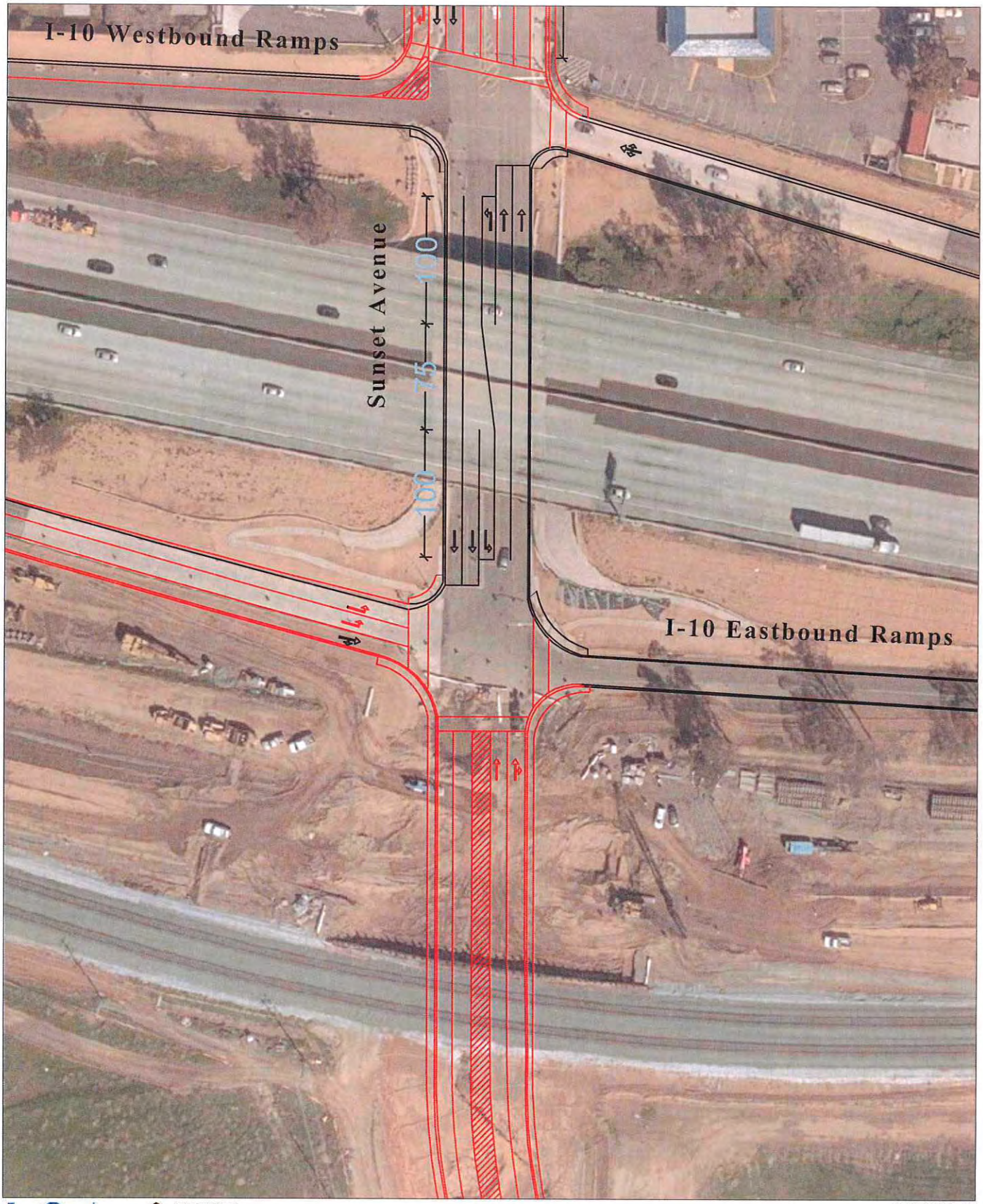


FIGURE 21

Banning Fee Program
Traffic Study

Sunset Avenue & I-10 Eastbound Ramp

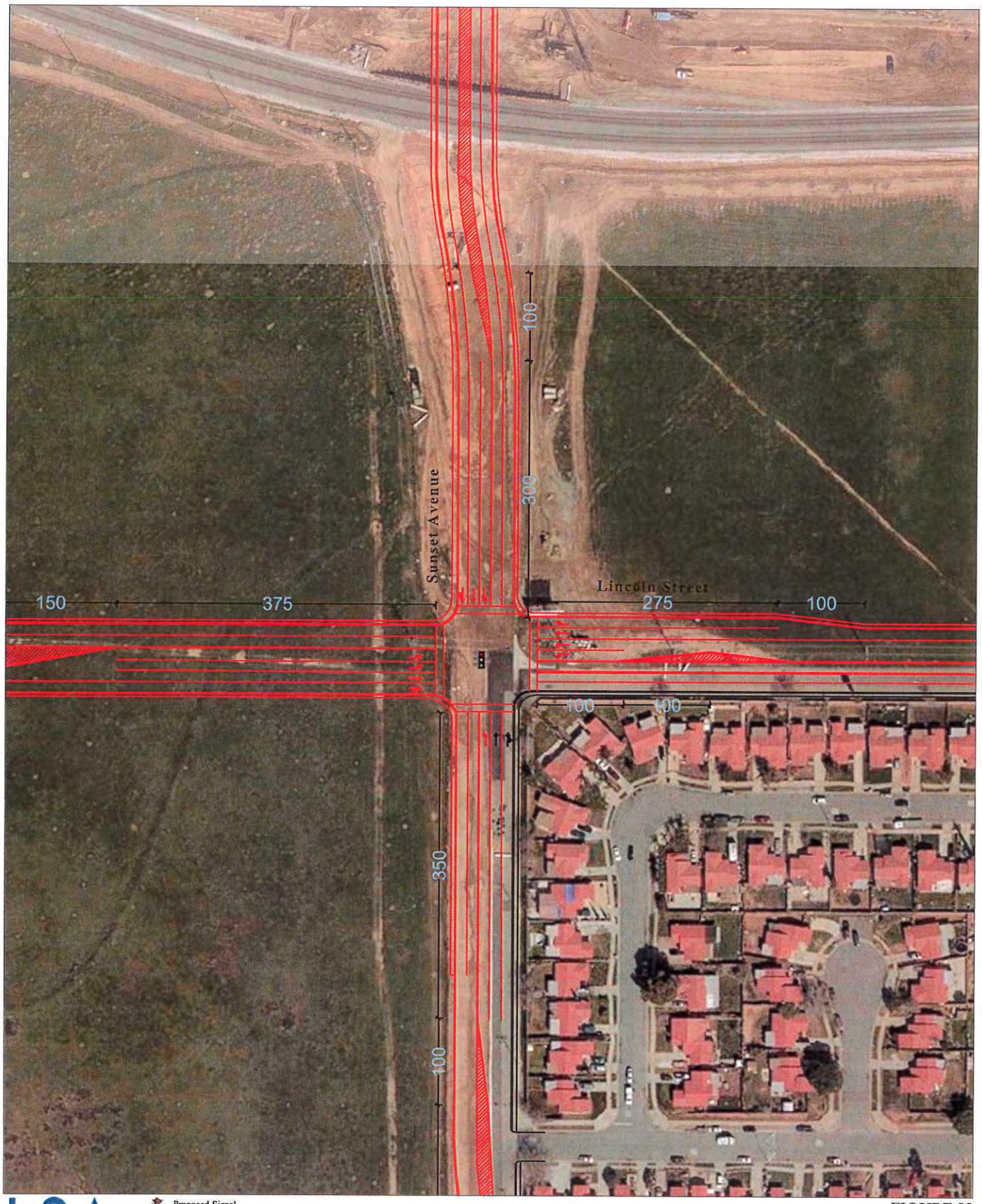

Sunset Avenue
Lincoln Street
150
375
100
275
100
100
100
300
350
100
Proposed Signal
Existing Lane
Proposed Lane
Existing
Proposed
N

FIGURE 22



LSA

FIGURE 23

Banning Fee Program
Traffic Study

Sunset Avenue & Westward Avenue

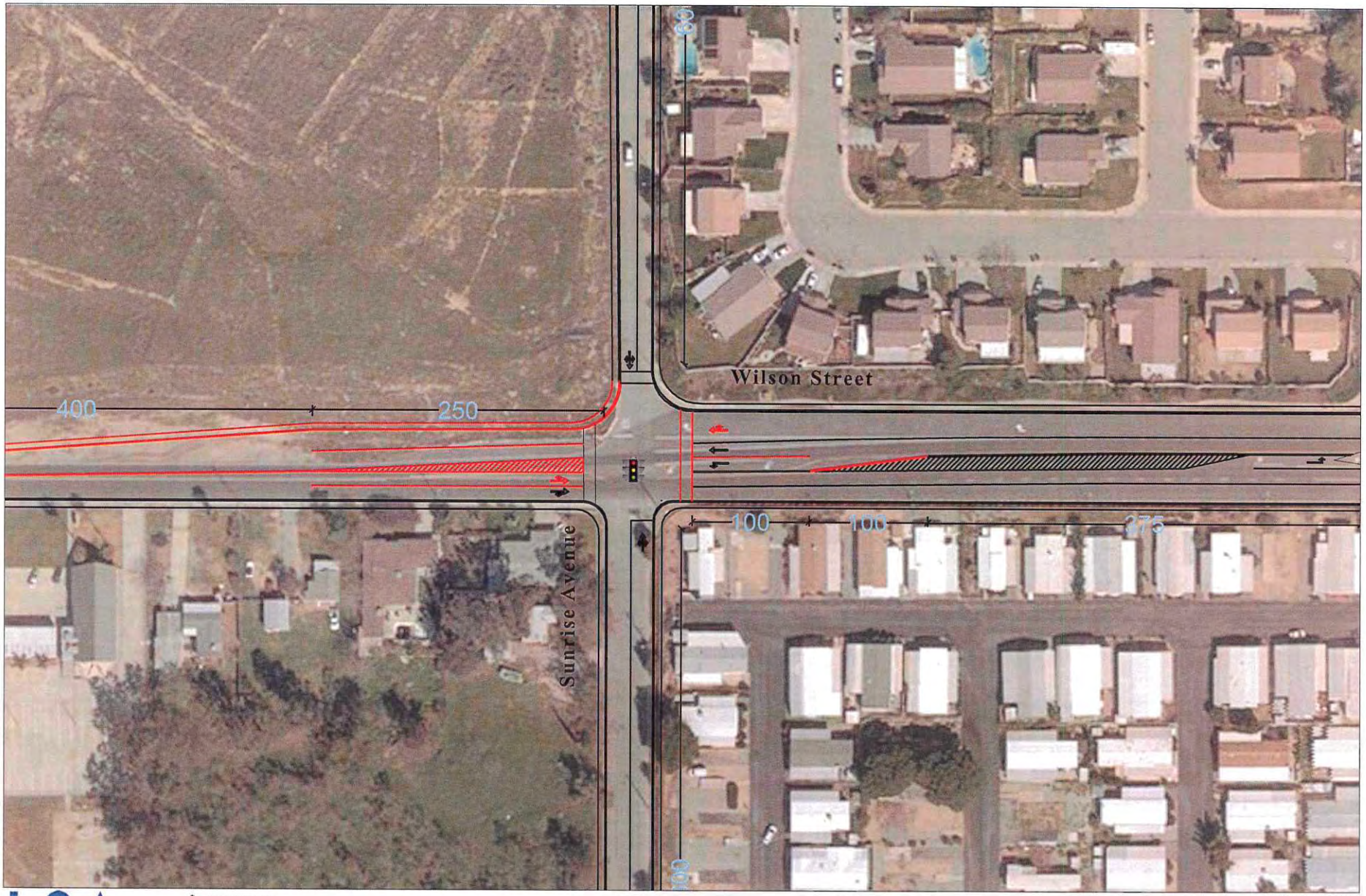


FIGURE 24

Banning Fee Program
Traffic Study

Sunrise Avenue & Wilson Street



LSA

FIGURE 25

Banning Fee Program
Traffic Study

16th Street & Wilson Street



LSA

Proposed Signal
Existing Lane
Proposed Lane
Existing
Proposed

FIGURE 26

Banning Fee Program
Traffic Study

8th Street & Wilson Street

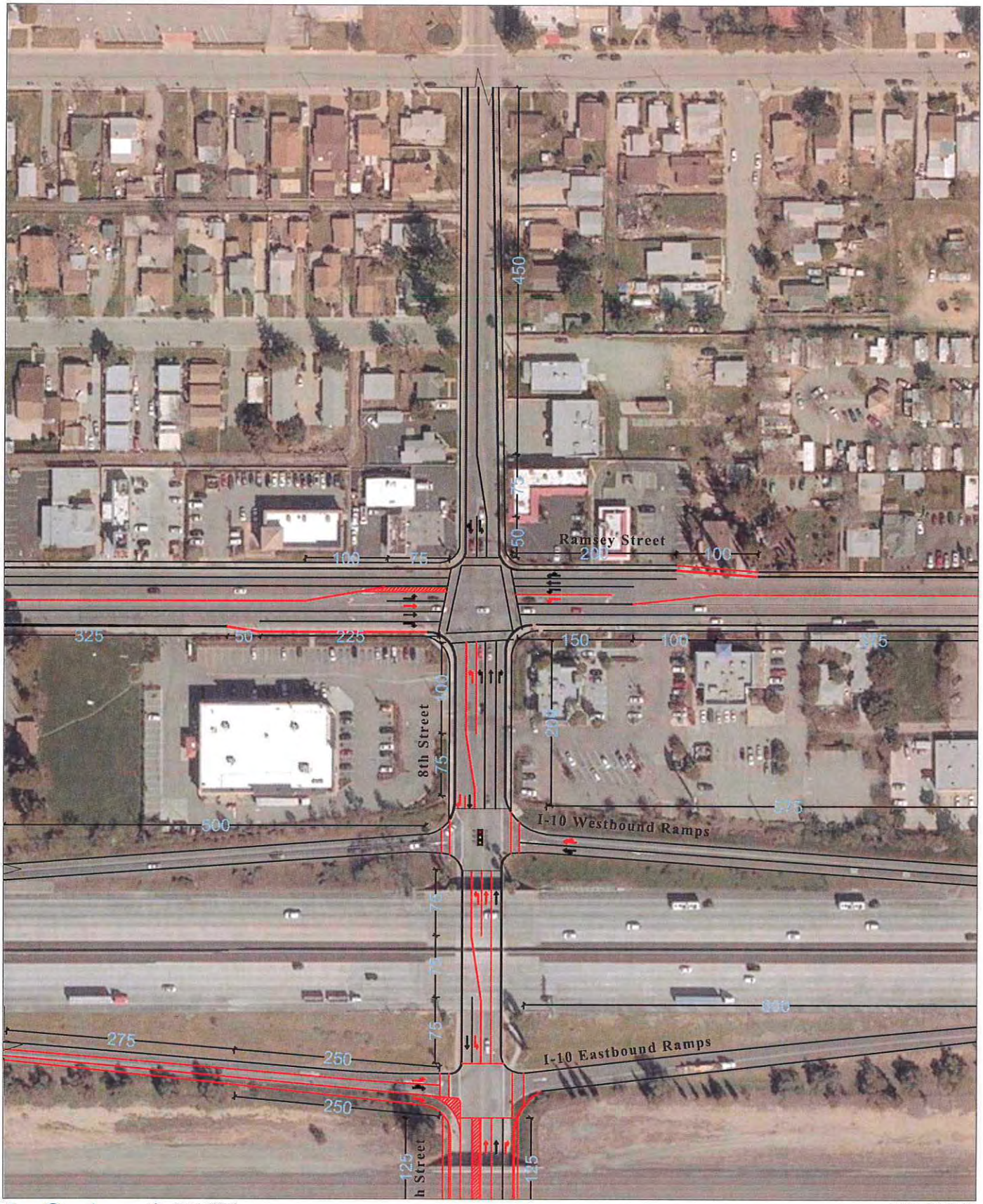


FIGURE 27

Banning Fee Program
Traffic Study

8th Street & Ramsey Street

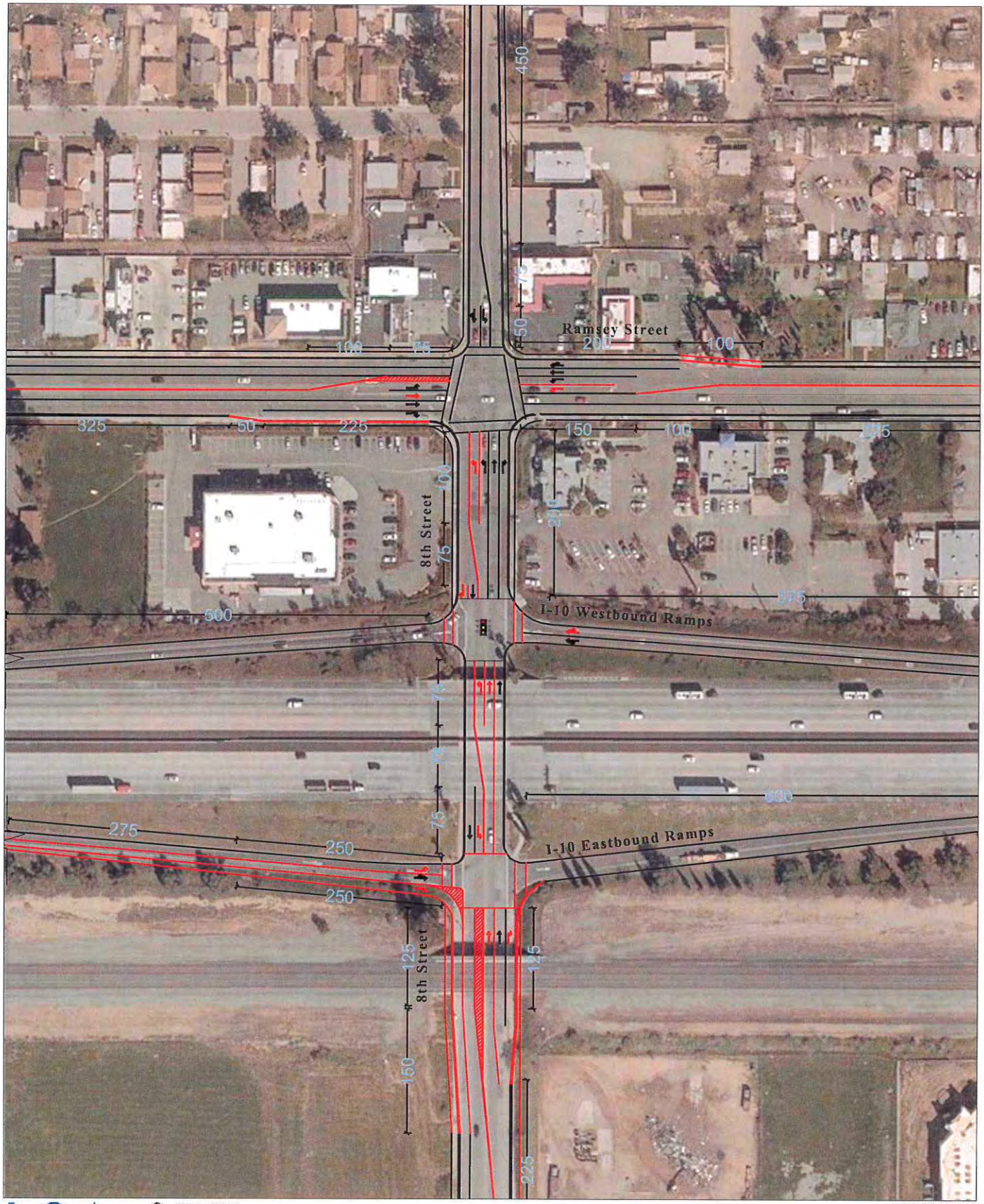


FIGURE 28

Banning Fee Program
Traffic Study

8th Street & I-10 Westbound Ramps

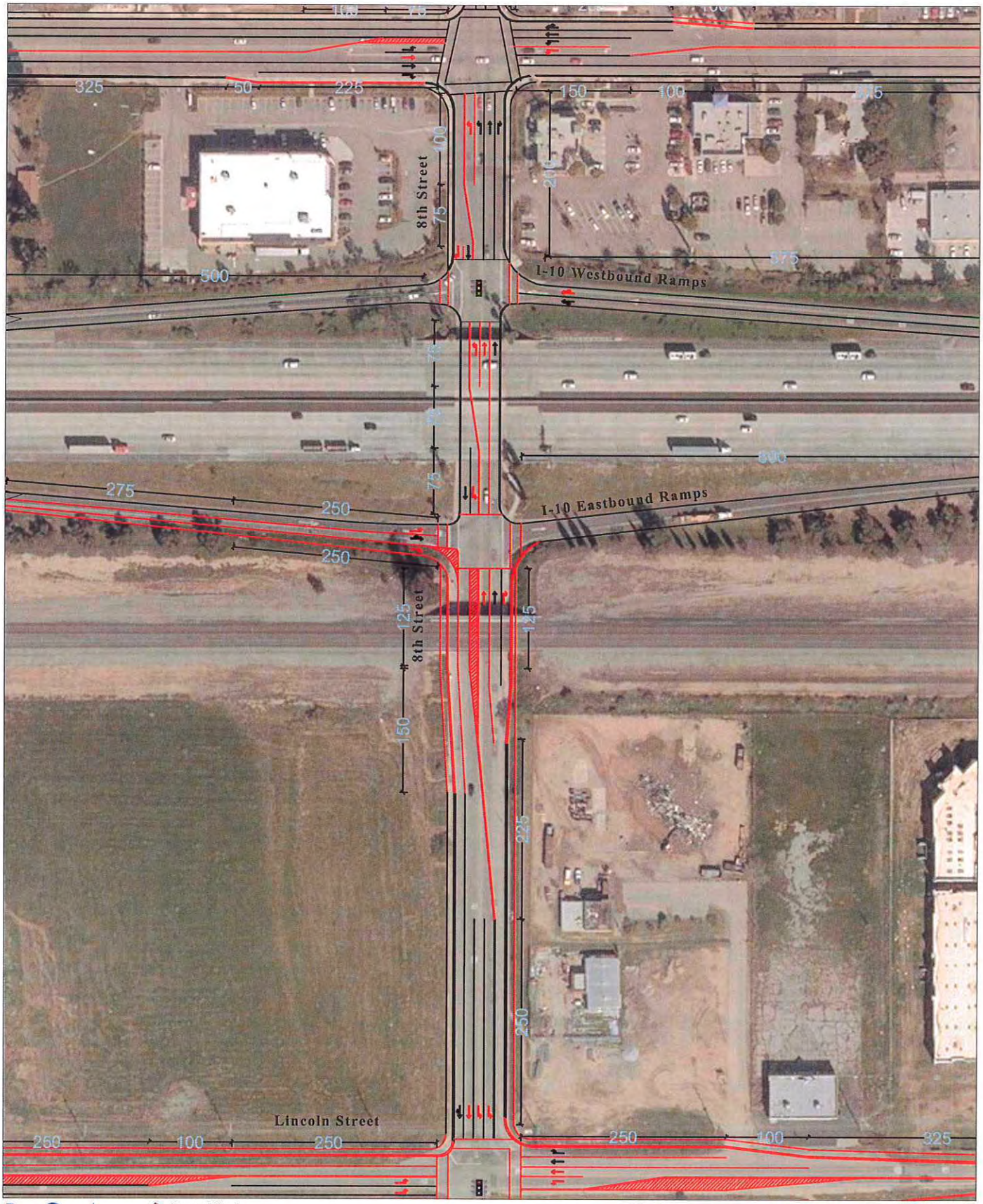


FIGURE 29

Banning Fee Program
Traffic Study

8th Street & I-10 Eastbound Ramps

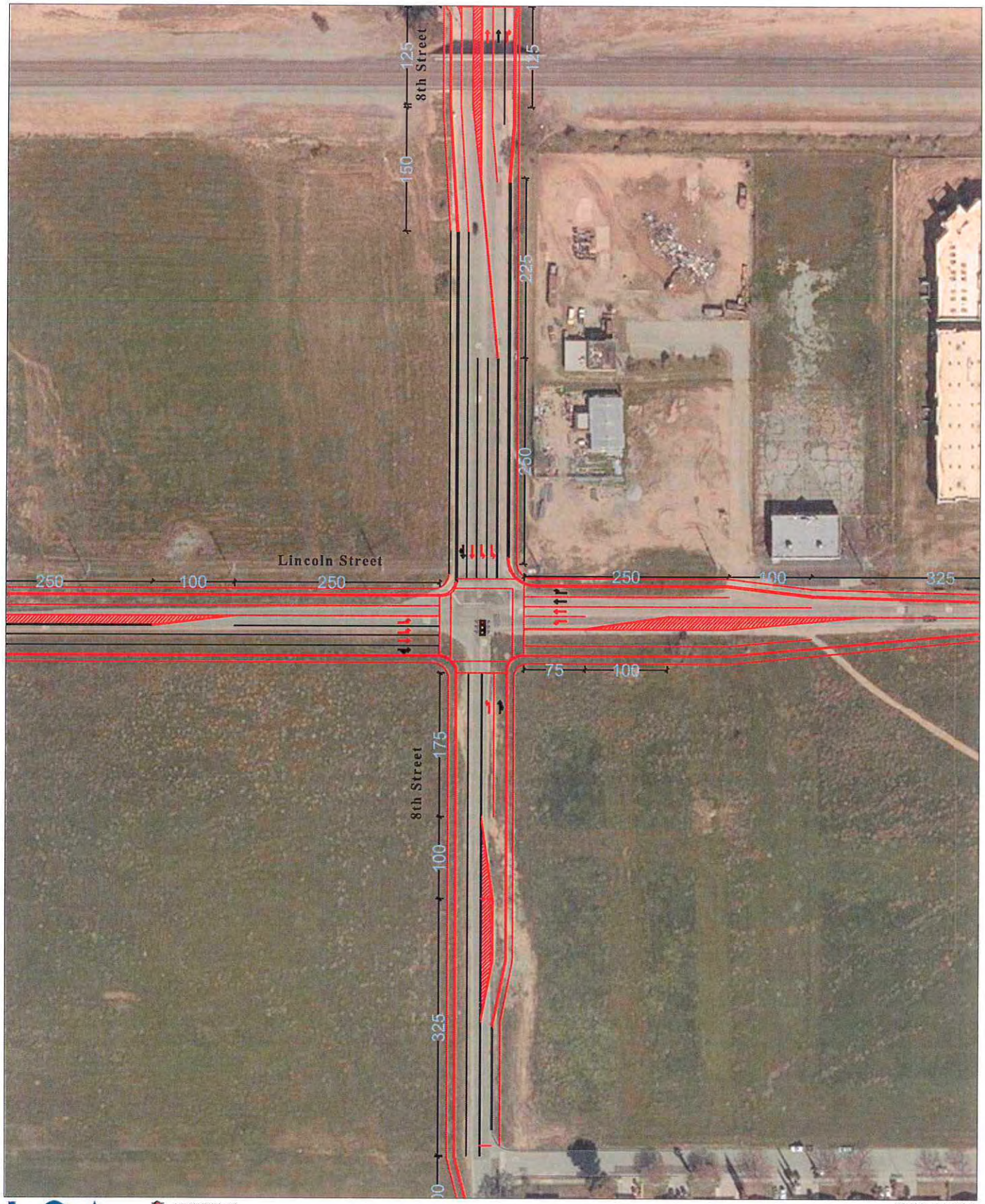


FIGURE 30

Banning Fee Program
Traffic Study

8th Street & Lincoln Street



LSA

N

Proposed Signal
Existing Lane
Proposed Lane
Existing
Proposed

FIGURE 31

Banning Fee Program
Traffic Study

4th Street & Wilson Street

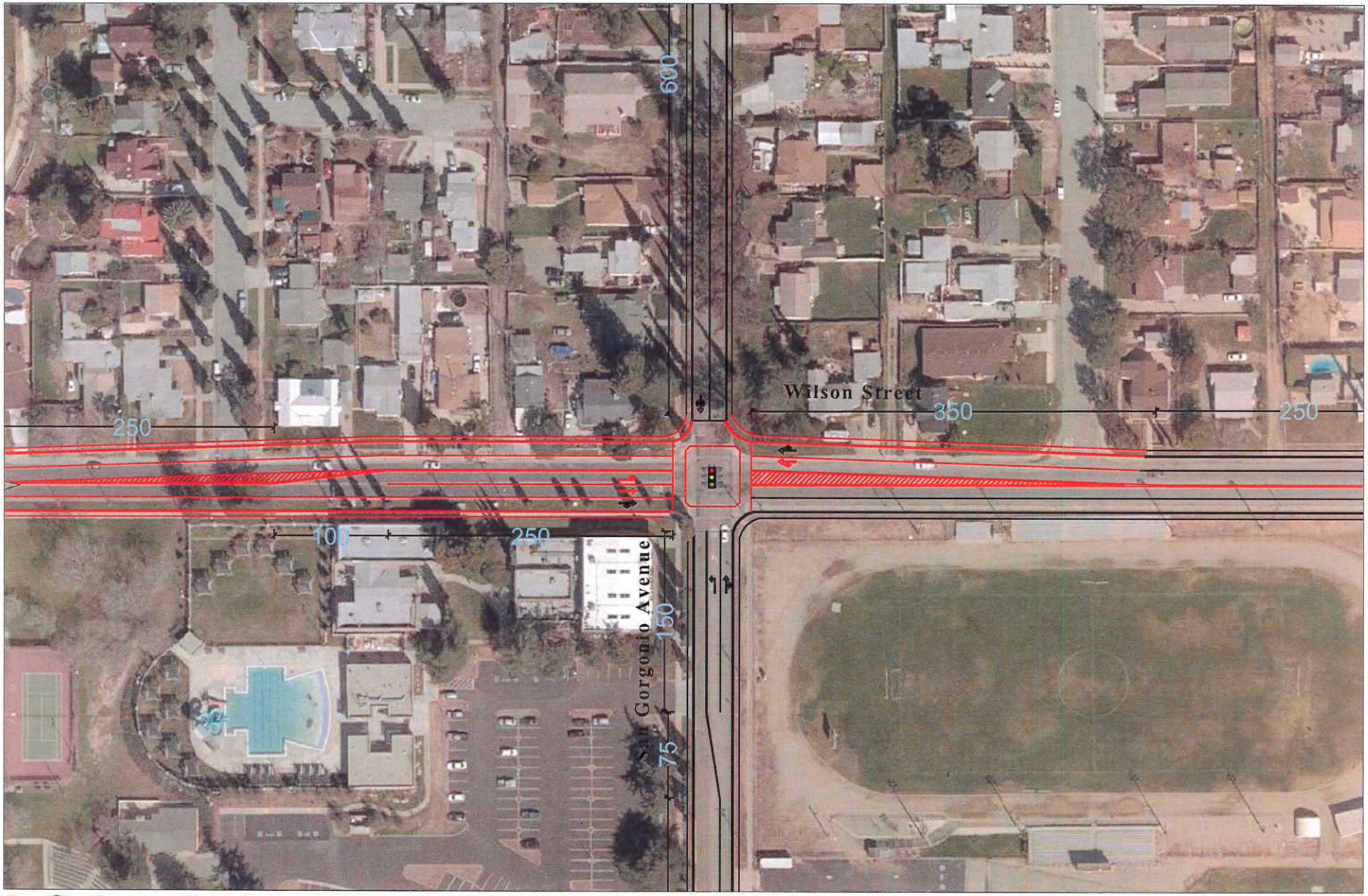


FIGURE 32

Banning Fee Program
Traffic Study

San GorgonioAvenue & Wilson Street

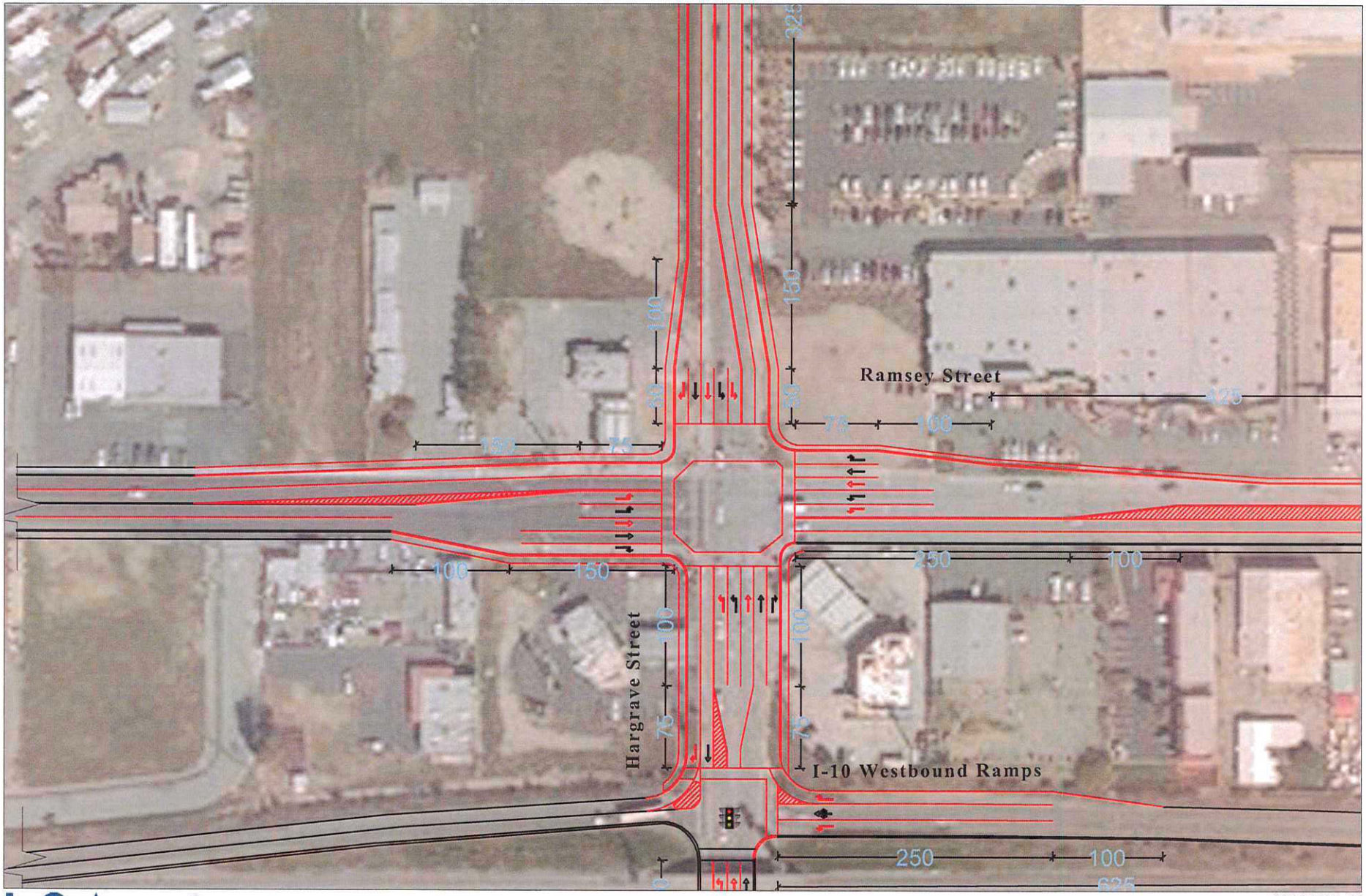


FIGURE 33

Banning Fee Program
Traffic Study

Hargrave Street & Ramsey Street

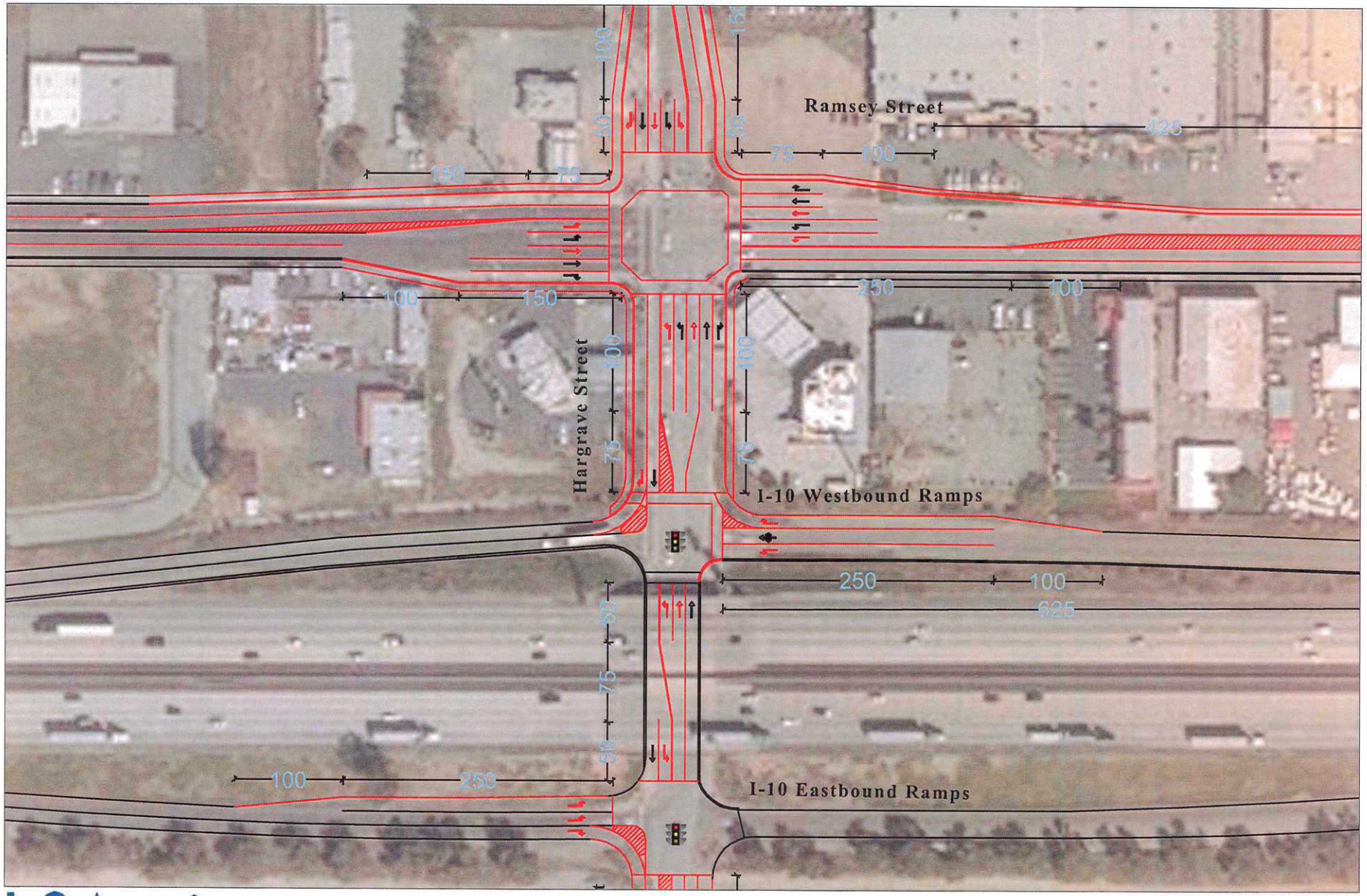


FIGURE 34

Banning Fee Program
Traffic Study

Hargrave Street & I-10 Westbound Ramps

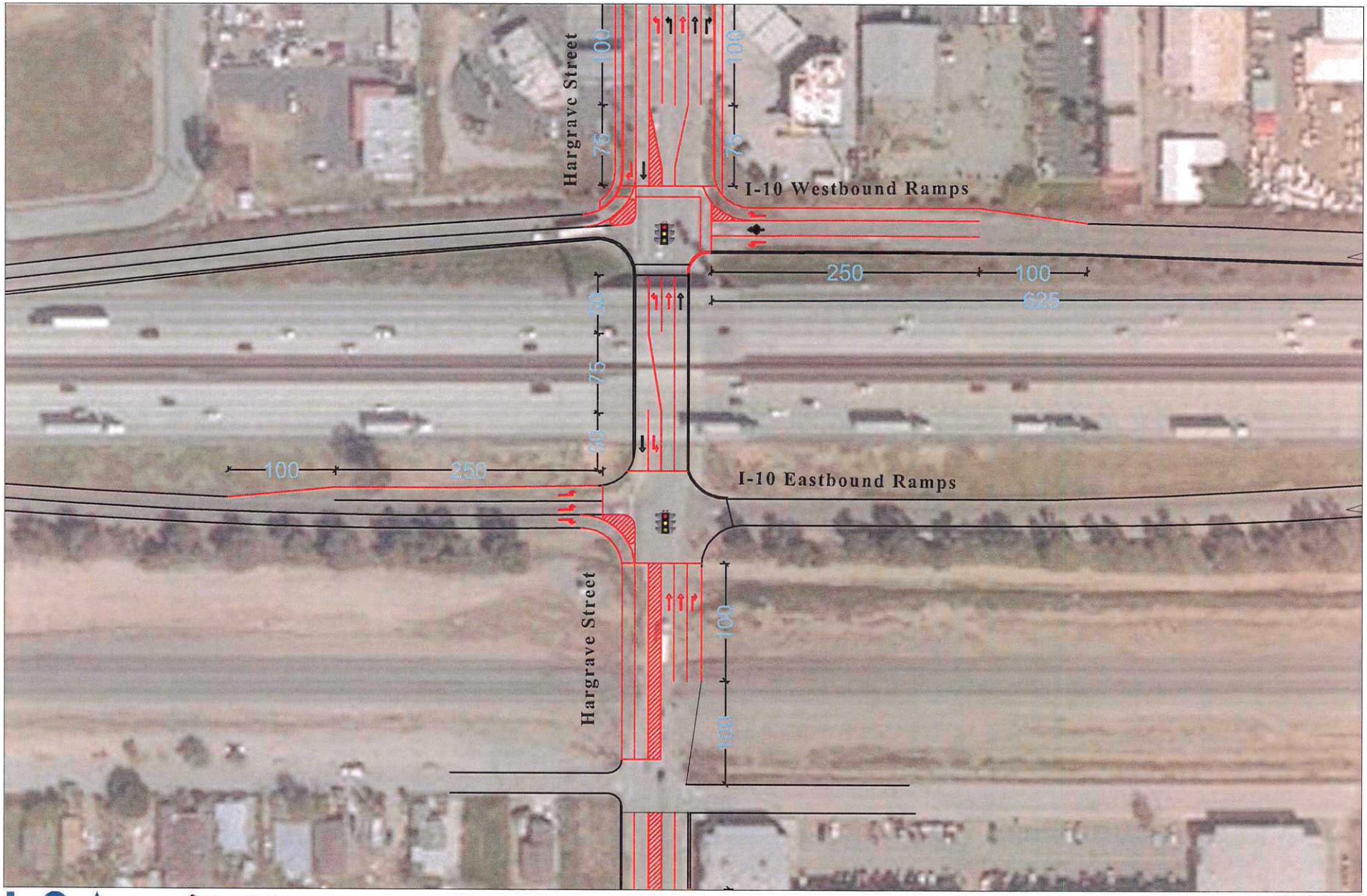


FIGURE 35

Banning Fee Program
Traffic Study

Hargrave Street & I-10 Eastbound Ramps

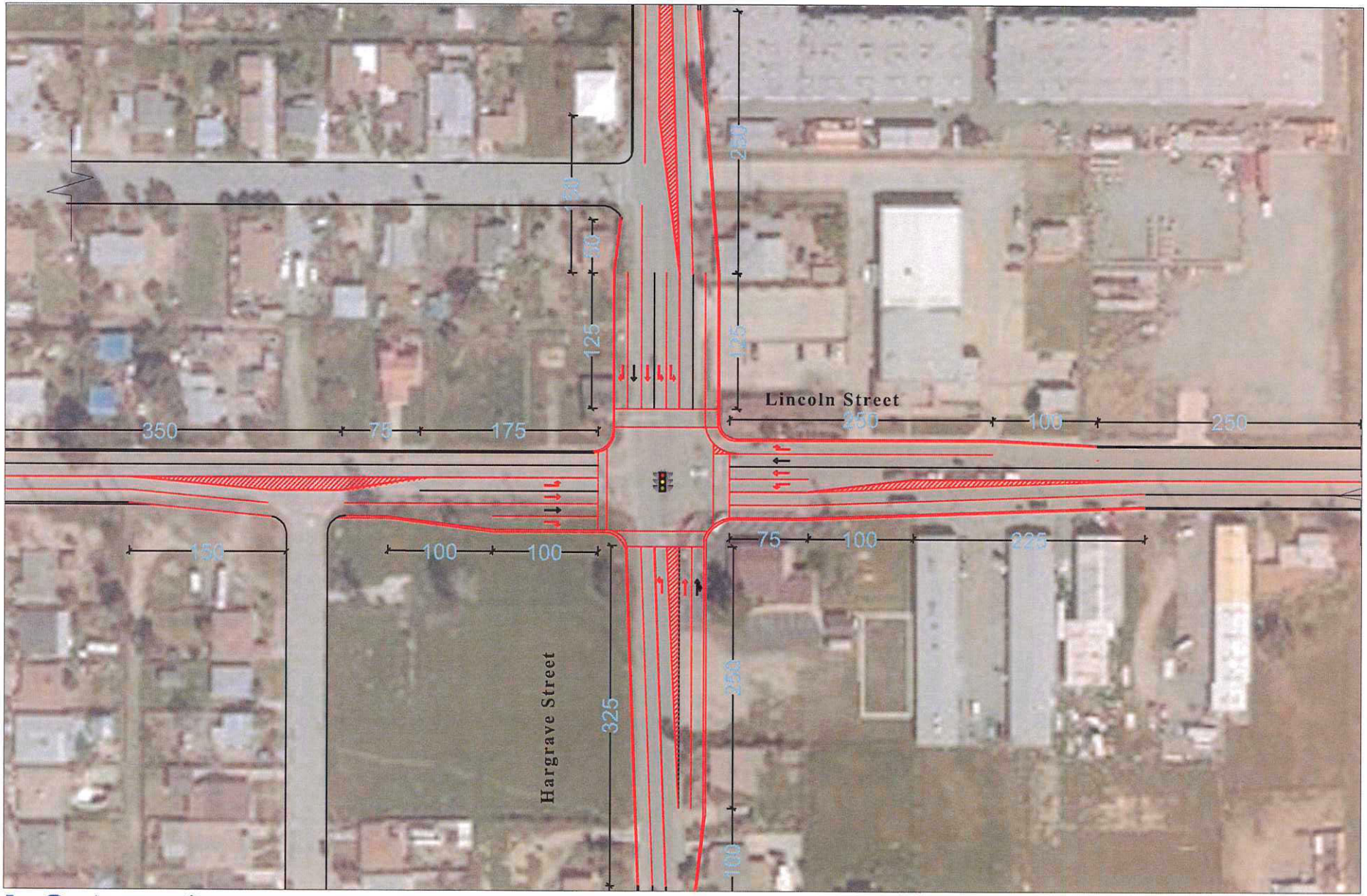


FIGURE 36

Banning Fee Program
Traffic Study

Hargrave Street & Lincoln Street

Appendix C
Cost Calculation References

APPENDIX G

PRELIMINARY CONSTRUCTION COST ESTIMATES FOR CONGESTION MANAGEMENT PLAN

G-2PRELIMINARY CONSTRUCTION COST ESTIMATES
FOR
CONGESTION MANAGEMENT PLAN

Add One Lane Each Direction on Freeway	
Asphalt Concrete Pavement	$2,300,000 Per Mile
Portland Cement Concrete Pavement	$2,800,000 Per Mile
Includes: Excavation Paving Section Barrier Shoulder Upgrade Drainage System Traffic Control Mobilization @10% Design @11% Construction Mgt. @12.5%	**Excludes:** Environmental Costs Right of Way Widening of Bridge Structures Added Retaining Walls Added Sound Walls

Widen Existing UC Structures	
Total Cost =	$160 Per Square Foot
Includes: Structure Mobilization @10% Design @11% Construction Mgt. @12.5%	**Excludes:** Environmental Costs Right of Way Traffic Control Ramp Modifications Signal/Lighting Up Grades Drainage Upgrades Added Retaining Walls Added Sound Walls

Diamond Interchanges			
$10,000,000	EACH	NEW IC	Minimal Row/Environmental
$15,000,000	EACH	NEW IC	Includes Row/Environmental
$20,000,000	EACH	EXISTING	Minimal Row/Environmental
$25,000,000	EACH	EXISTING	Includes Row/ Environmental
Includes: Structure Retaining Walls Soil Nail Walls Drainage System Ramps Mobilization @ 10% Design @ 11% Construction Mgt. @ 12.5%		**Excludes:** As listed	

Retaining Walls

Height Feet	Structure Cost $/LF	Mobilization Design Constr. Mgt. $/LF	Total $/LF
4	$190	$70	$260
6	$260	$90	$350
8	$380	$140	$520
10	$430	$150	$580
12	$480	$170	$650
14	$590	$210	$800
16	$660	$240	$900

Excludes: Environmental Costs
Right of Way

12' High Sound Walls (Masonry Block on Footing)

Structure Cost $/Mile	Mobilization Design Constr. Mgt. $/Mile	Total $/Mile
$800,000	$300,000	$1,100,000

Widen Conventional Highway

1.	Add one outside lane (Work includes earthwork, modify existing drainage system and construct AC shoulder section.	
	Asphalt Concrete Pavement	$1,000,000/Mile
2.	Add one outside lane each direction (Work includes earthwork, modify existing drainage system and construct AC shoulder section)	
	Asphalt Concrete Pavement	$2,000,000/Mile
	With Median Concrete Barrier	$2,200,000/Mile
	With Median Double Thrie Beam Barrier	$2,300,000/Mile

Local Interchange Improvements

1.	New Interchange	
	Urban Interchange	$10,000,000 to $17,000,000
	Partial – Cloverleaf Interchange (Work includes new OC structure, earthwork, signal)	$6,000,000
	Diamond Interchange (Work includes new OC structure, earthwork, signal)	$5,000,000

Local Interchange Improvements CONT…		
2.	Reconstruct Existing Interchange	
	Realign and widen existing ramps (to 2 lanes)	$750,000/Each Ramp
	Construct Loop on – ramps (Does not include realigning existing ramp)	$700,000/Each Ramp
	Upgrade existing Diamond IC to Partial – Cloverleaf	$6,000,000
3.	Improve Existing Interchange	
	Widen ramps (From one to two lanes)	$350,000/Each Ramp
	Widen existing OC structure	$110/Sq. Ft.
	Signalize ramp intersection	$90,000/Location
	Upgrade existing signal at ramp terminal	$75,000/Intersection
	Upgrade existing signal at ramp terminal (Add lights only)	$25,000/Each
4.	Ramp Metering System	$60,000/Each location
Intersection Improvements		
1.	Signalization of local intersection (with some roadwork)	$250,000
2.	Upgrade existing intersection signalization	$75,000
3.	Upgrade existing Traffic Controller/Assembles	$40,000/Each
4.	Install new signal	$90,000/location
5.	Add signal heads	$25,000/Intersection
6.	Construct left – turn lane (240' long)	$50,000/Each Location
7.	Street widening (12' wide) (Pavement only)	$180,000/Mile
8.	Curb and gutter (Type A2-8)	$15/LF

Other Improvements		
1.	Construct new OC structure (Does not include roadway work)	$100/Sq. Ft.
2.	Construct Retaining Walls (Type 1)	$285/LF (H=8') $360/LF (H=10') $460/LF (H=12') $560/LF (H=14')
3.	Construct Soundwall	$1,000,000/Mile (H=12')
4.	Traffic Management Plan	10% of total construction costs

NOTE: This cost estimate does not include the following items:

1. R/W engineering, appraisal, acquisition and utilities relocation costs.
2. Minor items and supplemental work (10%).
3. Mobilization (10%).
4. Contingencies (25%).
5. Landscaping costs.

General Note: **When adding a through lane, the minimum distance is 600' approach and 600' departure to the next intersection.**

California
Department of Transportation

Price Index for Selected Highway Construction Items
Second Quarter Ending June 30, 2018

SUMMARY

Index this quarter	**170.53**
Point change from last quarter	**18.15**
Percentage change from last quarter	**11.9%**
Index last 12 months	**146.60**
Point change from previous report	**1.50**
Percentage change from previous report	**1.0%**

Average number of bidders this quarter	**4.15**
Change in number of bidders from last quarter	**-0.77**

Notes: Price indices are computed using the Fisher formula and base year 2007.

Prepared by: Office of Construction Contract Awards
Division of Engineering Services – Program/Project Management and Office Engineer
1727 30th Street, 2nd Floor (MS43)
Sacramento, California 95816
Date: 09/04/2018

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California Department of Transportation

Price Index for Selected Highway Construction Items
2nd Quarter Ending June 30, 2018

Prepared by Division of Engineering Services - Office Engineer

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NOTE: All information shown in the publication was assembled using the 2007 base year.

The California Price Index for Selected Highway Construction Items for the second quarter of 2018 stands at 170.53, up 18.15 points (11.92 percent) from the first quarter of 2018 index of 152.38. The index for the year-to-date (June 30, 2017 through June 30, 2018) is 146.60, up 1.5 points (1.0 percent) from the first quarter of 2018 year-to-date index of 145.10.

Cost decreases were recorded in Roadway Excavation and Portland Cement Concrete (Structure) in the second quarter.

Cost increases were recorded in Aggregate Base, Asphalt Concrete Pavement, Portland Cement Concrete (Pavement), Bar Reinforcing Steel, and Structural Steel in the second quarter.

The average number of bidders per project in the second quarter of 2018 was 4.15, as compared to 4.92 in the first quarter of 2018 and 4.34 in the corresponding quarter of 2017.

Projects Bid Opened
(2nd Quarter of 2018- 04/01/2018 to 06/30/2018)

Engineer's Estimate Range (by $)			Number of Projects	% of Projects	Total $ Value for Projects in this Engineer's Estimate Range	% of Total Cost
Up to 50,000			0	0.00%	$ -	0.000%
50,000	to	100,000	0	0.00%	$ -	0.00%
100,000	to	250,000	0	0.00%	$ -	0.00%
250,000	to	500,000	15	10.20%	$ 6,058,896.61	1.12%
500,000	to	1,000,000	31	21.09%	$ 23,365,249.89	4.33%
1,000,000	to	2,500,000	48	32.65%	$ 82,775,314.93	15.35%
2,500,000	to	5,000,000	26	17.69%	$ 89,561,589.63	16.61%
5,000,000 and above			27	18.37%	$ 337,402,540.87	62.58%
Total			**147**	**100%**	**$ 539,163,591.93**	**100%**

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Construction Item Costs Based on English Units

(Average prices are calculated using all bidders' prices for the selected bid items for all contracts that bid opened that quarter.)

Roadway Excavation: $27.49 per cubic yard

The price decreased $2.71 from the average price of $30.20 per cubic yard last quarter. The bid prices ranged from $1.00 to $1,725 per cubic yard.

Aggregate Base: $35.86 per ton

The price increased $5.16 from the average price of $30.70 per ton last quarter. The bid prices ranged from $13.49 to $1,891 per ton.

Asphalt Concrete Pavement: $120 per ton

The price increased $13.51 from the average price of $106.49 per ton last quarter. The bid prices ranged from $62.00 to $3,125 per ton.

Portland Cement Concrete (Pavement): $659.11 per cubic yard

The price increased $289.47 from the average price of $369.64 per cubic yard last quarter. The bid prices ranged from $440 to $1,800 per cubic yard.

Portland Cement Concrete (Structure): $685.30 per cubic yard

The price decreased $87.39 from the average price of $772.69 per cubic yard last quarter. The bid prices ranged from $355.89 to $12,000 per cubic yard.

Bar Reinforcing Steel: $1.54 per pound

The price decreased $1.07 from the average price of $2.61 per pound last quarter. The bid prices ranged from $1.05 to $34.00 per pound.

Structural Steel: $6.94 per pound

The price increased $5.72 from the average price of $1.22 per pound last quarter. The bid prices ranged from $1.00 to $5,000 per pound.

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EXHIBIT A

Price Index for Selected
Highway Construction Items
2007 = 100, Fisher formula

YEAR	INDEX
1972	11.3
1973	11.4
1974	17.2
1975	17.2
1976	16.5
1977	19.8
1978	22.6
1979	29.3
1980	30.1
1981	34.4
1982	30.9
1983	31.0
1984	36.2
1985	36.0
1986	37.3
1987	39.7
1988	40.5
1989	43.9
1990	44.1
1991	40.4
1992	40.4
1993	42.2
1994	46.2
1995	45.0
1996	45.6
1997	47.6
1998	49.9
1999	52.9
2000	53.5
2001	58.7
2002	53.1
2003	56.6
2004	79.1
2005	98.1
2006	104.1
2007	**100.0**
2008	95.0
2009	78.4
2010	76.8
2011	84.0

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EXHIBIT A

Price Index for Selected Highway Construction Items 2007 = 100, Fisher formula

YEAR		Quarterly Index	Last 12 Months' Index
2012	(1st Quarter)	81.1	82.9
2012	(2nd Quarter)	84.6	81.3
2012	(3rd Quarter)	76.4	79.3
2012	**(4th Quarter)**	**82.8**	**79.2**
2013	(1st Quarter)	117.9	80.7
2013	(2nd Quarter)	134.9	82.5
2013	(3rd Quarter)	81.6	85.7
2013	**(4th Quarter)**	**106.2**	**97.1**
2014	(1st Quarter)	135.3	96.88
2014	(2nd Quarter)	109.11	104.56
2014	(3rd Quarter)	110.39	107.37
2014	**(4th Quarter)**	**120.17**	**108.32**
2015	(1st Quarter)	138.22	107.88
2015	(2nd Quarter)	110.93	109.91
2015	(3rd Quarter)	117.91	119.69
2015	**(4th Quarter)**	**128.21**	**122.02**
2016	(1st Quarter)	127.93	124.29
2016	(2nd Quarter)	130.75	128.71
2016	(3rd Quarter)	145.73	138.13
2016	**(4th Quarter)**	**144.73**	**140.75**
2017	(2nd Quarter)	153.06	145.33
2017	(2nd Quarter)	166.59	148.09
2017	(3rd Quarter)	149.96	152
2017	**(4th Quarter)**	**140.87**	**145.08**
2018	(1st Quarter)	152.38	145.10
2018	(2nd Quarter)	170.53	146.60

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EXHIBIT B

California Department of Transportation Average Highway Contract Prices (English Units)

	Roadway Excavation	Aggregate Base	Asphalt Concrete Pavement	PCC Pavement	PCC Structure	Bar Reinforcing Steel	Structural Steel
	$/CY	$/TON	$/TON	$/CY	$/CY	$/LB	$/LB
1972	0.95	3.21	8.22	19.23	82.08	0.159	0.446
1973	0.75	3.14	9.02	19.24	93.60	0.169	0.635
1974	1.26	4.23	13.01	28.59	115.19	0.329	0.987
1975	1.19	4.70	14.24	30.63	132.10	0.239	0.838
1976	1.32	4.70	13.67	29.64	143.05	0.223	0.504
1977	1.76	5.44	15.15	35.17	150.03	0.239	1.228
1978	1.85	6.18	17.70	41.77	180.77	0.276	0.814
1979	2.36	7.49	22.40	52.39	234.24	0.383	1.960
1980	2.10	8.38	25.51	55.18	235.45	0.378	1.942
1981	3.14	8.63	28.53	59.45	226.84	0.386	2.091
1982	2.58	7.56	24.69	57.10	224.72	0.320	2.155
1983	2.10	9.20	27.57	52.04	225.84	0.335	2.155
1984	3.19	13.67	28.38	55.79	238.48	0.375	2.155
1985	2.77	11.55	30.15	64.13	232.39	0.413	2.288
1986	3.01	12.76	28.82	60.49	249.74	0.412	2.388
1987	2.97	17.57	27.54	70.62	280.40	0.418	2.546
1988	4.16	10.13	27.46	58.66	284.55	0.440	3.956
1989	4.19	10.62	29.43	73.78	303.49	0.483	3.103
1990	4.73	12.05	30.77	68.93	295.24	0.469	2.209
1991	3.08	10.07	33.43	62.64	295.21	0.431	2.284
1992	3.62	9.76	32.46	66.78	265.31	0.419	3.073
1993	4.53	9.89	35.41	66.76	243.79	0.464	2.706
1994	4.68	10.39	37.15	66.45	277.92	0.547	2.334
1995	4.10	10.18	35.29	63.85	298.80	0.499	2.266
1996	3.80	9.74	37.66	65.93	321.88	0.512	2.172
1997	5.25	10.29	36.07	78.48	308.54	0.496	2.337
1998	4.95	11.55	38.78	75.91	319.95	0.553	2.595
1999	6.55	12.86	40.14	77.95	321.22	0.521	3.215
2000	6.21	11.14	45.12	78.14	363.59	0.507	2.754
2001	5.83	14.58	43.89	75.74	425.17	0.612	3.906
2002	4.84	12.42	49.00	74.15	363.50	0.508	3.248
2003	5.05	15.05	48.35	109.96	362.75	0.600	1.710
2004	13.11	16.97	53.55	135.94	399.64	0.947	5.390
2005	14.13	20.61	75.72	171.22	567.31	0.968	2.666
2006	12.80	20.26	86.04	179.67	630.16	1.039	3.734
2007	10.84	20.54	85.48	204.69	566.25	0.935	6.966
2008	11.39	17.90	78.50	177.91	553.62	0.938	5.183
2009	9.37	14.91	80.38	125.41	484.78	0.593	4.492
1st Quarter 2010	26.70	21.79	85.51	116.22	609.73	0.775	3.999
2nd Quarter 2010	11.79	14.49	86.30	148.42	419.24	0.673	1.958
3rd Quarter 2010	5.49	16.61	75.00	131.73	434.65	0.669	8.227
4th Quarter 2010	7.67	12.81	76.54	112.71	547.98	0.788	1.826
Year 2010	**7.94**	**14.20**	**80.25**	**122.82**	**483.64**	**0.716**	**2.149**
1st Quarter 2011	11.37	11.79	84.60	150.76	431.25	0.870	7.212
2nd Quarter 2011	9.71	16.50	93.35	120.87	487.87	0.791	2.328
3rd Quarter 2011	11.56	15.34	97.53	143.76	421.50	0.891	7.255
4th Quarter 2011	13.51	14.49	81.33	147.29	335.31	0.900	2.023
Year 2011	**11.82**	**14.12**	**87.11**	**135.40**	**427.76**	**0.830**	**2.102**
1st Quarter 2012	8.34	16.43	99.70	117.18	506.31	0.878	2.858
2nd Quarter 2012	5.87	13.03	97.06	143.19	465.09	1.008	20.000
3rd Quarter 2012	7.39	13.77	72.92	138.70	454.53	0.907	1.895
4th Quarter 2012	12.73	17.77	94.41	153.24	458.51	0.952	2.586
Year 2012	**8.24**	**14.66**	**89.36**	**132.52**	**461.23**	**0.927**	**2.497**

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EXHIBIT B

California Department of Transportation Average Highway Contract Prices (English Units)

	Roadway Excavation	Aggregate Base	Asphalt Concrete Pavement	PCC Pavement	PCC Structure	Bar Reinforcing Steel	Structural Steel
	$/CY	$/TON	$/TON	$/CY	$/CY	$/LB	$/LB
1st Quarter 2013	13.98	34.74	102.58	135.96	731.69	1.292	11.018
2nd Quarter 2013	20.54	24.91	97.14	470	704.67	1.456	5.263
3rd Quarter 2013	5.47	16.32	100.47	172.27	502.1	0.912	17.647
4th Quarter 2013	16.8	25.14	110.07	159.5	462.23	0.943	8
Year 2013	**8.98**	**18.6**	**100.11**	**157.26**	**538.01**	**1.01**	**5.57**
1st Quarter 2014	22.47	27.26	103.56	242.47	771.12	1.084	3.21
2nd Quarter 2014	15.797	21.58	89.358	188.39	538.387	1.049	7.998
3rd Quarter 2014	14.51	18.14	81.85	227.8	750.82	1.16	13.88
4th Quarter 2014	17.2	25.44	113.1	166.23	582.22	1.18	15.44
Year 2014	**17.49**	**23.1**	**96.97**	**206.22**	**660.64**	**1.12**	**10.132**
1st Quarter 2015	17.4	25.55	116.21	166.41	588.18	1.21	16.46
2nd Quarter 2015	14.2	21.6	106.85	170.56	579.43	1.16	14.77
3rd Quarter 2015	14.28	19.72	84.2	219.78	754.11	1.16	14.63
4th Quarter 2015	17.6	24.55	113.1	219.82	689.72	1.27	16.32
Year 2015	**15.87**	**22.85**	**105.09**	**194.14**	**652.86**	**1.2**	**15.54**
1st Quarter 2016	18.1	23.3	121	194	644	1.41	17.82
2nd Quarter 2016	19.3	22.4	119	202	648	1.74	19.33
3rd Quarter 2016	23.4	26.1	122.6	228	761	1.65	20.7
4th Quarter 2016	23.6	28.2	123.1	219.3	758.9	1.67	20.62
Year 2016	**21.1**	**25**	**121.43**	**210.83**	**702.98**	**1.62**	**19.62**
1st Quarter 2017	25.27	29.44	126.15	221.71	763.32	1.81	22.26
2nd Quarter 2017	26.4	29.44	103.4	640	1131.86	1.27	10.87
3rd Quarter 2017	29.04	30.46	100.84	336.72	678.1	1.04	3.9
4th Quarter 2017	20.94	34.91	87.35	545.98	993.48	1.01	1.44
Year 2017	**25.41**	**31.06**	**104.44**	**436.10**	**891.69**	**1.28**	**9.62**
1st Quarter 2018	30.20	30.70	106.49	369.64	772.69	1.11	3.93
2ndt Quarter 2018	27.49	35.86	120.00	659.11	685.30	1.54	6.94

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Real Property Asking Rates - Banning Area

Figures	APN	Acreage	Square Footage	Sales/Asking Pr	Sale Date	Gross PSF	Adjusted PSF	Consideration	Consideration Description
	419-120-025	1.41	61,420	400,000	11/17/2010	$ 6.51	$ 6.51		
	419-140-057	47.74	2,079,554	26,000,000	7/13/2011	$ 1.25	$ 1.25		
	419-260-059, 057	14.64	637,719	6,150,000	6/19/2015	$ 9.64	$ 6.64	$ (1,347,312)	Rough grading, utilities stubbed, and offsites complete
	419-112-016, 019	10.27	139,392	697,000	11/2/2015	$ 5.00	$ 5.00		
	404-140-002	9.3	406,979	2,395,000	Currently on market	$ 5.88	$ 5.88		
	419-060-018	0.69	30,056	195,000	Currently on market	$ 6.49	$ 6.49		
	537-090-008	2.42	105,472	675,000	Currently on market	$ 6.40	$ 6.40		
						Median PSF	**$ 6.40**		
2/8/17, current listings provided by loopnet, past comps and current listings factored as median psf value for raw value estimate of land for traffic impacts, current listings were exclusive land and commercial listings within immediate 1-2 mile range									

EXHIBIT F-1

2016 TUMF Nexus Update - Arterial Highway Cost Assumptions:

Component Type	Cost Assumptions as published October 18, 2002	Cost Assumption per 2009 Nexus Update October 5, 2009	**Cost Assumption per 2016 Nexus Update**	Description
Terrain 1	$550,000	$628,000	**$692,000**	Construction cost per lane mile - level terrain
Terrain 2	$850,000	$761,000	**$878,000**	Construction cost per lane mile - rolling terrain
Terrain 3	$1,150,000	$895,000	**$1,064,000**	Construction cost per lane mile - mountainous terrain
Landuse 1	$900,000	$1,682,000	**$2,509,000**	ROW cost factor per lane mile - urban areas
Landuse 2	$420,000	$803,000	**$2,263,000**	ROW cost factor per lane mile - suburban areas
Landuse 3	$240,000	$237,000	**$287,000**	ROW cost factor per lane mile - rural areas
Interchange 1	n/a	$43,780,000	**$50,032,000**	Complex new interchange/interchange modification cost
Interchange 2	$20,000,000	$22,280,000	**$25,558,000**	New interchange/interchange modification total cost
Interchange 3	$10,000,000	$10,890,000	**$12,343,000**	Major interchange improvement total cost
Bridge 1	$2,000	$2,880	**$3,180**	Bridge total cost per lane per linear foot
RRXing 1	$4,500,000	$4,550,000	**$6,376,000**	New Rail Grade Crossing per lane
RRXing 2	$2,250,000	$2,120,000	**$2,733,000**	Existing Rail Grade Crossing per lane
Planning	10%	10%	**10%**	Planning, preliminary engineering and environmental assessment costs based on construction cost only
Engineering	25%	25%	**25%**	Project study report, design, permitting and construction oversight costs based on construction cost only
Contingency	10%	10%	**10%**	Contingency costs based on total segment cost
Administration		3%	**4%**	TUMF program administration based on total TUMF eligible network cost
MSHCP		5%	**5%**	TUMF component of MSHCP based on total TUMF eligible construction cost

Appendix D
Highland Springs Road Interchange Cost Estimate

PROJECT

Highland Springs Road Interchange Cost Estimate

EA: *EA: PID:*

PID: District-County-Route:

PM:

Type of Estimate : PSR-PDS

Program Code :

Project Limits : I-10 Highland Springs Road New Interchange Construction

Project Description:

Scope :

Alternative : 1

SUMMARY OF PROJECT COST ESTIMATE

	Current Year Cost	Escalated Cost
TOTAL ROADWAY COST	$ 38,688,700	$ 45,295,129
TOTAL STRUCTURES COST	$ 14,443,000	$ 16,909,267
SUBTOTAL CONSTRUCTION COST	$ 53,131,700	$ 62,204,396
TOTAL RIGHT OF WAY COST	$ 2,000,000	$ 2,100,000
TOTAL CAPITAL OUTLAY COSTS	**$ 55,132,000**	**$ 64,305,000**
PR/ED SUPPORT	$ 7,500,000	$ 7,500,000
PS&E SUPPORT	$ 4,500,000	$ 4,500,000
RIGHT OF WAY SUPPORT	$ 500,000	$ 500,000
CONSTRUCTION SUPPORT	$ 8,500,000	$ 8,500,000
TOTAL SUPPORT COST	**$ 21,000,000**	**$ 21,000,000**
TOTAL PROJECT COST	**$ 76,200,000**	**$ 85,400,000**

If Project has been programmed enter Programmed Amount

	Month	/ Year
Date of Estimate (Month/Year)	7	/ 2018
Estimated Construction Start (Month/Year)	1	/ 2023
Number of Working Days =	400	
Estimated Mid-Point of Construction (Month/Year)	5	/ 2024
Estimated Construction End (Month/Year)	8	/ 2025
Number of Plant Establishment Days	131	

Estimated Project Schedule

PID Approval	xx/xx/xxxx
PA/ED Approval	xx/xx/xxxx
PS&E	xx/xx/xxxx
RTL	xx/xx/xxxx
Begin Construction	xx/xx/xxxx

Reviewed by District O.E. or Cost Estimate Certifier

Office Engineer / Cost Estimate Certifier	Date	Phone
	xx/xx/xxxx	(xxx) xxx-xxxx

Approved by Project Manager

Project Manager	Date	Phone
	xx/xx/xxxx	(xxx) xxx-xxxx

I. ROADWAY ITEMS SUMMARY

	Section		Cost
1	**Earthwork**	$	1,155,000
2	**Pavement Structural Section**	$	10,458,900
3	**Drainage**	$	2,500,000
4	**Specialty Items**	$	500,000
5	**Environmental**	$	1,000,000
6	**Traffic Items**	$	2,350,000
7	**Detours**	$	3,865,000
8	**Minor Items**	$	1,309,800
9	**Roadway Mobilization**	$	2,313,900
10	**Supplemental Work**	$	925,600
11	**State Furnished**	$	925,600.00
12	**Time-Related Overhead**	$	3,647,100.00
13	**Roadway Contingency**	$	7,737,800.00
	TOTAL ROADWAY ITEMS	$	**38,688,700**

Estimate Prepared By : Frank Hoffmann, PE | 7/18/2018 | 619-744-0124

Name and Title | Date | Phone

Estimate Reviewed By : _____

Name and Title | Date | Phone

By signing this estimate you are attesting that you have discussed your project with all functional units and have incorporated all their comments or have discussed with them why they will not be incorporated.

EA: PID:

SECTION 1: EARTHWORK

Item code		Unit	Quantity		Unit Price ($)			Cost
150860	Remove Base and Surfacing	CY	5,000	x	28.00	=	$	140,000
160102	Clearing & Grubbing	LS	1	x	150,000.00	=	$	150,000
190101	Roadway Excavation	LS	1	x	850,000.00	=	$	850,000
198050	Embankment	CY	500	x	30.00	=	$	15,000

TOTAL EARTHWORK SECTION ITEMS $ 1,155,000

SECTION 2: PAVEMENT STRUCTURAL SECTION

Item code		Unit	Quantity		Unit Price ($)			Cost
390137	Rubberized Hot Mix Asphalt	TON	38,074	x	120.00	=	$	4,568,880
260203	Class II Aggregate Base	CY	28,555	x	40.00	=	$	1,142,200
731510	Minor Concrete (Curb, Gutter, Sidewalk, Driveway)	CY	1,711	x	410.00	=	$	701,510
394073	Place Hot Mix Asphalt Dike (Type A)	LF	6,000	x	1.70	=	$	10,200
153103	Cold Plane AC Pavement	SY	1,000	x	2.00	=	$	2,000
832001	Metal Beam Guard Railing	LF	1,000	x	33.00	=	$	33,000
150771	Remove Asphalt Concrete Dike	LF	6,000	x	2.00	=	$	12,000
	Remove Concrete Barrier	LF	5,400	x	30	=	$	162,000
153140	Remove Concrete Sidewalk	SY	670	x	9.00	=	$	6,033
153215	Remove Concrete (Curb & Gutter)	LF	2,200	x	5.00	=	$	11,000
153142	Remove Concrete Island	CY	0	x	40.00	=	$	-
839701	Concrete Barrier (Type 60)	LF	5,400	x	150.00	=	$	810,000
510060	Structural Concrete, Retaining Wall (Type 1)	SF	30,000	x	100.00	=	$	3,000,000

TOTAL PAVEMENT STRUCTURAL SECTION ITEMS $ 10,458,900

EA: PID:

SECTION 3: DRAINAGE

Item code		Unit	Quantity		Unit Price ($)			Cost
650000	Roadway Drainage	LS	1	x	1,500,000.00	=	$	1,500,000
650001	Permanent Treatment BMPs	LS	1	x	1,000,000.00	=	$	1,000,000

TOTAL DRAINAGE ITEMS	$	2,500,000

SECTION 4: SPECIALTY ITEMS

Item code		Unit	Quantity		Unit Price ($)			Cost
074023	Temporary Construction Site BMPs	LS	1	x	500,000	=	$	500,000

TOTAL SPECIALTY ITEMS	$	500,000

EA: PID:

SECTION 5: ENVIRONMENTAL

5A - ENVIRONMENTAL MITIGATION

Item code		Unit	Quantity		Unit Price ($)			Cost	
	Biological Mitigation	LS		x		=	$	-	
130670	Temporary Reinforced Silt Fence	LF		x		=	$	-	
141000	Temporary Fence (Type ESA)	LF		x		=	$	-	
							Subtotal Environmental Mitigation	$	-

5B - LANDSCAPE AND IRRIGATION

Item code		Unit	Quantity		Unit Price ($)			Cost	
20XXXX	Highway Planting	LS	1	x	1,000,000.00	=	$	1,000,000	
20XXXX	Irrigation System	LS		x		=	$	-	
204099	Plant Establishment Work	LS		x		=	$	-	
204101	Extend Plant Establishment Work	LS		x		=	$	-	
20XXXX	Follow-up Landscape Project	LS		x		=	$	-	
150685	Remove Irrigation Facility	LS		x		=	$	-	
20XXXX	Maintain Existing (Irrigation or Planted Areas)	LS		x		=	$	-	
206400	Check and Test Existing Irrigation Facilities	LS		x		=	$	-	
21011X	Imported Topsoil (X)	CY/TON		x		=	$	-	
20XXXX	Rock Blanket, Rock Mulch, DG, Gravel Mulch	SQFT/SQYD		x		=	$	-	
200122	Weed Germination	SQYD		x		=	$	-	
208304	Water Meter	EA		x		=	$	-	
2087XX	XX" Conduit (Use for Irrigation x-overs)	LF		x		=	$	-	
20890X	Extend X" Conduit (Use for Extension of Irrigation x-overs)	LF		x		=	$	-	
							Subtotal Landscape and Irrigation	$	*1,000,000*

5C - EROSION CONTROL

Item code		Unit	Quantity		Unit Price ($)			Cost	
210010	Move In/Move Out (Erosion Control)	EA		x		=	$	-	
210350	Fiber Rolls	LF		x		=	$	-	
210360	Compost Sock	LF		x		=	$	-	
2102XX	Rolled Erosion Control Product (X)	SQFT		x		=	$	-	
21025X	Bonded Fiber Matrix	SQFT/ACRE		x		=	$	-	
210300	Hydromulch	SQFT		x		=	$	-	
210420	Straw	SQFT		x		=	$	-	
210430	Hydroseed	SQFT		x		=	$	-	
210600	Compost	SQFT		x		=	$	-	
210630	Incorporate Materials	SQFT		x		=	$	-	
							Subtotal Erosion Control	$	-

5D - NPDES

Item code		Unit	Quantity		Unit Price ($)			Cost	
130300	Prepare SWPPP	LS		x		=	$	-	
130200	Prepare WPCP	LS		x		=	$	-	
130100	Job Site Management	LS		x		=	$	-	
130330	Storm Water Annual Report	EA		x		=	$	-	
130310	Rain Event Action Plan (REAP)	EA		x		=	$	-	
130320	Storm Water Sampling and Analysis Day	EA		x		=	$	-	
130520	Temporary Hydraulic Mulch	SQYD		x		=	$	-	
130550	Temporary Hydroseed	SQYD		x		=	$	-	
130505	Move-In/Move-Out (Temporary Erosion Control)	EA		x		=	$	-	
130640	Temporary Fiber Roll	LF		x		=	$	-	
130900	Temporary Concrete Washout	LS		x		=	$	-	
130710	Temporary Construction Entrance	EA		x		=	$	-	
130610	Temporary Check Dam	LF		x		=	$	-	
130620	Temporary Drainage Inlet Protection	EA		x		=	$	-	
130730	Street Sweeping	LS		x		=	$	-	
							Subtotal NPDES	$	-

	TOTAL ENVIRONMENTAL	**$**	**1,000,000**

Supplemental Work for NPDES

066595	Water Pollution Control Maintenance Sharing*	LS		x		=	$	-	
066596	Additional Water Pollution Control**	LS		x		=	$	-	
066597	Storm Water Sampling and Analysis***	LS		x		=	$	-	
XXXXXX	Some Item	LS		x		=	$	-	
							Subtotal Supplemental Work for NDPS	$	-

*Applies to all SWPPPs and those WPCPs with sediment control or soil stabilization BMPs.

**Applies to both SWPPPs and WPCP projects.

*** Applies only to project with SWPPPs.

EA: PID:

SECTION 6: TRAFFIC ITEMS

Item code		Unit	Quantity		Unit Price ($)			Cost
560200	Signage and Striping	LS	1	x	250,000.00	=	$	250,000
560551	Lighting & Sign Illumination	LS	1	x	500,000.00	=	$	500,000
860251	Signals & Lighting	LS	3	x	300,000.00	=	$	900,000
861100	Ramp Metering System	EA	4	x	100,000.00	=	$	400,000
	Transportation Management Plan	LS	1	x	300,000.00		$	300,000

Subtotal Traffic Electrical $ *2,350,000*

Subtotal Stage Construction and Traffic Handling $ -

TOTAL TRAFFIC ITEMS $ **2,350,000**

EA: PID:

SECTION 7: DETOURS

Includes constructing, maintaining, and removal

Item code		Unit	Quantity		Unit Price ($)			Cost
190101	Roadway Excavation	CY	13,000	x	20.00	=	$	260,000
19801X	Imported Borrow	CY/TON		x		=	$	-
390132	Hot Mix Asphalt (Type A)	TON	10,700	x	100.00	=	$	1,070,000
26020X	Class 2 Aggregate Base	TON/CY	8,025	x	40.00	=	$	321,000
250401	Class 4 Aggregate Subbase	CY		x		=	$	-
130620	Temporary Drainage Inlet Protection	EA	20	x	300.00	=	$	6,000
129000	Temporary Railing (Type K)	LF	35,200	x	40.00	=	$	1,408,000
128601	Temporary Signal System	LS	2	x	50,000.00	=	$	100,000
120149	Temporary Pavement Marking (Paint)	SQFT	30,000	x	5.00	=	$	150,000
80010X	Temporary Fence (Type X)	LF	10,000	x	5.00	=	$	50,000
XXXXXX	Some Item	LS	1	x	500,000.00	=	$	500,000

TOTAL DETOURS $ **3,865,000**

SUBTOTAL SECTIONS 1 through 7 $ 21,828,900

SECTION 8: MINOR ITEMS

8A - Americans with Disabilities Act Items						
ADA Items			1.0%	$	218,289	
8B - Bike Path Items						
Bike Path Items			1.0%	$	218,289	
8C - Other Minor Items						
Other Minor Items			4.0%	$	873,156	
Total of Section 1-7	$	21,828,900	x 6.0%	= $	1,309,734	

TOTAL MINOR ITEMS $ **1,309,800**

SECTIONS 9: MOBILIZATION

Item code							
999990	Total Section 1-8	$	23,138,700	x 10%	= $	2,313,870	

TOTAL MOBILIZATION $ **2,313,900**

SECTION 10: SUPPLEMENTAL WORK

Item code		Unit	Quantity		Unit Price ($)			Cost
066670	Payment Adjustments For Price Index Fluctuations	LS		x		=	$	-
066094	Value Analysis	LS		x		=	$	-
066070	Maintain Traffic	LS		x		=	$	-
066919	Dispute Resolution Board	LS		x		=	$	-
066921	Dispute Resolution Advisor	LS		x		=	$	-
066015	Federal Trainee Program	LS		x		=	$	-
066610	Partnering	LS		x		=	$	-
066204	Remove Rock and Debris	LS		x		=	$	-
066222	Locate Existing Crossover	LS		x		=	$	-
XXXXXX	Some Item	Unit		x		=	$	-

*Cost of **NPDES** Supplemental Work specified in Section 5D* = $ -

Total Section 1-8 $ 23,138,700 4% = $ 925,548

TOTAL SUPPLEMENTAL WORK $ **925,600**

SECTION 11: STATE FURNISHED MATERIALS AND EXPENSES

Item code		Unit	Quantity		Unit Price ($)		Cost
066105	Resident Engineers Office	LS		x		=	$0
066063	Traffic Management Plan - Public Information	LS		x		=	$0
066901	Water Expenses	LS		x		=	$0
8609XX	Traffic Monitoring Station (X)	LS		x		=	$0
066841	Traffic Controller Assembly	LS		x		=	$0
066840	Traffic Signal Controller Assembly	LS		x		=	$0
066062	COZEEP Contract	LS		x		=	$0
066838	Reflective Numbers and Edge Sealer	LS		x		=	$0
066065	Tow Truck Service Patrol	LS		x		=	$0
066916	Annual Construction General Permit Fee	LS		x		=	$0
XXXXXX	Some Item	Unit		x		=	$0
	Total Section 1-8		$ 23,138,700		4%	= $	925,548

TOTAL STATE FURNISHED	$925,600

SECTION 12: TIME-RELATED OVERHEAD

Total of Roadway and Structures Contract Items excluding Mobilization $36,470,700 (used to calculate TRO)

Total Construction Cost (excluding TRO and Contingency) $41,746,800 (used to check if project is greater than $5 million excluding contingency)

Estiamted Time-Releated Overhead (TRO) Percentage (0% to 10%) = **10%**

Item code		Unit	Quantity		Unit Price ($)		Cost
070018	Time-Related Overhead	WD	400	X	$9,118	=	$3,647,100

TOTAL TIME-RELATED OVERHEAD	$3,647,100

Note: If the building portion of the project is greater than 50% of the total project cost, then TRO is not included.

SECTION 13: ROADWAY CONTINGENCY

Recommended Contingency: (Pre-PSR 30%-50%, PSR 25%, Draft PR 20%, PR 15%, after PR approval 10%, Final PS&E 5%)

Total Section 1-12	$	30,950,900	x	**25%**	=	$7,737,725

TOTAL CONTINGENCY	$7,737,800

EA: PID:

II. STRUCTURE ITEMS

Bridge 1

DATE OF ESTIMATE	00/00/00			00/00/00			00/00/00	
Bridge Name	Remove Existing			Shoring			xxxxxxxxxxxxxxxxxx	
Bridge Number	57-XXX			57-XXX			57-XXX	
Structure Type	xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx	
Width (Feet) [out to out]	140	LF		200	LF		0	LF
Total Bridge Length (Feet)	160	LF		25	LF		0	LF
Total Area (Square Feet)	22400	SQFT		5000	SQFT		0	SQFT
Structure Depth (Feet)	0	LF		0	LF		0	LF
Footing Type (pile or spread)	xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx	
Cost Per Square Foot	$50			$200			$0	
COST OF EACH	**$1,120,000**			**$1,000,000**			**$0**	

DATE OF ESTIMATE	00/00/00			00/00/00			00/00/00	
Name	xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx	
Bridge Number	57-XXX			57-XXX			57-XXX	
Structure Type	xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx	
Width (Feet) [out to out]	185	LF		0	LF		0	LF
Total Length (Feet)	180	LF		0	LF		0	LF
Total Area (Square Feet)	33300	SQFT		0	SQFT		0	SQFT
Structure Depth (Feet)	0	LF		0	LF		0	LF
Footing Type (pile or spread)	xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx			xxxxxxxxxxxxxxxxxx	
Cost Per Square Foot	$300			$0			$0	
COST OF EACH	**$9,990,000**			**$0**			**$0**	

			$0.00	$0.00	$0.00	$0.00
1	0		1	0	1	0

TOTAL COST OF BRIDGES	**$11,110,000**
TOTAL COST OF BUILDINGS	**$0**

Structures Mobilization Percentage	10%	**$1,111,000**

Recommended Contingency: (Pre-PSR 30%-50%, PSR 25%, Draft PR 20%, PR 15%, after PR approval 10%, Final PS&E 5%)

Structures Contingency Percentage	20%	**$2,222,000**

TOTAL COST OF STRUCTURES	**$14,443,000**

Estimate Prepared By: _____ _____

XXXXXXXXXXXXXXXX ------ Division of Structures — Date

EA: PID:

III. RIGHT OF WAY

Fill in all of the available information from the Right of Way data sheet.

A)	A1)	Acquisition, including Excess Land Purchases, Damages & Goodwill, Fees		$	1,000,000
	A2)	SB-1210		$	0
B)	Acquisition of Offsite Mitigation			$	0
C)	C1)	Utility Relocation (State Share)		$	0
	C2)	Potholing (Design Phase)		$	0
D)	Railroad Acquisition			$	0
E)	Clearance / Demolition			$	0
F)	Relocation Assistance (RAP and/or Last Resort Housing Costs)			$	0
G)	Title and Escrow			$	0
H)	Environmental Review			$	
I)	Condemnation Settlements		0%	$	0
J)	Design Appreciation Factor		0%	$	0
K)	Utility Relocation (Construction Cost)			$	1,000,000

L)	**TOTAL RIGHT OF WAY ESTIMATE**	**$2,000,000**
M)	**TOTAL R/W ESTIMATE: Escalated**	**$2,100,000**
N)	**RIGHT OF WAY SUPPORT**	

Support Cost Estimate Prepared By _____ Project Coordinator[1] _____ Phone

Utility Estimate Prepared By _____ Utiliy Coordinator[2] _____ Phone

R/W Acquistion Estimate Prepared By _____ Right of Way Estimator[3] _____ Phone

Note: Items G & H applied to items A + B

[1] When estimate has Support Costs only [2] When estimate has Utility Relocation [3] When R/W Acquisition is required

DO NOT PRINT THIS SHEET AS PART OF COST ESTIMATE ATTACHMENT TO PROJECT INITIATION OR APPROVAL DOCUMENTS.

EA: PID:

IV. SUPPORT COST ESTIMATE SUMMARY

Note: Use PRSM project data.

Total by FY		Escalated Support Cost for Estimate To Completion (ETC)				
		PA&ED	PS&E	RW	CON	Total $
< 2010	Expended					
	ETC					
2011	Expended					
	ETC					
2012	Expended					
	ETC					
2013	Expended					
	ETC					
2014	Expended					
	ETC					
2015	Expended					
	ETC					
2016	Expended					
	ETC					
2017	Expended					
	ETC					
2018	Expended					
	ETC					
2019	Expended					$2,500,000
	ETC	$2,500,000				
2020	Expended					$2,500,000
	ETC	$2,500,000				
2021	Expended					$5,250,000
	ETC	$2,500,000	$2,500,000	$250,000		
2022	Expended					$2,250,000
	ETC		$2,000,000	$250,000		
2023	Expended					$3,000,000
	ETC				$3,000,000	
2024	Expended					$3,000,000
	ETC				$3,000,000	
2025 >	Expended					$2,500,000
	ETC				$2,500,000	
EAC (Expended + ETC)		$7,500,000	$4,500,000	$500,000	$8,500,000	$21,000,000
Approved Budget (PRSM)						
Difference (Budget - EAC)		-$7,500,000	-$4,500,000	-$500,000	-$8,500,000	-$21,000,000
Support Ratio (EAC / Cap Cost)		13.6%	8.2%	0.9%	15.4%	38.1%

Total Capital Cost:	**$55,132,000**
Total Capital Outlay Support Cost:	**$21,000,000**
Overall Percent Support Cost:	**38.09%**

PRSM workplan hours/costs verified against approved MWA:

Office Chief - _____ Date _____

Approved by:

Project Control - _____ Date _____

Appendix E
Improvement Cost Calculation Worksheets

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **1** **Highland Springs Avenue/16th Street-Cougar Way**

Improvements: Install a traffic signal. NBT, NBR with overlap,SBT, 2 SBL, 2 WBL, WBR with overlap. These improvements are included as project design features from the Butterfield Specific Plan dated

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Roadway widening	NBT	0.44 mile	$180,000/mile	$	79,200
Curb and Gutter	NBT	600 LF	$15/LF	$	9,000
Construct right turn lane	NBR with overlap	1	$50,000/lane	$	50,000
Roadway widening	NBR	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	NBR	600 LF	$15/LF	$	9,000
Construct left turn lane	SBL	2	$50,000/lane	$	100,000
Construct through lane	SBT	1	$50,000/lane	$	50,000
Roadway widening	SBR	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	SBR	300 LF	$15/LF	$	4,500
Construct right turn lane	WBR with overlap	1	$50,000/lane	$	50,000
Roadway widening	WBR	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	WBR	600 LF	$15/LF	$	9,000
Construct left turn lane	WBL	2	$50,000/lane	$	100,000
Roadway widening	WBL	0.22 mile	$180,000/mile	$	39,600
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Subtotal				$	606,100
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	60,610
Mobilization			10%	$	60,610
Contingencies			25%	$	151,530
Intersection Subtotal				$	1,128,850
Right-of-Way		90,330	$6.4/square feet	$	578,100
Total				$	1,706,950

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **2** **Highland Springs Avenue/F Street**

Improvements: Install a traffic signal. NBT,SBT, SBL. These improvements are included as project design features from the Butterfield Specific Plan dated September 2016.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Curb and Gutter	NBT	350 LF	$15/LF	$	5,300
Roadway widening	SBT	0.33 mile	$180,000/mile	$	59,400
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Roadway widening	SBL	0.11 mile	$180,000/mile	$	19,800
Curb and Gutter	SBT	1200	$15/LF	$	18,000
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	600 LF	$15/LF	$	9,000
Roadway widening	WBT	0.11 mile	$180,000/mile	$	19,800
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Subtotal				$	360,100
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	36,010
Mobilization			10%	$	36,010
Contingencies			25%	$	90,030
Intersection Subtotal				$	772,150
Right-of-Way		56,000	$6.4/square feet	$	358,400
Total				$	1,130,550

Int: **3** **Highland Springs Avenue/Oak Valley Parkway-B Street**

Improvements: Add 2nd NBL, SBT. The SBT is included as a project design feature from the Butterfield Specific Plan Amendment dated September 2016.

Items	Lane	Units	Unit Cost		Total Cost
Curb and Gutter	NBT	1200 LF	$15/LF	$	18,000
Roadway widening	NBT	0.16 mile	$180,000/mile	$	28,800
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	SBT	1	$50,000/lane	$	50,000
Roadway widening	SBT	0.11 mile	$180,000/mile	$	19,800
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	600 LF	$15/LF	$	9,000
Roadway widening	WBT	0.11 mile	$180,000/mile	$	19,800
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Upgrade existing signal		--	$75,000/each	$	75,000
Subtotal				$	408,200
Minor Items/Supplemental Work			10%	$	40,820
Mobilization			10%	$	40,820
Contingencies			25%	$	102,050
Intersection Subtotal				$	666,890
Right-of-Way		75,000	$6.4/square feet	$	480,000
Total				$	1,146,890

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **4** **Highland Springs Avenue/Starlight Avenue -A Street**

Improvements: Install a traffic signal. Add NBR, SBL, SBR, EBR, WBL. The SBL is included as a project design feature from the Butterfield Specific Plan Amendment dated September 2016.

Items	Lane	Units	Unit Cost		Total Cost
Curb and Gutter	NBT	600 LF	$15/LF	$	9,000
Roadway widening	NBT	0.11 mile	$180,000/mile	$	19,800
Construct right turn lane	NBR	1	$50,000/lane	$	50,000
Curb and Gutter	NBR	300 LF	$15/LF	$	4,500
Roadway widening	NBR	0.05 mile	$180,000/mile	$	9,000
Construct through lane	SBT	1	$50,000/lane	$	50,000
Roadway widening	SBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Roadway widening	SBL	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	SBR	1	$50,000/lane	$	50,000
Roadway widening	SBR	0.05 mile	$180,000/mile	$	9,000
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	600 LF	$15/LF	$	9,000
Roadway widening	WBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Construct right turn lane	EBR	1	$50,000/lane	$	50,000
Subtotal				$	557,500
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	55,750
Mobilization			10%	$	55,750
Contingencies			25%	$	139,380
Intersection Subtotal				$	1,058,380
Right-of-Way		68,000	$6.4/square feet	$	435,200
Total				$	1,493,580

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **5** **Highland Springs Avenue/Wilson Street**
Improvements: Add 2nd SBL, 2nd WBL.

Items	Lane	Units	Unit Cost		Total Cost
Roadway widening	NBT	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	NBR	350 LF	$15/LF	$	5,300
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Roadway widening	SBR	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	SBR	250 LF	$15/LF	$	3,800
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.22 mile	$180,000/mile	$	39,600
Curb and Gutter	WBR	600 LF	$15/LF	$	9,000
Subtotal				$	175,700
Minor Items/Supplemental Work			10%	$	17,570
Mobilization			10%	$	17,570
Contingencies			25%	$	43,930
Intersection Subtotal				$	254,770
Right-of-Way		48,000	$6.4/square feet	$	307,200
Total				$	561,970

Int: **6** **Highland Springs Avenue/Ramsey Street**
Improvements: Add 2nd NBL, 2nd SBL, 2nd WBL.

Items	Lane	Units	Unit Cost		Total Cost
Curb and Gutter	NBR	250 LF	$15/LF	$	3,800
Roadway widening	NBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	SBR	250 LF	$15/LF	$	3,800
Roadway widening	SBT	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Roadway widening	SBL	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Upgrade existing signal		--	$75,000/each	$	75,000
Subtotal				$	279,400
Minor Items/Supplemental Work			10%	$	27,940
Mobilization			10%	$	27,940
Contingencies			25%	$	69,850
Engineering and Planning			10%	$	27,940
Intersection Subtotal				$	433,070
Right-of-Way		7,200	$6.4/square feet	$	46,100
Total				$	479,170

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **9** **Highland Springs Avenue/Sun Lakes Boulevard**
Improvements: Add NBR, 2nd SBL, 2 WBL, Re-stripe WBL to WBT.

Items	Lane	Units	Unit Cost		Total Cost
Construct right turn lane	NBR	1	$50,000/lane	$	50,000
Curb and Gutter	NBR	400 LF	$15/LF	$	6,000
Roadway widening	NBT	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Construct left turn lane	WBL	2	$50,000/lane	$	100,000
Curb and Gutter	EBT	350 LF	$15/LF	$	5,300
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Curb and Gutter	WBT	500 LF	$15/LF	$	7,500
Subtotal				$	247,600
Minor Items/Supplemental Work			10%	$	24,760
Mobilization			10%	$	24,760
Contingencies			25%	$	61,900
Engineering and Planning			10%	$	24,760
Intersection Subtotal				$	383,780
Right-of-Way		15,000	$6.4/square feet	$	96,000
Property Value				$	75,000
Total				$	554,780

Int: **10** **Highland Springs Avenue/Potrero Boulevard**
Improvements: Install a traffic signal.

Items	Lane	Units	Unit Cost		Total Cost
Install new traffic signal		--	$250,000/each	$	250,000
Total				$	250,000

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **11** **C Street-Apex Avenue/Wilson Street**
Improvements: Install a traffic signal. Add EBL, WBT.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	1200 LF	$15/LF	$	18,000
Roadway widening	WBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	EBL	1	$50,000/lane	$	50,000
Roadway widening	EBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	SBT	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	600 LF	$15/LF	$	9,000
Roadway widening	SBT	0.11 mile	$180,000/mile	$	19,800
Construct through lane	NBT	1	$50,000/lane	$	50,000
Curb and Gutter	NBT	600 LF	$15/LF	$	9,000
Roadway widening	NBT	0.11 mile	$180,000/mile	$	19,800
Subtotal				$	324,200
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	32,420
Mobilization			10%	$	32,420
Contingencies			25%	$	81,050
Intersection Subtotal				$	720,090
Right-of-Way		51,000	$6.4/square feet	$	326,400
Total				$	1,046,490

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **12** **Highland Home Road/Beaumont Road-G St**
Improvements: Install a traffic signal. Add NBT, NBR, SBL, WBL.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	2	$50,000/lane	$	100,000
Curb and Gutter	NBT	600 LF	$15/LF	$	9,000
Roadway widening	NBT	0.44 mile	$180,000/mile	$	79,200
Construct right turn lane	NBR	1	$50,000/lane	$	50,000
Curb and Gutter	NBR	600 LF	$15/LF	$	9,000
Roadway widening	NBR	0.05 mile	$180,000/mile	$	9,000
Construct through lane	SBT	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	1200 LF	$15/LF	$	18,000
Roadway widening	SBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Roadway widening	SBL	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Curb and Gutter	WBL	600 LF	$15/LF	$	9,000
Roadway widening	WBL	0.11 mile	$180,000/mile	$	19,800
Construct right turn lane	WBR	1	$50,000/lane	$	50,000
Roadway widening	WBR	0.11 mile	$180,000/mile	$	19,800
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Subtotal				$	661,000
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	66,100
Mobilization			10%	$	66,100
Contingencies			25%	$	165,250
Intersection Subtotal				$	1,208,450
Right-of-Way		190,240	$6.4/square feet	$	1,217,500
Total				$	2,425,950

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **13** **Highland Home Road/F Street**

Improvements: Install a traffic signal. Add NBL. The NBL is included as a project design feature from the Butterfield Sp

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Curb and Gutter	NBT	1200 LF	$15/LF	$	18,000
Roadway widening	NBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	SBT	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	1200 LF	$15/LF	$	18,000
Roadway widening	SBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Curb and Gutter	WBL	600 LF	$15/LF	$	9,000
Roadway widening	WBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Subtotal				$	442,600
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	44,260
Mobilization			10%	$	44,260
Contingencies			25%	$	110,650
Intersection Subtotal				$	891,770
Right-of-Way		192,820	$6.4/square feet	$	1,234,000
Total				$	2,125,770

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **14** **Highland Home Road/D Street**
Improvements: Install a traffic signal. Add NBL.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Curb and Gutter	NBT	1200 LF	$15/LF	$	18,000
Roadway widening	NBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	SBT	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	1200 LF	$15/LF	$	18,000
Roadway widening	SBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Curb and Gutter	WBL	600 LF	$15/LF	$	9,000
Roadway widening	WBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Subtotal				$	442,600
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	44,260
Mobilization			10%	$	44,260
Contingencies			25%	$	110,650
Intersection Subtotal				$	891,770
Right-of-Way		147,880	$6.4/square feet	$	946,400
Total				$	1,838,170

Int: **15** **Highland Home Road/Wilson Street**
Improvements: Install a traffic signal. Add NBT, 2 SBL, SBT, WBR with overlap.

Construct through lane	NBT	1	$50,000/lane	$	50,000
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	SBT	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	600 LF	$15/LF	$	9,000
Roadway widening	SBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	SBL	2	$50,000/lane	$	100,000
Roadway widening	SBL	0.22 mile	$180,000/mile	$	39,600
Subtotal				$	338,200
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	33,820
Mobilization			10%	$	33,820
Contingencies			25%	$	84,550
Intersection Subtotal				$	740,390
Right-of-Way		46,500	$6.4/square feet	$	297,600
Utility Relocation and Storm Drain				$	315,000
Total				$	1,352,990

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **16** **Highland Home Road/Ramsey Street**
Improvements: Install a traffic signal with overlap to WBR. Re-stripe EBL

Construct right turn lane	WBR	1	$50,000/lane	$	50,000
Subtotal				$	50,000
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	5,000
Mobilization			10%	$	5,000
Contingencies			25%	$	12,500
Intersection Subtotal				$	322,500
Property Value				$	15,000
Total				$	337,500

Int: **17** **Highland Home Road/Sun Lakes Boulevard–Westward Avenue**
Improvements: Install a traffic signal. Add NBL, SBL

Items	Lane	Units	Unit Cost		Total Cost
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Curb and Gutter	NBT	600 LF	$15/LF	$	9,000
Roadway widening	NBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	EBL	1	$50,000/lane	$	50,000
Roadway widening	EBL	0.05 mile	$180,000/mile	$	9,000
Roadway widening	EBT	0.33 mile	$180,000/mile	$	59,400
Curb and Gutter	WBT	1200 LF	$15/LF	$	18,000
Roadway widening	WBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.05 mile	$180,000/mile	$	9,000
Subtotal				$	313,800
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	31,380
Mobilization			10%	$	31,380
Contingencies			25%	$	78,450
Intersection Subtotal				$	705,010
Right-of-Way		95,500	$6.4/square feet	$	611,200
Utilites				$	865,000
Total				$	2,181,210

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **18** **Sunset Avenue/Wilson Street**

Improvements: Install a traffic signal. Add 2nd NBL, Re-stripe NBR-NBT, NBR,SBL, SBR with overlap, add 2nd EBL, 2nd EBT,WBR with overlap, WBT

Items	Lane	Units	Unit Cost		Total Cost
Curb and Gutter	NBR	150 LF	$15/LF	$	2,300
Construct through lane	NBT	1	$50,000/lane	$	50,000
Roadway widening	NBT	0.22 mile	$180,000/mile	$	39,600
Construct right turn lane	SBR with overlap	1	$50,000/lane	$	50,000
Roadway widening	SBR with overlap	0.11 mile	$180,000/mile	$	19,800
Curb and Gutter	SBR with overlap	600 LF	$15/LF	$	9,000
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBR	325 LF	$15/LF	$	4,900
Roadway widening	EBT	0.22 mile	$180,000/mile	$	39,600
Roadway widening	EBT	0.33 mile	$180,000/mile	$	59,400
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	600 LF	$15/LF	$	9,000
Roadway widening	WBT	0.22 mile	$180,000/mile	$	39,600
Construct right turn lane	WBR with overlap	1	$50,000/lane	$	50,000
Curb and Gutter	WBR with overlap	600 LF	$15/LF	$	9,000
Roadway widening	WBR with overlap	0.05 mile	$180,000/mile	$	9,000
Subtotal				$	491,200
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	49,120
Mobilization			10%	$	49,120
Contingencies			25%	$	122,800
Intersection Subtotal				$	962,240
Right-of-Way		76,000	$6.4/square feet	$	486,400
Property Value				$	570,000
Total				$	2,018,640

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **19** **Sunset Avenue/Ramsey Street**
Improvements: Add 2nd NBL, NBR, SBR with Overlap, EBR with Overlap, 2nd WBL.

Items	Lane	Units	Unit Cost		Total Cost
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.02 mile	$180,000/mile	$	3,600
Construct right turn lane	NBR	1	$50,000/lane	$	50,000
Curb and Gutter	NBR	125 LF	$15/LF	$	1,900
Roadway widening	NBR	0.02 mile	$180,000/mile	$	3,600
Construct right turn lane	SBR	1	$50,000/lane	$	50,000
Roadway widening	SBR	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	SBR	325 LF	$15/LF	$	4,900
Construct right turn lane	EBR	1	$50,000/lane	$	50,000
Curb and Gutter	EBR	350 LF	$15/LF	$	5,300
Roadway widening	EBR	0.05 mile	$180,000/mile	$	9,000
Construct through lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.05 mile	$180,000/mile	$	9,000
Upgrade existing signal		--	$75,000/each	$	75,000
Subtotal				$	371,300
Minor Items/Supplemental Work			10%	$	37,130
Mobilization			10%	$	37,130
Contingencies			25%	$	92,830
Engineering and Planning			10%	$	37,130
Intersection Subtotal				$	575,520
Right-of-Way		15,700	$6.4/square feet	$	100,500
Property and Utilities				$	270,000
Total				$	946,020

Int: **20** **Sunset Avenue/I-10 Westbound Ramps**
Improvements: Add free SBR.

Items	Lane	Units	Unit Cost		Total Cost
Construct right turn lane	SBR	1	$50,000/lane	$	50,000
Curb and Gutter	SBR	125 LF	$15/LF	$	1,900
Roadway widening	SBR	0.03 mile	$180,000/mile	$	5,400
Subtotal				$	57,300
Minor Items/Supplemental Work			10%	$	5,730
Mobilization			10%	$	5,730
Contingencies			25%	$	14,330
Engineering and Planning			10%	$	5,730
Intersection Subtotal				$	88,820
Right-of-Way		1,660	$6.4/square feet	$	10,600
Utilities				$	60,000
Total				$	159,420

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **21** **Sunset Avenue/I-10 Eastbound Ramps**
Improvements: Add 2 EBL.

Items	Lane	Units	Unit Cost		Total Cost
Construct left turn lane	EBL	2	$50,000/lane	$	100,000
Curb and Gutter	EBL	400 LF	$15/LF	$	6,000
Roadway widening	EBL	0.15 Mile	$180,000/mile	$	27,000
Upgrade existing signal		--	$75,000/each	$	75,000
Subtotal				$	208,000
Minor Items/Supplemental Work			10%	$	20,800
Mobilization			10%	$	20,800
Contingencies			25%	$	52,000
Engineering and Planning			10%	$	20,800
Intersection Subtotal				$	322,400
Right-of-Way		27,000	$6.4/square feet	$	172,800
Utilities				$	45,000
Total				$	540,200

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **22** **Sunset Avenue/Lincoln Street**
Improvements: Install a traffic signal. Add NBL, NBT, SBT, SBL, 2 EBL, WBL, WBT, WBR.

Items	Lane	Units	Unit Cost		Total Cost
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	NBT	1	$50,000/lane	$	50,000
Curb and Gutter	NBT	1200 LF	$15/LF	$	18,000
Roadway widening	NBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Roadway widening	SBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	SBT	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	1200 LF	$15/LF	$	18,000
Roadway widening	SBT	0.33 mile	$180,000/mile	$	59,400
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBR	1200 LF	$15/LF	$	18,000
Roadway widening	WBT	0.33 mile	$180,000/mile	$	59,400
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	EBT	600 LF	$15/LF	$	3,400
Roadway widening	EBT	0.22 mile	$180,000/mile	$	19,800
Construct left turn lane	EBL	2	$50,000/lane	$	100,000
Roadway widening	EBL	0.05 mile	$180,000/mile	$	9,000
Subtotal				$	671,600
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	67,160
Mobilization			10%	$	67,160
Contingencies			25%	$	167,900
Intersection Subtotal				$	1,223,820
Right-of-Way		142,000	$6.4/square feet	$	908,800
Utilities				$	810,000
Total				$	2,942,620

Int: **24** **Sunrise Avenue/Wilson Street**
Improvements: Install a traffic signal, add EBTL

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.22 mile	$180,000/mile	$	19,800
Subtotal				$	78,800
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	7,880
Mobilization			10%	$	7,880
Contingencies			25%	$	19,700
Intersection Subtotal				$	364,260
Right-of-Way		16,500	$6.4/square feet	$	105,600
Total				$	469,860

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **25** **16th St/Wilson Street**
Improvements: Install a traffic signal.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Curb and Gutter	NBT	600 LF	$15/LF	$	9,000
Roadway widening	NBT	0.11 mile	$180,000/mile	$	19,800
Construct through lane	SBT	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	600 LF	$15/LF	$	9,000
Roadway widening	SBT	0.11 mile	$180,000/mile	$	19,800
Subtotal				$	157,600
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	15,760
Mobilization			10%	$	15,760
Contingencies			25%	$	39,400
Intersection Subtotal				$	478,520
Right-of-Way		20,000	$6.4/square feet	$	128,000
Total				$	606,520

Int: **26** **8th St/Wilson Street**
Improvements: Install a traffic signal. Add NBL, SBL, WBR.

Items	Lane	Units	Unit Cost		Total Cost
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Construct right turn lane	WBR	1	$50,000/lane	$	50,000
Subtotal				$	150,000
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	15,000
Mobilization			10%	$	15,000
Contingencies			25%	$	37,500
Engineering and Planning			10%	$	15,000
Intersection Subtotal				$	482,500
Right-of-Way		20,000	$6.4/square feet	$	128,000
Total				$	610,500

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **27** **8th St/Ramsey Street**
Improvements: Add NBL, Re-stripe EBR-EBT, EBR, WBL.

Items	Lane	Units	Unit Cost		Total Cost
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.02 miles	$180,000/mile	$	3,600
Curb and Gutter	WBT	100 LF	$15/LF	$	1,500
Roadway widening	EBR	0.03 miles	$180,000/mile	$	5,400
Curb and Gutter	EBR	275 LF	$15/LF	$	4,100
Subtotal				$	114,600
Minor Items/Supplemental Work			10%	$	11,460
Mobilization			10%	$	11,460
Contingencies			25%	$	28,650
Engineering and Planning			10%	$	11,460
Intersection Subtotal				$	177,630
Right-of-Way		2,000	$6.4/square feet	$	12,800
Utilities & Private Improvements				$	40,000
Total				$	230,430

Int: **28** **8th St/I-10 Westbound Ramps**
Improvements: Install a traffic signal. Add NBL, NBT, SBR, WBTR.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Construct right turn lane	SBR	1	$50,000/lane	$	50,000
Construct through lane	WBT	1	$50,000/lane	$	50,000
Subtotal				$	200,000
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	20,000
Mobilization			10%	$	20,000
Contingencies			25%	$	50,000
Engineering and Planning			10%	$	20,000
Intersection Subtotal				$	560,000
Utilities				$	35,000
Total				$	595,000

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **29** **8th St/I-10 Eastbound Ramps**
Improvements: Add SBL, NBT, NBR, EBL, Free EBR.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Roadway widening	NBT	0.11 mile	$180,000/mile	$	19,800
Construct right turn lane	NBR	1	$50,000/lane	$	50,000
Curb and Gutter	NBR	300 LF	$15/LF	$	4,500
Roadway widening	NBR	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Construct left turn lane	EBL	1	$50,000/lane	$	50,000
Roadway widening	EBL	0.11 mile	$180,000/mile	$	19,800
Construct right turn lane	EBR	1	$50,000/lane	$	50,000
Curb and Gutter	EBR	600 LF	$15/LF	$	9,000
Roadway widening	EBR	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	SBT	300 LF	$15/LF	$	9,000
Railroad Underpass Widening	1 lane	1,000 LF	$2,880/lane/LF	$	360,000
Upgrade existing signal		--	$75,000/each	$	75,000
Subtotal				$	765,100
Minor Items/Supplemental Work			10%	$	76,510
Mobilization			10%	$	76,510
Contingencies			25%	$	191,280
Engineering and Planning			10%	$	76,510
Intersection Subtotal				$	1,185,910
Right-of-Way		7,000	$6.4/square feet	$	44,800
Utilities				$	10,000
Total				$	1,240,710

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **30** **8th Street/Lincoln Street**
Improvements: Install a traffic signal. Add NBL, 2 SBL, SBT, 2 EBL, EBT, WBL, WBT.

Items	Lane	Units	Unit Cost		Total Cost
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	NBT	900 LF	$15/LF	$	13,500
Construct through lane	SBT	1	$50,000/lane	$	50,000
Roadway widening	SBT	0.11 mile	$180,000/mile	$	39,600
Construct left turn lane	SBL	2	$50,000/lane	$	100,000
Roadway widening	SBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	1200 LF	$15/LF	$	18,000
Roadway widening	EBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	EBL	2	$50,000/lane	$	100,000
Roadway widening	EBL	0.11 mile	$180,000/mile	$	19,800
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	1200 LF	$15/LF	$	18,000
Roadway widening	WBT	0.22 mile	$180,000/mile	$	39,600
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.05 mile	$180,000/mile	$	9,000
Subtotal				$	675,900
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	67,590
Mobilization			10%	$	67,590
Contingencies			25%	$	168,980
Intersection Subtotal				$	1,230,060
Right-of-Way		90,000	$6.4/square feet	$	576,000
Utilities				$	650,000
Total				$	2,456,060

Int: **31** **4th St/Wilson Street**
Improvements: Install a traffic signal.

Items	Lane	Units	Unit Cost		Total Cost
Install new traffic signal		--	$250,000/each	$	250,000
Total				$	250,000

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **32** **San Gorgonio Avenue/Wilson Street**
Improvements: Install a traffic signal. Add EBL, EBT, WBTL.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBT	600 LF	$15/LF	$	9,000
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	EBL	1	$50,000/lane	$	50,000
Roadway widening	EBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	950 LF	$15/LF	$	14,300
Roadway widening	WBT	0.16 mile	$180,000/mile	$	28,800
Subtotal				$	230,900
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	23,090
Mobilization			10%	$	23,090
Contingencies			25%	$	57,730
Engineering and Planning			10%	$	23,090
Intersection Subtotal				$	607,900
Right-of-Way		13,500	$6.4/square feet	$	86,400
Total				$	694,300

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **33** **Hargrave Street/Ramsey Street**
Improvements: Add NBL, NBT, NBR to NBR with Overlap, SBL, SBT, SBR, EBL, EBT, WBL, WBT.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Roadway widening	NBT	0.16 mile	$180,000/mile	$	28,800
Curb and Gutter	NBT	775 LF	$15/LF	$	11,600
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	NBL	175 LF	$15/LF	$	2,600
Construct through lane	SBT	1	$50,000/lane	$	50,000
Roadway widening	SBT	0.16 mile	$180,000/mile	$	28,800
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Roadway widening	SBL	0.05 mile	$180,000/mile	$	9,000
Construct right turn lane	SBR	1	$50,000/lane	$	50,000
Roadway widening	SBR	0.05 mile	$180,000/mile	$	9,000
Curb and Gutter	SBR	600 LF	$15/LF	$	9,000
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBR	250 LF	$15/LF	$	3,800
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	EBL	1	$50,000/lane	$	50,000
Roadway widening	EBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBT	225 LF	$15/LF	$	3,400
Curb and Gutter	WBR	600 LF	$15/LF	$	9,000
Roadway widening	WBT	0.11 mile	$180,000/mile	$	19,800
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Roadway widening	WBL	0.05 mile	$180,000/mile	$	9,000
Subtotal				$	631,600
Minor Items/Supplemental Work			10%	$	63,160
Mobilization			10%	$	63,160
Contingencies			25%	$	157,900
Engineering and Planning			10%	$	63,160
Intersection Subtotal				$	978,980
Right-of-Way		22,700	$6.4/square feet	$	145,300
Utilities				$	495,000
Total				$	1,619,280

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **34** **Hargrave Street/I-10 Westbound Ramps**
Improvements: Install a traffic signal. Add NBL, NBT, Free SBR, WBL, Free WBR.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Construct right turn lane	SBR	1	$50,000/lane	$	50,000
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Construct right turn lane	WBR	1	$50,000/lane	$	50,000
Curb and Gutter	WBR	350 LF	$15/LF	$	5,300
Roadway widening	WBR	0.05 mile	$180,000/mile	$	9,000
Subtotal				$	264,300
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	26,430
Mobilization			10%	$	26,430
Contingencies			25%	$	66,080
Engineering and Planning			10%	$	26,430
Intersection Subtotal				$	659,670
Right-of-Way		7,700	$6.4/square feet	$	49,300
Utilities				$	15,000
Total				$	723,970

Int: **35** **Hargrave Street/I-10 Eastbound Ramps**
Improvements: Install a traffic signal. Add NBT, NBR, SBL, EBL, Free EBR.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Roadway widening	NBT	0.05 mile	$180,000/mile	$	9,000
Construct right turn lane	NBR	1	$50,000/lane	$	50,000
Curb and Gutter	NBR	200 LF	$15/LF	$	3,000
Roadway widening	NBR	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	SBL	1	$50,000/lane	$	50,000
Curb and Gutter	SBT	200 LF	$15/LF	$	3,000
Roadway widening	SBT	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	EBL	1	$50,000/lane	$	50,000
Roadway widening	EBL	0.05 mile	$180,000/mile	$	9,000
Construct right turn lane	EBR	1	$50,000/lane	$	50,000
Curb and Gutter	EBL	350 LF	$15/LF	$	5,300
Subtotal				$	297,300
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	29,730
Mobilization			10%	$	29,730
Contingencies			25%	$	74,330
Engineering and Planning			10%	$	29,730
Intersection Subtotal				$	710,820
Right-of-Way		12,000	$6.4/square feet	$	76,800
Utilities				$	10,000
Total				$	797,620

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

Int: **36** **Hargrave Street/Lincoln Street**

Improvements: Install a traffic signal. Add NBL, NBT, 2 SBL, SBT, SBR with overlap, EBL, EBT, EBR, WBL, WBT, Free WBR.

Items	Lane	Units	Unit Cost		Total Cost
Construct through lane	NBT	1	$50,000/lane	$	50,000
Roadway widening	NBT	0.16 mile	$180,000/mile	$	28,800
Curb and Gutter	NBT	700 LF	$15/LF	$	10,500
Construct left turn lane	NBL	1	$50,000/lane	$	50,000
Roadway widening	NBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	SBT	1	$50,000/lane	$	50,000
Roadway widening	SBT	0.16 mile	$180,000/mile	$	28,800
Construct left turn lane	SBL	2	$50,000/lane	$	100,000
Roadway widening	SBL	0.11 mile	$180,000/mile	$	19,800
Construct right turn lane	SBR	1	$50,000/lane	$	50,000
Roadway widening	SBR	0.03 mile	$180,000/mile	$	5,400
Curb and Gutter	SBR	175 LF	$15/LF	$	2,600
Construct through lane	EBT	1	$50,000/lane	$	50,000
Curb and Gutter	EBR	350 LF	$15/LF	$	5,300
Roadway widening	EBT	0.11 mile	$180,000/mile	$	19,800
Roadway widening	EBR	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	EBL	1	$50,000/lane	$	50,000
Roadway widening	EBL	0.05 mile	$180,000/mile	$	9,000
Construct through lane	WBT	1	$50,000/lane	$	50,000
Curb and Gutter	WBR	350 LF	$15/LF	$	5,300
Roadway widening	WBR	0.05 mile	$180,000/mile	$	9,000
Construct left turn lane	WBL	1	$50,000/lane	$	50,000
Subtotal				$	662,300
Install new traffic signal		--	$250,000/each	$	250,000
Minor Items/Supplemental Work			10%	$	66,230
Mobilization			10%	$	66,230
Contingencies			25%	$	165,580
Engineering and Planning			10%	$	66,230
Intersection Subtotal				$	1,276,570
Right-of-Way		29,970	$6.4/square feet	$	191,800
Utilities				$	665,000
Total				$	2,133,370

Appendix E - General Plan Build-Out Intersection Improvement Cost Estimates

I-10/Highland Springs Avenue Interchange

Items	Lane	Units	Unit Cost		Total Cost
Total Cost	-	-	-	$	85,400,000
WRCOG TUMF Share				$	(17,897,000)
City of Beaumont Share				$	(33,751,500)
Total				$	33,751,500

INTERSECTION IMPROVEMENT COSTS	$	22,563,490
INTERSECTION IMPROVEMENT INFLATION COSTS	$	36,286,955
RIGHT-OF-WAY COSTS	$	10,158,000
PROPERTY AND UTILITY COSTS	$	5,639,300
i-10/HIGHLAND SPRINGS AVENUE INTERCHANGE COSTS	$	33,751,500
TOTAL INTERSECTION IMPROVEMENT COSTS	**$**	**108,399,245**

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Slug Line: 168153 PH DEV Impact Fees

Net Cost	$321.20
Prepaid Amount	$0.00
Amount Due	$321.20

Order Detail:

Publication	Run Dates
4015 Banning Record Gazette	8/23/19 - 8/30/19

NOTICE OF PUBLIC HEARING DEVELOPMENT IMPACT FEES PURSUANT TO LAW, notice is hereby given of a Public Hearing before the City Council of the City of Banning, on September 10, 2019 at 5:00 p.m. at the Banning City Council Chambers at Banning City Hall located at 99 E. Ramsey Street, Banning, California, notifying that all interested persons will have an opportunity to appear and be heard in relation to the following:
Adoption of an Ordinance

Updating the Citys Development Impact Fee (DIF) Program, Amending the City of Banning Municipal Code Related to the Imposition and Collection of DIFs, Adoption of a Resolution Approving the DIF Update Studies, entitled Development Impact Fee Update Study and the Traffic Fee Component of the DIF Program, and Making a Finding of Exemption under the California Environmental Quality Act in connection therewith

In conjunction with the update of the Citys DIF Program, the City Council will consider adoption of a new DIF Ordinance, DIF nexus studies prepared by Willdan Financial Services and LSA Associates, and the establishment of DIF amounts for various categories of development that would be imposed for General City Facilities, Police Facilities, Fire Protection Facilities, Parkland and Park Facilities, Traffic Control Facilities, Water Facilities and Wastewater Facilities.

The draft Ordinance, Resolution, and DIF studies are available for viewing at the office of the Deputy City Clerk at City Hall at 99 E. Ramsey Street, Banning, CA 92220 and available for download from the Public Works Department webpage located at https://banningca.gov/19/Public-Works.

ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or to send written comments to the City Clerk, P.O. Box 998, Banning, CA 92220.

If you wish to legally challenge any action taken by the City on this matter, you

the City on this matter, you may be limited to raising only those issues you or someone else raised at the public hearing as described in this notice or in written correspondence delivered to the City Clerk prior to or at the public hearing.

BY ORDER OF THE CITY CLERK of the City of Banning, California.

Publish: Record Gazette
August 23, 2019
August 30, 2019

_____

Laurie Sampson
Executive Assistant

Published in
The Record Gazette
No. 168153
08/23, 30, 2019

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **September 24, 2019**

SUBJECT: **Banning Police Management Association MOU**

RECOMMENDED ACTION:

Adopt Resolution No. 2019-124, approving the Memorandum of Understanding between the City of Banning and the Banning Police Management Association for 2019 – 2022.

BACKGROUND:

The current BPMA Memorandum of Understanding (MOU) expired on June 30, 2019. A proposal for a new MOU was received in July of 2019 and an initial meeting to discuss the proposal occurred shortly thereafter. The BPMA proposal was consistent with the MOU approved by the City Council for the Banning Police Officers' Association (BPOA), which was anticipated.

The primary difference between the BPMA MOU and the BPOA MOU is related to Field Training Officer (FTO) pay since members of BPMA do not serve as Field Training Officers. However, members of BPMA have responsibility for managing the FTO program. Therefore, incentive pay for completion of Field Training Officer Management certification has been included in the MOU.

A tentative agreement was reached in August with two of the three BPMA members.

FISCAL IMPACT:

In addition to the cost of living adjustments, other changes to the MOU include:

- Notification of schedule changes reduced from 30 days to 14 days;
- POST Certified Field Training Management receive 2.5% incentive pay;

- 2.5% of base pay for members who obtain a Master's Degree and California POST Management Certificate;
- 2.5% of base pay for members who successfully complete either the California POST Command College or the FBI National Academy;
- Longevity Pay 0.5% after 10 years, 1% after 15 years, 1.5% after 20 years and 2% after 25 years;
- Uniform allowance increased from $110 per month to $150 per month;
- Lieutenants may accumulate overtime in a compensatory bank up to 120 hours; Cash out of overtime compensatory bank permitted annually.

ATTACHMENTS:

1. Resolution 2019 –124, Approving the 2019-2022 BPMA MOU https://banningca.gov/DocumentCenter/View/6495/Attachment-1-Resolution-2019-124-
2. 2019 – 2022 Banning Police Management Association MOU https://banningca.gov/DocumentCenter/View/6496/Attachment-2-BPMA-MOU-2019---2022-DRAFT

Approved by:

Douglas Schulze
City Manager

RESOLUTION NO. 2019-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BANNING POLICE MANAGEMENT ASSOCIATION AND THE CITY OF BANNING FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022

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

WHEREAS, the City and the BPMA were bound by a Memorandum of Understanding whose terms expired on June 30, 2019; and

WHEREAS, the City and BPMA have successfully met and conferred in good faith to negotiate a new Memorandum of Understanding (the "MOU"), effective retroactively from July 1, 2019, through June 30, 2022, pursuant to the Meyers-Milias-Brown Act (Govt. Code §§ 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

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

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

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

SECTION 1: The City Council hereby approves the tentative agreement between the BPMA and the City and approves the jointly prepared MOU from July 1, 2019 through June 30, 2022, a fully executed copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2: The City Manager is authorized to execute the MOU and to deliver a copy of the fully executed MOU to the BPMA.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause a certified copy of this resolution to be filed in the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 24th day of September, 2019.

Arthur L. Welch, Mayor
City of Banning

ATTEST:

Laurie Sampson, Interim Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-124 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

EXHIBIT A

(July 1, 2019 – June 30, 2022 MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF BANNING,

AND

THE CITY OF BANNING POLICE MANAGEMENT ASSOCIATION

July 1, 2019~~7~~ – June 30, 2022~~19~~

ARTICLE 1 PREAMBLE.

1.1 Introduction. This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the City of Banning, a California municipal corporation (hereinafter referred to as the "City") and the authorized representatives of the Banning Police Management Association (hereinafter referred to as the "BPMA"), a California unincorporated nonprofit labor association, as the exclusively recognized employee organization for the Police Management Unit (hereinafter referred to as the "Unit") relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500 - 3511 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act (hereinafter referred to as the "MMBA").

1.2 Recognition. The City hereby formally recognizes the BPMA as the only recognized employee organization representing Unit employees presently or hereafter employed by the City and eligible for inclusion in the Unit. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any employee organization to represent any other employee bargaining unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof except for express "window periods" set forth in the City's Employer-Employee Relations Resolution This provision shall not preclude employees from otherwise exercising their rights as may be provided by the MMBA or the City's Employer-Employee Relations Resolution.

1.3 Term. The term of the successor shall be effective July 1, 2019~~7~~ through June 30, 2022~~19~~. Except as otherwise provided herein, the successor MOU between the City and the BPMA relative to wages, hours, and other terms and conditions of employment shall remain in force until its term expires at close of business on June 30, 2022~~19~~.

1.4 Represented Classifications. This MOU covers Unit employees in the classifications of Police Lieutenant and Police Captain.

ARTICLE 2 CONTINUATION OF RULES & POLICIES.

2.1 Other Written Policies. Subject to the terms of this MOU, all City ordinances, resolutions, rules and regulations, including the City's Employer-Employee Relations Resolution (currently Resolution No. 2010-45), the City's Employees Handbook covering the Rules and Regulations of the Personnel System, the City's Administrative Policies, and the Banning Police Department Policy Manual shall continue to apply during the term of this MOU.

2.2 Meet and Confer. The City and the BPMA agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of all City ordinances, resolutions, rules and regulations, including the City's Employer-Employee Relations Resolution (currently Resolution No. 2010-45), the City's Employees Handbook covering the Rules and Regulations of the Personnel System, the City's Administrative Policies, and the Banning Police Department Policy Manual, to the extent

that such documents contain mandatory subjects of bargaining pursuant to the MMBA. Should an impasse be reached following such meet and confer sessions, the provisions of the Employer- Employee Relations Resolution (Resolution 2010-45) shall apply to resolve the impasse.

2.3 Past Practice. For purposes of this MOU, a "past practice" shall be defined as an unwritten policy, procedure or work rule, whether or not it affects a mandatory subject of bargaining, and upon which the City, the BPMA and the Unit employees may have relied through a course of conduct. As of the effective date of this MOU, all past practices are void, and of no further force or effect.

ARTICLE 3 EMPLOYEE RIGHTS.

3.1 Non-Discrimination. The provisions of this MOU shall apply to Unit employees without illegal discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical condition), sexual orientation, age, citizenship status, or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or non-membership in the BPMA, or because of any activities or refraining from activities on behalf of the BPMA.

3.2 BPMA Membership. The BPMA will accept into membership all eligible persons who are members of the Unit without regard to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical condition), sexual orientation, age, or any other basis protected by applicable law.

3.3 Rights Granted by State and Federal Law. Except as otherwise provided in this MOU, Unit employees shall have all rights which may be exercised in accordance with State and Federal Law, and applicable ordinances, resolutions, rules and regulations. However, Unit employees shall not have the right to grieve a violation of any such law, ordinance, resolution or rule, except as specifically set forth herein.

ARTICLE 4 MANAGEMENT RIGHTS.

The BPMA recognizes and agrees that the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and to establish and change work schedules and assignments and to determine the days and hours

when the employees shall work; take all necessary actions to carry out its mission in emergencies; and, exercise complete control and discretion over its organization and work performance technology.

ARTICLE 5 DUES DEDUCTION.

5.1 Dues Deduction. The City shall deduct one month's current and periodic BPMA dues from the wages and/or leave benefits of each Unit employee who voluntarily executes and delivers to the City a payroll deduction authorization form.

5.2 Sufficient Earnings. The Unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a Unit employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

5.3 Non-Pay Status. In the case of a Unit employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over BPMA dues.

5.4 Cancellation. A Unit employee's authorization for deduction of dues may be canceled at any time by written notice from the employee to the City with a copy to the BPMA. A Unit employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the City or is transferred out of the Unit.

5.5 Funds Transmission. The aggregate amount of such deductions by the City shall be transmitted monthly to the BPMA President or his or her designee. The City shall provide the BPMA President or his or her designee with a list each month indicating the dues deducted from the pay of any represented Unit employee and those Unit employees for whom no deduction was made pursuant to the provisions of Sections 5.2 and 5.3. The BPMA shall notify the City of the names of its President and other officers and designees each year following election of the board and appointment of members to committees to which the BPMA is entitled to appoint members under this MOU.

5.6 Indemnification. The BPMA shall indemnify, defend, and hold the City harmless against any and all claims made, and against any suit instituted against, the City arising from or otherwise in any way involving deduction of employee organization dues. In addition, the BPMA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE 6 BPMA REPRESENTATIVES.

Two (2) employees selected by the BPMA may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first providing twenty-four (24) hour notice to the Department Head. Additional employees who are not on duty may participate at no additional cost to the City. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall

be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

ARTICLE 7 BULLETIN BOARDS.

7.1 Authorized Postings. The City will furnish adequate bulletin board space where currently available. The Department Head shall designate the bulletin boards to be used for posting notices. Bulletin boards may be used for the following notices:

(a) Scheduled BPMA Meetings, Agenda and Minutes.

(b) Information on BPMA Elections and the Results.

(c) Posting of BPMA special, recreational, and related bulletins.

(d) Reports of Official Business of BPMA, including Reports of Committees or the Board of Directors

(e) MOU, Pay Scales, Job Announcements, Promotion Lists, etc.

(f) Such other items as may be approved by the Department Head upon request of the BPMA.

7.2 Posted Notices. Posted notices shall not be defamatory or violate any of the City's policies, nor shall they advocate election or defeat of candidates for public office. All notices to be posted may be dated and signed by an authorized representative of the BPMA. The BPMA may give notices to Unit employees through the use of the City mail system and/or the City computer e-mail system.

ARTICLE 8 MEMORANDUM OF UNDERSTANDING COPIES.

The City shall provide the BPMA with one (1) original and one (1) copy of this MOU after it has been fully executed by the parties. The City shall also provide a copy of the executed MOU to any Unit employee hired or promoted into the Unit after the effective date of the MOU. The City may charge for any additional copies. The BPMA shall be responsible for providing copies of this MOU to represented employees at BPMA expense.

ARTICLE 9 MEETINGS.

9.1 Items of Mutual Concern. Upon mutual agreement of both the City and the BPMA, the parties may meet to discuss and consult on items of mutual concern. A meeting conducted under this section shall not constitute a meet and confer or hearing under any grievance procedure.

9.2 Use of City Facilities. The BPMA may be granted permission to use City facilities for the purpose of meeting with employees to conduct BPMA business provided space for such meetings can be made available without interfering with City needs. The

BPMA shall be held fully responsible for any damages to and security of any facility that is used by the BPMA.

ARTICLE 10 HOURS OF WORK.

10.1 Schedules. Unless modified by the Department Head as set forth in section 10.2 and 10.4 below, Unit employees shall have a work schedule as assigned by the Department Head.

10.2 Department Head Discretion. Unit employees may be assigned to a work schedule consisting of the days and hours as determined by the Department Head.

10.3 Schedule Changes. The Department Head in the exercise of his or her discretion may change the work schedule and/or work period of Unit employees. Accordingly, work schedule and work period changes are not subject to meet and confer requirements. The Department Head shall notify the BPMA regarding any change in work schedule and/or work period no later than thirty (30) days before the date the change is implemented.

10.4 Outside Employment. Prior to any Unit employee accepting outside employment, he or she shall request and receive authorization from the Department Head. Authorization for outside employment shall be made according to the policies and procedures in place at the time of request.

ARTICLE 11 SALARIES, PERFORMANCE EVALUATIONS, & PROBATIONARY PERIOD.

11.1 Salaries – All BPMA represented Unit members shall receive a salary increase of three percent (3%) of base pay effective July 1, 2019, three percent (3%) effective July 1, 2020, and two percent (2%) effective July 1, 2021.

(a) No Unit employee shall be granted a step increase unless and until such employee has obtained an overall meets requirements evaluation rating consistent with the applicable administrative policies of City.

(b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under any grievance procedure afforded by the City or this MOU.

(c) A Unit employee denied a step increase for failing to achieve an overall meets requirements performance rating shall be entitled to be re-evaluated in six (6) months from the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated meets requirements, then the employee shall be granted the

appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.

(d) If the employee's performance continues to fail to achieve an overall meets requirements performance rating after the six (6) month re-evaluation period, then the employee shall be given a final denial of a step increase for the remainder of the regular evaluation period. Denial of a step increase under this subsection may, at the employee's option, be subject to the non-binding grievance procedure provided for in this MOU.

11.2 Longevity Pay. Employees shall receive additional compensation, effective on the employee's employment anniversary date, for Longevity as follows:

(a) Upon completion of ten (10) years of continuous service employees will receive additional pay of one-half percent (0.5%) of base salary;

(b) Upon completion of fifteen (15) years of continuous service employees will receive additional pay of one percent (1.0%) of base salary;

(c) Upon completion of twenty (20) years of continuous service employees will receive additional pay of one and one-half percent (1.5%) of base salary;

(d) Upon completion of twenty-five (25) years of continuous service employees will receive additional pay of two percent (2.0%) of base salary.

11.32 Salary Survey. The parties deem satisfied and completed the required salary surveys and classification study for positions covered by this MOU, the parties will use as comparison cities the following ten (10) cities: Beaumont, Blythe, Cathedral City, Colton, Desert Hot Springs, Hemet, Indio, Montclair, Palm Springs, and Rialto.

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11.4 Probation Period. All employees appointed to a position represented by the BPMA shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position. After serving six (6) months in the probationary period, the Unit employee shall be eligible for a six (6) month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Unit employees will also receive a probationary review at the completion of their probationary period. City employees who have previously successfully completed a probationary period and who are subsequently promoted into or within the Unit, shall serve a six (6) month probationary period in the new position. Any BPMA Unit employee promoted from the Banning Police Officers Association (BPOA) unit, who fails to pass probation, may return to the position previously held, with BPOA approval.

ARTICLE 12 OVERTIME.

12.1 Overtime-Exempt Status. All Unit employees covered by this MOU are qualified exempt management employees under the FLSA and as such are not eligible for overtime pay, except as authorized by City Policy A-32. When overtime is funded by revenue sources outside the City (i.e. grants and/or contracts for services by other law enforcement agencies) the overtime rate will be one and one-half times (1.5) the member's base hourly rate of pay. Any assigned hours which are not worked shall be accounted through a reduction in accrued leave. Accruals, and reductions in accruals, are based on an eighty (80) hour pay period.

12.2 – Overtime-Unanticipated Patrol Shortages/Critical Incidents – Overtime for unanticipated patrol shortages and critical incidents during a period of staff shortage, and when pre-approved by the Police Chief or Captain, Lieutenants may be authorized to provide such coverage and receive overtime at a rate of one times the member's base hourly rate of pay (straight time). Lieutenants may opt to receive overtime compensation as compensatory time with a maximum accumulation of one-hundred-twenty (120) hours. Compensatory time may be cashed out annually in June.

12.3 Overtime-Hours Worked. "Hours worked" means time spent in required court appearances as set forth in Article 14, and time paid for vacation, holidays, personal leave and administrative leave for officer involved shooting or other non-disciplinary leave.

ARTICLE 13 ACTING PAY AND PROMOTION PAY.

13.1 A Unit employee temporarily assigned by management to fill a vacancy in a higher classification, when the vacancy is created by a departure, or when the incumbent is absent in excess of twenty (20) work days, shall be compensated from the first day working such assignment, and consecutive days worked thereafter, at the lowest pay range of the incumbent which is at least five percent (5%) above the acting employee's normal rate of compensation while working in the higher classification. The conditions of this subsection are a prerequisite to the receipt of any higher acting pay. At such time as an employee is no longer performing work out of his permanent classification, he/she shall be compensated at his/her regular rate of pay for his/her permanent classification.

13.2 Unit employees promoted to work in a higher classification shall be paid five percent (5%) more than the employee received in the lower classification.

13.3 Unit employees assigned to temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to six (6) months in any one (1) year. A time extension to the temporary assignment beyond the initial six months may be made with the concurrence of the BPMA in writing.

ARTICLE 14 PAY FOR JURY DUTY: COURT APPEARANCES, "ON CALL" DUTY.

Any Unit employee who shall be summoned for attendance to any court for jury duty during his or her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him or her shall be paid into the City treasury. Any employee who shall be called as a witness arising out of and in the course of his or her City employment shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him or her shall be paid into the City treasury. An employee absent from work due to being a witness, plaintiff or defendant in a non-work related matter shall not be entitled to be paid during such absence, except that he or she may, use Vacation Leave, Holiday Leave and Personal Leave for such absence. In no event shall an employee be compensated for time in court as a defendant in a criminal case.

ARTICLE 15 EQUIPMENT & UNIFORM ALLOWANCE.

15.1 The City will provide Unit employees safety equipment in accordance with California State law. Said safety devices and safeguards shall remain the property of the City and their use may be required and regulated by the Department Head or his or her designee.

15.2 The City agrees to pay a uniform allowance of one-hundred-fifty dollars ($150.00) per month to Unit employees. Payment of the uniform allowance will be paid equally between the first two pay periods each month. Such money shall be used for the purpose of purchasing and maintaining uniforms in order that employees who wear regulation uniforms may maintain a professional appearance.

15.3 The City shall reimburse Unit employees the reasonable replacement value of personal property, not including uniforms for which the above uniform allowance is paid, which is destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to $200 per pair. Replacement for watches is limited to $50. Sums paid hereunder shall be secondary to any applicable insurance. If an individual pays a sum of money to the City pursuant to a court order as restitution for damaging the uniform of a Unit employee, then the City will reimburse that amount to the Unit employee.

15.4 The Department Head or his designee may, at his or her discretion authorize Unit employees to carry optional weapons. Nothing in this MOU shall require the Chief of Police to approve the use of any specific weapon or ammunition.

ARTICLE 16 MILEAGE, MEALS AND OTHER TRAVEL REIMBURSEMENT.

16.1 The City will reimburse expenses for meals, lodging and tuition when a Unit employee attends a City directed educational program. Reimbursement shall be equal to, but not exceed, the amount permitted under applicable P.O.S.T. standards. If the Unit employee's meals and lodging expenses exceed reimbursement provided by P.O.S.T., then the Unit employee may be required to demonstrate that such expenses are reasonable by

providing receipts for all expenses and written justification. Only reasonable expenses will be reimbursed. Reimbursement for meals, lodging or travel are subject to IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

16.2 Accommodation arrangements for attendance at a City directed educational program shall be made by the Unit employee. The City agrees to provide any accompanying information concerning available lodging arrangements for the program to the Unit employee as soon as it becomes available to the City.

16.3 Upon request, a Unit employee attending a City directed educational program shall receive an advance up to the P.O.S.T. established limits established for the particular educational program.

16.4 At the conclusion of the educational program, the Unit employee shall show by certificate awarded or some other manner that the program was attended and completed.

16.5 Except as otherwise set forth in this MOU, the scheduling of training/educational programs shall be done in accordance with Departmental procedures.

ARTICLE 17 TUITION AND BOOKS REIMBURSEMENT & TRAINING

17.1 Tuition Reimbursement. Tuition actually paid reimbursements shall be limited to $3,500 per fiscal year and will be reimbursed to all permanent Unit employees, including for professional and technical courses approved by the Department Director and taken in an accredited educational institution provided that:

(a) The subject matter of the course relates directly to and contributes toward the employee's position with the City.

(b) The employee has received at least a competent proficiency rating on their last evaluation report.

(c) The employee has furnished evidence that the course has been completed with at least a "C" or "pass" grade.

(d) Requests for reimbursement must be completed and returned to the Human Resources Department within three (3) weeks after receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation).

(e) Reimbursements will be made only after proof of completion of course with 'C' average or "pass" and satisfactory receipts of payment for tuition are approved by the Human Resources Department.

17.2 Training. The City agrees to pay, as outlined herein, the travel and subsistence expenses of Unit employees for professional and official travel, meetings, and occasions required to continue the professional development of employee and to adequately pursue necessary official and other functions of employer, and such national, regional, state and local governmental groups provided it is budgeted in the annual operations budget and approved by the Department Head. Time spent in City required and approved training or conferences, including travel time, shall be included as time worked. The City shall not pay for the costs incurred to meet minimum job requirements.

ARTICLE 18 EDUCATION INCENTIVE PAY.

18.1 Education Incentive Pay. Educational incentive pay for Unit employees shall be earned as follows:

(a) Possession of an Intermediate POST Certificate entitles the employee to $200 a month; and possession of a Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, entitles the employee to $300 a month.

(b) Possession of an Associate of Arts/Science Degree in any academic field entitles the employee to $75 per month.

(c) Possession of a Bachelors of Arts/Science Degree in any academic field entitles the employee to $150 per month.

(d) Possession of a Masters of Arts/Science Degree in any academic field entitles the employee to $225 per month.

(e) Possession of a Ph.D. in any academic field entitles the employee to $300 per month.

(f) Possession of an Intermediate POST Certificate and an Associate of Arts/Science Degree in any academic field entitles the employee to $275 per month. P

(g) Possession of an Intermediate POST Certificate and a Bachelors of Arts/Science Degree in any academic field entitles the employee to $350 per month.

(h) Possession of an Intermediate POST Certificate and a Masters of Arts/Science Degree in any academic field entitles the employee to $425 per month.

~~Possession of an Intermediate POST Certificate and a Ph.D. in any academic field entitles the employee to $500 per month.~~

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(i) Possession of the Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate and an Associate of Arts/Science Degree in any academic field entitles the employee to $375 per month.

(j) Possession of the Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, and a Bachelors of Arts/Science Degree in any academic field entitles the employee to $450 per month.

(k) Possession of the Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, and a Masters of Arts/Science Degree in any academic field entitles the employee to $525 per month. ~~Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, and~~

(l) Employees who have successfully completed either the California POST Command College or the FBI National Academy are entitled to incentive pay of two and one-half percent (2.5%) of base salary per month.

(m) For all Police Management Unit members who are employed with the City at the time of the execution of this MOU, possession of 60 semester units from an accredited college with a minimum of 39 units being in an occupationally related field (i.e. Police Science, Social Science, Political Science, Public Administration, etc.) shall entitle the employee to receive pay of $100 per month. Determination as to whether courses are occupationally related will be made by the Department Head with right of appeal to the City Manager.

(n) The amounts in this article shall not be pyramided except as set forth above.

ARTICLE 19 SICK AND BEREAVEMENT LEAVE.

19.1 Sick Leave Accrual. Unit employees shall accrue ninety-six (96) hours of Sick Leave per fiscal year, which shall be accrued pro-rata per pay period in amounts of three and sixty-nine hundredth (3.69) hours until the ninety-six hours are met. Sick Leave shall accrue up to a cap of three hundred-twenty (320) hours. Excess leave balances account may be used for time off or cashed out per MOU or City policy.

19.2 Sick Leave Use. Sick Leave, shall be granted only where consistent with the City's Sick Leave and Family Leave policy (currently AP-1 and AP-02).

19.3 Sick Leave Cash Out. All sick leave shall accrue in a "Bank." Any Unit employee may cash out hours from any sick bank leave he or she has accrued into up to a maximum of ninety-six (96) hours at straight time at the current rate of pay, but will not be allowed to cash out below forty (40) hours. Any sick leave cash out request must be made no later than November 1st of each year and the payment shall be made in the last check issued in November of each year while employed.

19.4 Sick Leave Conversion to Deferred Compensation. Any Unit member may convert to Deferred Compensation hours from the any "bank" sick leave has accrued into up to a maximum of ninety-six (96) hours, at straight time at the current rate of pay, but will not be allowed to convert out of the "Bank" below forty (40) hours. Beginning with the eleventh (11th) year of City service, Unit members may convert fifty (50%) percent of the value of the total amount of their accrued sick leave bank, but will not be allowed to convert out of the bank below forty (40) hours, to either Deferred Compensation, or the Retiree Health Savings, if available.

19.5 Sick Leave Payment Upon Separation. Upon separation, service retirement, disability retirement, or termination, a Unit member shall be eligible to receive a cash payment for accrued sick leave in the "Bank" in an amount equivalent to straight time, to a maximum of ninety-six (96) hours. In addition, beginning the tenth (10) year of continuous City service, all hours accrued in the "Bank" shall be eligible for conversion to cash in an amount equivalent to thirty percent (30%) of such unused sick leave upon separation. Beginning with the 11th year of City service, Unit members may convert fifty (50%) percent of the value of the total amount of their sick leave bank upon separation, to either Deferred Compensation, or the Retiree Health Savings, if available. Any cash payments made in accordance with this section shall be computed based upon the employees' final compensation rate and shall be paid within one payroll period of the effective date of separation. Public Safety employees are currently eligible for Sick Leave conversion up to 90% of the sick leave bank to CalPERS credit as members of CalPERS safety pool.

19.6 Use of Other Leave. Unit employees who have exhausted all accumulated Sick Leave while on Sick Leave may utilize accrued Vacation, Holiday or Personal leave.

19.7 Bereavement Leave. All Unit employees are granted bereavement leave. In the event of the death of a member of their family, including spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner, the employee shall be allowed twenty-four (24) hours of bereavement leave for each death of a family member. In the event of the death of a spouse or domestic partner or multiple family deaths occurring within a twenty-four (24) hour period, the employee shall be allowed forty (40) hours of bereavement leave.

In addition to the foregoing bereavement leave, the employee may also utilize up to sixteen (16) hours from accrued sick leave, if there is a death of a family member and up to forty (40) hours from accrued sick leave in the event of the death of a spouse, domestic partner or multiple family deaths. If the employee has insufficient accumulated

sick leave to exercise this option, the employee may utilize accrued vacation, or personal leave for the additional bereavement leave.

ARTICLE 20 VACATION, HOLIDAY AND PERSONAL LEAVE.

20.1 Vacation Leave Accrual. Unit employees shall accrue Vacation Leave in accordance with the following schedules:

(a) One (1) through four (4) years' service: ten (10) eight (8) hour days per year = three and eight-hundredth (3.08) hours per pay period

(b) Beginning the fifth (5th) year through the ninth (9th) year: fifteen (15) eight (8) hour days per year = four and sixty-two hundredth (4.62) hours per pay period

(c) Beginning the tenth (10th) year & thereafter: twenty (20) eight (8) hour days per year = six and fifteen hundredth (6.15) hours per pay period

20.2 Vacation Leave Maximum Accrual. Vacation Leave may be accrued to a maximum of three-hundred twenty (320) hours for Unit employees. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employees uses a portion of his/her vacation leave and his/her vacation leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any vacation leave which does not accrue as a result of the caps set forth in this Article.

20.3 Vacation Leave Approval Required. Vacation leave may be taken with approval of the Unit employee's supervisor, and as otherwise consistent with the policies of the City. Vacation leave may be taken at any time following the completion of a six (6) month probationary period for lateral hires. No probationary period will be required for internally promoted Unit employees. Vacation leave taken shall not be in excess of that actually accrued at the time such vacation leave is taken. Vacation leave must be approved a minimum of fourteen (14) days in advance of the first (1st) day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the employee's supervisor.

20.4 Vacation Leave Payment Upon Termination. Any Unit employee whose employment is terminated and who has accrued, earned and vested vacation leave shall be paid for such vacation leave within one payroll period of the effective date of such termination. Any Unit member may elect to have the remaining balance of any hours accrued as vacation converted to Deferred Compensation at the member's current rate of pay.

20.5 Vacation Leave Excess Hours Payment. Unused vacation accrual in excess of eighty (80) hours may be paid off at the option of the employee up to a maximum of eighty (80) hours per fiscal year.

20.6 Holiday Leave. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, the accrual rate for Unit employees shall be adjusted accordingly. Holiday leave other than City recognized holidays (City Hall closed) must be approved a minimum of fourteen (14) days in advance of the first day of such leave. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the employee's supervisor. City recognized Holidays are as follows:

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
Christmas Eve
New Year's Eve

20.7 Holiday Leave Accrual. Unit employees shall accrue Holiday leave at the rate of three and sixty-nine hundredths (3.69) hours per pay period. Holiday leave may be accrued to a maximum of ninety-six (96) hours per unit member. ~~period in July 2013, one hundred percent (100%) of the existing leave balance will be moved to a unique leave account. During fiscal year 2014 and thereafter, any hours that~~ Accrued Holiday leave may be cashed out annually on the second pay period in June.

20.8 Holiday Leave Approval Required. Holiday Leave must be approved a minimum of fourteen (14) days in advance of the first day of such Holiday leave by the Department Head or his or her designee. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City by the Department Head.

20.9 Holiday Leave Payment Upon Termination. Any Unit employee, who is about to terminate his/her employment, and has earned Holiday leave to his/her credit, shall be paid for such holiday leave within one payroll period of the effective date of such termination at the employee's then current rate of pay.

20.10 Personal Leave Time. Effective the first pay period after the adoption of the BPMA 2017-2019 MOU, Unit members shall no longer accrue or receive paid personal leave time, which was previously accrued at a rate of three and seventy-seven hundredths (3.77) hours per pay period, nor shall any Unit member have the option to cash out any Personal Leave Time remaining in the leave bank.

20.11 Promotional Pay Outs of Leave. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash out at the employee's current

pay rate all vacation, holiday and personal leave banks in excess of one hundred (100) hours per each leave bank.

ARTICLE 21 MEDICAL AND DENTAL INSURANCE.

21.1 Cafeteria Plan City Contributions. The City agrees to the following contribution to each Unit member's cafeteria account: Effective July 1, 2017, increase monthly cafeteria plan by $50 per month or $15,600 annually; this will not constitute changes to existing medical and dental plans until the next open enrollment period. The cafeteria increase will be effective the month following adoption by City Council. Unit members shall be paid the retroactive amount due, based on the effective month and their date of hire. For example, if the cafeteria increase is effective May, 2018, the retroactive amount of $50/month from July to April, or $500 if hired prior to July 1, 2017, will be paid to the member. Employees hired after July 1, 2017, will receive a prorated retroactive amount. Effective July 1, 2018 the cafeteria plan contribution will be increased by $50 to $1,350 per month, or $16,200 annually to each Unit member.

The Successor MOU, effective July 1, 2019, shall consider the cafeteria plan contribution to be increased by $50 to $1,400 per month, or $16,800 annually to each Unit member

Said cafeteria contribution shall first be used to provide for health insurance for the employee. Employee shall be covered by health insurance with a City approved health plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the City's Human Resources Department. The balance may be used for any of the following or any combination thereof:

(a) Health insurance for employee's spouse and/or dependents.

(b) Dental Plan for employee, spouse and/or dependents.

(c) Eye care plan for employee, spouse and/or dependents.

(d) Term life insurance on employee's life.

(e) Deferred compensation programs.

(f) Supplemental insurance options.

Cash In Lieu. Unit employees may elect to receive ninety-two and five-tenth percent (92.5%) of the balance of the Cafeteria Plan in cash as CalPERS non-includable taxable income.

Flexible Spending Account. During the term of this Agreement, the City shall maintain an Internal Revenue Section 125 program which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both, as well as health and welfare insurance premiums, with the exception of the City's disability insurance premiums.

21.4 Eye Wear Reimbursement. The City will reimburse Unit employee and/or employee's dependents a maximum of $250 for eyewear every two (2) years.

21.5 California Law Enforcement Association Reimbursement – Unit members will receive up to $24.00 per month towards the California Law Enforcement Association ("CLEA") disability policy.

ARTICLE 22 RETIREMENT AND MEDICARE.

22.1 Contributions to CalPERS.

(a) All CalPERS Classic employees are responsible for paying their contributions for their respective retirement plans to CalPERS at 5% and the City of Banning is responsible for paying their contributions for their respective retirement plans at 4%, to total the required 9% employee contribution.

(b) Per the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), all Unit employees hired by the City on or after January 1, 2013 and not determined by CalPERS to be "Classic" members will also be subject to paying at least fifty percent (50%) of the City's normal costs for their respective Public Safety Retirement Plan as described more fully below.

(d) Per the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), the parties agree to meet and confer on the impacts of implementing equal sharing of "normal costs". To the extent PEPRA imposes any other changes, the City and BPMA agree to meet and confer over such changes.

22.2 CalPERS Formulas.

(a) The City agrees to continue to pay the employer's portion of the "Three Percent at Fifty" (3% @ 50) Public Safety CalPERS Retirement for Public Safety (sworn personnel) employees, including the "single highest year" benefit, for all Unit employees hired on or before December 20, 2012.

(b) City Council adopted and implemented resolutions providing for two tired retirement for Unit employees hired on or after December 20, 2012, providing for the retirement plan known as 2% @ 50 retirement formula. All new employees hired after December 20, 2012, and determined by CalPERS to be "Classic" members shall receive the 2% @ 50 retirement formula. All Unit employees hired by the City on or before December 20, 2012, shall remain at the current existing 3% @ 50 retirement formula.

(c) Per PEPRA, new employees hired by the City on or after January 1, 2013 and not determined by CalPERS to be "Classic" members shall receive the retirement plan known as "The Safety Option Plan Two Formula" (2% @ 57).

(d) All new employees hired by the City on or after January 1, 2013, shall also be required to have their final compensation defined as the highest average annual final compensation during a consecutive 36 month period, subject to the statutory cap imposed by PEPRA. Current employees hired before December 20, 2012, will maintain the "single highest year" benefit.

(e) CalPERS shall determine which retirement plan the new employees are eligible to receive based on CalPERS regulations. For instance, a BPOA employee that is in the 3% @ 50 retirement formula plan will continue in that plan if promoted to the BPMA. Likewise, CalPERS shall determine which retirement plan the new employees are eligible whether for the previously implemented "Two Percent at Fifty" (2% @ 50) retirement formula with final compensation defined as the highest average annual final compensation during a consecutive thirty-six (36) month period or shall only be eligible for the newly created retirement plan known as "The Safety Option Plan Two Formula" (2.7% @ 57) with final compensation defined as the highest average annual final compensation during a consecutive thirty-six (36) month period.

22.3 F.I.C.A. Unit employees shall pay the employee portion of FICA and the City shall be responsible for payment of the employer's portion.

ARTICLE 23 MISCELLANEOUS BENEFITS.

23.1 Life Insurance. The City will pay for life insurance in the amount of $150,000 and Unit employees will pay the taxes on the portion of the premium attributable to coverage above $50,000.

23.2 Direct Deposit. All Unit employees shall be paid by direct deposit of their payroll check into an account of their choice, except those employees who either do not hold an account with a financial institution that offers direct deposit or who do not hold an account of any type and such employees will be required to pay a $10 administration fee per payroll. It shall be the responsibility of the employee to establish and maintain such account.

23.3 Utility Allowance. The City shall pay $150 per month per Unit member household as a discount against the cost of electric and water service during the period of such residency. In no event shall the City pay more than $150 per household.

23.4 Deferred Compensation Plan. The City has established a deferred compensation plan under Section 457 of the IRS code. Unit employees may participate in this plan at their own expense and at their option. Employees may opt to deposit into their established deferred compensation account any funds paid to them under any leave pay out provisions in this MOU. Deposits into deferred compensation accounts shall be subject to IRS rules and regulations.

23.5 Gun Loan. The City has established a loan program for those public safety members approved by the Chief of Police who wish to purchase a weapon. Repayment of the loan shall be through payroll deduction. Proof of registration of the gun with the State of California will be provided to Human Resources within three (3) months of purchase. The complete policy is established in Resolution 2005-66.

23.6 Tools/Equipment. The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment, including personal computers, that serve the professional development of any Unit employee over the term of this MOU. Such tools and equipment shall be approved in advance by the Department Director. Repayment to the City by the Unit employee shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two years.

23.7 City Cell Phone. Unit Members are in essential management positions within the Banning Police Department. It is imperative they have the ability to immediately communicate with on-duty employees of the Department 24/7. Subsequently, the City issues a cell phone (smart phone or tablet device) to each member to accomplish this necessity. The BPMA has requested permission to use their City issued devices for personal use in order to eliminate the need for Unit employees to carry two cell phones, one for City business and one for personal use, as they conduct their daily activities both on and off-duty. Unit employees shall elect in writing at the beginning of each fiscal year whether they want to be allowed to use their City issued cell phone for personal use. In return, each Unit employee who voluntarily participates in this program will be authorized to use their City issued devices for both business and personal use and waive any right or expectation of privacy for such personal use. Unit employees who elect to participate in this program shall be required to pay twenty ($20) dollars each month towards a City cell phone plan that will cover both business and personal use of the City issued cell phone. Payment shall be made through a payroll deduction. Should a Unit employee not want to participate in this program, his/her use of the City provided cell phone/device will continue

to be governed by the appropriate City and/or departmental policies and procedures. Understanding that City issued cell phones are the property of the City, each Unit employee participating in this program understands and agrees that the City shall retain the right to audit all City owned cell phones at any given time without notice, including text messages, and that all City issued cell phone records may be subject to public disclosure regardless of public or personal use thereof. All other rules and regulations shall apply, except that personal use shall be permitted. Review of the phone records shall be coordinated with the Chief of Police to ensure records related to confidential investigations remain protected. Unit employees shall always conduct themselves professionally when using the City provided cell phone, so as not to embarrass themselves or the City of Banning. Unit members may elect to keep the phone number upon separation from the City and will pay any porting costs prior to separation.

23.7 City Vehicle. The City shall issue a City "emergency" vehicle as defined by the California Vehicle Code to Unit employees to use in their official duties subject to the City vehicle assignment policy. In the event the City vehicle is unavailable or its use is restricted from take home use, then Unit employees shall receive a vehicle allowance of $250.00 per month as compensation for the loss of the take home vehicle.

ARTICLE 24 LAYOFFS AND RE-EMPLOYMENT.

24.1 Layoff Provision Statement of Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction in force of permanent employees due to insufficient work or lack of funds.

24.2 Layoff Reasons. The City of Banning retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means that a category of work effort within the City can be fulfilled with fewer employees at a level of service acceptable to the City. Lack of funds means that the City in its sole discretion has determined that it cannot sustain operations at the current level of employment within the funding available. For the purpose of this subsection, the determination of the City shall be binding.

24.3 Layoff Notice. Any layoff initiated under the provisions of this MOU can take place at any time during the year. The City shall notify the affected Unit employees in writing at least twenty (20) working days prior to the employee's last day of work. The City reserves the right to pay the employee for such twenty (20) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to the appropriate BPMA representative. Any notice of layoff shall specify the reason for the layoff and the effective date. The form, timing and procedure of any such notice shall be subject to the established grievance procedure for due process purposes, provided however, the City's decision to layoff is not subject to the grievance procedure except to the extent of any alleged illegal basis. The date of the layoff shall not be delayed by the pendency of a grievance.

24.4 Layoff Order. Any layoff shall be effective within the job classification or job classifications selected by the City. Once the City has determined which classification or classifications will be affected by the layoff, the order of layoff shall be based on

seniority among employees in the classification with "satisfactory job performance", except where layoff is for economic reasons which shall follow the seniority rule. "Satisfactory job performance" as used in this section shall be established when an employee has no more than two (2) overall less than satisfactory evaluations within the past five (5) years. For purposes of this Article, seniority is defined as the length of uninterrupted service within the classification of employees to be laid off as measured from the date of the layoff notice.

24.5 Reduction of Class. Any Unit employee who has been designated to be laid off may choose to be reduced in class and compensation to a lower class or position within the Unit, but only if the employee has greater seniority in that lower class or position than those employees currently in the lower class or position. In the event a reduction in class occurs, the Unit employee will be placed at the top step of the range established in the lower classification in the job series that the employee has previously held. In the event the classification is covered by the BPOA MOU, then the designated employee will be subject to the provisions outlined in the BPOA MOU. Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series. If an employee leaves the service of the City for any period of time, the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority.

24.6 Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, then the determination as to who has greater seniority shall be based upon total length of uninterrupted service with the City.

24.7 Reemployment Rights. Laid off employees will be eligible for reemployment under the provisions of the Personnel Rules.

24.8 Reduction in Workweek. The Personnel Rules authorize the City Council to change or alter the work week by resolution.

ARTICLE 25 GRIEVANCE AND DISCIPLINE APPEALS PROCEDURE.

25.1 Procedure. Subject to the provisions of this MOU, any permanent Unit employee who has a grievance, or has been disciplined, as defined below, shall be entitled to have the matter reviewed through the procedures outlined in this Article. This Article shall also include and satisfy all rights which a permanent Unit employee may have under California Government Code Section 3304(b).

25.2 Definitions:

(a) For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "grievance" is defined as a dispute between an employee and the City, or the BPMA and the City, over the interpretation or application of this MOU, or the second denial of a step increase to an employee or a contested layoff where the employee contends that due process was not followed or some MOU provision or law has been violated in reaching the layoff decision. The decision to layoff remains within the sole discretion of

the City and is not subject to meet and confer. The term "grievance" does not include "discipline" as defined herein.

(b) For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "discipline" is limited to any action taken by the City against a permanent Unit member which is punishment or recognized discipline of the employee and which includes, but is not limited to, (i) an involuntary termination from City employment (ii) involuntary suspension from employment without pay or reduction in pay, (iii) involuntary move from one job classification to another job classification where the second job classification has a lower rate of pay at the top step than the top step of the job classification from which the employee was moved, or (iv) involuntary reduction in step within a job classification.

25.3 Informal Step. An attempt shall be made to ascertain all facts and adjust any grievance on an informal basis between the employee and, if he or she desires, the employee's representative, on the one hand, and the Police Chief, on the other hand. Presentation of such grievance shall be in writing and made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

25.4 Step One. If a grievance or discipline dispute is not adjusted to the satisfaction of the employee and the BPMA under the procedures set forth immediately above, the employee or his/her representative may submit written notice to the City Manager of his/her intent to submit the matter to mediation. Such written notice must be delivered to the City Manager within fourteen (14) calendar days after the date of the Chief of Police's written decision on discipline or oral response to written grievances. The BPMA agrees that submission of any matter to mediation must be by mutual agreement of the BPMA and the City, with each party to bear their own costs. If the parties mutually agree to mediation, the following procedures apply:

(a) Within seven (7) calendar days of receipt of the written notice from the BPMA requesting mediation, the BPMA and the City shall request a list of seven (7) local mediators from the Federal Mediation and Conciliation Service.

(b) Within fourteen (14) calendar days of receipt of the list of local mediators, the City and the BPMA shall attempt to agree on a mediator to preside at the mediation. If the parties do not agree on a mediator, the City and the BPMA shall take turns striking the names of mediators from the FMCS list until one (1) name remains. The BPMA shall strike the first name.

(c) The parties shall contact the mediator to arrange for a mutually convenient time and date for the mediation.

(d) The parties shall split equally the costs of the mediation.

25.5 Grievances Related to MOU Interpretation. On grievances pertaining to the interpretation or administration of this MOU, the BPMA agrees that after mediation, if the parties have not reached a successful resolution, then the matter is referred to the City Manager for final decision after a hearing and the City Manager's decision shall be final. On disputes related to discipline, the procedure set forth below shall apply.

25.6 Grievances Related to Discipline. On grievances related to discipline, the written notice in Step One above shall set forth in detail the employee's and/or BPMA's view of the basis for the disciplinary dispute and shall separately set forth the issue or issues to be submitted to an advisory arbitrator, instead of a mediator. The procedures set forth below shall then be followed thereafter.

(a) Within seven (7) calendar days of receipt of the written notice of appeal of discipline, the City and the BPMA shall request a list of seven (7) local arbitrators from the Federal Mediation and Conciliation Service.

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators, the City and the BPMA shall attempt to agree on an arbitrator to preside at the advisory arbitration hearing. If the parties do not agree on an arbitrator, the BPMA and the City shall take turns striking the names of arbitrators from the FMCS list until one (1) name remains. The BPMA shall strike the first name.

(c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the advisory arbitration hearing.

(d) The City shall pay for the costs of the advisory arbitrator.

25.7 Step Two. Within seven (7) calendar days after the BPMA and City receive the advisory arbitrator's recommendation on the dispute related to discipline, either the BPMA or the Police Chief may submit written argument to the City Manager as to whether the arbitrator's opinion should be accepted, rejected or modified. Within fourteen (14) calendar days after the seven (7) day-period above has expired, the City Manager shall advise the BPMA and the Police Chief whether the City Manager is accepting, rejecting, or modifying the advisory arbitrator's recommended decision. The decision of the City Manager shall be final and binding.

25.8 Modification of Time Limits. The above time limits may be modified by mutual agreement of the City and the employee and/or the BPMA.

ARTICLE 26 SEVERABILITY CLAUSE.

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in force and effect. Upon the issuance of a decision by a court of competent jurisdiction declaring any section of this MOU to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer as soon as possible concerning only those sections.

ARTICLE 27 COMPLETE AGREEMENT.

27.1 Entire Agreement. This MOU is the entire agreement between the parties, terminating all prior agreements, whether written or oral, arrangements and practices, and, except as otherwise provided herein, shall conclude all meetings and conferences during the term of this MOU.

27.2 Items Not Covered. All terms and conditions of employment not covered by this MOU shall continue to be subject to the City's direction and control.

ARTICLE 28 INVESTIGATION DOCUMENTS AND MATERIALS.

The City shall continue to maintain investigation documents and material in accordance with the City's Records Management Program as set forth in Administrative Policy No. A-28, which was adopted by Resolution No. 2013-24.

~~ARTICLE 29 RE-OPENERS.~~

~~The parties agree to reopen to discuss a COLA upon the City's 2018-2020 Budget adoption.~~

RATIFICATION AND EXECUTION.

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and the BPMA regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the BPMA have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council.

In witness whereof, the parties have caused their signatures to be affixed this ___ day of September, 2019.

City of Banning	Banning Police Management Association
Douglas Schulze City Manager	Captain Phil Holder Lead Negotiator
Jennifer Christensen Administrative Services Director	Vincent Avila Negotiator

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CITY OF BANNING
PUBLIC HEARING

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Matthew Hamner, Chief of Police**
Phil Holder, Captain

MEETING DATE: **September 24, 2019**

SUBJECT: **Adopt Resolution 2019-121: Acceptance of the 2019 Edward Byrne Memorial Justice Assistance Grant**

RECOMMENDED ACTION:

The City Council conduct a Public Hearing and accept grant funds provided by the Office of Justice Programs in the amount of $11,618 for the police department to purchase additional Axon Tasers and equipment to support the National Incident Based Reporting System (NIBRS).

JUSTIFICATION:

The police department proposes to use the grant funds to purchase new Axon Tasers as replacements for older Tasers that are approaching their end of shelf life (5 Years). The grant will facilitate the purchase of six new Axon Tasers with rechargeable batteries and extended 4-year warranties for each device.

Officers use the Axon Taser as a less-than-lethal control device when faced with violent subjects who are actively resisting or pose an imminent threat of violence against the police officers and/or citizens.

As required, the police department will utilize $314 of the grant to purchase technology based equipment that will support the department's ability to report incident-based information through the NIBRS system.

BACKGROUND:

On August 6, 2019 the Banning Police Department received notification from the U.S. Bureau of Justice Assistance that it was eligible to apply for the 2019 Local Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $11,618. Per U.S.

Department of Justice regulations, a public hearing must be conducted to allow citizens to make comments on the intended use of the noted grant funds before funding can be approved.

For the FY19 Local Edward Byrne Memorial JAG, the U.S. Bureau of Justice Assistance is requiring all eligible agencies in Riverside County to submit a consolidated application with one Fiscal Agent (FA) as the grant administrator. The Riverside County Sheriff's Department has agreed to take on the role as the FA for 2019. As in years past, the FA agency will receive 10% of each agency's grant award ($1,162 for Banning) to help offset the costs associated with administering the grant for the agencies involved.

Additionally, the U.S. Bureau of Justice Assistance is requiring $314 of the FY19 Local Edward Byrne Memorial JAG be utilized to purchase equipment that will support the National Incident Based Reporting System (NIBRS).

FISCAL IMPACT:

Accepted Byrne Grant funds will be appropriated to the Police Department's Ordnance Account to pay for the Axon Tasers, rechargeable batteries, and extended warranties. Accepted funds for the NIBRS related technology based equipment will be appropriated to the suitable account. Upon completion of the purchases, the Police Department will submit a request for reimbursement to the Riverside County Sheriff's Department.

ALTERNATIVES:

1. Adopt Resolution 2019-121
2. Reject Resolution 2019-121. If rejected, provide direction on the use of the noted grant.

ATTACHMENTS:

1. Resolution 2019-121
   https://banningca.gov/DocumentCenter/View/6466/Resolution-2019-121

2. Public Hearing Notice
   https://banningca.gov/DocumentCenter/View/6467/Public-Hearing-Notice_-2019-Bryne-Grant_8-31-17

Approved by:



Douglas Schulze
City Manager

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RESOLUTION NO. 2019-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, AUTHORIZING THE ACCEPTANCE OF THE 2019 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF $11,618 TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE NEW AXON TASERS (WITH RECHARGEABLE BATTERIES AND EXTENDED WARRANTIES) AND TECHNOLOGY BASED EQUIPMENT TO SUPPORT NIBRS REPORTING REQUIREMENTS.

WHEREAS, having completed a public hearing on the proposed use of the 2019 U.S. Department of Justice Byrne Grant; and

WHEREAS, the Banning Police Department is committed to providing its officers with up-to-date technology and equipment; and

WHEREAS, the City's procedures require the City Council to adopt a resolution authorizing the acceptance of grant funds and their use.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS: The City Council of the City of Banning authorizes the acceptance of the 2019 U.S. Department of Justice Edward Byrne Memorial Assistance Grant in the amount of $11,618 and its intended use and upon award of the grant appropriates $10,142 of those funds to the Banning Police Department Ordnance Account (001-2200-421.36-01) and $314 to the appropriate account for technology purchases which, upon completion of the purchase, will be reimbursed to the City through the Riverside County Sheriff's Department. The Finance Department is authorized to make necessary budget adjustments related to these accepted funds.

PASSED, APPROVED, AND ADOPTED this 24th day of September 2019.

_____

Arthur L. Welch, Mayor
City of Banning

ATTEST

_____
Laurie Sampson
Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT

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

CERTIFICATION

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the forgoing Resolution No. 2019-121 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

NOTICE OF PUBLIC HEARING

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held at a regular City Council Meeting on Tuesday, September 24, 2019 at 5:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California regarding the following:

An application for Edward Byrne Memorial Grant funding through the Office of Justice Planning in the amount of $11,618 to purchase new Tasers and technology based equipment that supports the National Incident Based Reporting System (NIBRS) reporting system for use by the Banning Police Department.

Information regarding the foregoing can be obtained by contacting the Banning Police Department (951) 849-1097 or by visiting the Police Department located at 125 E. Ramsey.

ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or send their written comments to the City Clerk, 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, if a public hearing is held on the proposal, you or someone else must have raised those issues 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 CITY CLERK of the City of Banning, California.

/s/ Daryl Betancur, Deputy City Clerk

City of Banning, California

DATED: September 10, 2019

PUBLISH: September 13, 2019

BANNING UTILITY AUTHORITY
COMMISSION REPORT

TO:	**COMMISSION OF THE UTILITY AUTHORITY**
FROM:	**Douglas Schulze, Executive Director**
PREPARED BY:	**Jennifer Christensen, City Administrative Services Director** **Suzanne Cook, Deputy Finance Director** **Doug Anderson, Urban Futures, Inc.**
MEETING DATE:	**September 24, 2019**
SUBJECT:	**Establishment of Regular Meeting Dates for the Banning Utility Authority**

RECOMMENDATION:

Staff recommends that the Banning Utility Authority adopt Resolution No. 2019-18 UA, Establishing a Regular Meeting Schedule and Providing for Matters Related Thereto.

BACKGROUND:

The Banning Utility Authority (the "Authority") is a joint exercise of powers agency, established and authorized pursuant to a Joint Exercise Powers Agreement dated July 12, 2005, as amended, by and between the City of Banning and the Banning Parking Authority, and the powers of the Authority include the power to issue bonds for any of its corporate purposes.

The attached resolution will establish a more frequent regular meeting schedule, in order to more efficiently conduct Authority business.

The proposed Authority regular meeting ("Regular Meeting") dates will coincide with regular meeting dates of the City Council, which are presently held on the second and fourth Tuesday of every month at 5:00 p.m., at the same location as the regular City Council meetings, presently held in the Banning City Hall Council Chambers, but may be changed pursuant to direction of the City Council.

If there is no scheduled Authority business to conduct, no agenda for the Authority shall be posted and such Regular Meeting shall be automatically canceled.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution 2019-18 UA
   https://banningca.gov/DocumentCenter/View/6498/2019-18-UA-Authority-Resolution-Establishing-Regular-Meeting-Schedule

Approved by:



Douglas Schulze
Executive Director

RESOLUTION NO. 2019-18 UA

RESOLUTION OF THE BANNING UTILITY AUTHORITY ESTABLISHING A REGULAR MEETING SCHEDULE AND PROVIDING FOR MATTERS RELATED THERETO

WHEREAS, the Banning Utility Authority (the "Authority") is a joint exercise of powers agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Joint Exercise of Powers Act (Articles 1 through 4 of Chapter 5, Division 7, Title 1 of the California Government Code) (the "Act") pursuant to a Joint Exercise Powers Agreement, dated as of July 12, 2005, as amended, by and between the City of Banning (the "City") and the Banning Parking Authority and the powers of such Authority include the power to issue bonds for any of its corporate purposes; and

WHEREAS, it is necessary and advisable for the Authority to establish a more frequent regular meeting schedule; and

NOW THEREFORE, the Commission of the Authority (the "Commission") resolves, determines and orders as follows:

Section 1. **Recitals**. The Commission hereby finds and declares that the above recitals are true and correct, and incorporates them herein this Resolution.

Section 2. **Regular Meeting Schedule and Location.** The Commission hereby establishes a schedule for its regular meetings (each, a "Regular Meeting") consisting of the same schedule as the City of Banning City Council has regular meetings, beginning on October 8, 2019, subject to any cancellation pursuant to Section 3 below. Each Regular Meeting will be held at the same location as the City Council meeting. Presently, the City Council meetings are held on the second and fourth Tuesday of every month at 5:00 PM in the Banning City Hall Council Chambers located at 99 E. Ramsey Street, but may be changed pursuant to the directions of the City Council.

Section 3. **Cancellations without Convening.** If there is no scheduled business to conduct, no agenda for the Authority shall be posted and such Regular Meeting shall be automatically canceled thereby.

Section 4. **Amendment of Meeting Schedule.** The Regular Meeting schedule established herein may be amended by the adoption of a resolution by the Commission.

Section 5. **Delegation of Authority.** The Chairperson, the Executive Director, the Treasurer, and any one of their respective designees, are, and each of them is, hereby authorized and directed to do any and all things, and to execute and deliver any and all documents which said officers may deem necessary or advisable to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

Section 7. **Certification**. The Secretary shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect. Notwithstanding the foregoing, such certification and any of the other duties and responsibilities assigned to the Secretary pursuant to this Resolution may be performed by an Assistant Secretary with the same force and effect as if performed by the Secretary hereunder.

Section 8. **Effective Date**. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED and ADOPTED this 24th day of September 2019.

_____
Arthur L. Welch
Banning Utility Authority

ATTEST:

_____
Laurie Sampson, Acting Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2019-18 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laurie Sampson, Acting Secretary
Banning Utility Authority
City of Banning, California

BANNING UTILITY AUTHORITY
COMMISSION REPORT

TO: **COMMISSION OF THE UTILITY AUTHORITY**

FROM: **Douglas Schulze, Executive Director**

PREPARED BY: **Jennifer Christensen, City Administrative Services Director**
Suzanne Cook, Deputy Finance Director
Doug Anderson, Urban Futures, Inc.

MEETING DATE: **September 24, 2019**

SUBJECT: **Authorizing the Selection of a Purchaser Proposal for the Refunding of the 2005 Wastewater Enterprise Revenue Bonds**

RECOMMENDATION:

Staff recommends that the Banning Utility Authority adopt Resolution No. 2019-19 UA, Authorizing the Selection of a Proposal Related to the Proposed Issuance of its Wastewater Enterprise Refunding Revenue Bonds, 2019 and Authorizing the Taking of Certain Actions in Connection Therewith.

BACKGROUND:

At a joint meeting on July 9, 2019, the Banning Utility Authority (the "Authority") and the City Council adopted Resolution No. 2019-12 UA 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.

Stifel, Nicolaus & Company, acting as placement agent, has solicited bids from potential purchasers of the proposed refunding bonds (the "2019 Bonds"). Several proposals (the "Proposals") from potential purchasers have been received.

The attached Resolution will authorize the Executive Director to, on behalf of the Authority, select the Proposal that the Executive Director, in consultation with Urban Futures, Inc. as Municipal Advisor, has determined will provide the most favorable terms for the direct placement of the 2019 Bonds, and, if required by the terms of the selected Proposal execute an acceptance to such proposal and return the same to the selected potential purchaser.

The Executive Director, in consultation with Bond Counsel, will also be authorized to proceed with the preparation of an Indenture, and such Indenture will be presented in substantially final form to the Authority for consideration of approval at a future meeting of the Authority.

FISCAL IMPACT:

By issuing the proposed 2019 Bonds to refund the outstanding 2005 Bonds, the City can save an estimated $1.4 million in debt service payments over the remaining term of the bonds, without extending the current final maturity date of November 1, 2035. All costs of issuance will be paid from bond proceeds, and the estimated savings is net of such costs. The 2019 Bonds would be secured by the same revenues (Net Revenues of the Wastewater system) that are currently pledged to the 2005 Bonds, and the 2019 Bonds would not be a debt of the City's general fund.

ATTACHMENTS:

1. Resolution 2019-19 UA
   https://banningca.gov/DocumentCenter/View/6500/2019-19-UA-Term-Sheet-Authority-

Approved by:



Douglas Schulze
Executive Director

RESOLUTION NO. 2019-19 UA

RESOLUTION OF THE BANNING UTILITY AUTHORITY AUTHORIZING THE SELECTION OF A PROPOSAL RELATED TO THE PROPOSED ISSUANCE OF ITS WASTEWATER ENTERPRISE REFUNDING REVENUE BONDS, 2019 AND AUTHORIZING THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Banning Utility Authority (the "Authority") is a joint exercise of powers agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Joint Exercise of Powers Act (Articles 1 through 4 of Chapter 5, Division 7, Title 1 of the California Government Code) (the "Act") pursuant to a Joint Exercise Powers Agreement, dated as of July 12, 2005, as amended, by and between the City of Banning (the "City") and the Banning Parking Authority and the powers of such Authority include the power to issue bonds for any of its corporate purposes; and

WHEREAS, the City owns and leases to the Banning Utility Authority that certain wastewater system ("Wastewater System"); and

WHEREAS, the Authority has previously issued its $7,100,000 Wastewater Enterprise Revenue Bonds, Refunding and Improvement Projects, 2005 Series (the "2005 Bonds"), to finance certain improvements to the Wastewater System and to refinance certain obligations of the Authority; and

WHEREAS, the Authority is considering issuing its Wastewater Enterprise Refunding Revenue Bonds, 2019 Series (the "2019 Wastewater Bonds") to refund the 2005 Bonds; and

WHEREAS, the Authority, in consultation with Urban Futures, Inc., as the municipal advisor (the "Municipal Advisor"), is considering the sale of the proposed 2019 Wastewater Bonds to a financial institution through a direct private placement transaction; and

WHEREAS, Stifel, Nicolaus & Company, Inc., acting as placement agent (the "Placement Agent"), solicited potential purchasers for the 2019 Wastewater Bonds (the "Potential Purchasers") and received several proposals from the Potential Purchasers for the purchase of the 2019 Wastewater Bonds (the "Proposals"); and

WHEREAS, the Authority, in consultation with the Municipal Advisor, is in the process of evaluating the Proposals to determine which Proposal provides the most favorable terms for the direct placement of the proposed 2019 Wastewater Bonds; and

NOW, THEREFORE, THE COMMISSION OF THE BANNING UTILITY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Authority hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Executive Director, in consultation with the Municipal Advisor, is hereby authorized to, on behalf of the Authority, select the Proposal that the Executive Director has determined provides the most favorable terms for the direct placement of the 2019 Wastewater Bonds, and, if required by the terms of the selected Proposal, execute an acceptance to such Proposal and return the same to the selected Potential Purchaser.

Section 3. The Executive Director, in consultation with bond counsel, is hereby authorized to proceed with the preparation of an indenture (or similar document) to document the final terms of the 2019 Wastewater Bonds; provided that the indenture will be presented to this Commission, in its substantially final form, prior to the execution and delivery thereof.

Section 4. The Executive Director or any other officer of the Authority, and each of them, is hereby authorized and directed to execute and deliver any and all documents and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

Section 5. The Secretary shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect. Notwithstanding the foregoing, such certification and any of the other duties and responsibilities assigned to the Secretary pursuant to this Resolution may be performed by a Deputy Secretary with the same force and effect as if performed by the Secretary hereunder.

PASSED, APPROVED AND ADOPTED this 24th day of September , 2019.

_____
Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:

_____
Laurie Sampson, Acting Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

_____

Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2019-19 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Laurie Sampson, Acting Secretary
Banning Utility Authority
City of Banning, California

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **September 24, 2019**

SUBJECT: **Resolution 2019-117, Proclaiming October 2, 2019, as California Clean Air Day**

RECOMMENDED ACTION:

Staff recommends the City Council adopt Resolution 2019-117, proclaiming October 2, 2019, as California Clean Air Day.

BACKGROUND:

The Coalition for Clean Air launched Clean Air Day to unite people to action to improve community health and help develop habits to achieve clean air. This year, California Clean Air Day takes place on October 2, 2019. This day of action focuses on the improvement of community health and the impacts of air pollution upon Californians, hospitals and healthcare organizations, schools and school districts, businesses and workplaces, community, non-profits, and cities and local governments. With major sponsors including Edison International, SoCalGas, Los Angeles World Airports (LAX), and millions of Californians pledging to take at least one action to help "clear the air," California Clean Air Day requires increased assistance to expand positive effectiveness and impact.

WRCOG staff is serving as the Inland Empire Working Group Co-Chair to help organize a series of events and activities for California Clean Air Day in Riverside and San Bernardino Counties. Events surrounding October 2, 2019, encompass the mission of improving air quality. Some of the activities that are being planned for California Clean Air Day include:

- University of California, Riverside (UCR) and Riverside Public Utilities (RPU) are hosting a Sustainability Day at the UCR Bourns College of Engineering.

- Dignity Health in San Bernardino County is hosting a Health Walk with vendors supporting clean air initiatives.
- A video is being developed to be shown across the Riverside Unified School District to K-12 students highlighting the benefits and importance of clean air.

The objective of Clean Air Day is to encourage individuals, government agencies, businesses, and non-profit organizations to do their part to improve air quality and protect public health. Staff is requesting that the Executive Committee pass a resolution proclaiming October 2, 2019, as California Clean Air Day. Similarly, WRCOG is encouraging member jurisdictions to pass their own resolution for California Clean Air Day, as well as host a tree planting ceremony honoring the resolution. A sample resolution is attached (Attachment 2).

To raise awareness of Clean Air Day, WRCOG is applying for a micro-grant to purchase trees, commemorate plaques, and tree planting materials. Jurisdictions that choose to pass similar resolutions proclaiming October 2, 2019, as California Clean Air Day, will be provided with supplies for a tree planting ceremony at their City Hall or a local park. The tree ceremony will provide cities with photo opportunities to publicize their support for region-wide clean air and public health. WRCOG will support media efforts leading up to Clean Air Day and tree planting ceremonies.

JUSTIFICATION:

Clean Air Day supports a Healthy Community

FISCAL IMPACT:
No fiscal impact.

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

ATTACHMENTS:
1. Resolution 2019-117
   https://banningca.gov/DocumentCenter/View/6452/2019-117-Clean-Air-Day

Approved by:



Douglas Schulze
City Manager

RESOLUTION 2019-117

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA IN SUPPORT FOR AND DECLARATION OF CALIFORNIA CLEAN AIR DAY

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, California has some of the most polluted regions in the United States; and

WHEREAS, cities within the Western Riverside County face disproportionate, negative health impacts due to low air quality, falling within the California Environmental Protection Agency's top 25% most disadvantaged communities, as denoted by SB 535; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affect the natural environment, air quality and well-being of residents, employees, and visitors of the City of Banning; and

WHEREAS, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, everyone can play a role; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 2, 2019; and

WHEREAS, the City of Banning is committed to the health of our residents, workforce, visitors, and community at large.

NOW, THEREFORE BE IT RESOLVED, by the City of Banning, that October 2, 2019, be declared "Clean Air Day" within its jurisdiction.

BE IT FURTHER RESOLVED that we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

PASSED, APPROVED AND ADOPTED this 24th day of September, 2019

_____

Arthur L. Welch, Mayor
City of Banning

ATTESTED:

_____
Laurie Sampson
Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-117, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **September 24, 2019**

SUBJECT: **Resolution 2019-118, Thanking Playhouse Bowl Committee**

RECOMMENDED ACTION:

Staff recommends the City Council adopt Resolution 2019-118, Thanking the Playhouse Bowl Committee for Their Dedication and Hard Work for the Annual Evenings in the Park Concert Series.

BACKGROUND:

The members of the Playhouse Bowl Committee give many volunteer hours to plan, organize, raise funds, coordinate, and manage the Annual Evenings in the Park Concert Series. The concerts are attended by many community members as well as visitors from the San Gorgonio Pass area.

The Playhouse Bowl Evenings in the Park Concert Series is one of two signature events designated by the City Council and it is an important part of the Banning community. Events like Evenings in the Park Concert Series help to build a strong sense of community. Without the Playhouse Bowl Committee and many volunteers, an event like the Playhouse Bowl Evenings in the Park Concert Series would not be possible.

JUSTIFICATION:

Evenings in the Park Concert Series is a signature community event.

FISCAL IMPACT:

No fiscal impact.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-118
   https://banningca.gov/DocumentCenter/View/6453/RESOLUTION-2019-118-Playhouse-Bowl-Association

Approved by:



Douglas Schulze
City Manager

RESOLUTION 2019–118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA THANKING THE PLAYHOUSE BOWL ASSOCIATION FOR THEIR DEDICATION AND HARD WORK FOR THE ANNUAL EVENINGS IN THE PARK CONCERT SERIES

WHEREAS, in 1951, a group of prominent business people, service club members, and residents joined together to find the perfect location to build a concert/playhouse venue; and

WHEREAS, Repplier Park was chosen as the perfect location to build a concert/playhouse venue because of the natural amphitheater in the park and the Playhouse Bowl was developed in 1952; and

WHEREAS, the first concerts were held in the Playhouse Bowl in the summer of 1952; and

WHEREAS, the Playhouse Bowl Association was incorporated in 1962 as a non-profit organization; and

WHEREAS, the Playhouse Bowl Association is comprised of dedicated unpaid volunteers who care deeply about the City of Banning and its residents and have a realization that music is universal in its ability to bring people together, heal, and provide joy; and

WHEREAS, the Playhouse Bowl Association's goals are to make sure the concerts are totally inclusive and welcoming to all who attend and to provide top level entertainment;

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Banning, California does hereby congratulate the Playhouse Bowl Association for its work and extends its sincere gratitude for their contribution to the Banning community.

ADOPTED, SIGNED AND APPROVED THIS 24th day of September, 2019.

_____

Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____
Laurie Sampson
Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-118, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **September 24, 2019**

SUBJECT: **Resolution 2019-119, Thanking Stagecoach Days Association**

RECOMMENDED ACTION:

Staff recommends the City Council adopt Resolution 2019-119, Thanking the Stagecoach Days Association for Their Dedication and Hard Work for the Annual Stagecoach Days Celebration.

BACKGROUND:

The members of the Stagecoach Days Association and numerous volunteers freely give thousands of hours of their time each year to plan, organize, raise funds, coordinate, and manage the various events associated with Banning Stagecoach Days. In addition to the volunteer hours, many volunteers spend their personal money and use their personal assets to improve the facilities and activities that are part of Stagecoach Days.

Stagecoach Days is one of two signature events designated by the City Council and it is an important part of the Banning community. Events like Stagecoach Days build community and celebrate the history of the community. Without the Stagecoach Days Association and many volunteers, an event like Stagecoach Days would not be possible.

JUSTIFICATION:

Stagecoach Days is a signature community event.

FISCAL IMPACT:

No fiscal impact.

OPTIONS:

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

ATTACHMENTS:

1. Resolution 2019-119
   https://banningca.gov/DocumentCenter/View/6454/Resolution-2019-119-Stagecoach-Days-Association

Approved by:



Douglas Schulze
City Manager

RESOLUTION 2019-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA THANKING THE STAGECOACH DAYS ASSOCIATION FOR THEIR DEDICATION AND HARD WORK FOR THE ANNUAL STAGECOACH DAYS CELEBRATION

WHEREAS, the Stagecoach Days Association is a non-profit organization comprised of dedicated local residents who are committed to continuing the long tradition of Banning's signature community event – Stagecoach Days; and

WHEREAS, the Stagecoach Days Association came into being in 2008 after the former Banning Chamber of Commerce Board was no longer able to be the lead organization for the event; and

WHEREAS, Stagecoach Days has been a community event since 1957 and its current success comes not only from the tireless efforts of the Association's committee members, but also from the outstanding support and sponsorship from local businesses, residents, government agencies, and the Morongo Tribe; and

WHEREAS, members of the Stagecoach Days Association acted as overall coordinator for such Stagecoach Days activities such as Whiskerino Contests, Haterino Contests, Stagecoach Days Queen Contests, Street Dances, Live Concerts, Stagecoach Days parades, local rodeos, professional rodeos, carnivals, and other community-building activities;

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Banning, California does hereby congratulate the Stagecoach Days Association for its work and give the Stagecoach Days Association a genuine 'WELL DONE' for their accomplishments during Stagecoach Days 2019.

ADOPTED, SIGNED AND APPROVED THIS 24th day of September, 2019.

_____

Arthur L. Welch, Mayor
City of Banning

ATTEST:

_____

Laurie Sampson
Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____

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

CERTIFICATION:

I, Daryl Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-119, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

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 Civil Engineer

MEETING DATE: **September 24, 2019**

SUBJECT: **Adopt Resolution 2019-16 UA, Approving an Agreement with Systems Analysis & Integration, Inc. DBA Systems Integrated, of Orange, California for SCADA Upgrades to the Water and Waste Water Systems in the Amount of $739,417; and Establishing a Project Contingency of $50,000**

RECOMMENDED ACTION:

Staff Recommends that the Banning Utility Authority adopt Resolution 2019-16 UA:

1. Approving an Agreement with Systems Analysis & Integration, Inc. DBA Systems Integrated, of Orange, California for SCADA Upgrades to the Water and Wastewater Systems in the Amount of $739,417.

2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Agreement for SCADA Upgrades to the Water and Wastewater Systems.

3. Authorizing the City Manager to execute the Agreement for SCADA Upgrades to the Water and Wastewater Systems and any amendments within the approved project contingency of $50,000, including term extensions not to exceed a total of five years, with Systems Analysis & Integration, Inc. DBA Systems Integrated.

BACKGROUND:

The City of Banning currently operates and maintains a water system and a sewer collections system. The water system includes twenty-one ground water wells, two booster stations, and eleven reservoirs across five pressure zones. The collections system

currently has five sewer lift stations. To monitor and control these types of facilities, utilities typically rely on a telemetry system, referred to as a Supervisory Control and Data Acquisition (SCADA) system. Such a system uses sensors and programmable logic controllers to turn pumps on and off and to monitor flowrates, reservoir levels, and pressures. The user interface portion of the SCADA system typically includes graphics, trends, reports, and alarms to help operators make informed decisions about how to operate the systems.

The water system is relying on a SCADA system that was originally installed in the 1990's. The type of hardware and software used in most SCADA systems is typically expected to have a useful life of about 20 years, after which new operational requirements, reliability, and cybersecurity concerns drive the need for upgrades. A portion of the old SCADA system was upgraded in 2008 and is expected to be functional for approximately another decade. Only the oldest part of the water SCADA system is proposed to be replaced at this time.

The sewer collections system has never had a SCADA system, which makes it challenging to operate and to understand flow patterns that ultimately impact the waste water treatment plant. The proposed upgrade will include a new controller and sensors at each lift station to optimize operations as well as alarm capabilities on a variety of possible faults to ensure more reliable operations, including intrusion alarms to discourage vandalism.

Vendor Selection Process

The City of Banning issued a Request for Proposals (RFP) on January 11, 2019 through its Planet Bids website for Design/Build Services for a SCADA System Upgrade. Five firms submitted proposals for consideration. A three-member panel consisting of two City of Banning employees and an outside representative evaluated the proposals on qualifications (20%), pricing (25%), experience (10%), professional references (5%) and their approach & methodology (40%).

The two firms with the highest scores were subsequently invited for interviews in May 2019. The final interview scores determined that Systems Analysis & Integration, Inc. DBA Systems Integrated had the solution that best met the City's needs.

JUSTIFICATION:

The current SCADA system is fragmented between the older installation from the 1990's and the system installed in 2008. The older SCADA system runs on a version of Windows software that is no longer supported, making it vulnerable to cyber attacks. It is critically important that these facilities be upgraded to a modern SCADA system with a hardened server that limits vulnerabilities.

Some of the existing water sites have hardware that is starting to fail and have to be monitored in person more often that would be required with a fully functional SCADA system. Remote monitoring and control is cost-effective and the data collected will be

automatically saved for future reference, such as for master-planning efforts and for optimizing operations. With the new SCADA system, standby personnel will be able to respond remotely to abnormal conditions much faster, whereas currently some of the sites require that an operator drive out to physically verify if there is a problem.

The sewer lift stations currently have local controls and a dial-up alarm system that only reports problems once they are in the critical stage, leaving little time for staff to respond. The new SCADA system will monitor sites continuously, including pump status and levels in the wet well. More in-depth analysis of operations patterns will be possible, including individual pump performance, and potential problems can be detected before they become serious issues.

All five proposals received in response to the RFP exceeded the approved project budget for the current fiscal year. As a result, staff proceeded to negotiate a reduce scope of work with the selected firm, focusing on older and more critical sites, and the resulting final scope of work will be within the amount approved in the current budget.

FISCAL IMPACT:

The Water and Waste Water funds will each pay for a portion of the SCADA Upgrades project, based on the cost of installation at individual sites. The cost breakdown, including proposed contingencies, are as follows:

Fund	Account Number	Base Cost	Contingency	Total
Water	660-6300-471.95-27	$498,706	$40,711	$539,417
Waste Water	681-8000-454.95-14	$240,711	$9,289	$250,000
			Total Project Budget	$789,417

There are adequate funds in the approved FY 2020 budget to cover the base cost of $739,417 and the contingency for the Waste Water. Additional appropriation from the Water fund in the amount of $33,167 is requested to cover the Water contingency. The combined project contingency is $50,000.

ALTERNATIVES:

1. Approve Resolution 2019-16 UA.
2. Reject Resolution 2019-16 UA and provide further direction to staff. Not having a secure and reliable SCADA system may lead to additional labor costs, necessary for in-person verification of operational status, loss of valuable data, and longer response times in case of emergencies.

ATTACHMENTS:

1. Resolution 2019-16 UA
   https://banningca.gov/DocumentCenter/View/6468/Attachment-1-Resolution-2019-16-UA_Award_SCADA_Upgrades
2. Request for Proposals (RFP)
   https://banningca.gov/DocumentCenter/View/6469/Attachment-2---SCADA-RFP
3. Proposal from Systems Integrated
   https://banningca.gov/DocumentCenter/View/6470/Attachment-3---SI-Proposal
4. Agreement with Final Scope
   https://banningca.gov/DocumentCenter/View/6471/Attachment-4---Agreement-With-Final-Scope

Approved by:



Douglas Schulze
City Manager

RESOLUTION 2019-16 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AGREEMENT WITH SYSTEMS ANALYSIS & INTEGRATION, INC. DBA SYSTEMS INTEGRATED, OF ORANGE, CALIFORNIA FOR SCADA UPGRADES TO THE WATER AND WASTE WATER SYSTEMS IN THE AMOUNT OF $739,417; AND ESTABLISHING A PROJECT CONTINGENCY OF $50,000.

WHEREAS, the City of Banning owns and operates its own municipal water system and sewer collection system; and

WHEREAS, a modern and secure Supervisory Control and Data Acquisition ("SCADA") system allows for the remote monitoring and control of utility systems to provide a higher level of service and reliability; and

WHEREAS, most of the existing SCADA equipment for the water system is approximately 20 years old and has reached the end of its useful life; and the sewer collection system, including four lift stations, do not have a SCADA system; and

WHEREAS, on January 11, 2019, the City advertised through its PlanetBids portal an RFP for SCADA Design/Build services and five (5) proposals were received; and

WHEREAS, after an extensive evaluation process and interviews of the top two firms, a three-person evaluation committee ranked Systems Integrated as having the most qualified and best value proposal; and

WHEREAS, City staff negotiated the scope of work to stay within the pre-approved project budget for fiscal years 2019-2020. The proposed cost breakdown including contingency by fund is $539,417 (Water Fund) and $250,000 (Wastewater Capital Facilities Fund).

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

SECTION 1. Banning Utility Authority adopts Resolution 2019-16 UA, approving an agreement for SCADA Upgrades to the Water and Waste Water Systems with Systems Integrated in the amount of $739,417.

SECTION 2. The City Manager, or designee, is authorized to make necessary budget adjustments, appropriations, and transfers related to the agreement for SCADA Upgrades to the Water and Wastewater Systems.

SECTION 3. The City Manager is authorized to execute the agreement with Systems Integrated, and any amendments within the approved project contingency, including term extensions not to exceed a total of five years.

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 24th day of September, 2019.

_____
Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:

_____
Laurie Sampson, Acting Deputy Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Deputy Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2019-16 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 24th day of September, 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laurie Sampson, Acting Deputy Secretary
Banning Utility Authority
City of Banning, California

REQUEST FOR PROPOSALS

FOR PROFESSIONAL SERVICES

FOR

Design/Build Services for Supervisory Control and Data Acquisition (SCADA) System

RFP No. 19-026

Issued by the City of Banning Purchasing Department for:

Public Works Department

99 East Ramsey Street

Banning, California 92220

REQUEST FOR PROPOSALS (RFP) NO. 19-026

Design/Build Services for Supervisory Control and Data Acquisition (SCADA) System

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

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A. Proposal Forms (to be filled out and submitted with, and as part of proposal response)
B. Scope of Services
C. Sample Professional Consultant Service Agreement
D. Sample DIR Checklist and Forms – Not Required with Proposal

1. INTRODUCTION/PURPOSE

The City of Banning ("City") is seeking a qualified entity or individual ("Company") for upgrading its Supervisory Control and Data Acquisition (SCADA) System and is looking for qualified firms to develop a reliable system to more effectively and efficiently monitor, control and operate the water and wastewater systems. 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	January 11, 2019	N/A
Mandatory Pre-Proposal Meeting	January 31, 2019	10:00 a.m. – 4:00 p.m. PST
Non-Mandatory Pre-Proposal Meeting	February 1, 2019	7:00 a.m. – 4:00 p.m.
Final Questions Due	February 8, 2019	Before 4:00pm PST
Responses to Questions Released	February 13, 2019	N/A
Proposals Due	**February 19, 2019**	**Before 4:00pm PST**
Interviews, If Needed	Week of March 4, 2019	To be determined
Tentative City Council Meeting to Consider Awarding Contract	March 12, 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 at least five (5) years' of experience, within the past five (5) years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services ("Services") (Exhibit "B"). 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.

- All prospective Companies must attend the **mandatory** pre-proposal meeting on the date and time set forth in the schedule of events. Attendance is mandatory on the first day of the pre-proposal meeting but not on the second day. The Meeting will be held at Banning City Hall, 99 E. Ramsey Street, Banning, CA 92220. The meeting will begin promptly at the time listed in the schedule. No admittance will be allowed once the meeting has begun. Proposals from prospective Proposers not in attendance at this mandatory meeting will not be considered. Following an initial introduction of City Staff, project description, and expectations, a tour of representative sites will be conducted. The second day of the pre-proposal meeting is offered as an option to those firms that wish to visit every remaining site that is not covered during the first day. Firms do not need to attend the second day in order to have their proposals considered.

- 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.

- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

5. SCOPE OF WORK

The City is seeking proposals for upgrading its Supervisory Control and Data Acquisition (SCADA) System and is looking for qualified firms to develop a reliable system to more effectively and efficiently monitor, control and operate the water and wastewater systems. A preliminary design has been prepared. However, the proposer may offer suggestions to improve upon the current design or incorporate it as it is into their proposal. All responsive proposals should address project management, materials to be provided, software, installation, modifications, programming, testing, startup migration/integration, maintenance and training for a complete SCADA system. Respondents are encouraged to suggest additions or modifications to the illustrative scope that will enhance or clarify the SCADA proposal.

The radios currently utilized are Phoenix Trio 900 and are anticipated will remain in use, unless a strong case can be made to switch to a different product. The upgraded system will consist of Allen Bradley programmable logic controllers (PLCs), telemetry, radios, antennas, enclosures, SCADA HMI, and SMS remote alarm notification.

The completed design should improve existing SCADA update times to allow for more timely information retrieval and quicker response to problems. Generally, the goal is to achieve complete system updates in less than 2 minutes with up to 50 RTUs, using a common technology platform among all stations. Proposals shall assume a single source of responsibility for the system that includes from sensor to SCADA HMI, and include an update strategy that will bring existing lift stations into compliance with current industry standards in regard to control and monitoring.

The selected Company shall provide the services required in Exhibit B, Scope of Services, attached hereto and incorporated herein.

6. GENERAL TERMS AND CONDITIONS

The successful company will be required to execute a Professional Services Agreement ("Agreement"). A sample is attached as Exhibit "C". 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:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance
- Financial Capability
- Disclosure
- Price Proposal
- Proposal Forms ("Exhibit A" - to be filled out and submitted with, and as part of proposal)

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

This section should include the following:

1. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

2. SCADA System Design and Implementation: Technical soundness of the proposed SCADA system approach including the ability to maintain the operations of the current SCADA system during the upgrade and replacement.

3. Project Implementation: Approach to coordinating the design/build work with City related projects and current system.

4. Quality Control and Acceptance Testing: Technical soundness of construction activities, including quality control, testing and acceptance testing.

5. Proposed work Items: The overall impact to the proposed work items on the reliability, schedule, operability, maintenance requirements, long term costs and other factors will be considered.

6. The Proposal shall include a project schedule that represents the major activities necessary to implement the Work. The schedule should commence with the Notice to Proceed and extend to completion of the Work. The Proposer should indicate the proposed task start and finish dates, key interim milestones, and proposed City meeting dates. The proposed schedule shall include all proposed major activities for completing the work, including ordering and delivery of equipment requiring long lead times, and shall identify the interrelationship between tasks, including the critical path. Proposers shall identify the dates where receipt of permits, if needed, are anticipated. The Project schedule shall clearly identify any float in the schedule should the timeframe for obtaining permits extend beyond the Proposer's anticipated timetable for these tasks. Proposers shall also identify specific City responsibilities, anticipated City actions, and suggested City review periods during the design phase, consistent with the requirements of the contract.

   The Division is staffed Monday through Friday from 6:00am to 4:30pm. Operators from both Productions, Distribution and Wastewater are on call after hours. Each have dedicated stand-by phones assigned to them that will take phone calls, text and email. Contractor work at the City will be allowed 7:00 AM to 4:30 PM Monday through Friday.

7. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

8. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

9. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

c. 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.

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

e. Experience and References

The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years of experience, within the past five (5) years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "B"). Particularly in the programing of FactoryTalk View Studio, Allen Bradley CompactLogix PLC's and Phoenix ISM 900 wireless radios. List any recent projects or similar experience related to design-build, including integrating existing systems to the proposed project. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

Company shall provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

f. 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 C).

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

Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

g. 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.

h. 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***

i. Price Proposal

This section of the Proposal (the Price Proposal) shall consist of the base scope of work and any optional additional services. In the event that the Proposer concludes that services beyond the scope of this RFP are recommended to ensure a successful project, they should be clearly identified as such, with the scope and price indicated separate from the work requested here. The proposal must clearly state the basis under which the City may be billed for services. All conditions and assumptions must be stated in the proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

All 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 including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., and include a Grand Total Amount to complete this project and fulfill the entire scope of services herein.

j. Proposal Forms (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. **Statement of Non-Collusion by Contractor**

5. **Agreement for Indemnification by Contractor**

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 (20%)
b. Pricing (25%)
c. Experience (Projects of similar size and scope) (10%)
d. Professional References (5%)
e. Technical Approach and Methodology (40%)

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 the 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 from March 12, 2019 through March 11, 2021 with the option to extend for three (3) additional 1-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 "C". **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)

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EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the RFP No. 19-009 On-Call General Architect Services RFP at any time after September 28, 2018.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after September 28, 2018 with a City Councilmember concerning the RFP No. 19-009 On-Call General Architect Services 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 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 including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., and include a Grand Total Amount to complete this project and fulfill the entire scope of services herein.

Type or description of cost/fee (required)	**Unit price/hourly rate** (if applicable)	**Quantity** (if applicable)	**Extended price** (required)
EX. Engineering	EX. $50.00/hour	EX. 80 hours	EX. $,4000
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$

Grand Total Amount: $_____

Authorized Signature: _____ Date: _____

EXHIBIT B

Scope of Services

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SCOPE OF SERVICES

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BACKGROUND

The City of Banning Public Department, Works Water/Wastewater Division currently operates and maintains the City water system and sewer collections system. This includes twenty-one (21) ground water wells, two which are pumping into a non-potable water system. Two booster stations, and eleven (11) reservoirs that serve five (5) pressure zones. A SCADA system audit was performed by DLT&V in 2007 with recommendations to replace the Kingfisher II PLCs and Wonderware HMI along with the licensed frequency radios that were in use at that time. Since then the City has started a replacement program as new sites or upgrades to sites have been made. The City has started installing Rockwell Automation PLCs and Rockwell Software Factory Talk View with Win 911 alarming. The City replaced all of the licensed radios in 2014 due to the FCC requirements of narrow banding and followed the recommendations of the DLT&V report that called out 900 MHz radios. A second SCADA server was installed in 2016 with Factory Talk View, although the original 1998 Wonderware server remains in service and most of the sites continue to use that system.

The City is interested in installing a new SCADA System at the Wastewater Treatment Plant with communication to five (5) wastewater lift stations using the same hardware as the Potable Water System, but operating independently. Each Lift Station will receive a new PLC Control Panel similar in design and construction as the Potable Water System remote sites.

The 1998 SCADA system consists of a Wonderware InTouch HMI system that polls the Kingfisher II PLC's for this system and has not been upgraded since its original installation and is at InTouch version 7.0. The HMI system is used primarily as a supervisory control system to monitor and control the field information for analog, status, and alarm information. This system has no "as-built" documentation. The second SCADA System was initially started in 2008 with the addition of an eight million gallon reservoir site and now includes four (4) potable wells, four (4) reservoirs and a non-potable water system that includes two (2) non-potable wells and two (2) control valves for filling golf course lakes. It is operated by Allen Bradley PLCs with Rockwell Software Factory Talk View version 11.11.1.1 along with Win 911 alarm services. The Rockwell Software Factory Talk View SCADA System is the City's proposed foundation for moving forward with this design build.

EXISTING DEFICIENCIES

Numerous critical deficiencies were documented in the SCADA Audit with the most pressing being the following items:

Computer hardware is past the end of life cycle. Redundancy is not functional.

- Legacy SCADA Software is unsupported
- Windows Operating System is unsupported

- Customized, obsolete and unreliable communications driver
- Obsolete and not supported Programming Package
- Virtually unsecured system
- Licensing violations

The Wonderware desktop runs on Windows XP and is experiencing critical hardware failures and has become unstable and unreliable. Should a critical system fail, it would take an excessive amount of effort and cost to repair or implement a new system in its place. There is some limited redundancy built into some of the SCADA components but not consistently, and not automatically redundant. No current industry standard disaster recovery plan has been implemented. Should the City lose one or two of the mission critical systems, operations would be at a complete standstill and all control and monitoring would have to be performed by manual field operations. Additionally, historical data could be lost forever and not be available for water production reporting or analysis.

The current version of InTouch HMI used is no longer supported by Wonderware. If the Wonderware software platform was to be retained by the City, it would need to be upgraded to a current version. Newer versions of InTouch utilize industry standard alarming protocols not available on older versions. The field instrumentation includes several Kingfisher PLCs that allows each remote site to operate automatically with all fail safes in place locally should radio, network or computer hardware fail at the field office. The SCADA Audit identified that there are very limited security measures in place to control external human or software access, including both physical access as well as operational access. Furthermore, the SCADA system is unprotected from viral or malware invasions from either local or remote access threats.

AUDIT RECOMMENDATIONS

Based on the Audit findings, the following list provides a summary of critical SCADA System enhancements that need to be planned for and implemented. This list is not intended to be all-inclusive but simply to serve as a starting point to resolve the current critical SCADA issues at hand.

- Provide and implement a reliable, secure, and standardized hardware platform for the controls and operations of the Water Division leveraging state of the art Virtual Machines to minimize hardware and licensing costs. The SCADA system should function primarily as a supervisory system allowing remote control to be initiated if necessary, via the HMI.
- Virtual Machines (VMs) shall run the latest version of Server Operating System supported by the SCADA Software.
- The SCADA system should include redundancy on any hardware or software component critical to daily operations including historical data logging and communications.

- Develop and implement security features to eliminate any possible internal or external threat, including Virus Software and a secure remote access VPN solution. Intrusion and security alarms, including but not limited perimeter intrusion alarms.
- Provide Rockwell Software Historian for historical data storage and retrieval.
- Security plan to include automatic software data and system backups and a disaster recovery plan.
- Communications protocols will be Ethernet/IP.
- Provide recommended system maintenance, repair or replacement for all hardware, software, and equipment.
- Server hardware and HMI upgrades scheduled every 3-5 years, and security patches as needed when vulnerabilities are discovered.

SYSTEM ACCESS

Software user names and passwords are an important piece of access information for the SCADA administrator. The list of User and Administrator Names and Passwords should be kept in a secure location only for administrator access along with the ease of adding and removing security access.

Existing Wonderware Security Access Levels

Position	Levels	Access
Operator in training	4000 5999	Used for all operators making minimum control by turning on/off wells, basic observations.
Operator	6000 8999	Used for all operators making minimum control by turning on/off wells, basic observations.
Supervisor	9000 9998	Allows upper level security clearance to override controls within SCADA and change variables.
Administrator	9999	All of the above plus enables security changes for users.

Existing Factory Talk Security Access Levels

Position	Levels	Access
	A	
	B	
	C	
Supervisor	D	Allows upper level security clearance to override controls within SCADA and change variables.
Administrator	E	All of the above plus enables security changes for users.

OBSERVATIONS

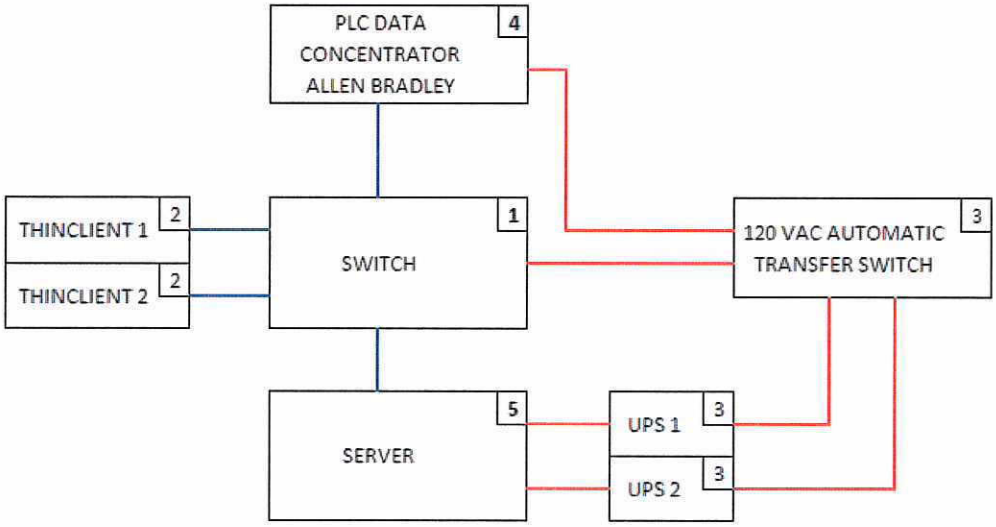
- Access to SCADA computers hardware in all facilities is in an open office environment.
- Doors to these building are not always locked and the equipment is accessible to any person casually passing by these common areas.
- Remote field control units are contained within locked panels.
- SCADA passwords are very simple in nature. These simple passwords create risk for the entire system.

RECOMMENDATIONS

- SCADA equipment should be secured to prevent unauthorized users from making changes, disconnecting or powering off equipment.
- All remote panel Intrusion acknowledge switches should be located within remote panels where operators can acknowledge for better alarm management.
- Establish policies, protocols and entry notification for maintenance and operation of key communication facilities.
- Change all passwords to be higher strength.

NETWORK

The local area network (LAN) consists of Ethernet radio communications. The primary hub of the SCADA network converges at the Water Yard through a repeater at the wastewater treatment plant.



1	Preexisting
2	Provided by the city
3	Purchse New
4	Upgrade SLC 5/05 to Compact Logix 1769-L36ERM
5	Upgrade memmory to 64GB Upgrade to newest Windows Server Operating System Add Hyper-V and create 2 VMs

Ethernet Connection

120V Power

The SCADA network uses static IP addresses. An IP Scheme with addressing, and GPS coordinates for all sites will be provided to the Selected Proposer. A simplified version of the IP scheme is provided for reference:

Site Name	Radio IP Address	PLC IP Address
Field Office	172.xx.x.xxx	192.168.xxx.xxx
Main Office	172.xx.x.xxx	
City Hall	172.xx.x.xxx	
Repeater - Lower	172.xx.x.xxx	
Repeater - Upper	172.xx.x.xxx	
Repeater - Wastewater	172.xx.x.xxx	
Cemetery Hill	172.xx.x.xxx	
Sunset Reservoir	172.xx.x.xxx	192.168.xxx.xxx
Brinton Reservoir	172.xx.x.xxx	192.168.xxx.xxx
BCVWD Intertie	172.xx.x.xxx	192.168.xxx.xxx
Del Rita Hydro Tank	172.xx.x.xxx	
Flume Intake	172.xx.x.xxx	
High Valley Reservoir	172.xx.x.xxx	
San Gorgonio Reservoir	172.xx.x.xxx	
SCE Forebay Tank #2	172.xx.x.xxx	
SCE Hydro Generator	172.xx.x.xxx	
Southwest Reservoir	172.xx.x.xxx	
Sun Lakes - Champion	172.xx.x.xxx	
Sun Lakes - Executive	172.xx.x.xxx	
Sunset Ridge Relay	172.xx.x.xxx	
C-2A	172.xx.x.xxx	
C-3	172.xx.x.xxx	
C-4	172.xx.x.xxx	
C-5	172.xx.x.xxx	
C-6	172.xx.x.xxx	
M-3	172.xx.x.xxx	
M-7	172.xx.x.xxx	
M-9	172.xx.x.xxx	
M-10	172.xx.x.xxx	
M-11	172.xx.x.xxx	
M-12	172.xx.x.xxx	
Well 1	172.xx.x.xxx	
Well 2	172.xx.x.xxx	
Well 3	172.xx.x.xxx	
Well 4	172.xx.x.xxx	
Well 5	172.xx.x.xxx	
Well 7	172.xx.x.xxx	
Well 8	172.xx.x.xxx	
Well 9	172.xx.x.xxx	
Well 10	172.xx.x.xxx	
Well 11	172.xx.x.xxx	
Well 12	172.xx.x.xxx	
Well Repeater	172.xx.x.xxx	
NP-1	172.xx.x.xxx	

OBSERVATIONS

- The network is configured for a simple workgroup. Based upon the size of the network this configuration reduces overall network management. However, to resolve name and IP resolution, a host's configuration file is used. It is absolutely imperative that this file be accurate and up to date and resides on all computer systems.
- Communications to remote sites utilizes unlicensed radios.

RECOMMENDATIONS

- Review network topology and implement a network design to support functional requirements of redundant communications and controls to field instrumentation.
- Completely separate the Water System and Wastewater lift stations into different IP subnets or implement network routing, thus reducing traffic over the radio network.
- The City has added secure VPN broadband network links between Water and Wastewater. Devices should also be configured as routers to eliminate further traffic between the two locations.
- Create a detailed network drawing for all network connected devices that also includes Radio paths and routes to field remote sites.

HMI HARDWARE

The old Kingfisher II SCADA system is built around Wonderware InTouch Development and Runtime Software. The SCADA software runs on one workstation and is used as the main control and logic system used to monitor and control field instrumentation.

The newer Allen Bradley SCADA system is built around Factory Talk software and Win-911. The SCADA software runs on a single server hardware with Windows 7 OS and is used as the main control and logic system used to monitor and control field instrumentation.

There is one laptop used so that operations staff can connect into the SCADA systems remotely using cellular hot spot and VPN.

OBSERVATIONS

The system does not have a redundant hot backup, warm backup or cold standby backup system in case of failure.

- All Desktops and laptops are out of Warranty with exception of the new surface pro Laptop that can VPN through the City network.
- Laptops used to access the SCADA system remotely are prone to personal use and exposure to internet activity while making the central SCADA system vulnerable to viruses and other malware.

- The Uninterruptible Power Supply at the Water Yard is aged. Effectively all the SCADA computers are at risk when a power outage happens. Additionally, these systems are not currently monitored by the SCADA system for availability, AC voltage demand and battery health.
- Only one printer is available for use within the SCADA System and is shared by other operators that often uses all of the toner.

RECOMMENDATIONS

- Provide a reliable, secure hardware platform for the controls and operations of the Water and Wastewater Divisions.
- Develop a sound reliable platform and method to provide redundancy for the controls and operations of the City water and wastewater SCADA Systems.
- Standardize on one manufacturer for hardware to simplify support requirements.
- Purchase all new hardware from this single source with warranty support.
- Develop a hardware replacement rotation to avoid hardware failures and expiration of hardware support.
- Provide hardware based remote access platform for secure remote connectivity to support after hours operations.
- If needed develop an alternative method for internet access for site personnel.
- Remove or limit access to internet on SCADA network.
- Upgrade Historian hardware platform.
- All UPS systems should be monitored by the SCADA system.
- Install dual 1500 VA Smart UPS in the Server Rack with alarm notification of Power Failure.
- Replace printer with color laser printer for SCADA screen and report printing.
- Review current PLC process variables and identify additional information necessary for operations and incorporate these device points into the SCADA application.

HMI SOFTWARE

WONDERWARE

The City utilizes Wonderware InTouch for the old SCADA HMI. The version 7.11 is no longer supported by Wonderware. The graphic screens have very few actual problems or complaints related to the graphics portion of the application.

RECOMMENDATIONS

- Review data being collected from all measurement points and field points for complete transfer to the new SCADA system

- All current reports need review for usefulness and viability.

FACTORY TALK

In general, the application development for the graphic screens is clear, concise, and easy to navigate. The application contains graphic Overview screens, navigation menus, control interaction, alarm enable/disable, trends, reports and communications screens. The Factory Talk software was up to date at the time of the SCADA audit.

RECOMMENDATIONS

- Utilize all graphic development in any plan moving forward with SCADA HMI upgrades.
- Screen drafts are to be submitted to the City for approval.
- All new and/or upgraded sites will have site specific SCADA Screens (minimum one screen per site). In addition, all sites will be added to the Overview Screen.
- Replace all older Wonderware site screens with new format Factory Talk View screens.
- As a minimum, all data on the Wonderware screens will be depicted on the Factory Talk View SCADA Screens.
- Provide intuitive navigation system to provide easy access to any screens with less than 3 clicks, ideally.
- Build customized reports for State reporting, safe yield production reports, along with other typical reports used by modern water and wastewater agencies to monitor operations performance
- All reports should be configured to print to files on an internal file location that can then be made available from all terminals. Operators can then print reports when required without impacting the performance of the main SCADA server.

REMOTE ACCESS

The City currently utilizes VPN services to remotely access the SCADA systems. Laptops use Ethernet and wireless connections to access and connect to the network.

RECOMMENDATIONS

- Upgrade remote access communications for both speed and security with a broadband VPN Server.
- All VPN default user names and passwords are to be reset to user names and passwords provided by the City IT Department.

DATA BACKUPS

The SCADA systems currently have no data backup. There is no automatic software backup schema or policy for the Data and SCADA program files.

RECOMMENDATIONS

- Historical Data should be retained and be available for immediate retrieval for a minimum of 2 years. Historical data older than 2 years should be archived on CD or flash drive.
- Develop and implement a daily, automatic backup procedure to include Historical Data.
- Develop and implement a quarterly offsite backup procedure and policy. This should include all PLC, OIT, SCADA applications, and Historical Data.
- Recommend that an automated data backup system with sufficient storage space be provided that will securely save all Historical data, control program from Factory Talk, PLC programs, communication drivers and HMI configurations.
- A System Architecture should support a means and method to restore system machines within 24 hours.
- All PLC programs developed and/or modified under this contract will be owned solely by the City.
- All documentation for PLC programs, including annotated ladder logic, are to be provided to the City with no password protection or limitations. All PLC code is to be non-password protected. Alternatively, for security purposes only, PLC code can be password protected with a password known to City staff with Administrator-level access.

REMOTE ALARM NOTIFICATION

The SCADA systems currently use Win 911 with internal modems for remote and after-hours alarm notification and acknowledgement. This program sends alarms to the Stand-by phone and the Operations Superintendent's phone via text messaging and keeps sending alarms until acknowledged. On several occasions in the past, the program has failed to notify critical alarms because the program wireless internet locked up. This is critical in nature during after hour operations.

RECOMMENDATIONS

- Recommend implementing an alarm notification system that accommodates current operations and multiple calling groups with redundant features.
- Use a Verizon cellular modem with Win911 to provide robust remote alarm notification.

ANTI-VIRUS

There is currently no standard antivirus software implemented. There are multiple software products installed on the two systems. SCADA computers do not update virus definition files automatically.

RECOMMENDATIONS

- Scan and clean current SCADA hardware and disable internet access on laptops.
- Provide SCADA hardware system that does not have physical access like CD connections available to operators. Limit this physical access to administrators.
- Disable access to USB ports for all Thin Clients.
- All Thin Clients are locked down to allow only access to run the SCADA Application.
- Provide system architecture that prevents remote access users from possible infection or corruption of the SCADA system hardware, software and programs.

PLC PROGRAMMING

All Kingfisher II RTU panels are to be replaced with new enclosures, panels, Compact Logix PLCs, and panel hardware. The following is a list of the current sites using Kingfisher II RTUs.

Wells

- 5
- 7
- 8
- C2-A
- C-3
- C-4
- C-5
- C-6
- M-3
- M-10
- M-11

Reservoirs

- Southwest

Intertie

- BCVWD at Sun Lakes Blvd

The following is a list of sites using Allen Bradley PLC's

Wells

- 1 CompactLogix
- 2 CompactLogix
- 3 CompactLogix
- 4 CompactLogix

Reservoirs

- San Gorgonio Hard wired to the Water Yard SLC 5/05
- Sunset Micrologix 1100 (replace with CompactLogix)
- Brinton West Micrologix 1100 (replace with CompactLogix)
- Brinton East Micrologix 1100 (replace with CompactLogix)
- Mountain Micrologix 1100 (replace with CompactLogix)

Non-Potable

- M-7 CompactLogix
- M-12 CompactLogix
- Champion Lake Wireless I/O to M-7 & M-12
- Executive Lake Wireless I/O to M-7 & M-12

The following is a list of sites without existing SCADA

Wells

- 9
- 10
- 11
- 12

Reservoirs

- High Valley Solar or Hydro Generator Power Required

Pressure Reducing Stations

- K-Mart Solar or Hydro Generator Power Required
- Foothill East Solar or Hydro Generator Power Required
- San Gorgonio / Lincoln Solar or Hydro Generator Power Required
- Hargrave / Lincoln Solar or Hydro Generator Power Required
- Mountain South (Ring of Trees) Solar or Hydro Generator Power Required

RECOMMENDATIONS

- Replace all Wonderware/Kingfisher II RTU's with new Factory Talk HMI/Allen Bradley PLC system using specified hardware.
- Upon Contract award, selected Firm will setup a meeting with the City to discuss programming and control sequences for all existing Kingfisher RTUs. This meeting will provide additional clarification and guidance for all new Allen Bradley PLC programming required for replacement of the Kingfisher RTUs, mainly to ensure all critical functionality is retained with the new system.

- Install new hardware (PLC Control Panel & Radio) and provide PLC/SCADA HMI programing for sites that do not have SCADA.
- Install power generating equipment (hydro generators, Solar, Etc. and battery backup) at sites that have no electricity, by Contractor.
- The City is open to considering Phoenix Contact hardware as equal to Allen Bradley hardware on a case-by-case basis. For the purpose of developing a Price Proposal, assume Allen Bradley components. Once contract is awarded, the City will consider substitutions if there are some advantages in price or availability.

SPARE PARTS

RECOMMENDATIONS

- Review preliminary spare parts list and develop policy for required spares on hand for critical operations.
- Generate a spare parts inventory list and update list as parts are used.
- It is recommended that two of every part listed in the material specification page be turned over to the City when the project is completed for emergency replacement if necessary.

QTY.	MANUFACTURER	PART#	DESCRIPTION
1	ALLEN-BRADLEY	1769-L30ER	COMPACTLOGIX 1 MB MEMORY CONTROLLER
1	ALLEN-BRADLEY	1769-PA4	POWER SUPPLY 120-240VAC INPUT
2	ALLEN-BRADLEY	1769-IA16	16PT. 120VAC INPUT
2	ALLEN-BRADLEY	1769-OW8I	8 PT. ISOLATED VAC-VDC RELAY OUTPUT
2	ALLEN-BRADLEY	1769-IF4I	4 CH. ISOLATED CURRENT-VOLTAGE INPUT
1	ALLEN-BRADLEY	1769-OF4CI	4 CH. ISOLATED CURRENT OUTPUT
1	ALLEN-BRADLEY	1769-ECR	RIGHT SIDE END CAP-TERMINATOR
1	PHOENIX CONTACT	RAD-ISM-900-EN-BD	RADIO - TRIO 900MHZ
1	PHOENIX CONTACT	RS2005	ROUTER - FL MGUARD RS2005 TX VPN - 2701875
1	PHOENIX CONTACT	TRIO-PS-2G/1AC/24DC/5	AC POWER SUPPLY VPN-2903148
1	PHOENIX CONTACT	PLUGTRAB PLT-SEC T3-120-P	SURGE PROTECTION VPN-2905234
1	PHOENIX CONTACT	PLUGTRAB PLT-SEC-T3-BE	SURGE PROTECTION MOUNT VPN-2905557
2	ALLEN-BRADLEY	1492-SP1C020	2A SINGLE POLE CIRCUIT BREAKER
7	ALLEN-BRADLEY	1492-SP1C050	5A SINGLE POLE CIRCUIT BREAKER
1	ALLEN-BRADLEY	1492-SP1C100	10A SINGLE POLE CIRCUIT BREAKER
1	ALLEN-BRADLEY	700-HLT1L1	120VAC SINGLE POLE RELAY
6	ALLEN-BRADLEY	700-HLT1Z24	24VDC SINGLE POLE RELAY
1	ALLEN-BRADLEY	1606-XLP100E	24VDC POWER SUPPLY
38	ALLEN-BRADLEY	1492-EAJ35	END ANCHOR GRAY
11	ALLEN-BRADLEY	1492-J4	1 CIRCUIT TERMINAL BLOCK GRAY
11	ALLEN-BRADLEY	1492-J4 W	1 CIRCUIT TERMINAL BLOCK WHITE
11	ALLEN-BRADLEY	1492-JG4	1 CIRCUIT GROUNDING TERMINAL BLOCK YELLOW-GREEN
36	ALLEN-BRADLEY	1492-JD3	2 CIRCUIT TERMINAL BLOCK GRAY
36	ALLEN-BRADLEY	1492-JDG3P	2 CIRCUIT GROUNDING TERMINAL BLOCK GRAY
20	ALLEN-BRADLEY	1492-FPK224	FUSE PLUG W/ BLOWN FUSE INDICATOR BLACK
16	ALLAN-BRADLEY	1492-FPK250	FUSE PLUG W/ BLOWN FUSE INDICATOR BLACK
20	COOPER BUSSMAN	GMA - 500MA	FUSE - 500MA
16	COOPER BUSSMAN	GMA - 2.5A	FUSE - 2.5A
4	ALLEN-BRADLEY	1492-CJJ5-10	JUMPER - SCREW CENTER 10 POLE YELLOW
2	ALLEN-BRADLEY	1492-CJLJ6-10	JUMPER - PUSH-IN 10 POLE
8	ALLEN-BRADLEY	1492-EBJ16	END BARRIER - 1 CIRCUIT - GRAY
4	ALLEN-BRADLEY	1492-EBJD3	END BARRIER- 2 CIRCUIT - GRAY
14	ALLEN-BRADLEY	1492-EBJD3P	END BARRIER - 2 CIRCUIT W/ GND - GRAY
2	ALLEN-BRADLEY	1492-REC15	15A DUPLEX DIN MOUNT RECEPTACLE
1	WIEGMAN	ETR201F	120-250VAC THERMOSTAT
20FT	THOMAS&BETTS	TY15X3NPG6	1.5"X3" WIRE DUCT
20FT	THOMAS&BETTS	TY15CPG6	1.5" WIRE DUCT COVER
2	AMERICAN INSULATED WIRE CORP.	C-1316-006-BL	6FT 16AWG 13A GROUNDED PLUG
1 BOX	PHOENIX CONTACT	08 28 79 8	LABEL US-EMLP 27X12.5
1 BOX	PHOENIX CONTACT	08 29 48 3	LABEL UCT1-TM 6
1 BOX	PHOENIX CONTACT	08 29 48 2	LABEL UCT1-TM 5
1 ROLL EA	SOUTH WIRE	MISC (16 GAUGE)	WIRE - RED, WHITE, GREEN
1 ROLL EA	SOUTH WIRE	MISC (16 GAUGE)	WIRE - YELLOW
1 ROLL EA	SOUTH WIRE	MISC (16 GAUGE)	WIRE - BLUE, BLUE/WHITE
1	WEIGMANN	N412363612C	36 X 36 X 12 CABINATE
1	WEIGMANN	NP3636C	34.2 X 34.2 BACK PANEL
50	DOTTIE	TEKHW1034	#10X3/4" TEK SCREW
2	BRADY	110925	0.250"X7' PERMASLEEVE MARKERS
1	PHOENIX CONTACT	QUINT AC-UPS 500VA	UPS
1	PHOENIX CONTACT	2320416	UPS-BAT/VRLA-WTR/24VDC/13AH

MASTER PANEL
WALL MOUNT
60 I/O

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NO.	DATE	REVISION

DRAWING TITLE

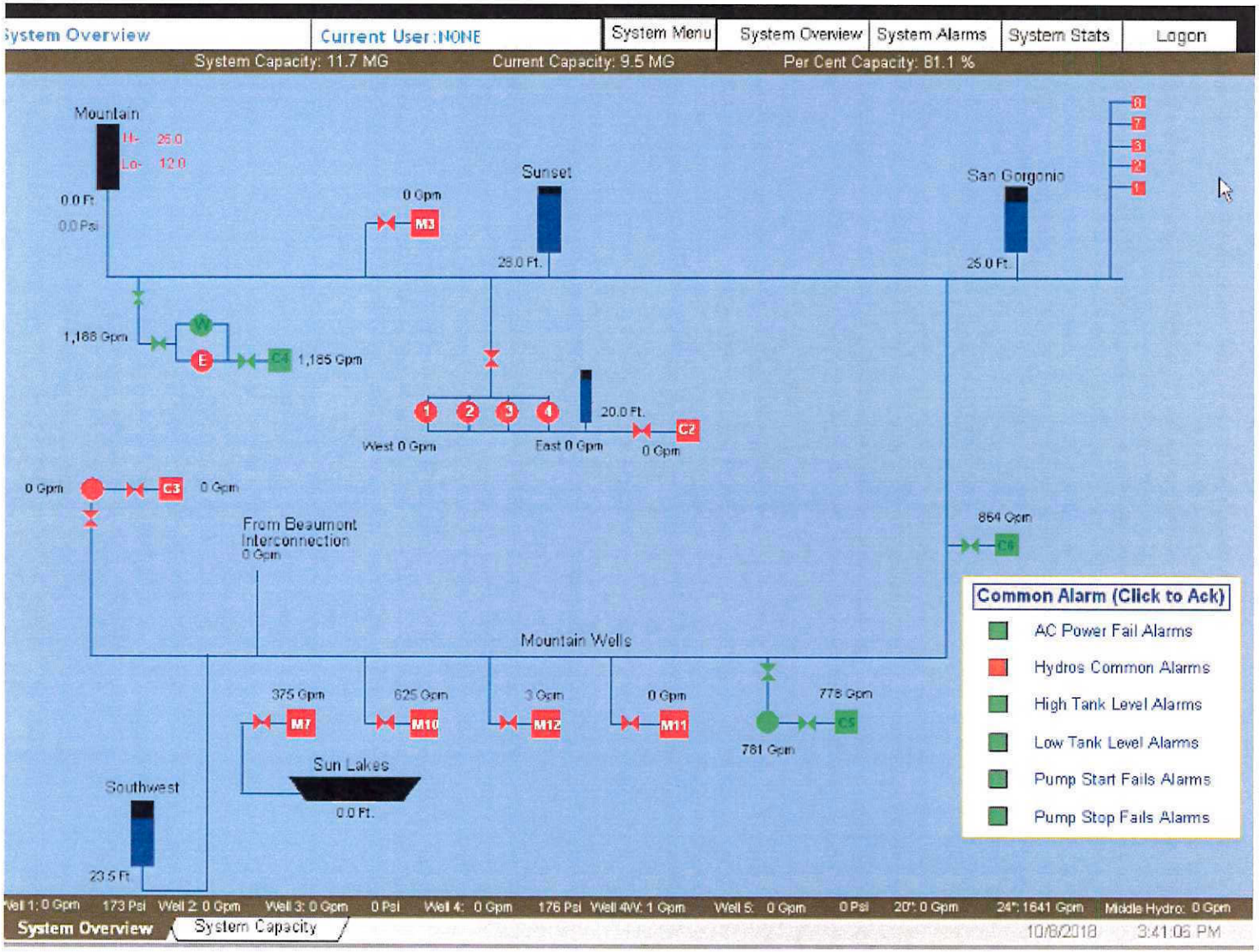
MASTER PANEL
INVENTORY
LIST

JOB NUMBER	DRAWN BY
XXX-XXXXXX	LS2
DATE	CHECKED BY
YYYY/MM/DD	HMM

SHEET NUMBER

11 OF 11

EXISTING WONDERWARE HMI SCREENS AND KINGFISHER RTU PANEL


System Overview
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
System Capacity: 11.7 MG
Current Capacity: 9.5 MG
Per Cent Capacity: 81.1 %
Mountain
Hi- 26.0
Lo- 12.0
0.0 Ft
0.0 Psi
0 Gpm
M3
Sunset
28.0 Ft.
San Gorgonio
25.0 Ft.
1,185 Gpm
1,185 Gpm
20.0 Ft.
West 0 Gpm
East 0 Gpm
0 Gpm
C2
0 Gpm
0 Gpm
From Beaumont
Interconnection
0 Gpm
864 Gpm
Mountain Wells
375 Gpm
625 Gpm
3 Gpm
0 Gpm
778 Gpm
781 Gpm
Sun Lakes
0.0 Ft.
Southwest
23.5 Ft
Common Alarm (Click to Ack)
AC Power Fail Alarms
Hydros Common Alarms
High Tank Level Alarms
Low Tank Level Alarms
Pump Start Fails Alarms
Pump Stop Fails Alarms
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
System Overview
System Capacity
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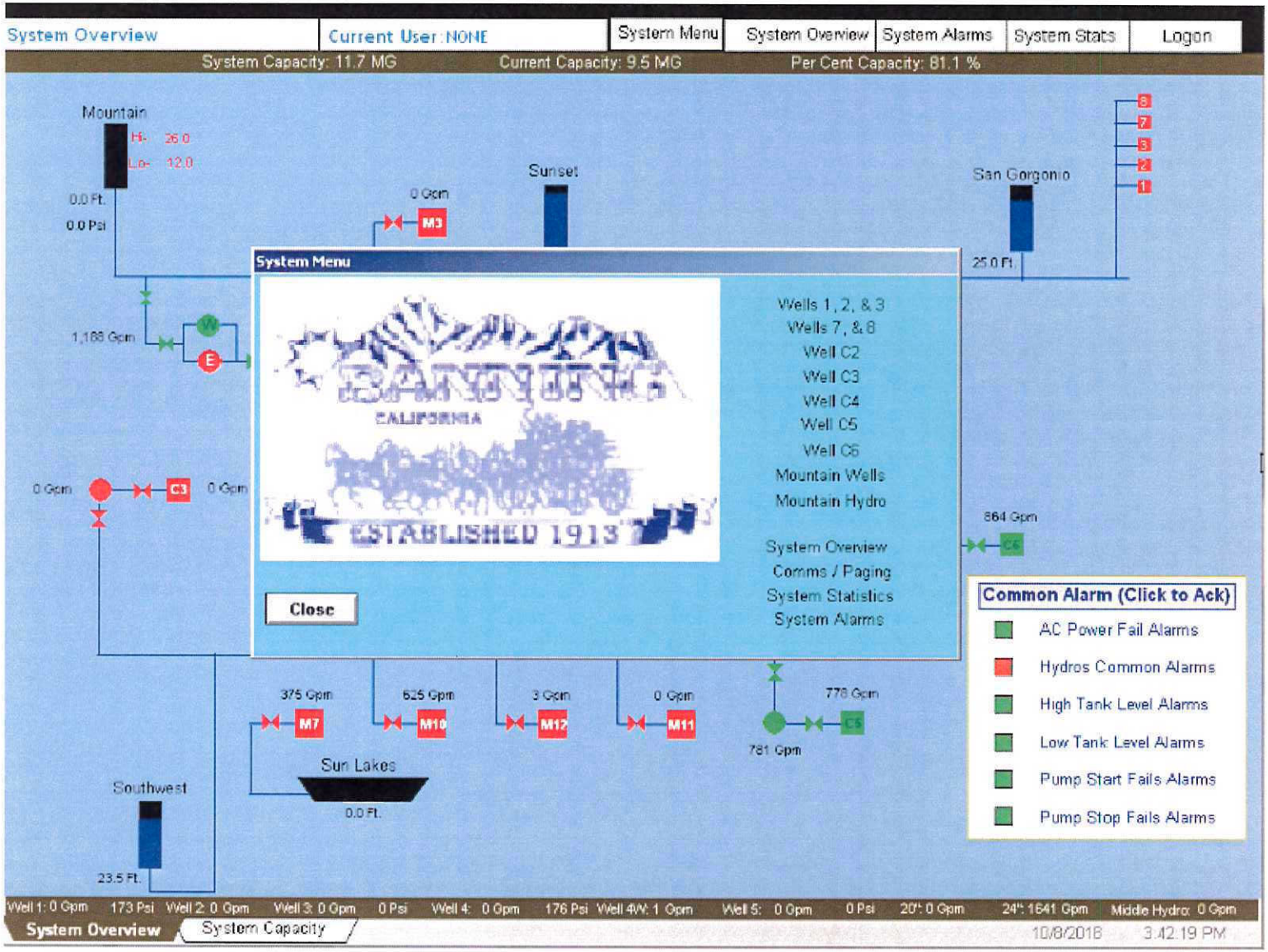
System Overview
Current User : NONE
System Menu
System Overview
System Alarms
System Stats
Logon
System Capacity: 11.7 MG
Current Capacity: 9.5 MG
Per Cent Capacity: 81.1 %
Mountain
Hi- 26.0
Lo- 12.0
0.0 Ft.
0.0 Psi
0 Gpm
M3
Sunset
San Gorgonio
25.0 Ft.
1,188 Gpm
W
E
System Menu
Wells 1, 2, & 3
Wells 7, & 8
Well C2
Well C3
Well C4
Well C5
Well C6
Mountain Wells
Mountain Hydro
System Overview
Comms / Paging
System Statistics
System Alarms
Close
0 Gpm
C3
0 Gpm
864 Gpm
C6
Common Alarm (Click to Ack)
AC Power Fail Alarms
Hydros Common Alarms
High Tank Level Alarms
Low Tank Level Alarms
Pump Start Fails Alarms
Pump Stop Fails Alarms
375 Gpm
M7
625 Gpm
M10
3 Gpm
M12
0 Gpm
M11
776 Gpm
C5
781 Gpm
Sun Lakes
0.0 Ft.
Southwest
23.5 Ft.
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
System Overview
System Capacity
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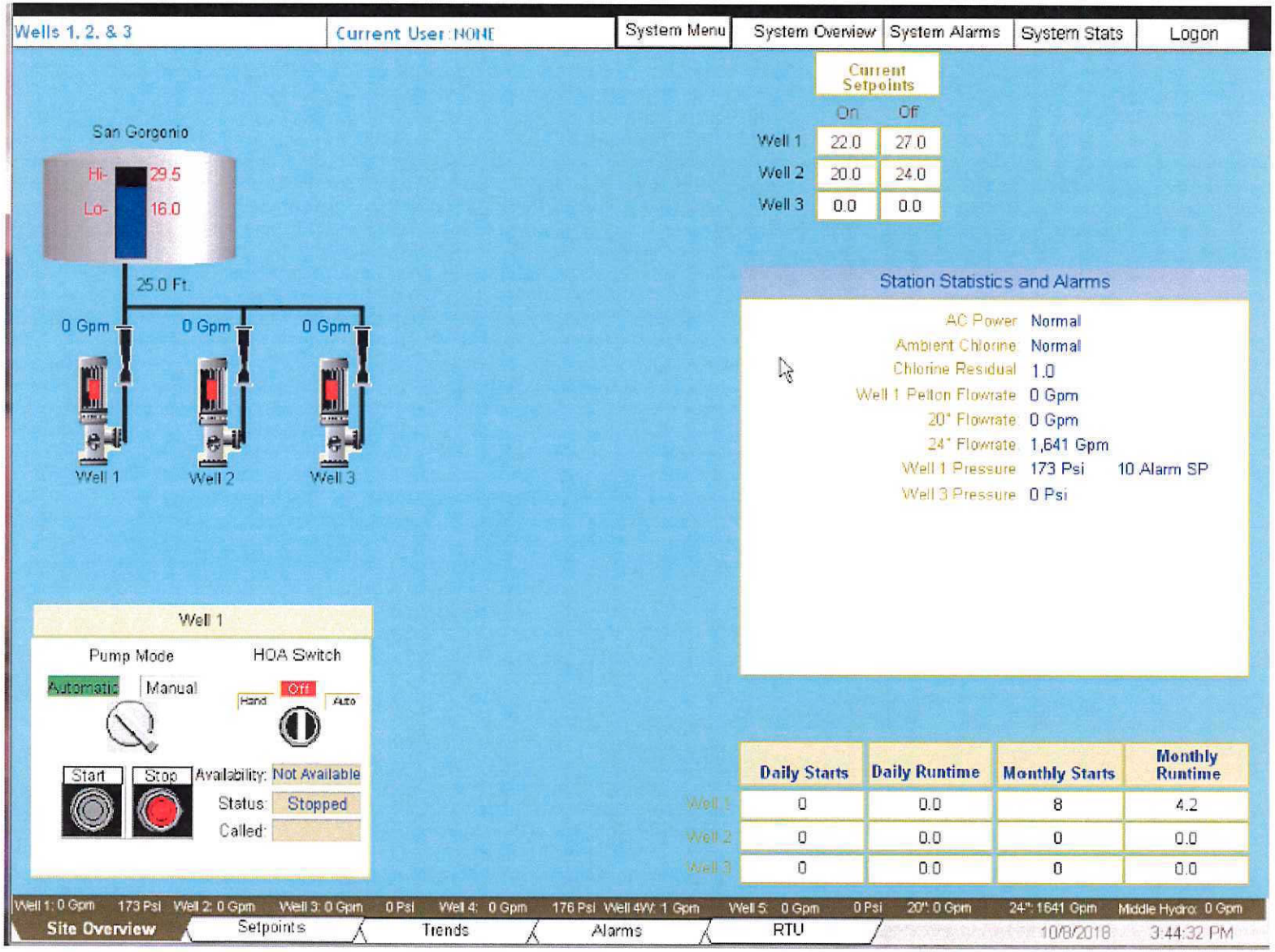
Wells 1, 2, & 3
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Current Setpoints
On
Off
Well 1
22.0
27.0
Well 2
20.0
24.0
Well 3
0.0
0.0
San Gorgonio
Hi-
29.5
Lo-
16.0
25.0 Ft
0 Gpm
0 Gpm
0 Gpm
Well 1
Well 2
Well 3
Station Statistics and Alarms
AC Power
Normal
Ambient Chlorine
Normal
Chlorine Residual
1.0
Well 1 Pelton Flowrate
0 Gpm
20" Flowrate
0 Gpm
24" Flowrate
1,641 Gpm
Well 1 Pressure
173 Psi
10 Alarm SP
Well 3 Pressure
0 Psi
Well 1
Pump Mode
HOA Switch
Automatic
Manual
Hand
Off
Auto
Start
Stop
Availability:
Not Available
Status:
Stopped
Called:
Daily Starts
Daily Runtime
Monthly Starts
Monthly Runtime
Well 1
0
0.0
8
4.2
Well 2
0
0.0
0
0.0
Well 3
0
0.0
0
0.0
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
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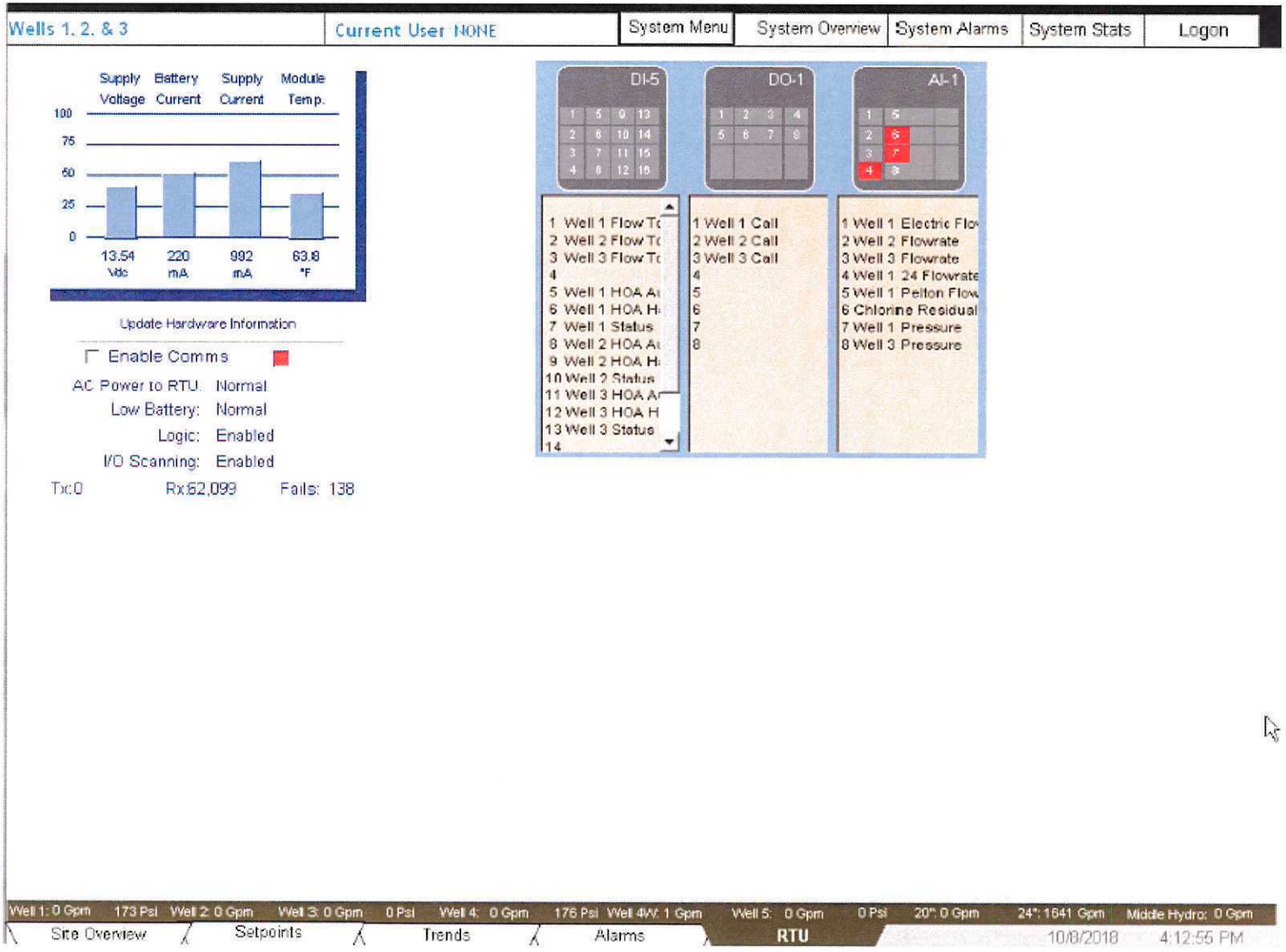
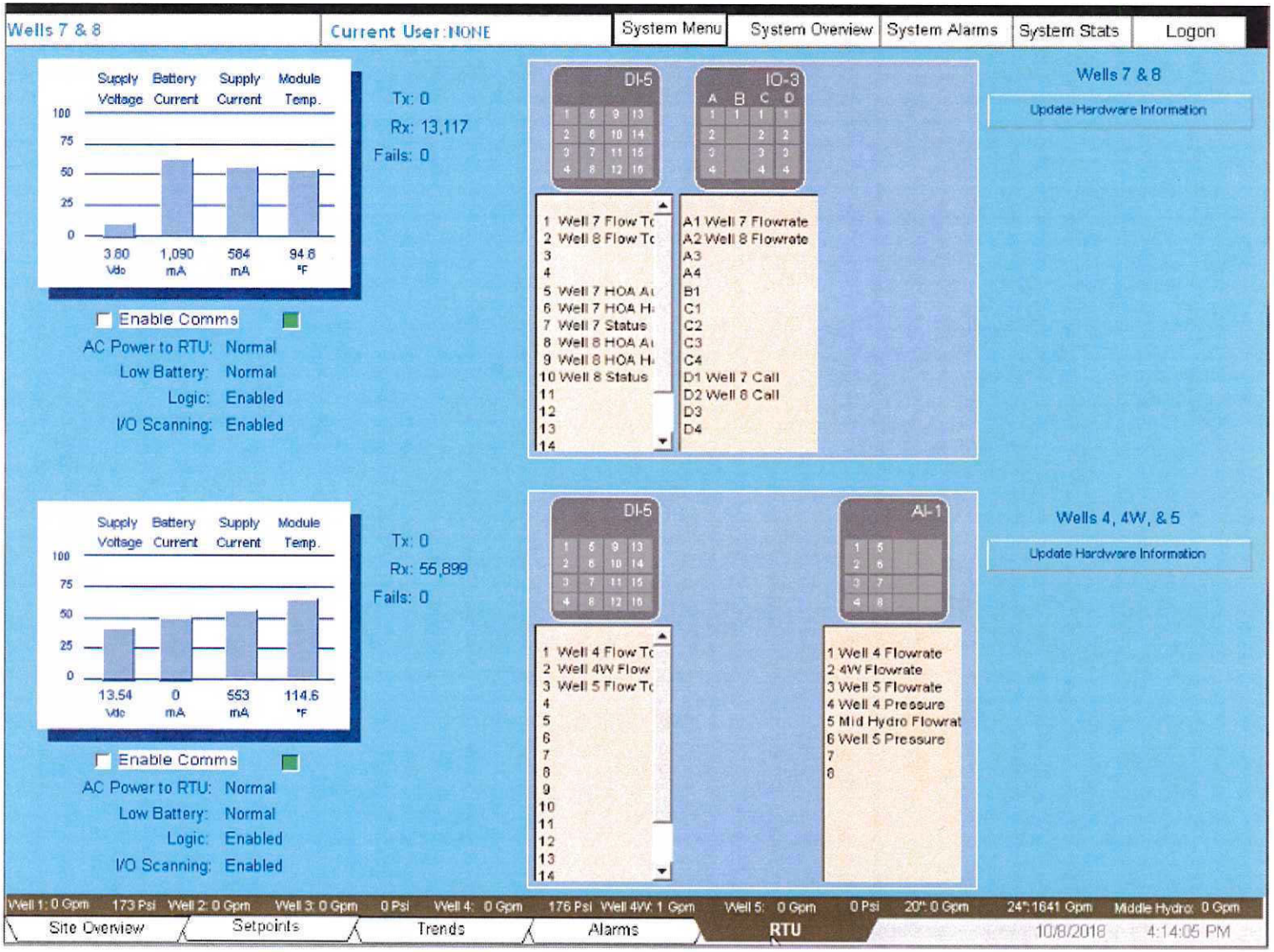

Wells 1, 2, & 3
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
13.54 Vdc
220 mA
992 mA
63.8 °F
Update Hardware Information
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Tx:0
Rx:62,099
Fails: 138
DI-5
DO-1
AI-1
1 Well 1 Flow Tc
2 Well 2 Flow Tc
3 Well 3 Flow Tc
4
5 Well 1 HOA Ar
6 Well 1 HOA Hz
7 Well 1 Status
8 Well 2 HOA Ar
9 Well 2 HOA Hz
10 Well 2 Status
11 Well 3 HOA Ar
12 Well 3 HOA Hz
13 Well 3 Status
14
1 Well 1 Call
2 Well 2 Call
3 Well 3 Call
4
5
6
7
8
1 Well 1 Electric Flo
2 Well 2 Flowrate
3 Well 3 Flowrate
4 Well 1 24 Flowrate
5 Well 1 Pelton Flow
6 Chlorine Residual
7 Well 1 Pressure
8 Well 3 Pressure
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
4:12:55 PM


Wells 7 & 8
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Supply Voltage
Battery Current
Supply Current
Module Temp.
3.60 Vdc
1,090 mA
584 mA
94.6 °F
Tx: 0
Rx: 13,117
Fails: 0
DI-5
IO-3
Wells 7 & 8
Update Hardware Information
1 Well 7 Flow To
2 Well 8 Flow To
5 Well 7 HOA Au
6 Well 7 HOA Hi
7 Well 7 Status
8 Well 8 HOA Au
9 Well 8 HOA Hi
10 Well 8 Status
A1 Well 7 Flowrate
A2 Well 8 Flowrate
B1
C1
C2
C3
C4
D1 Well 7 Call
D2 Well 8 Call
D3
D4
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Supply Voltage
Battery Current
Supply Current
Module Temp.
13.54 Vdc
0 mA
553 mA
114.6 °F
Tx: 0
Rx: 55,899
Fails: 0
DI-5
AI-1
Wells 4, 4W, & 5
Update Hardware Information
1 Well 4 Flow To
2 Well 4W Flow
3 Well 5 Flow To
1 Well 4 Flowrate
2 4W Flowrate
3 Well 5 Flowrate
4 Well 4 Pressure
5 Mid Hydro Flowrat
6 Well 5 Pressure
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
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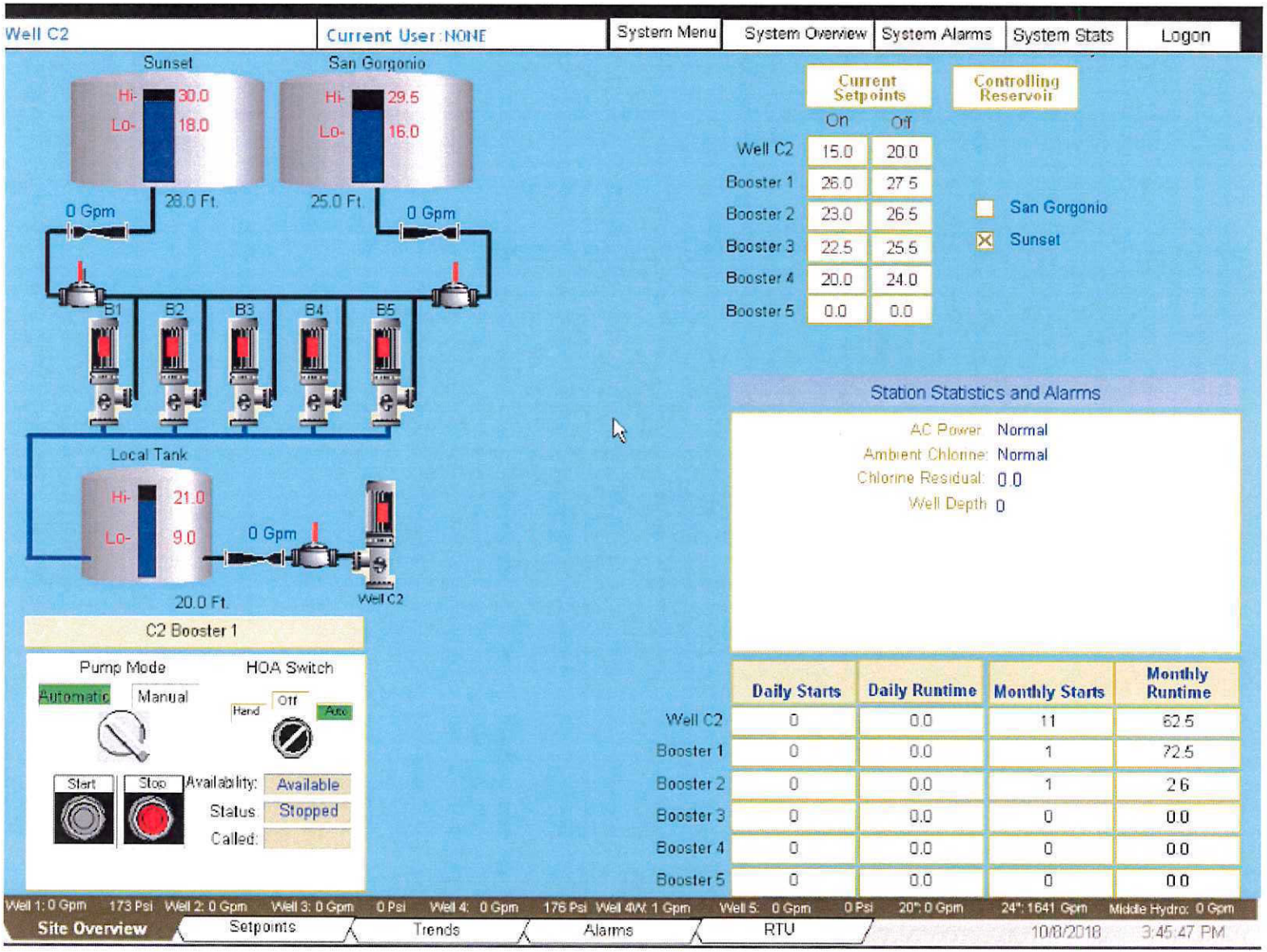
Well C2
Current User : NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Sunset
Hi- 30.0
Lo- 18.0
28.0 Ft.
San Gorgonio
Hi- 29.5
Lo- 16.0
25.0 Ft.
0 Gpm
0 Gpm
B1
B2
B3
B4
B5
Local Tank
Hi- 21.0
Lo- 9.0
20.0 Ft.
0 Gpm
Well C2
Current Setpoints
Controlling Reservoir
On
Off
Well C2 15.0 20.0
Booster 1 26.0 27.5
Booster 2 23.0 26.5
Booster 3 22.5 25.5
Booster 4 20.0 24.0
Booster 5 0.0 0.0
San Gorgonio
Sunset
Station Statistics and Alarms
AC Power Normal
Ambient Chlorine Normal
Chlorine Residual 0.0
Well Depth 0
C2 Booster 1
Pump Mode
Automatic
Manual
HOA Switch
Hand
Off
Auto
Start
Stop
Availability: Available
Status Stopped
Called:
Daily Starts
Daily Runtime
Monthly Starts
Monthly Runtime
Well C2 0 0.0 11 62.5
Booster 1 0 0.0 1 72.5
Booster 2 0 0.0 1 2.6
Booster 3 0 0.0 0 0.0
Booster 4 0 0.0 0 0.0
Booster 5 0 0.0 0 0.0
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
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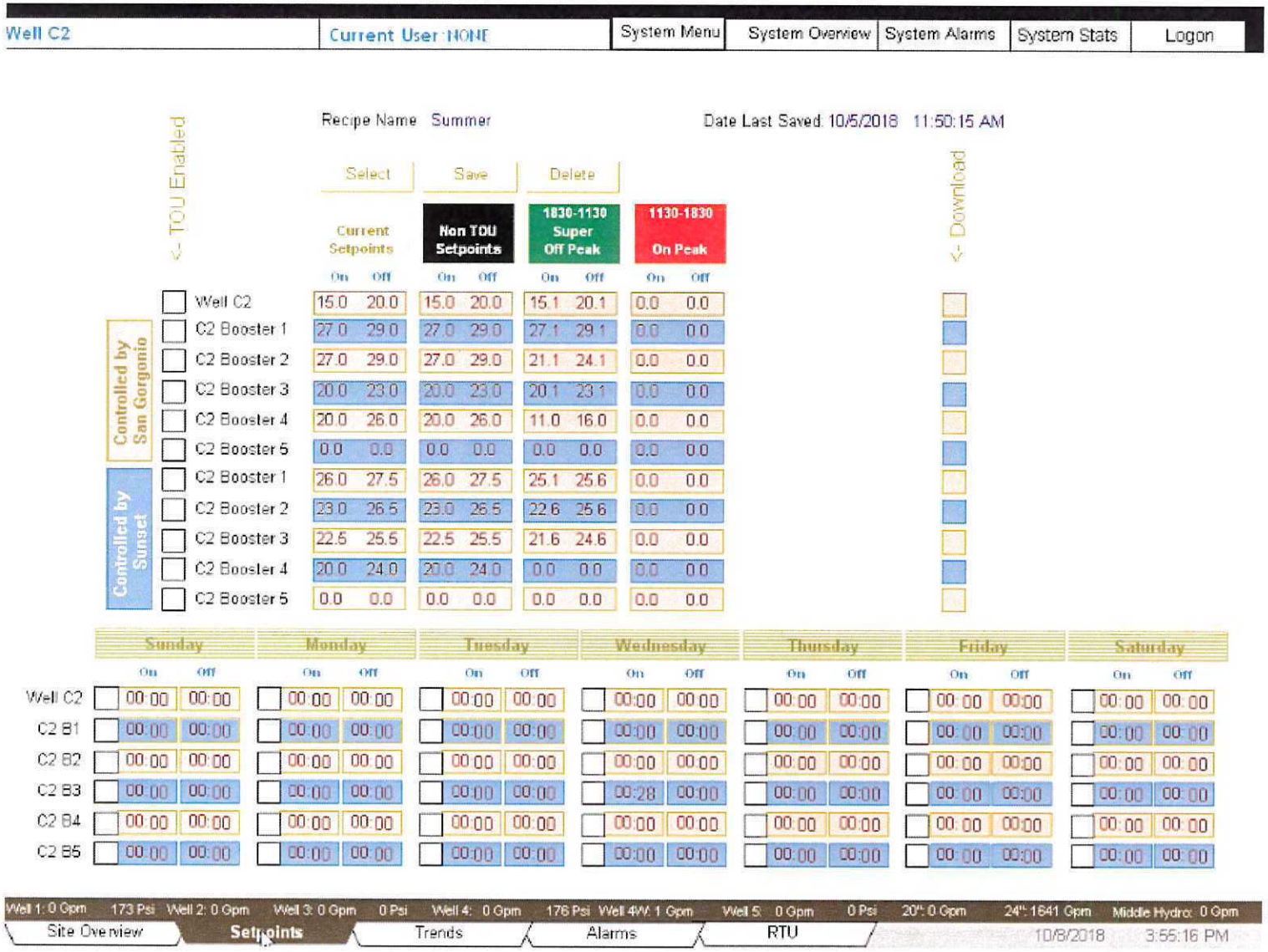
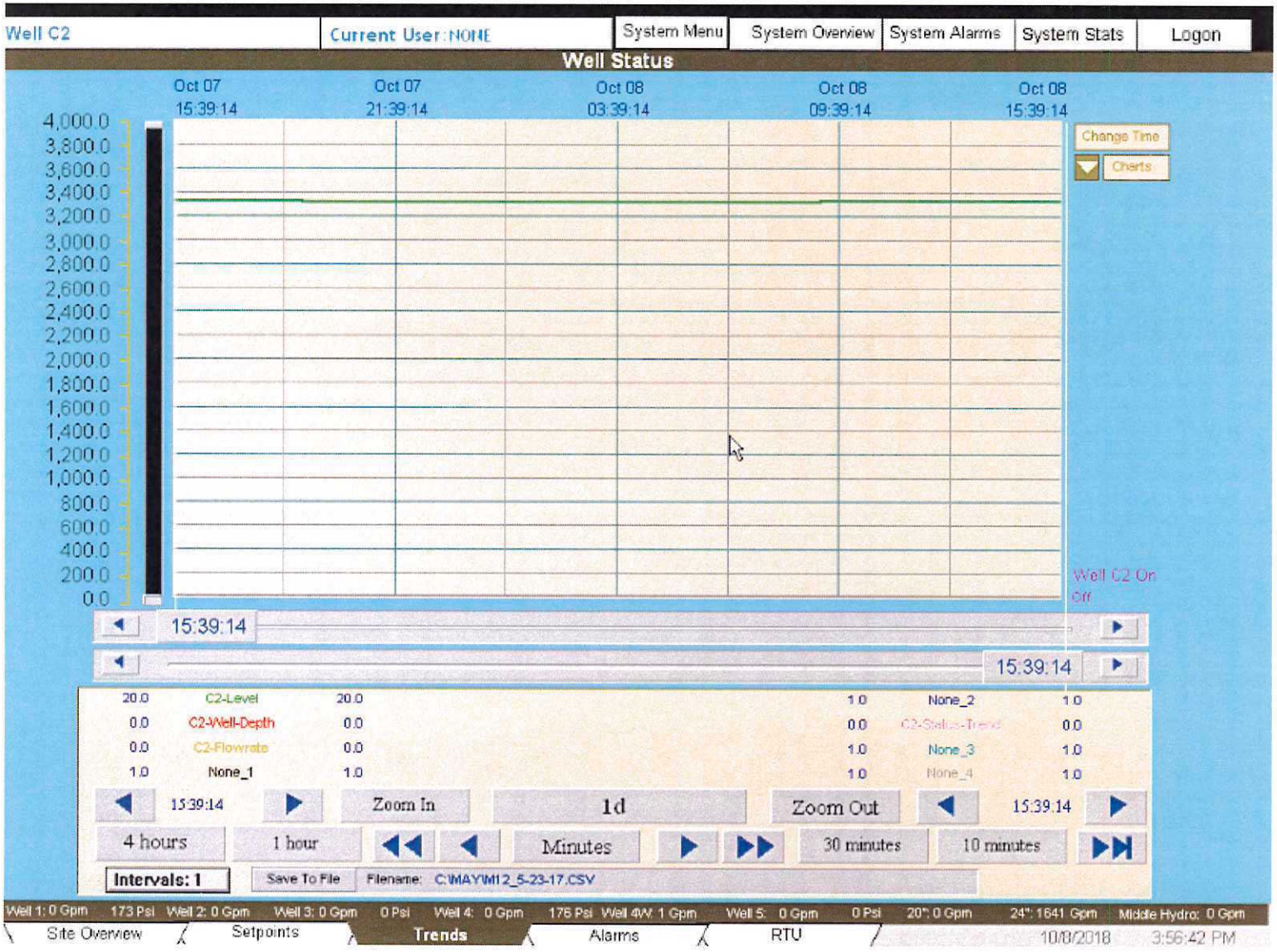
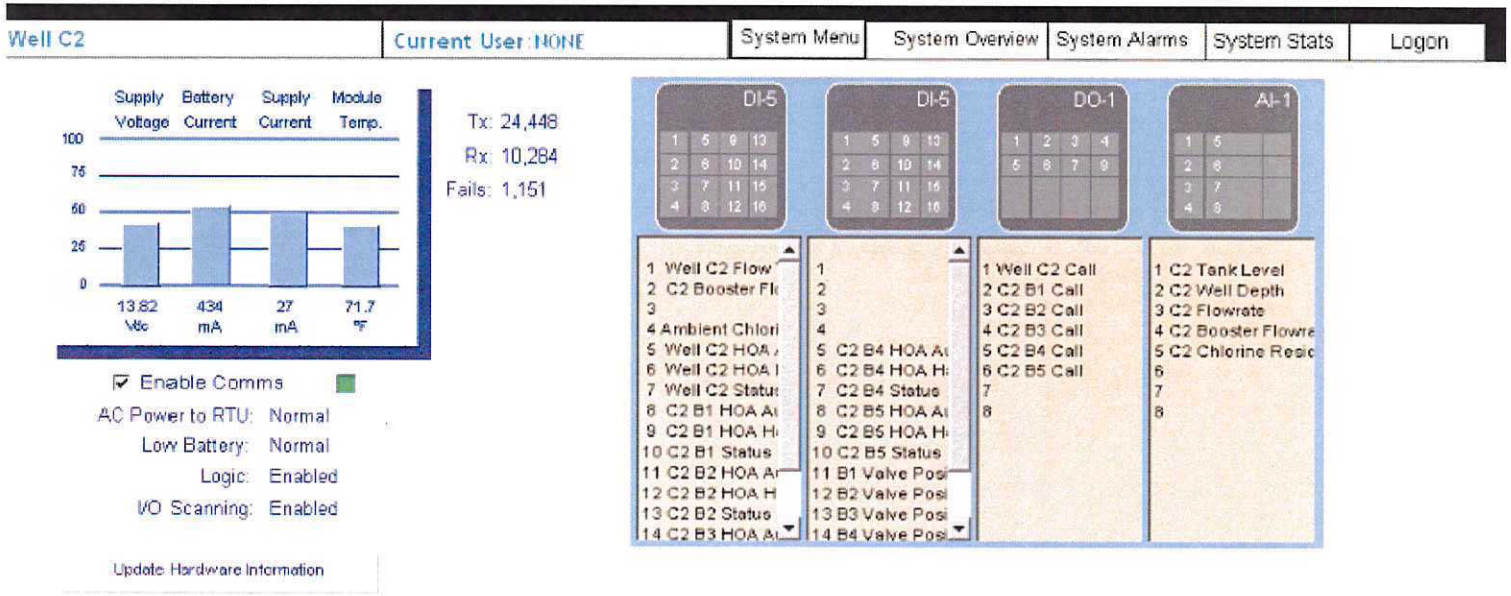
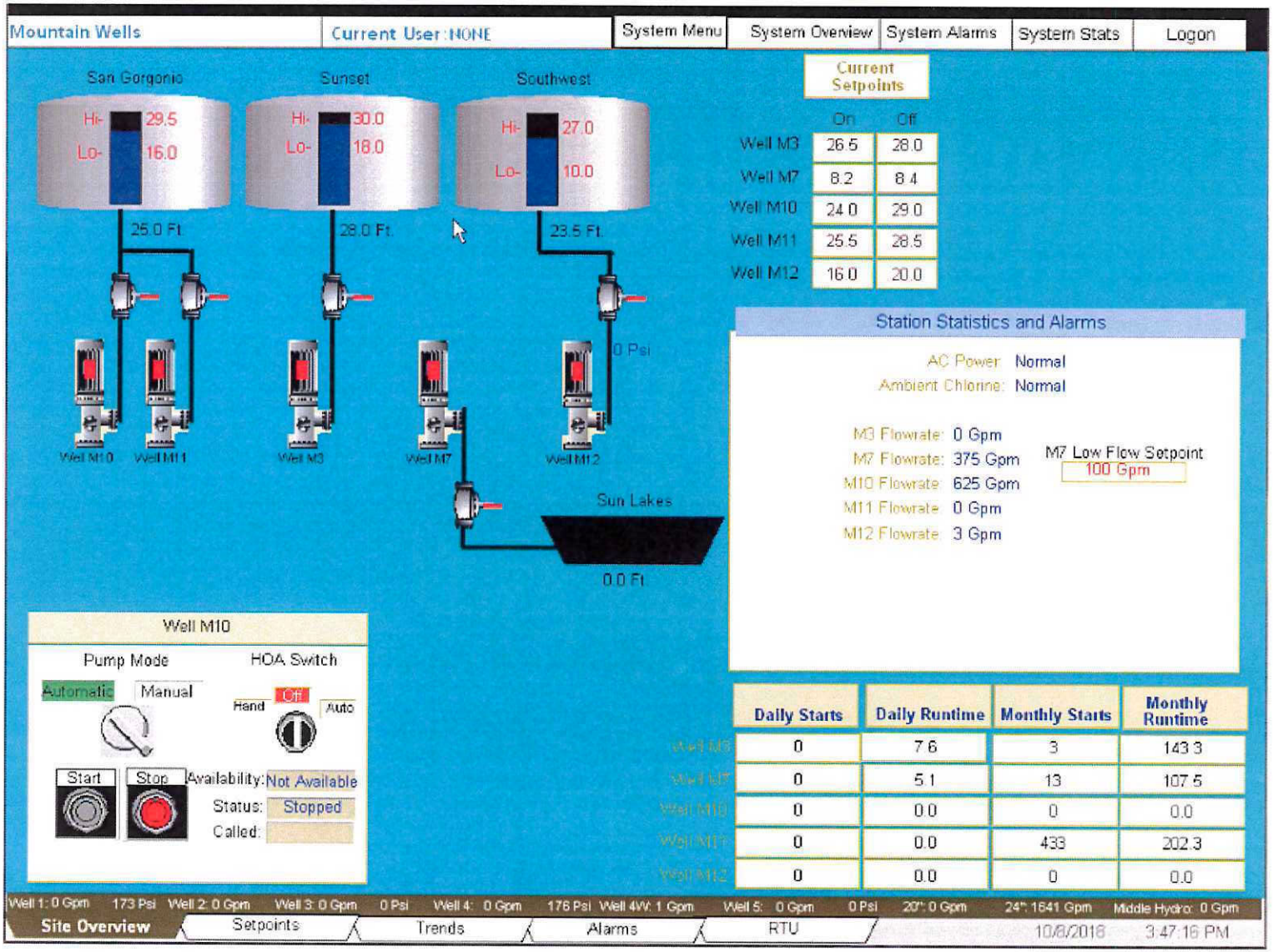
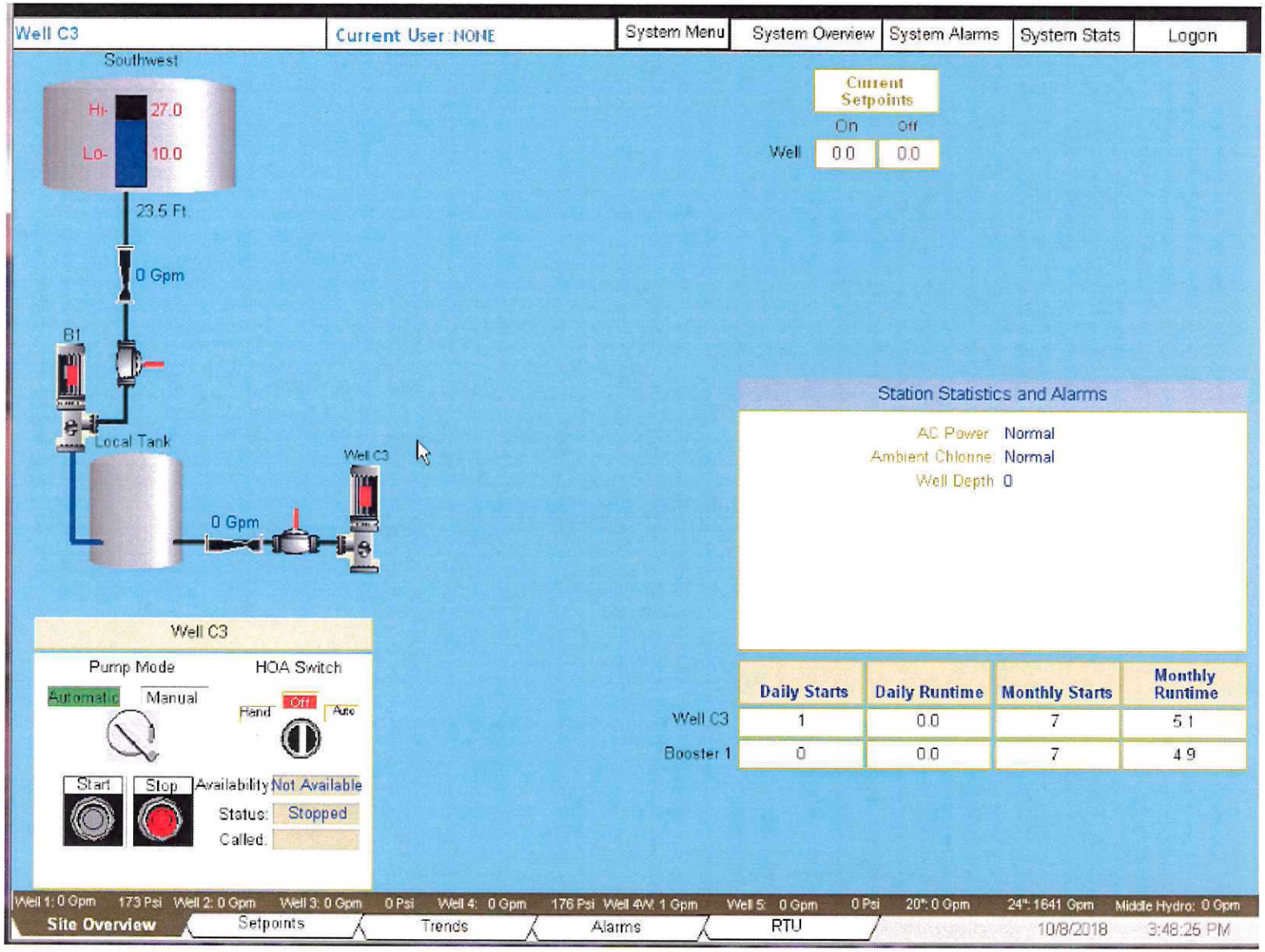
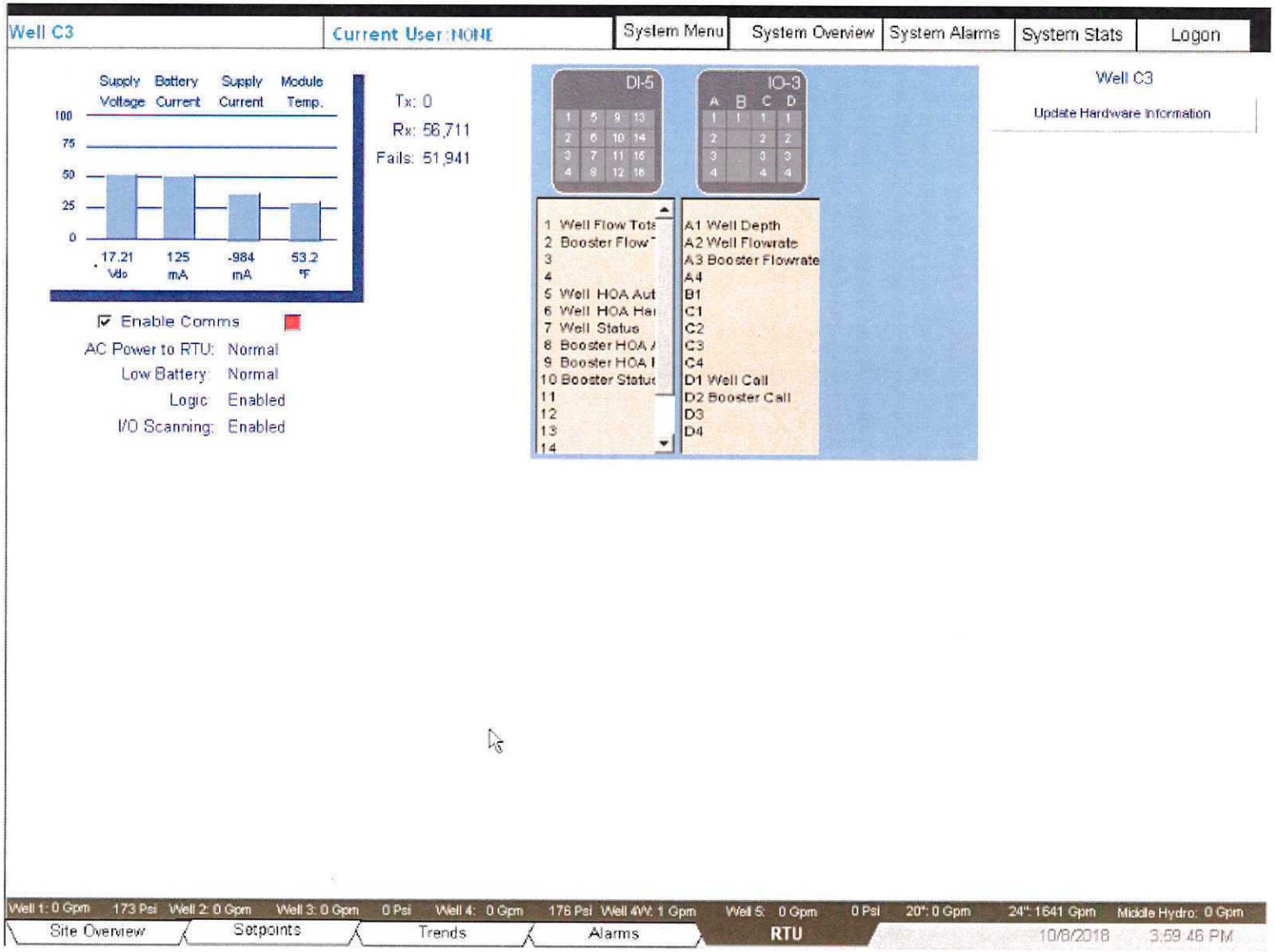

Well C2
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Recipe Name Summer
Date Last Saved: 10/5/2018 11:50:15 AM
<- TOU Enabled
Select
Save
Delete
<- Download
Current Setpoints
Non TOU Setpoints
1830-1130 Super Off Peak
1130-1830 On Peak
On Off
Controlled by San Gorgonio
Controlled by Sunset
Well C2 15.0 20.0 15.0 20.0 15.1 20.1 0.0 0.0
C2 Booster 1 27.0 29.0 27.0 29.0 27.1 29.1 0.0 0.0
C2 Booster 2 27.0 29.0 27.0 29.0 21.1 24.1 0.0 0.0
C2 Booster 3 20.0 23.0 20.0 23.0 20.1 23.1 0.0 0.0
C2 Booster 4 20.0 26.0 20.0 26.0 11.0 16.0 0.0 0.0
C2 Booster 5 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0
C2 Booster 1 26.0 27.5 26.0 27.5 25.1 25.6 0.0 0.0
C2 Booster 2 23.0 26.5 23.0 26.5 22.6 25.6 0.0 0.0
C2 Booster 3 22.5 25.5 22.5 25.5 21.6 24.6 0.0 0.0
C2 Booster 4 20.0 24.0 20.0 24.0 0.0 0.0 0.0 0.0
C2 Booster 5 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0
Sunday Monday Tuesday Wednesday Thursday Friday Saturday
On Off
Well C2 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00
C2 B1 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00
C2 B2 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00
C2 B3 00:00 00:00 00:00 00:00 00:00 00:00 00:28 00:00 00:00 00:00 00:00 00:00 00:00 00:00
C2 B4 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00
C2 B5 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00 00:00
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018 3:55:16 PM

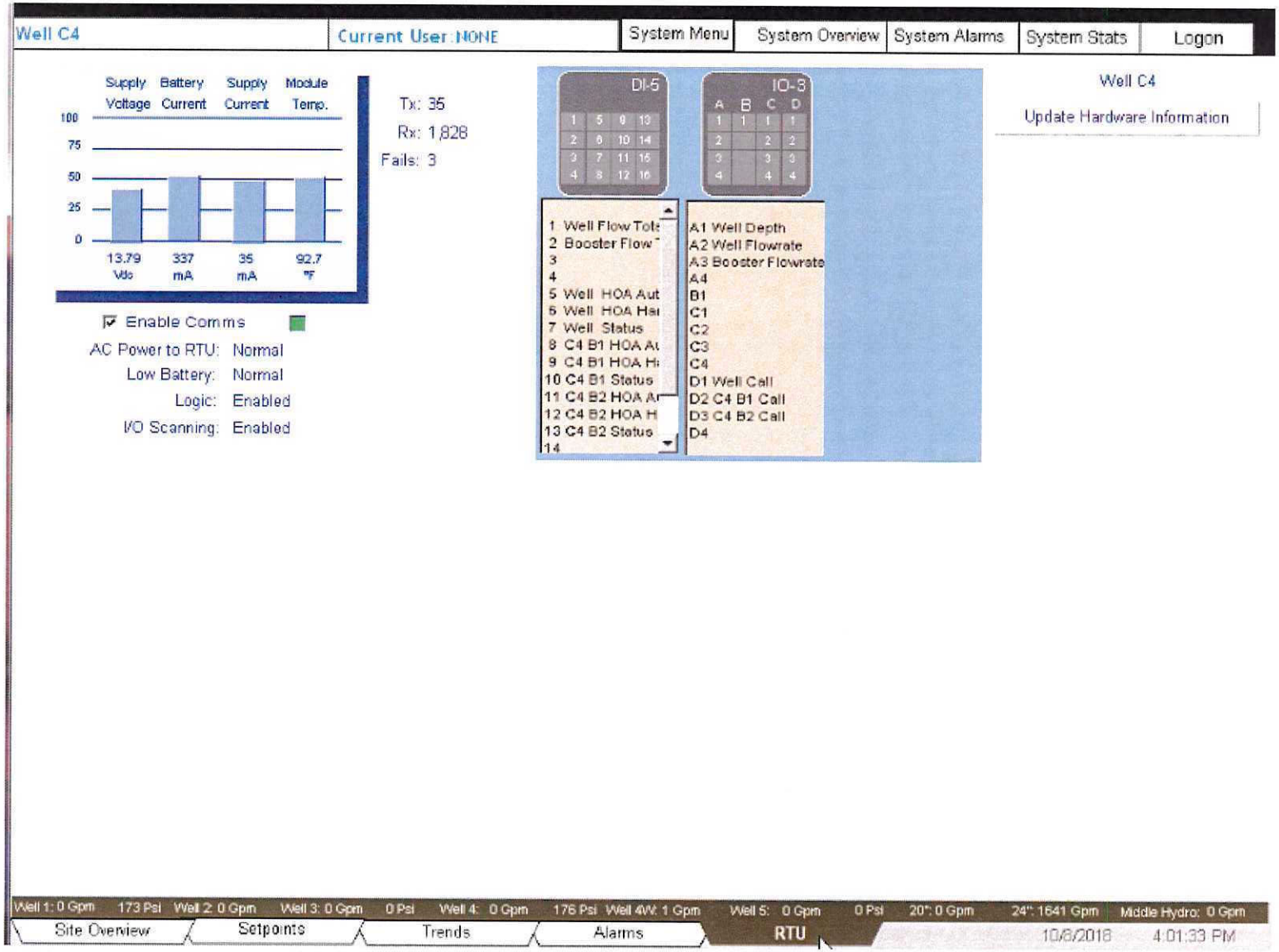

Well C2
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Well Status
Oct 07 15:39:14
Oct 07 21:39:14
Oct 08 03:39:14
Oct 08 09:39:14
Oct 08 15:39:14
4,000.0
3,800.0
3,600.0
3,400.0
3,200.0
3,000.0
2,800.0
2,600.0
2,400.0
2,200.0
2,000.0
1,800.0
1,600.0
1,400.0
1,200.0
1,000.0
800.0
600.0
400.0
200.0
0.0
Change Time
Charts
Well C2 On
Off
15:39:14
15:39:14
20.0 C2-Level 20.0
0.0 C2-Well-Depth 0.0
0.0 C2-Flowrate 0.0
1.0 None_1 1.0
1.0 None_2 1.0
0.0 C2-Status-Trend 0.0
1.0 None_3 1.0
1.0 None_4 1.0
15:39:14
Zoom In
1d
Zoom Out
15:39:14
4 hours
1 hour
Minutes
30 minutes
10 minutes
Intervals: 1
Save To File
Filename: C:\MAY\M12_5-23-17.CSV
Well 1: 0 Gpm 173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm 0 Psi
Well 4: 0 Gpm 176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm 0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018 3:56:42 PM

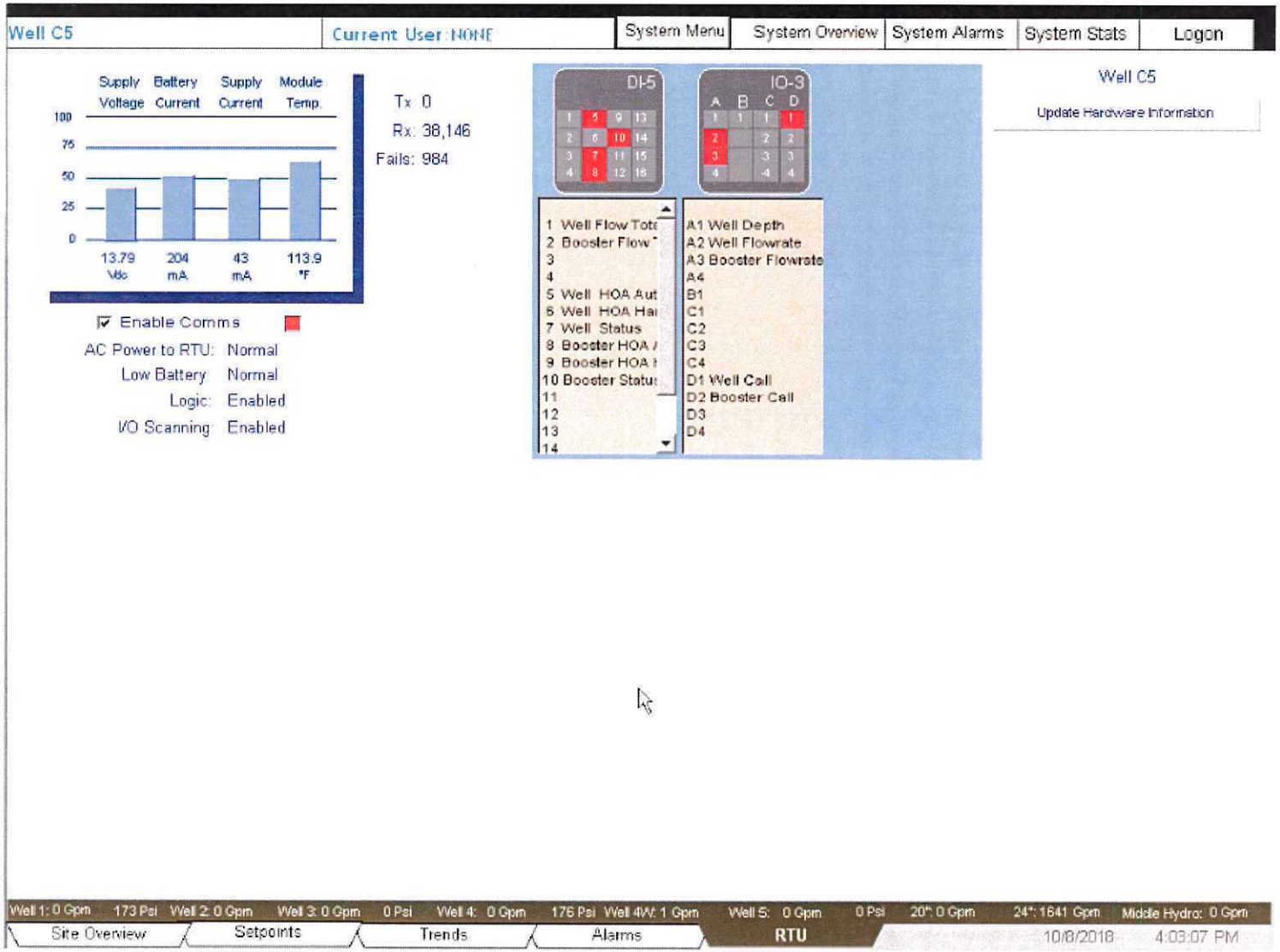

Well C2
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
13.82 Vdc
434 mA
27 mA
71.7 °F
Tx: 24,448
Rx: 10,284
Fails: 1,151
DI-5
DI-5
DO-1
AI-1
1 Well C2 Flow
2 C2 Booster Fl
3
4 Ambient Chlori
5 Well C2 HOA
6 Well C2 HOA
7 Well C2 Statu
8 C2 B1 HOA A
9 C2 B1 HOA H
10 C2 B1 Status
11 C2 B2 HOA A
12 C2 B2 HOA H
13 C2 B2 Status
14 C2 B3 HOA A
1
2
3
4
5 C2 B4 HOA A
6 C2 B4 HOA H
7 C2 B4 Status
8 C2 B5 HOA A
9 C2 B5 HOA H
10 C2 B5 Status
11 B1 Valve Posi
12 B2 Valve Posi
13 B3 Valve Posi
14 B4 Valve Posi
1 Well C2 Call
2 C2 B1 Call
3 C2 B2 Call
4 C2 B3 Call
5 C2 B4 Call
6 C2 B5 Call
7
8
1 C2 Tank Level
2 C2 Well Depth
3 C2 Flowrate
4 C2 Booster Flowra
5 C2 Chlorine Resid
6
7
8
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Update Hardware Information
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1841 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
3:57:46 PM

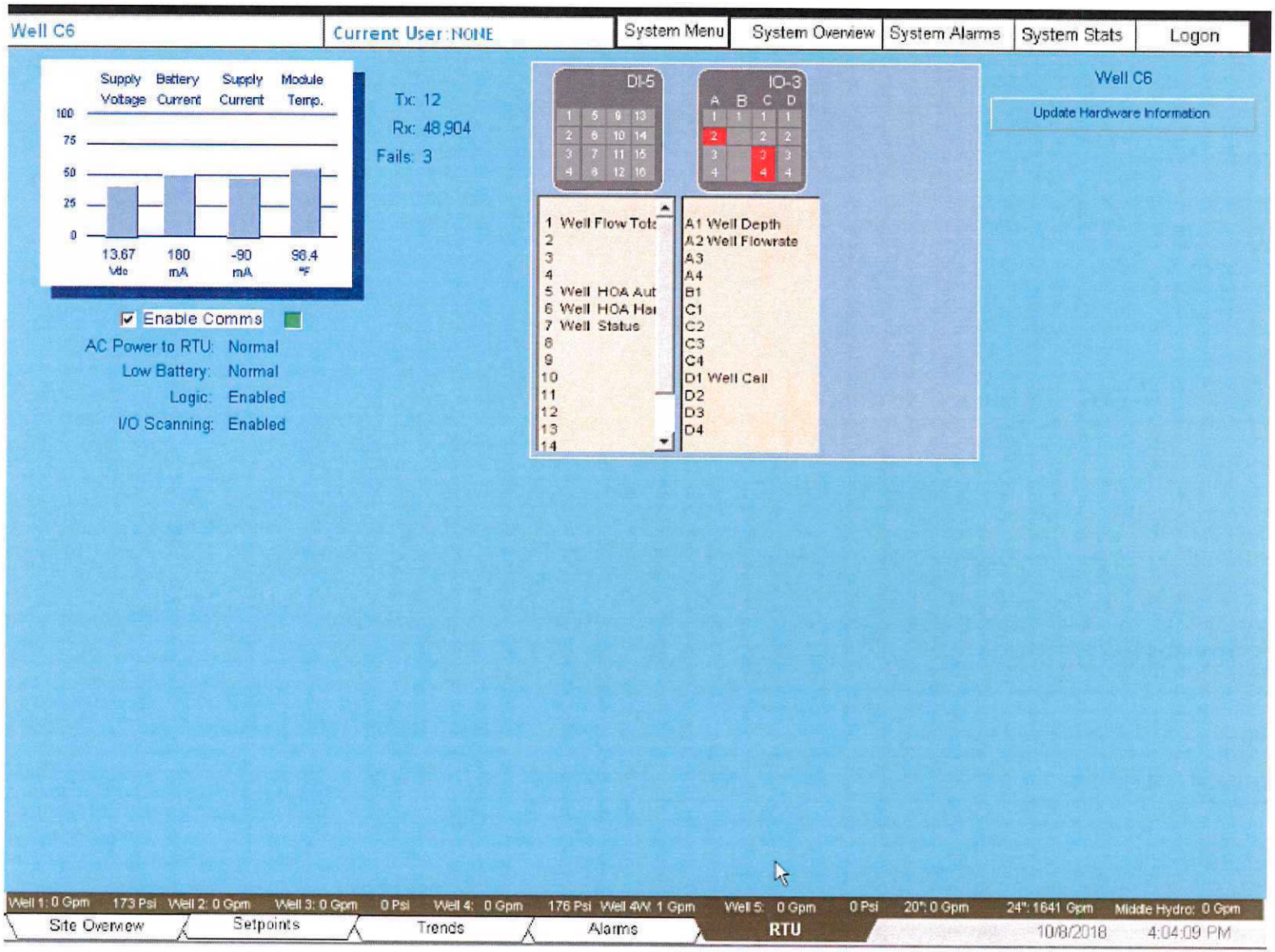

Mountain Wells
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
San Gorgonio
Hi- 29.5
Lo- 16.0
25.0 Ft
Sunset
Hi- 30.0
Lo- 18.0
28.0 Ft
Southwest
Hi- 27.0
Lo- 10.0
23.5 Ft
0 Psi
Well M10
Well M11
Well M3
Well M7
Well M12
Sun Lakes
0.0 Ft
Current Setpoints
On Off
Well M3 26.5 28.0
Well M7 8.2 8.4
Well M10 24.0 29.0
Well M11 25.5 28.5
Well M12 16.0 20.0
Station Statistics and Alarms
AC Power: Normal
Ambient Chlorine: Normal
M3 Flowrate: 0 Gpm
M7 Flowrate: 375 Gpm
M10 Flowrate: 625 Gpm
M11 Flowrate: 0 Gpm
M12 Flowrate: 3 Gpm
M7 Low Flow Setpoint
100 Gpm
Well M10
Pump Mode
Automatic
Manual
HOA Switch
Hand
Off
Auto
Start
Stop
Availability: Not Available
Status: Stopped
Called:
Daily Starts
Daily Runtime
Monthly Starts
Monthly Runtime
Well M3 0 7.6 3 143.3
Well M7 0 5.1 13 107.5
Well M10 0 0.0 0 0.0
Well M11 0 0.0 433 202.3
Well M12 0 0.0 0 0.0
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018 3:47:16 PM

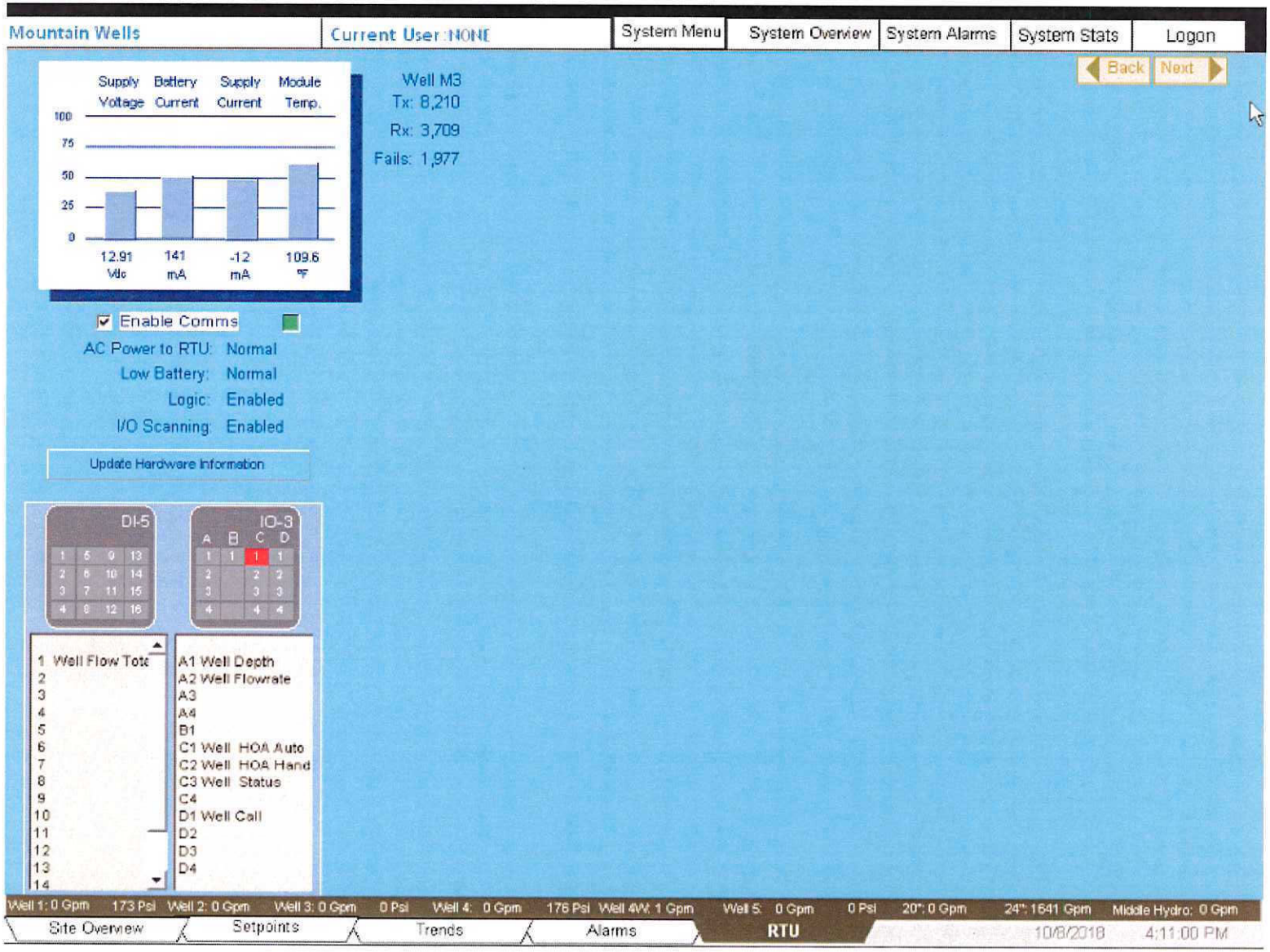

Well C3
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Southwest
Hi- 27.0
Lo- 10.0
23.5 Ft
0 Gpm
B1
Local Tank
Well C3
0 Gpm
Current Setpoints
On
Off
Well 0.0 0.0
Station Statistics and Alarms
AC Power Normal
Ambient Chlorine Normal
Well Depth 0
Daily Starts
Daily Runtime
Monthly Starts
Monthly Runtime
Well C3 1 0.0 7 5.1
Booster 1 0 0.0 7 4.9
Well C3
Pump Mode
Automatic
Manual
HOA Switch
Hand
Off
Auto
Start
Stop
Availability: Not Available
Status: Stopped
Called:
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
3:48:25 PM

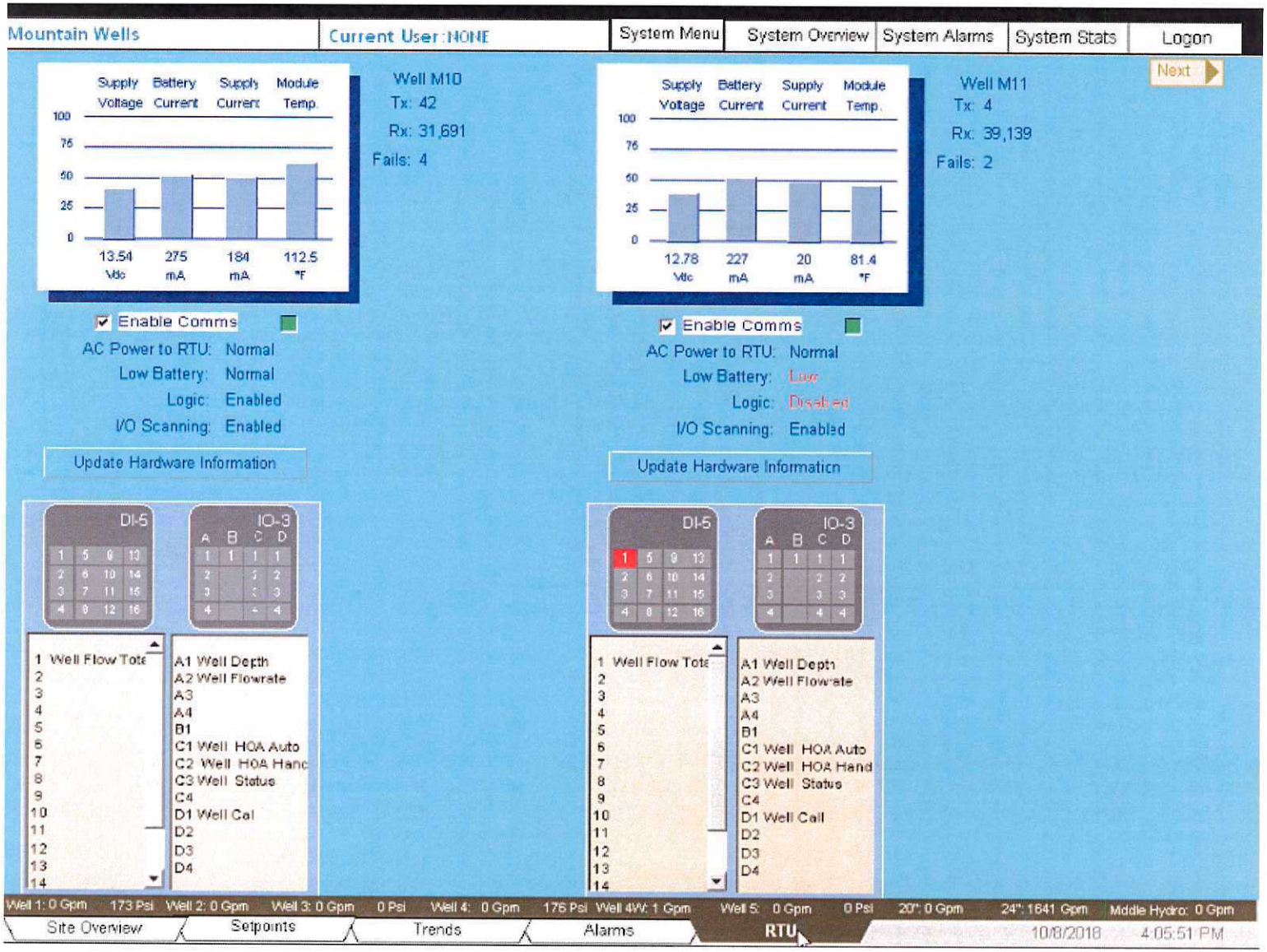

Well C3
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
17.21 Vdc
125 mA
-984 mA
53.2 °F
Tx: 0
Rx: 56,711
Fails: 51,941
DI-5
IO-3
A B C D
1 Well Flow Tots
2 Booster Flow
3
4
5 Well HOA Aut
6 Well HOA Hai
7 Well Status
8 Booster HOA A
9 Booster HOA I
10 Booster Status
11
12
13
14
A1 Well Depth
A2 Well Flowrate
A3 Booster Flowrate
A4
B1
C1
C2
C3
C4
D1 Well Call
D2 Booster Call
D3
D4
Well C3
Update Hardware Information
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
3:59:46 PM

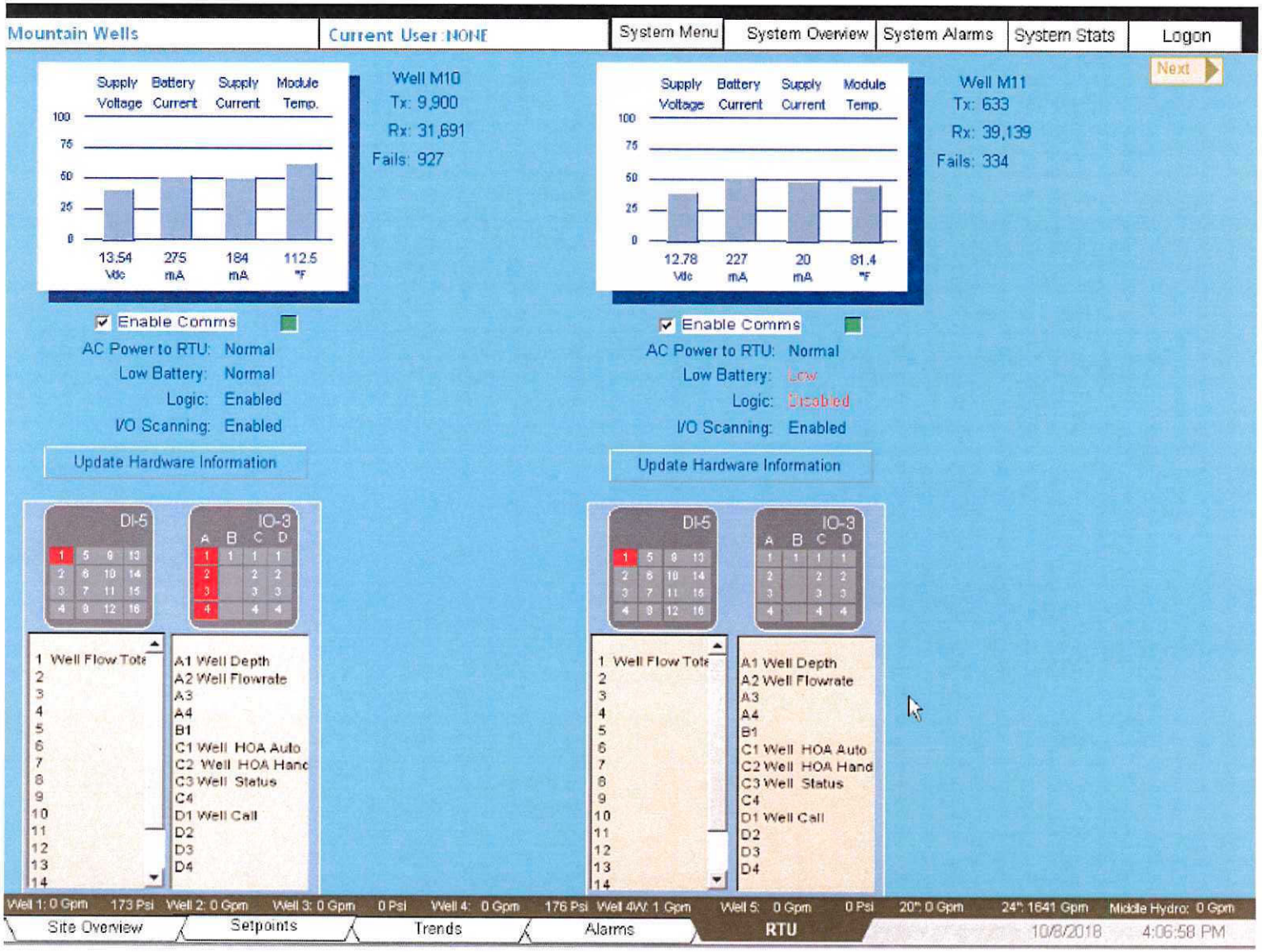

Well C4
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
13.79 Vdc
337 mA
35 mA
92.7 °F
Tx: 35
Rx: 1,828
Fails: 3
DI-5
IO-3
A B C D
1 Well Flow Tot
2 Booster Flow
3
4
5 Well HOA Aut
6 Well HOA Hai
7 Well Status
8 C4 B1 HOA Au
9 C4 B1 HOA Hi
10 C4 B1 Status
11 C4 B2 HOA Au
12 C4 B2 HOA Hi
13 C4 B2 Status
14
A1 Well Depth
A2 Well Flowrate
A3 Booster Flowrate
A4
B1
C1
C2
C3
C4
D1 Well Call
D2 C4 B1 Call
D3 C4 B2 Call
D4
Well C4
Update Hardware Information
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
4:01:33 PM

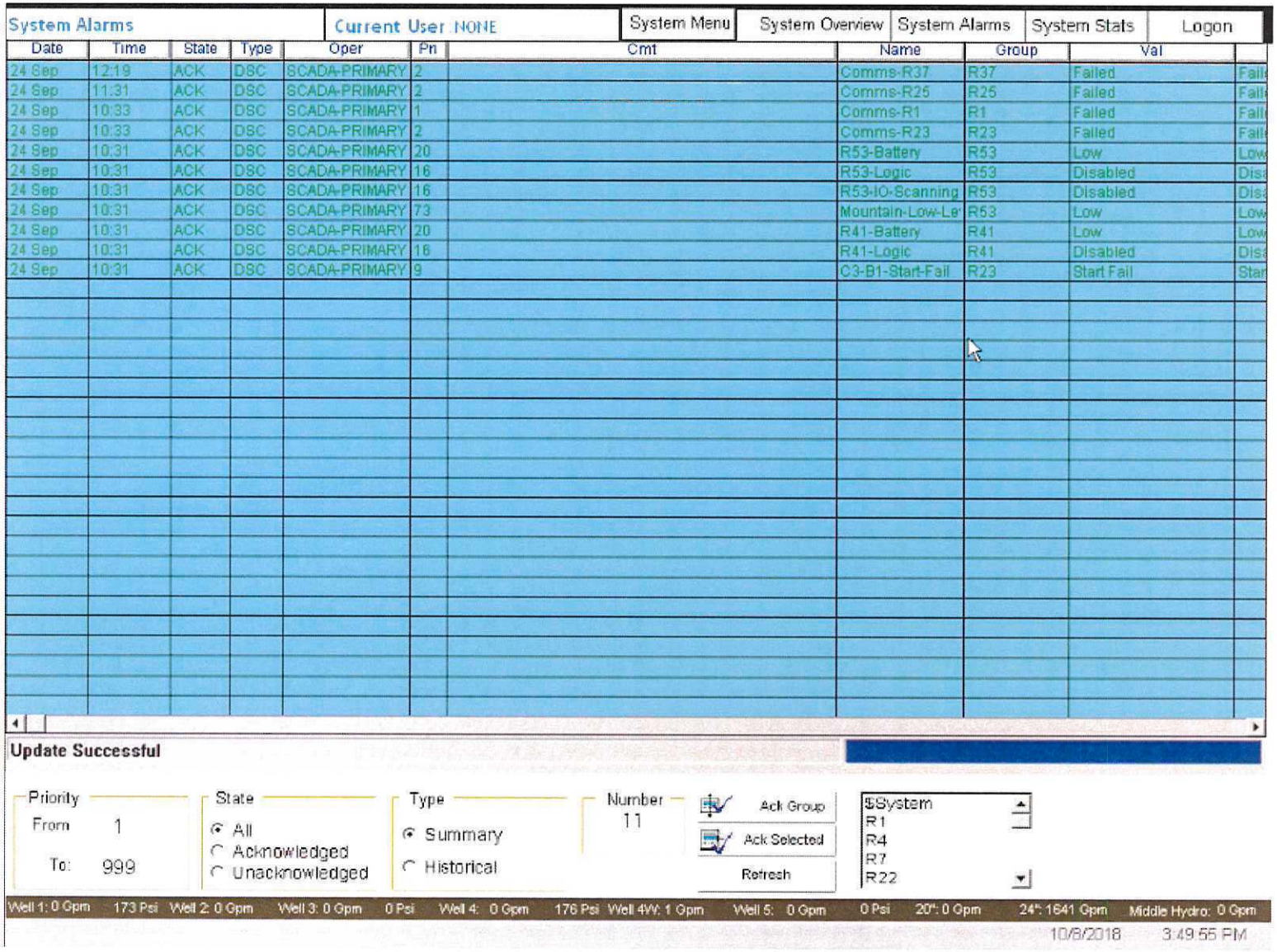

Well C5
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
13.79 Vdc
204 mA
43 mA
113.9 °F
Tx: 0
Rx: 38,146
Fails: 984
DI-5
IO-3
A B C D
1 Well Flow Tot
2 Booster Flow
3
4
5 Well HOA Aut
6 Well HOA Hai
7 Well Status
8 Booster HOA
9 Booster HOA
10 Booster Statu
11
12
13
14
A1 Well Depth
A2 Well Flowrate
A3 Booster Flowrate
A4
B1
C1
C2
C3
C4
D1 Well Call
D2 Booster Call
D3
D4
Well C5
Update Hardware Information
Enable Comms
AC Power to RTU: Normal
Low Battery Normal
Logic: Enabled
I/O Scanning Enabled
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
4:03:07 PM

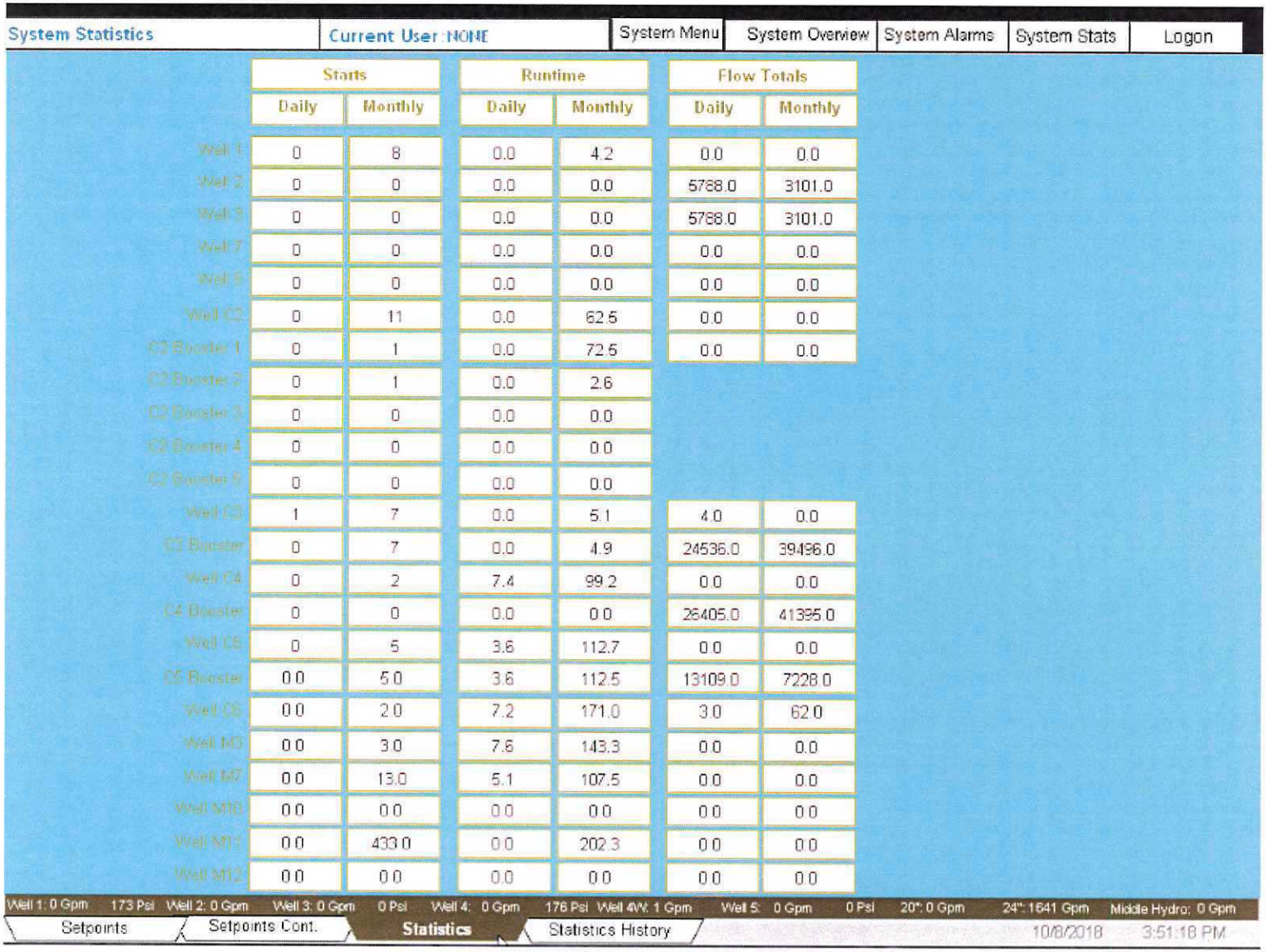

Well C6
Current User : NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
13.67 Vdc
160 mA
-90 mA
98.4 °F
Tx: 12
Rx: 48,904
Fails: 3
DI-5
IO-3
A B C D
1 Well Flow Tot
2
3
4
5 Well HOA Aut
6 Well HOA Hai
7 Well Status
8
9
10
11
12
13
14
A1 Well Depth
A2 Well Flowrate
A3
A4
B1
C1
C2
C3
C4
D1 Well Call
D2
D3
D4
Well C6
Update Hardware Information
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
4:04:09 PM

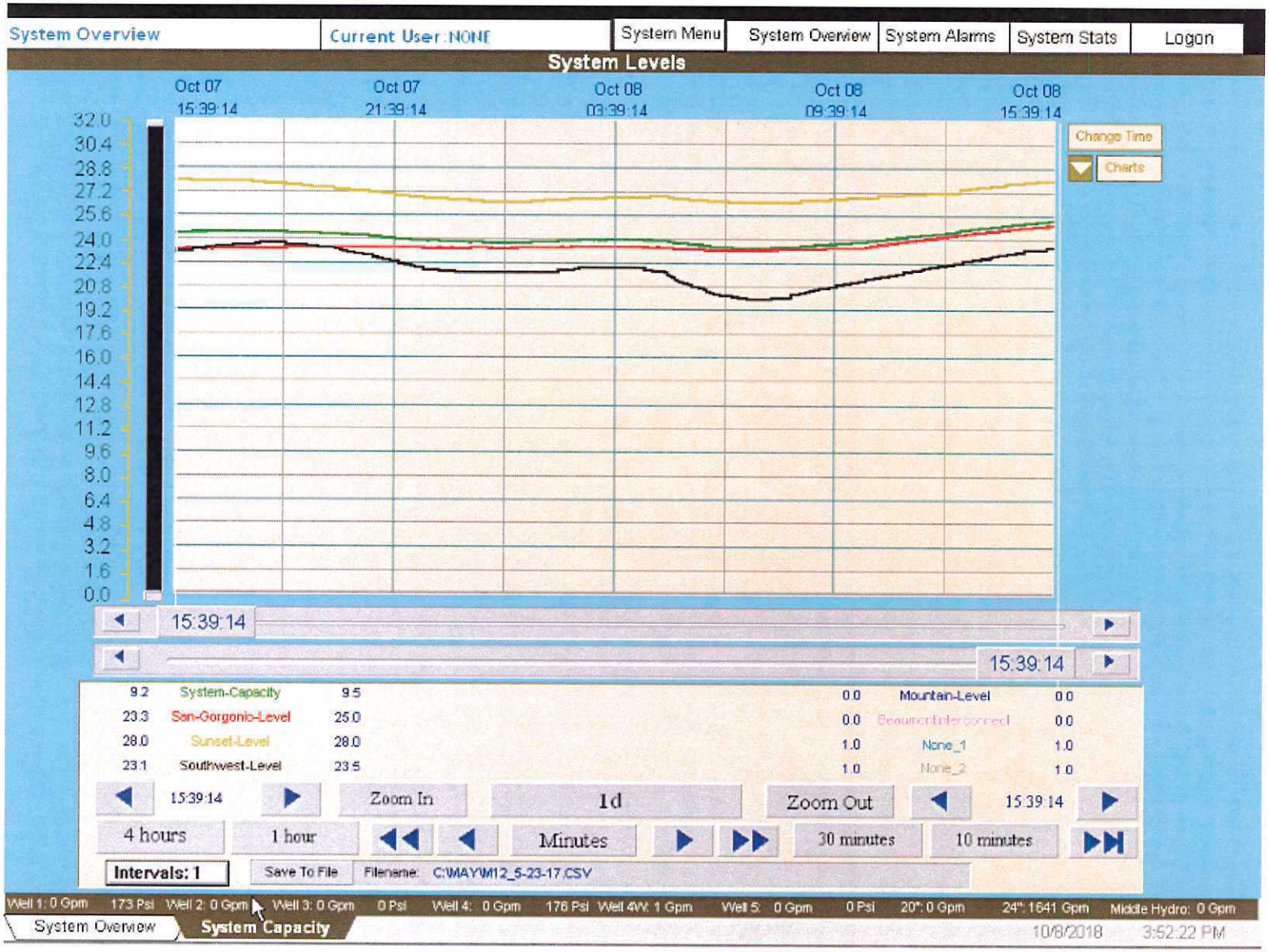

Mountain Wells
Current User :NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Back
Next
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
12.91 Vdc
141 mA
-12 mA
109.6 °F
Well M3
Tx: 8,210
Rx: 3,709
Fails: 1,977
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Update Hardware Information
DI-5
IO-3
A B C D
1 Well Flow Tota
2
3
4
5
6
7
8
9
10
11
12
13
14
A1 Well Depth
A2 Well Flowrate
A3
A4
B1
C1 Well HOA Auto
C2 Well HOA Hand
C3 Well Status
C4
D1 Well Call
D2
D3
D4
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018
4:11:00 PM

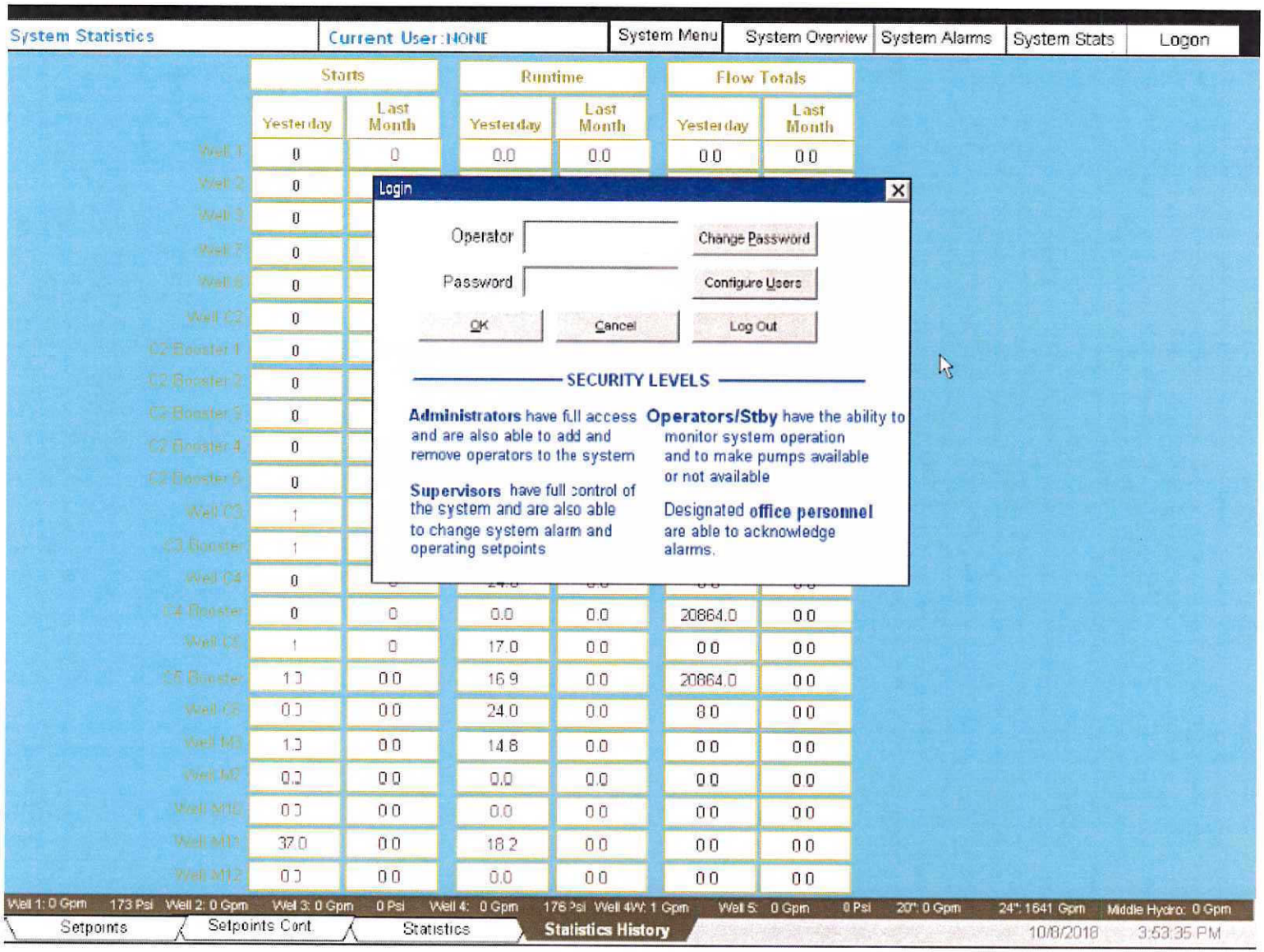

Mountain Wells
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Next
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
13.54 Vdc
275 mA
184 mA
112.5 °F
Well M10
Tx: 42
Rx: 31,691
Fails: 4
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Update Hardware Information
12.78 Vdc
227 mA
20 mA
81.4 °F
Well M11
Tx: 4
Rx: 39,139
Fails: 2
Enable Comms
AC Power to RTU: Normal
Low Battery: Low
Logic: Disabled
I/O Scanning: Enabled
Update Hardware Information
DI-5
IO-3
A B C D
1 Well Flow Tota
A1 Well Depth
A2 Well Flowrate
A3
A4
B1
C1 Well HOA Auto
C2 Well HOA Hand
C3 Well Status
C4
D1 Well Call
D2
D3
D4
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018 4:05:51 PM


Mountain Wells
Current User :NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Next
Supply Voltage
Battery Current
Supply Current
Module Temp.
100
75
50
25
0
13.54 Vdc
275 mA
184 mA
112.5 °F
Well M10
Tx: 9,900
Rx: 31,691
Fails: 927
Enable Comms
AC Power to RTU: Normal
Low Battery: Normal
Logic: Enabled
I/O Scanning: Enabled
Update Hardware Information
12.78 Vdc
227 mA
20 mA
81.4 °F
Well M11
Tx: 633
Rx: 39,139
Fails: 334
Enable Comms
AC Power to RTU: Normal
Low Battery: Low
Logic: Disabled
I/O Scanning: Enabled
Update Hardware Information
DI-5
IO-3
A B C D
1 Well Flow Tote
A1 Well Depth
A2 Well Flowrate
A3
A4
B1
C1 Well HOA Auto
C2 Well HOA Hand
C3 Well Status
C4
D1 Well Call
D2
D3
D4
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
Site Overview
Setpoints
Trends
Alarms
RTU
10/8/2018 4:06:58 PM

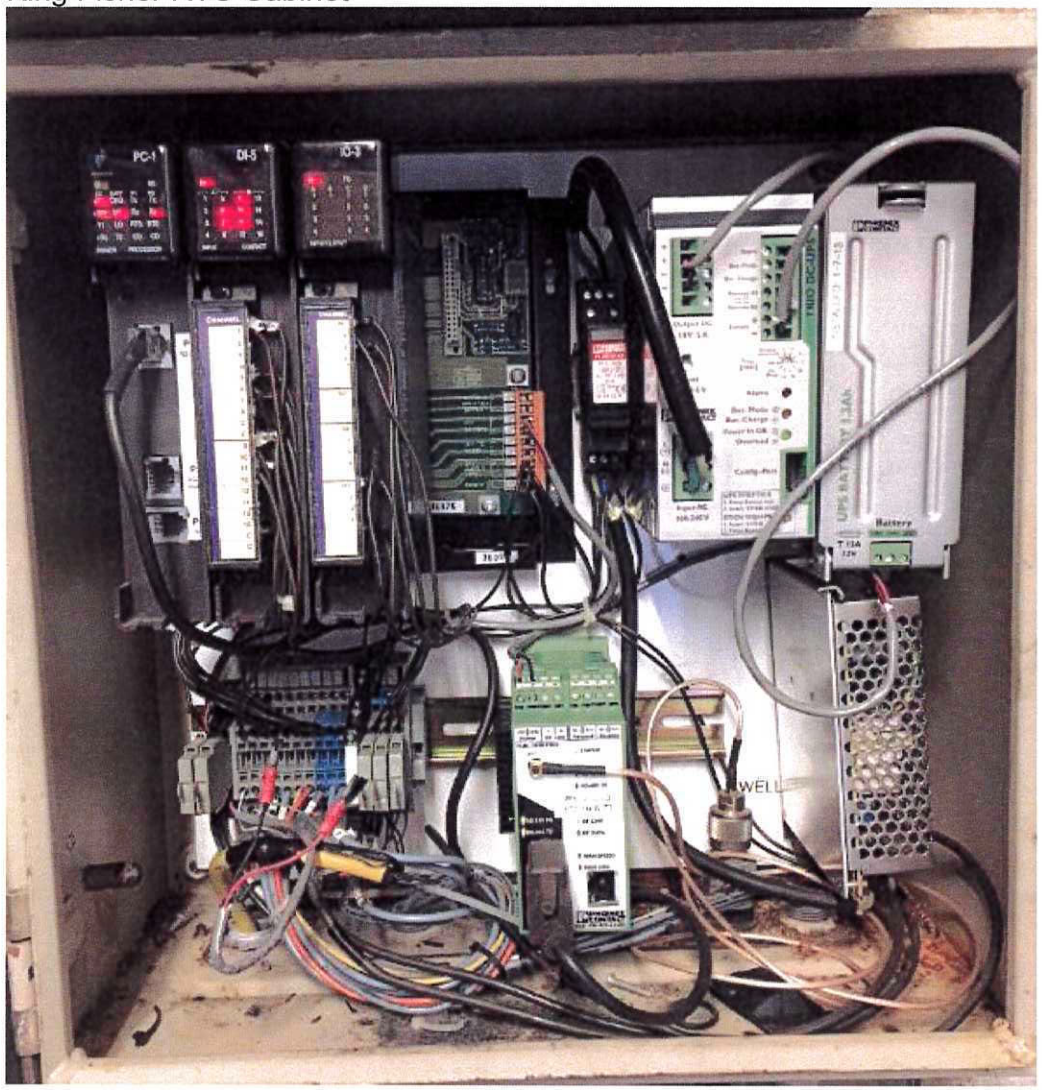

System Alarms
Current User :NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Date Time State Type Oper Pri Cmt Name Group Val
24 Sep 12:19 ACK DSC SCADA-PRIMARY 2 Comms-R37 R37 Failed
24 Sep 11:31 ACK DSC SCADA-PRIMARY 2 Comms-R25 R25 Failed
24 Sep 10:33 ACK DSC SCADA-PRIMARY 1 Comms-R1 R1 Failed
24 Sep 10:33 ACK DSC SCADA-PRIMARY 2 Comms-R23 R23 Failed
24 Sep 10:31 ACK DSC SCADA-PRIMARY 20 R53-Battery R53 Low
24 Sep 10:31 ACK DSC SCADA-PRIMARY 16 R53-Logic R53 Disabled
24 Sep 10:31 ACK DSC SCADA-PRIMARY 16 R53-IO-Scanning R53 Disabled
24 Sep 10:31 ACK DSC SCADA-PRIMARY 73 Mountain-Low-Le R53 Low
24 Sep 10:31 ACK DSC SCADA-PRIMARY 20 R41-Battery R41 Low
24 Sep 10:31 ACK DSC SCADA-PRIMARY 16 R41-Logic R41 Disabled
24 Sep 10:31 ACK DSC SCADA-PRIMARY 9 C3-B1-Start-Fail R23 Start Fail
Update Successful
Priority
From 1
To: 999
State
All
Acknowledged
Unacknowledged
Type
Summary
Historical
Number
11
Ack Group
Ack Selected
Refresh
$System
R1
R4
R7
R22
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
10/8/2018 3:49:55 PM


System Statistics
Current User : NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Starts
Runtime
Flow Totals
Daily
Monthly
Daily
Monthly
Daily
Monthly
Well 1 0 8 0.0 4.2 0.0 0.0
Well 2 0 0 0.0 0.0 5788.0 3101.0
Well 3 0 0 0.0 0.0 5788.0 3101.0
Well 7 0 0 0.0 0.0 0.0 0.0
Well 8 0 0 0.0 0.0 0.0 0.0
Well C2 0 11 0.0 62.5 0.0 0.0
C2 Booster 1 0 1 0.0 72.5 0.0 0.0
C2 Booster 2 0 1 0.0 2.6
C2 Booster 3 0 0 0.0 0.0
C2 Booster 4 0 0 0.0 0.0
C2 Booster 5 0 0 0.0 0.0
Well C3 1 7 0.0 5.1 4.0 0.0
C3 Booster 0 7 0.0 4.9 24536.0 39496.0
Well C4 0 2 7.4 99.2 0.0 0.0
C4 Booster 0 0 0.0 0.0 26405.0 41395.0
Well C5 0 5 3.6 112.7 0.0 0.0
C5 Booster 0.0 5.0 3.6 112.5 13109.0 7228.0
Well C6 0.0 2.0 7.2 171.0 3.0 62.0
Well M0 0.0 3.0 7.6 143.3 0.0 0.0
Well M7 0.0 13.0 5.1 107.5 0.0 0.0
Well M10 0.0 0.0 0.0 0.0 0.0 0.0
Well M11 0.0 433.0 0.0 202.3 0.0 0.0
Well M12 0.0 0.0 0.0 0.0 0.0 0.0
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
Setpoints
Setpoints Cont.
Statistics
Statistics History
10/8/2018 3:51:18 PM

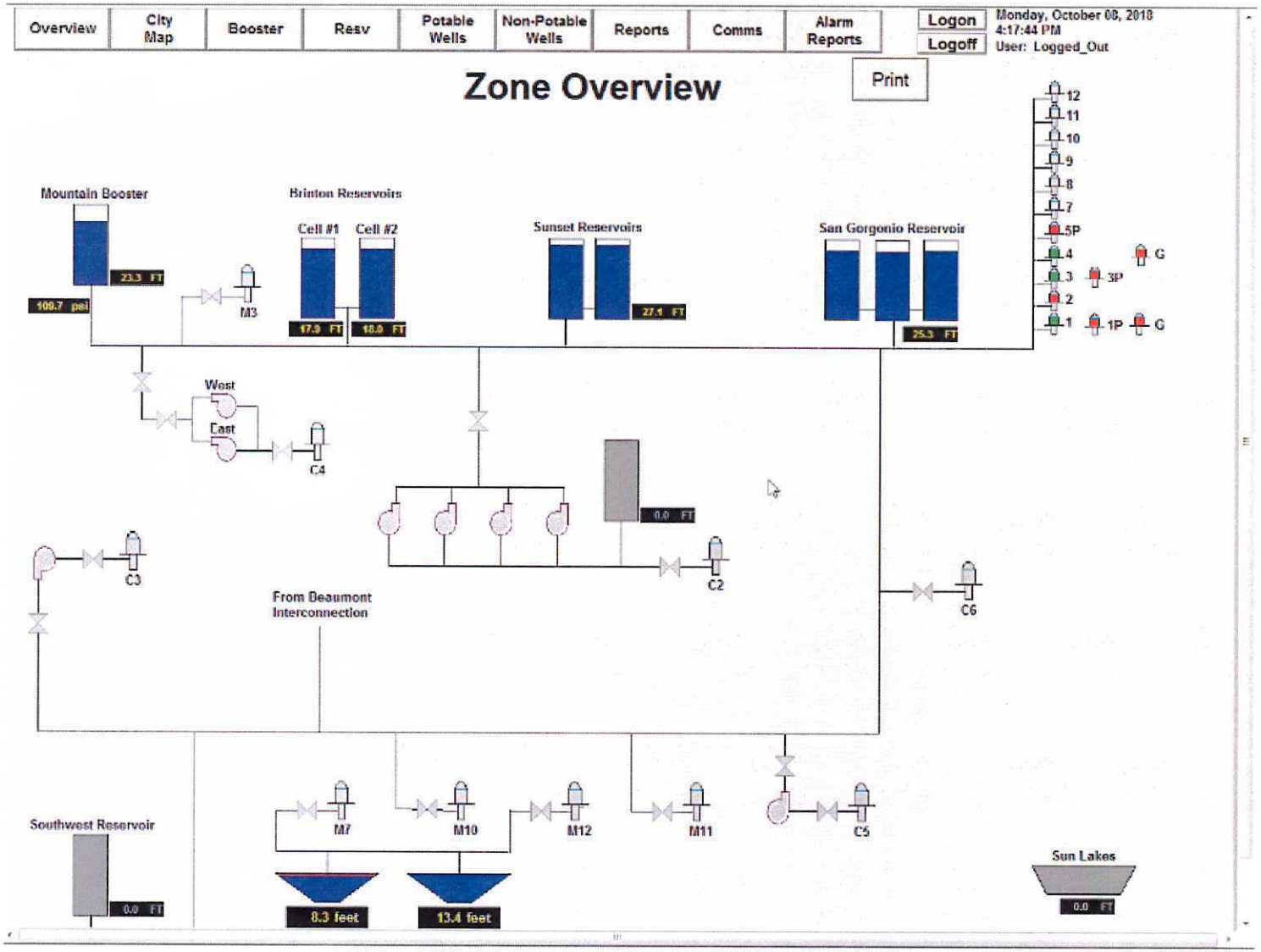

System Overview
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
System Levels
Oct 07 15:39:14
Oct 07 21:39:14
Oct 08 03:39:14
Oct 08 09:39:14
Oct 08 15:39:14
32.0
30.4
28.8
27.2
25.6
24.0
22.4
20.8
19.2
17.6
16.0
14.4
12.8
11.2
9.6
8.0
6.4
4.8
3.2
1.6
0.0
Change Time
Charts
15:39:14
15:39:14
9.2 System-Capacity 9.5
23.3 San-Gorgonio-Level 25.0
28.0 Sunset-Level 28.0
23.1 Southwest-Level 23.5
0.0 Mountain-Level 0.0
0.0 Beaumont-Interconnect 0.0
1.0 None_1 1.0
1.0 None_2 1.0
15:39:14
Zoom In
1d
Zoom Out
15:39:14
4 hours
1 hour
Minutes
30 minutes
10 minutes
Intervals: 1
Save To File
Filename: C:\MAYM12_5-23-17.CSV
Well 1: 0 Gpm 173 Psi Well 2: 0 Gpm Well 3: 0 Gpm 0 Psi Well 4: 0 Gpm 176 Psi Well 4W: 1 Gpm Well 5: 0 Gpm 0 Psi 20": 0 Gpm 24": 1641 Gpm Middle Hydro: 0 Gpm
System Overview
System Capacity
10/8/2018 3:52:22 PM

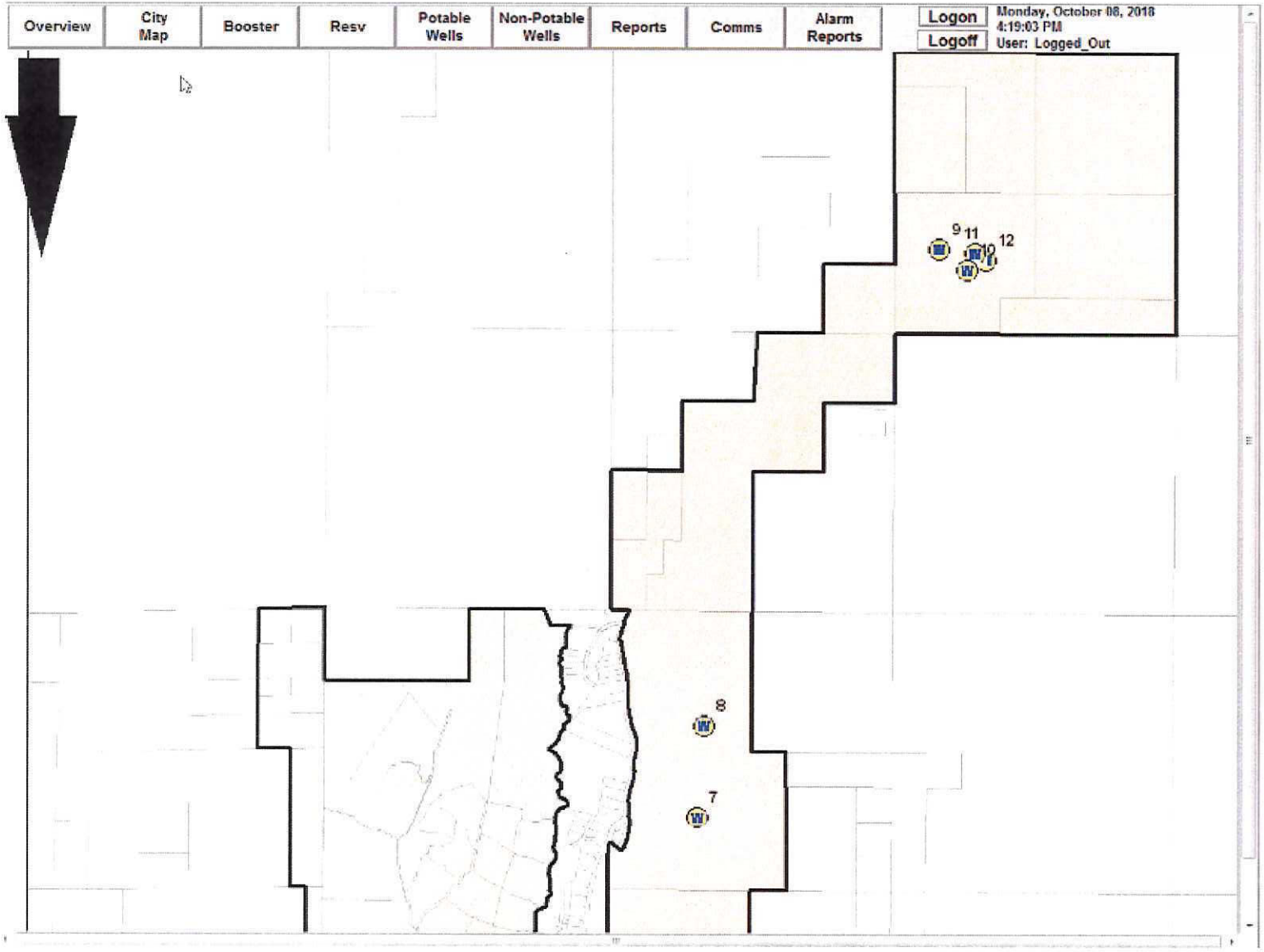

System Statistics
Current User: NONE
System Menu
System Overview
System Alarms
System Stats
Logon
Starts
Runtime
Flow Totals
Yesterday
Last Month
Login
Operator
Password
Change Password
Configure Users
OK
Cancel
Log Out
SECURITY LEVELS
Administrators have full access and are also able to add and remove operators to the system
Supervisors have full control of the system and are also able to change system alarm and operating setpoints
Operators/Stby have the ability to monitor system operation and to make pumps available or not available
Designated office personnel are able to acknowledge alarms.
Well 1: 0 Gpm
173 Psi
Well 2: 0 Gpm
Well 3: 0 Gpm
0 Psi
Well 4: 0 Gpm
176 Psi
Well 4W: 1 Gpm
Well 5: 0 Gpm
0 Psi
20": 0 Gpm
24": 1641 Gpm
Middle Hydro: 0 Gpm
Setpoints
Setpoints Cont.
Statistics
Statistics History
10/8/2018
3:53:35 PM

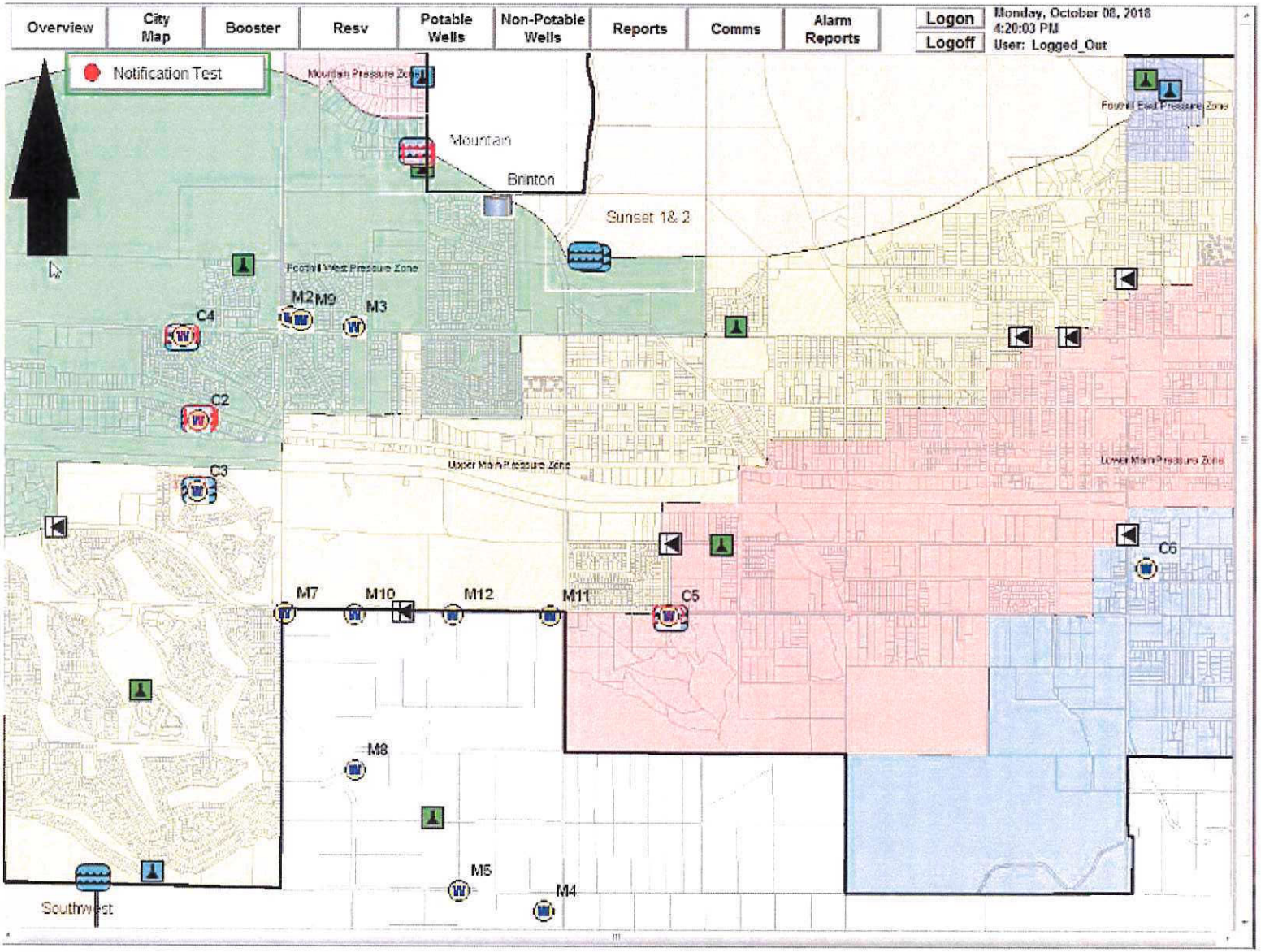
King Fisher RTU Cabinet

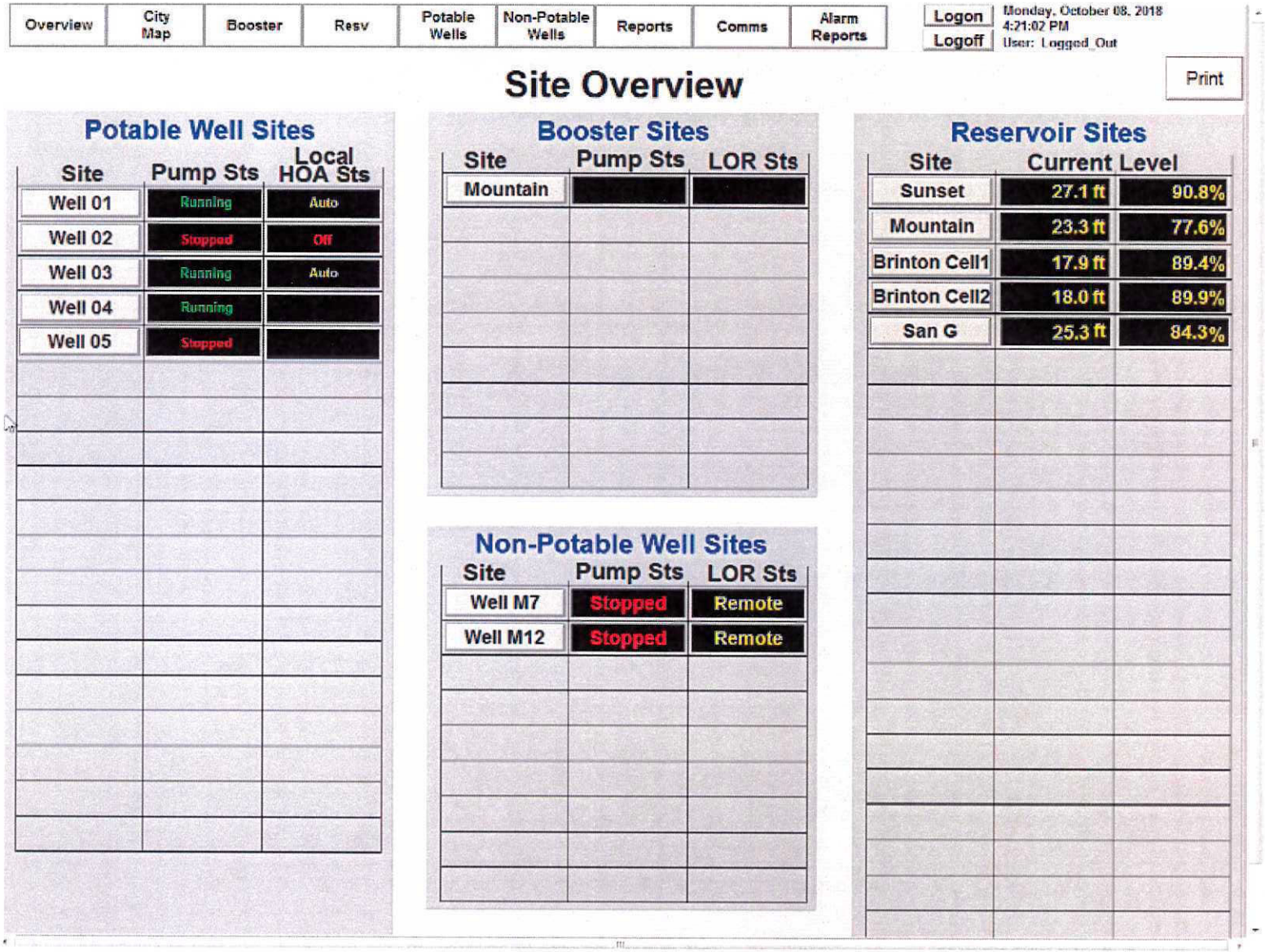


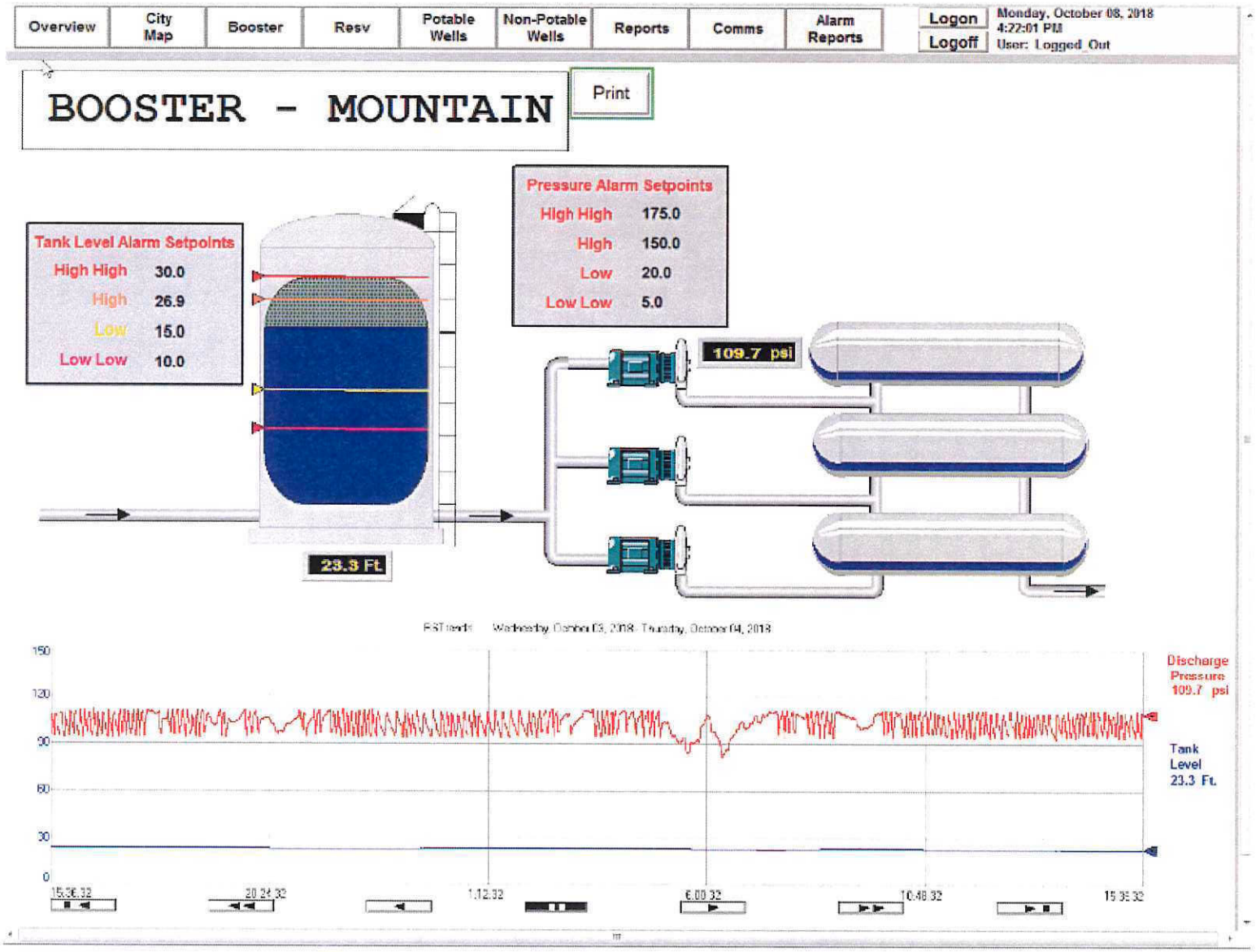
EXISTING FACTORY TALK VIEW HMI SCREENS AND ALLEN BRADLEY PLC

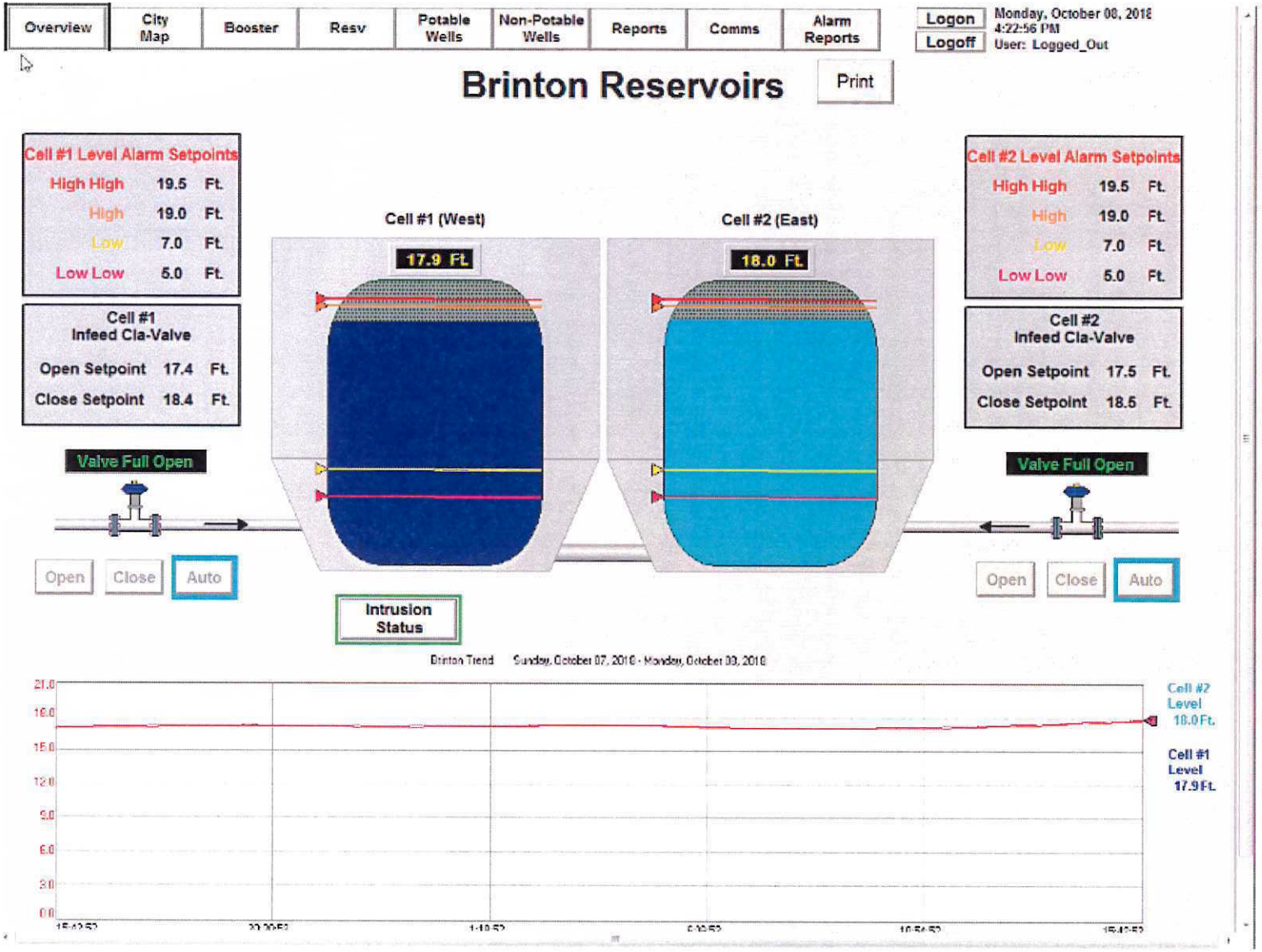

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:17:44 PM
User: Logged_Out
Zone Overview
Print
Mountain Booster
23.3 FT
100.7 psi
M3
Brinton Reservoirs
Cell #1
Cell #2
17.9 FT
18.0 FT
Sunset Reservoirs
27.1 FT
San Gorgonio Reservoir
25.3 FT
12
11
10
9
8
7
5P
4
3
2
1
G
3P
1P
G
West
East
C4
0.0 FT
C2
C3
C6
From Beaumont Interconnection
Southwest Reservoir
0.0 FT
M7
M10
M12
M11
C5
8.3 feet
13.4 feet
Sun Lakes
0.0 FT

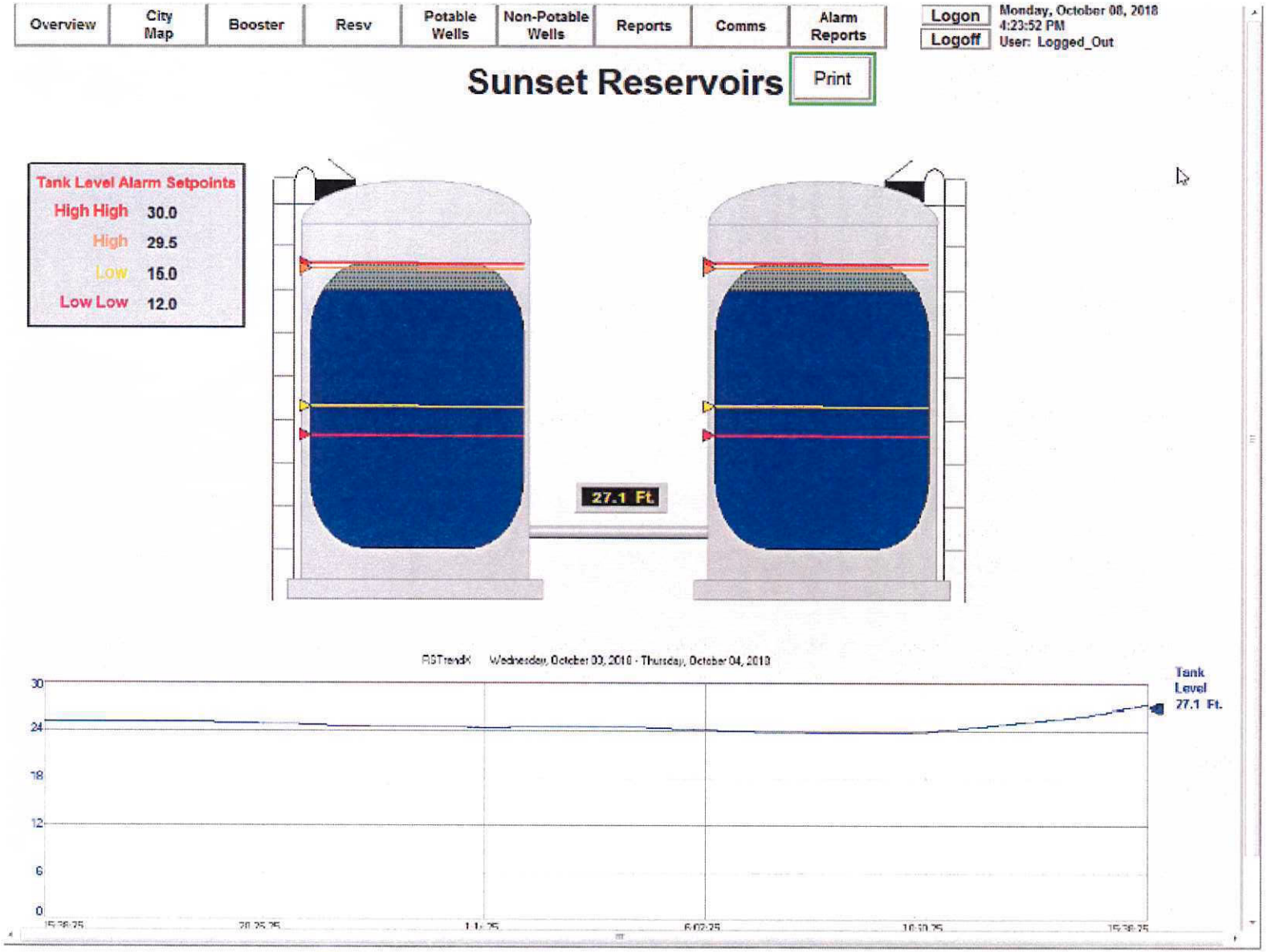

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:19:03 PM
User: Logged_Out
9
11
12
8
7

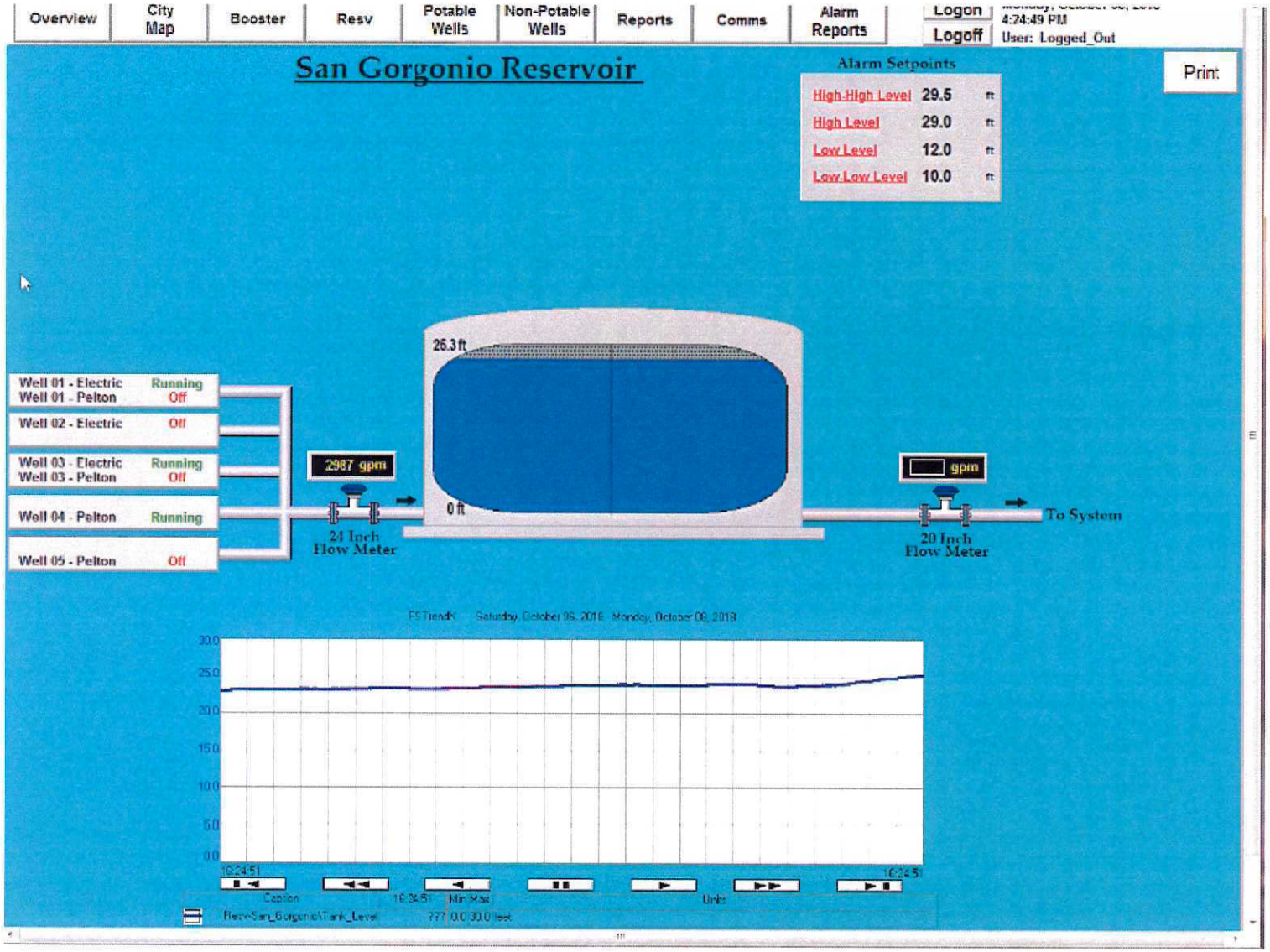

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:20:03 PM
User: Logged_Out
Notification Test
Mountain
Brinton
Sunset 1& 2
Foothill West Pressure Zone
Foothill East Pressure Zone
Upper Main Pressure Zone
Lower Main Pressure Zone
M2
M9
M3
C4
C2
C3
C6
C5
M7
M10
M12
M11
M8
M5
M4
Southwest

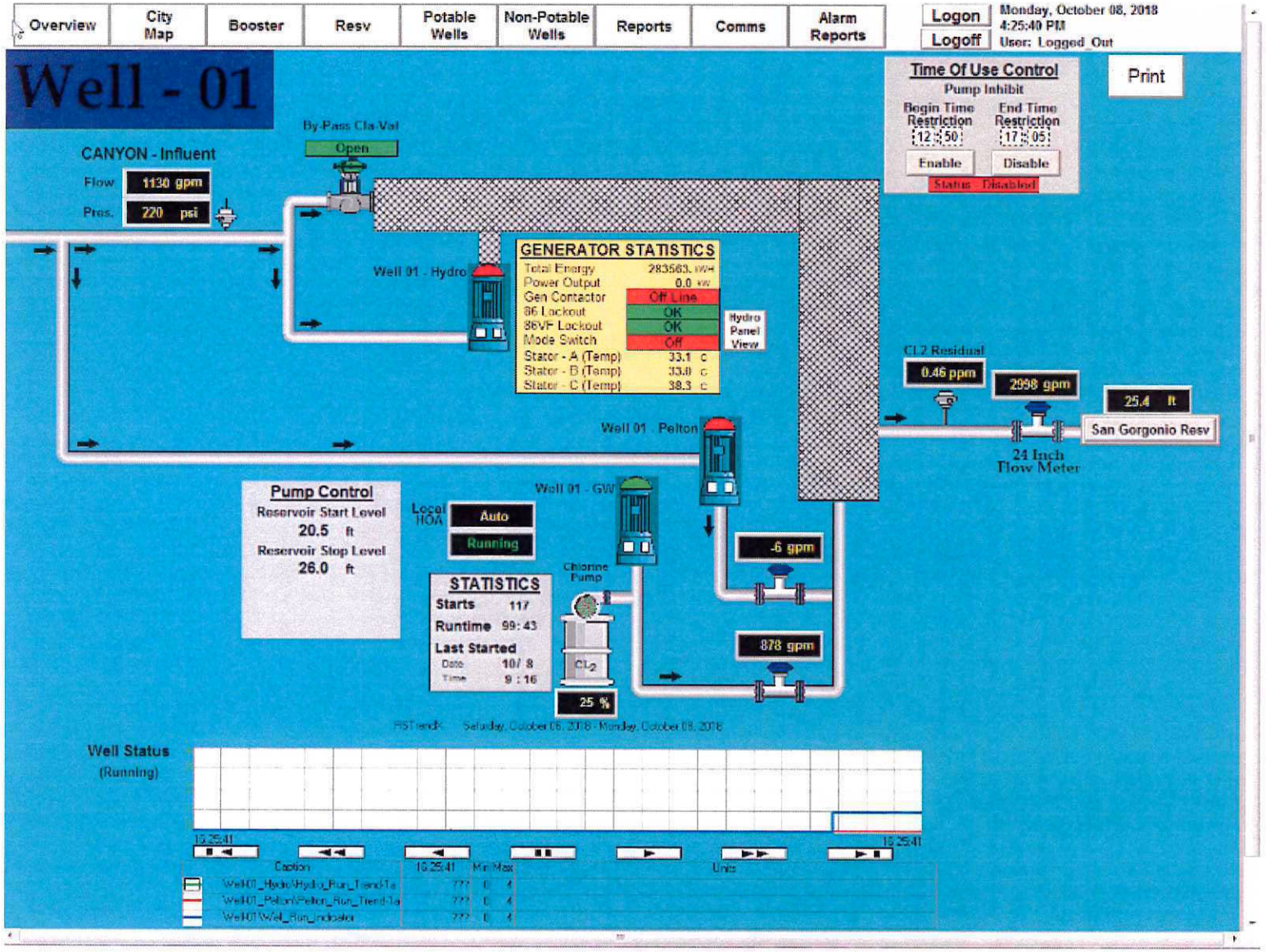

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:21:02 PM
User: Logged_Out
Print
Site Overview
Potable Well Sites
Site
Pump Sts
Local HOA Sts
Well 01
Running
Auto
Well 02
Stopped
Off
Well 03
Running
Auto
Well 04
Running
Well 05
Stopped
Booster Sites
Site
Pump Sts
LOR Sts
Mountain
Non-Potable Well Sites
Site
Pump Sts
LOR Sts
Well M7
Stopped
Remote
Well M12
Stopped
Remote
Reservoir Sites
Site
Current Level
Sunset
27.1 ft
90.8%
Mountain
23.3 ft
77.6%
Brinton Cell1
17.9 ft
89.4%
Brinton Cell2
18.0 ft
89.9%
San G
25.3 ft
84.3%

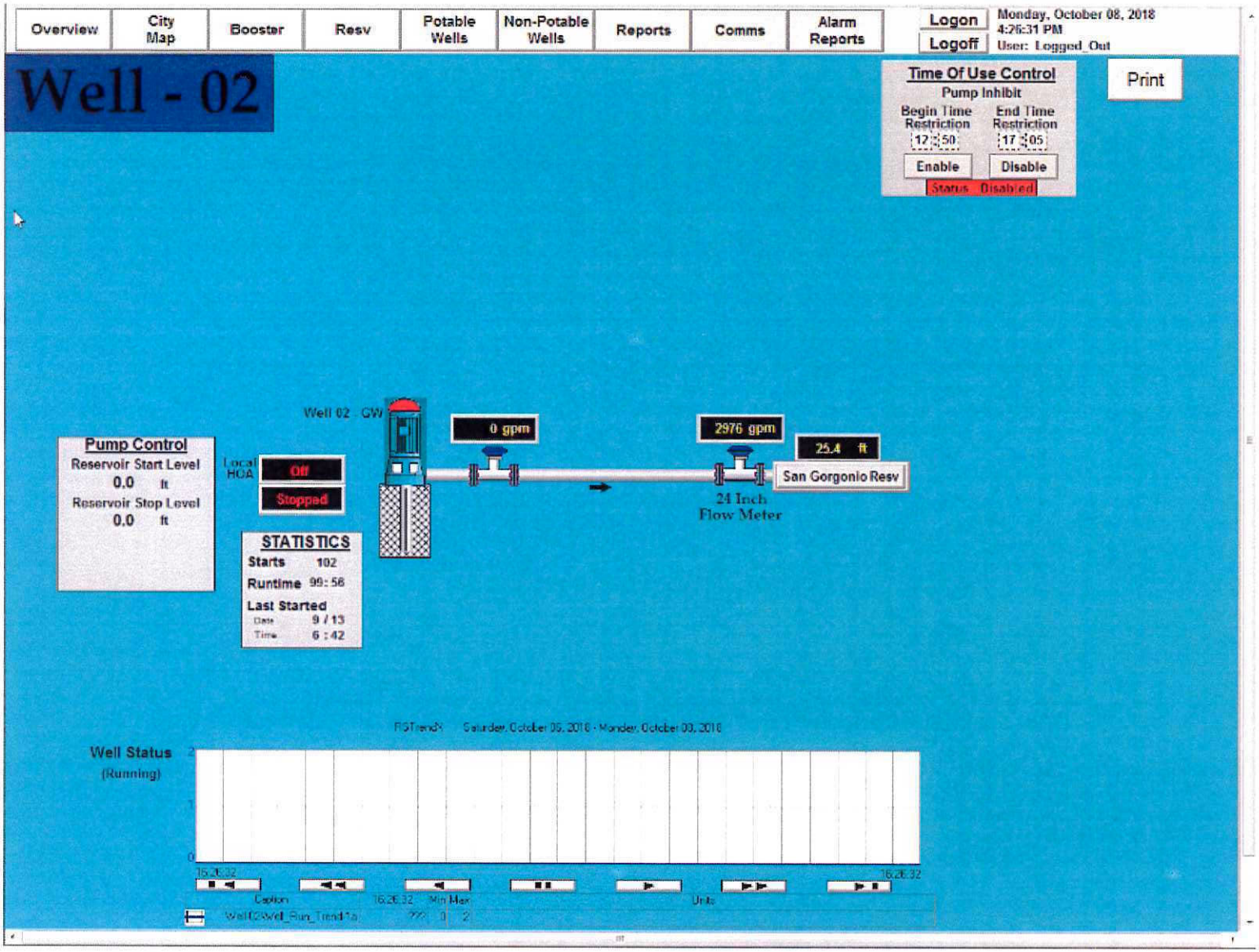

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:22:01 PM
User: Logged_Out
BOOSTER - MOUNTAIN
Print
Tank Level Alarm Setpoints
High High 30.0
High 26.9
Low 15.0
Low Low 10.0
Pressure Alarm Setpoints
High High 175.0
High 150.0
Low 20.0
Low Low 5.0
109.7 psi
23.3 Ft
Discharge Pressure 109.7 psi
Tank Level 23.3 Ft.

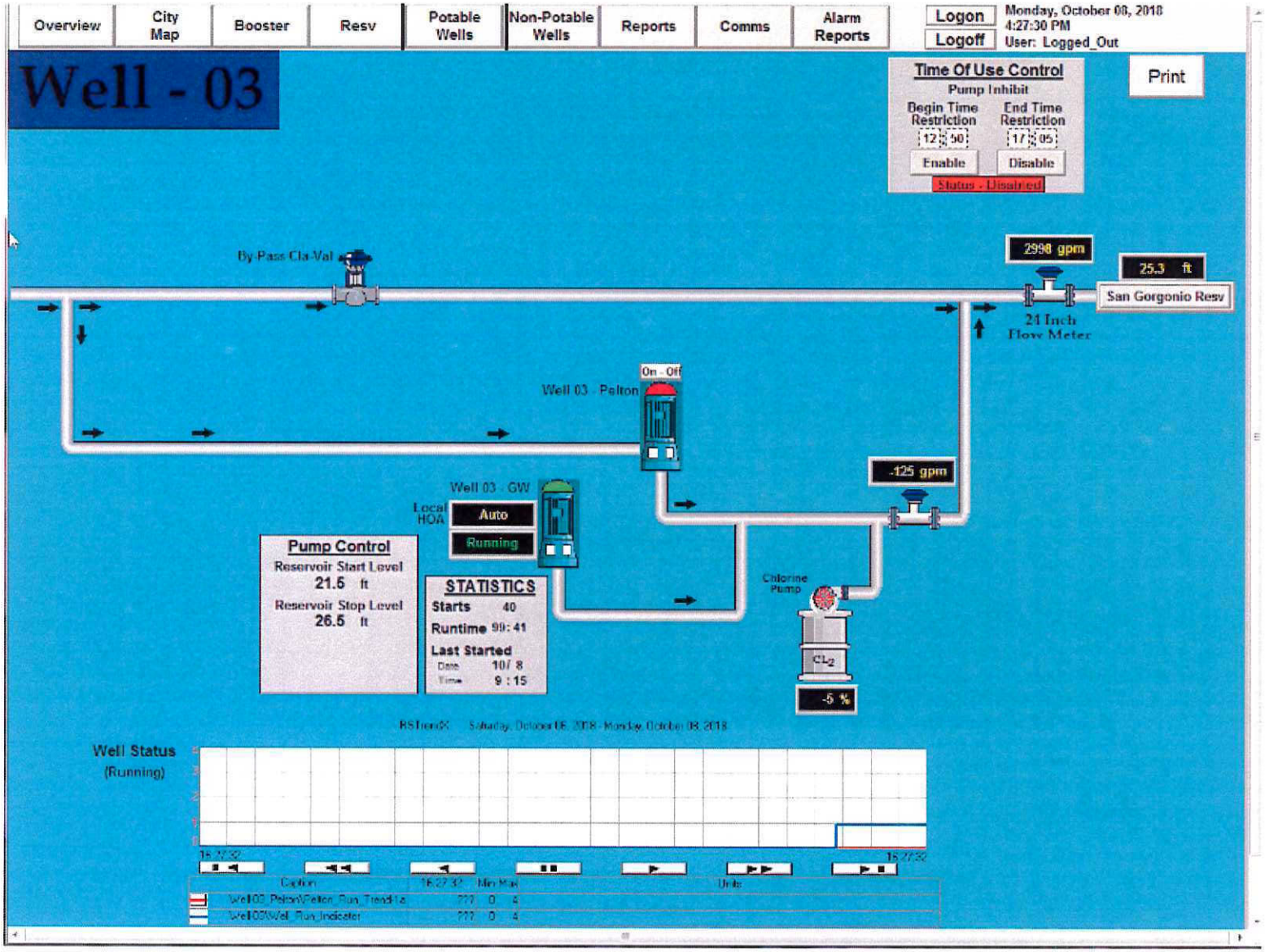

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:22:56 PM
User: Logged_Out
Brinton Reservoirs
Print
Cell #1 Level Alarm Setpoints
High High 19.5 Ft.
High 19.0 Ft.
Low 7.0 Ft.
Low Low 5.0 Ft.
Cell #1 (West)
17.9 Ft.
Cell #2 (East)
16.0 Ft.
Cell #2 Level Alarm Setpoints
High High 19.5 Ft.
High 19.0 Ft.
Low 7.0 Ft.
Low Low 5.0 Ft.
Cell #1
Infeed Cla-Valve
Open Setpoint 17.4 Ft.
Close Setpoint 18.4 Ft.
Cell #2
Infeed Cla-Valve
Open Setpoint 17.5 Ft.
Close Setpoint 18.5 Ft.
Valve Full Open
Valve Full Open
Open
Close
Auto
Open
Close
Auto
Intrusion Status
Brinton Trend
Sunday, October 07, 2018 - Monday, October 08, 2018
Cell #2 Level 18.0 Ft.
Cell #1 Level 17.9 Ft.

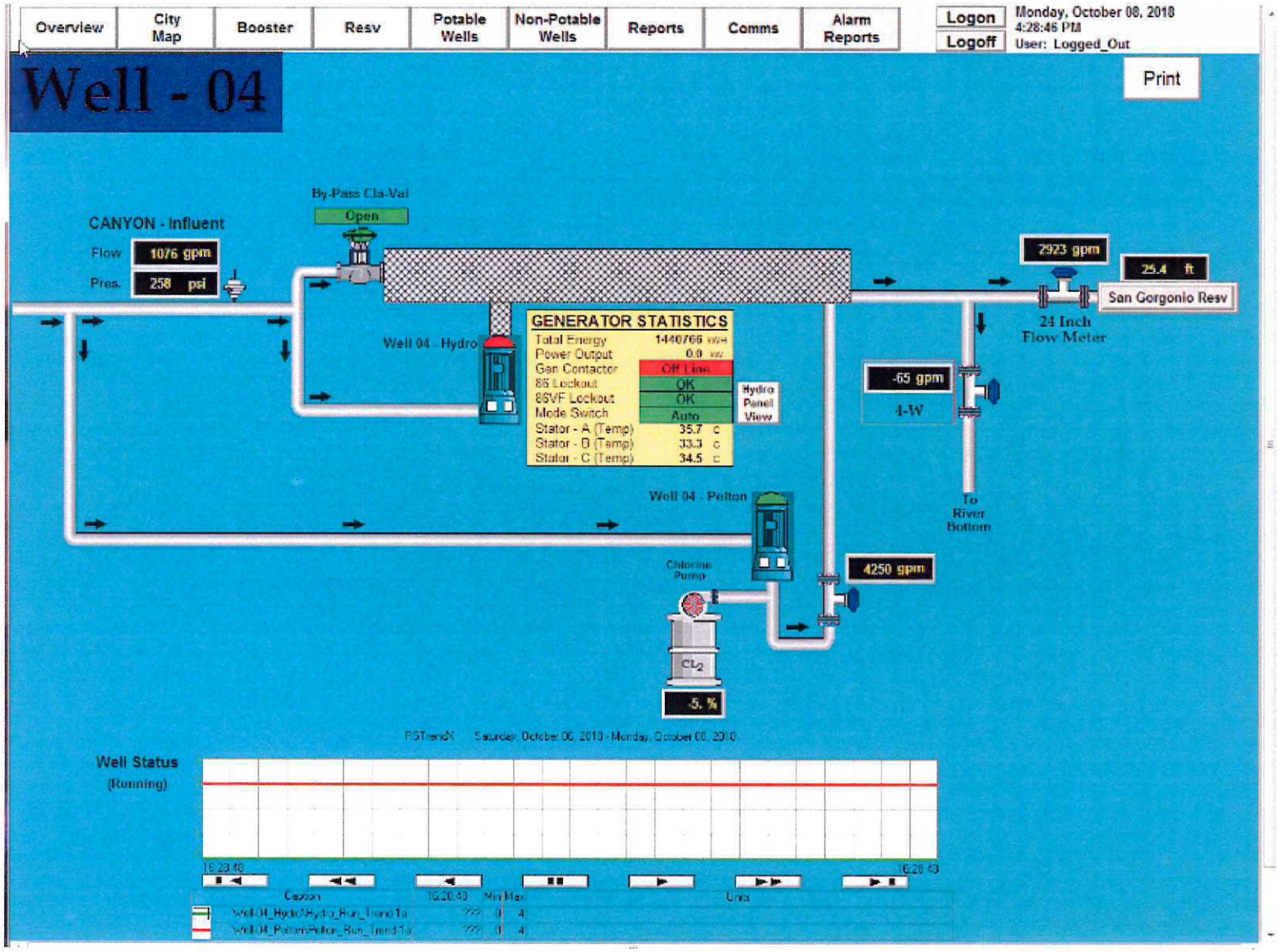

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:23:52 PM
User: Logged_Out
Sunset Reservoirs
Print
Tank Level Alarm Setpoints
High High 30.0
High 29.5
Low 15.0
Low Low 12.0
27.1 Ft
RSTrendX Wednesday, October 03, 2018 - Thursday, October 04, 2018
Tank Level 27.1 Ft.
30
24
18
12
6
0

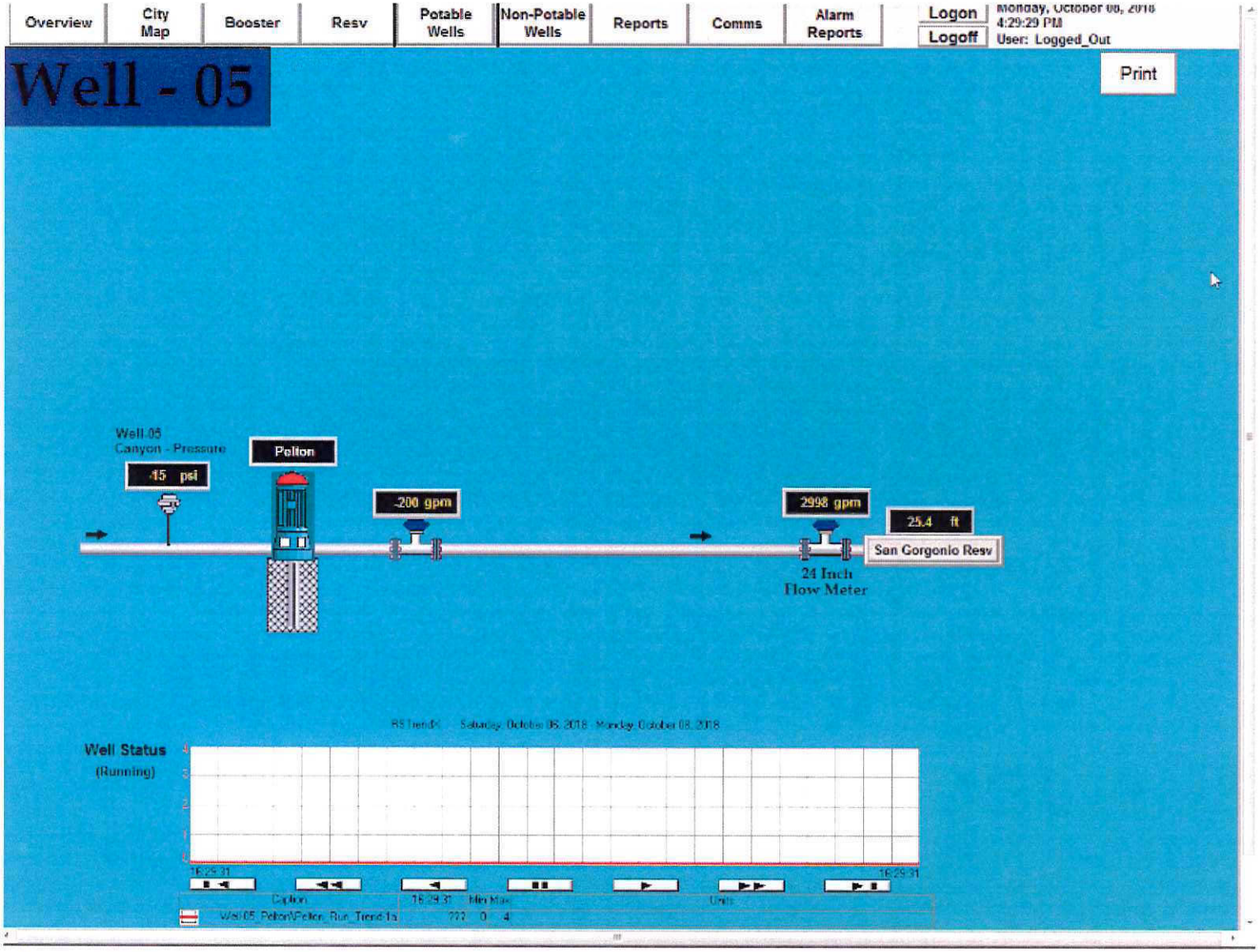

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
4:24:49 PM
User: Logged_Out
San Gorgonio Reservoir
Print
Alarm Setpoints
High High Level 29.5 ft
High Level 29.0 ft
Low Level 12.0 ft
Low Low Level 10.0 ft
26.3 ft
0 ft
Well 01 - Electric Running
Well 01 - Pelton Off
Well 02 - Electric Off
Well 03 - Electric Running
Well 03 - Pelton Off
Well 04 - Pelton Running
Well 05 - Pelton Off
2987 gpm
24 Inch Flow Meter
gpm
20 Inch Flow Meter
To System
30.0
25.0
20.0
15.0
10.0
5.0
0.0

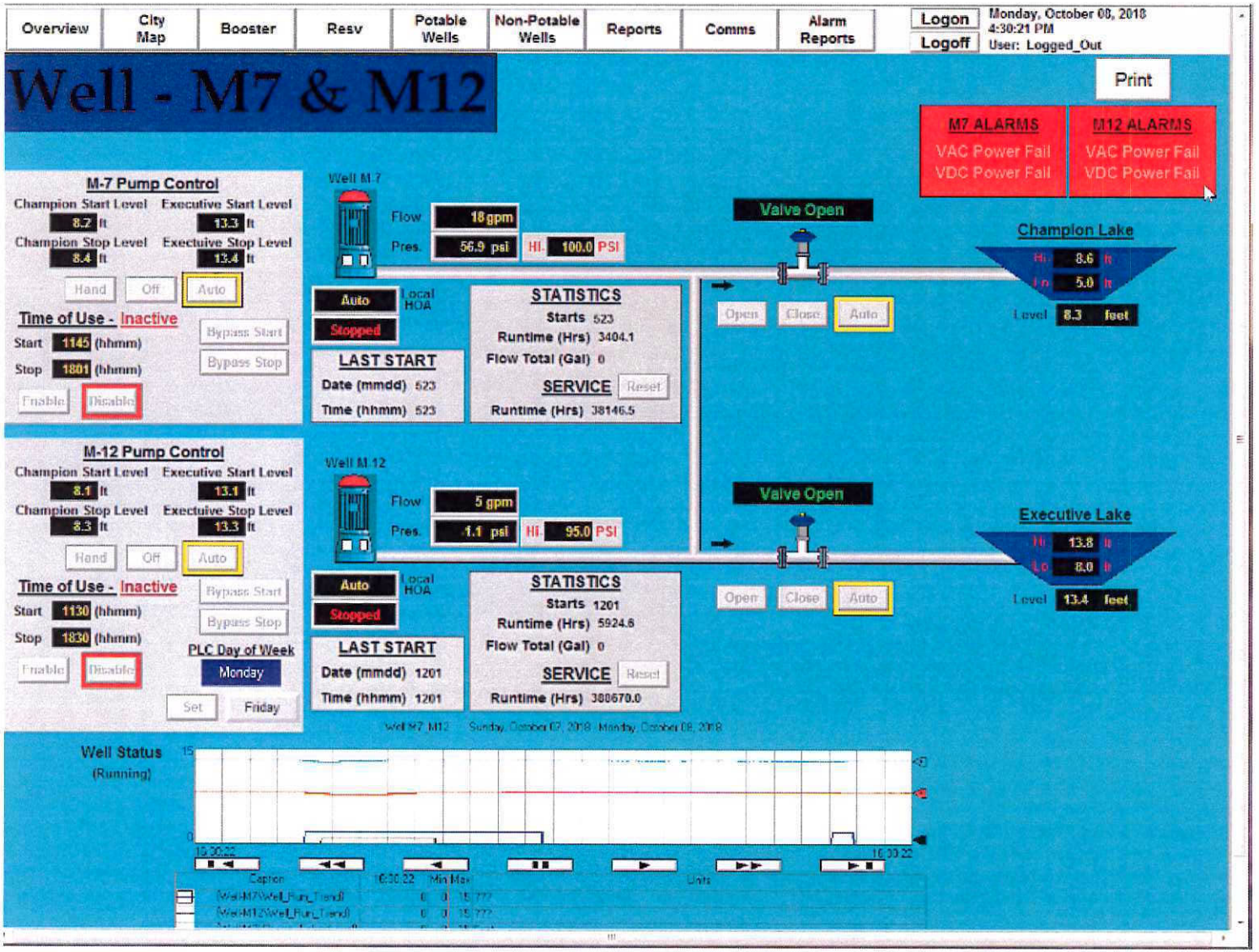

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:25:40 PM
User: Logged_Out
Well - 01
Time Of Use Control
Pump Inhibit
Begin Time Restriction
12 : 50
End Time Restriction
17 : 05
Enable
Disable
Status - Disabled
Print
By-Pass Cla-Val
Open
CANYON - Influent
Flow
1130 gpm
Pres.
220 psi
GENERATOR STATISTICS
Total Energy
283563. kWH
Power Output
0.0 kW
Gen Contactor
Off Line
86 Lockout
OK
86VF Lockout
OK
Mode Switch
Off
Stator - A (Temp)
33.1 C
Stator - B (Temp)
33.8 C
Stator - C (Temp)
38.3 C
Hydro Panel View
Well 01 - Hydro
Well 01 - Pelton
Well 01 - GW
CL2 Residual
0.46 ppm
2998 gpm
25.4 ft
San Gorgonio Resv
24 Inch Flow Meter
Pump Control
Reservoir Start Level
20.5 ft
Reservoir Stop Level
26.0 ft
Local HOA
Auto
Running
STATISTICS
Starts 117
Runtime 99: 43
Last Started
Date 10/ 8
Time 9 : 16
Chlorine Pump
Cl2
25 %
-6 gpm
878 gpm
Well Status
(Running)
Caption
Min
Max
Units

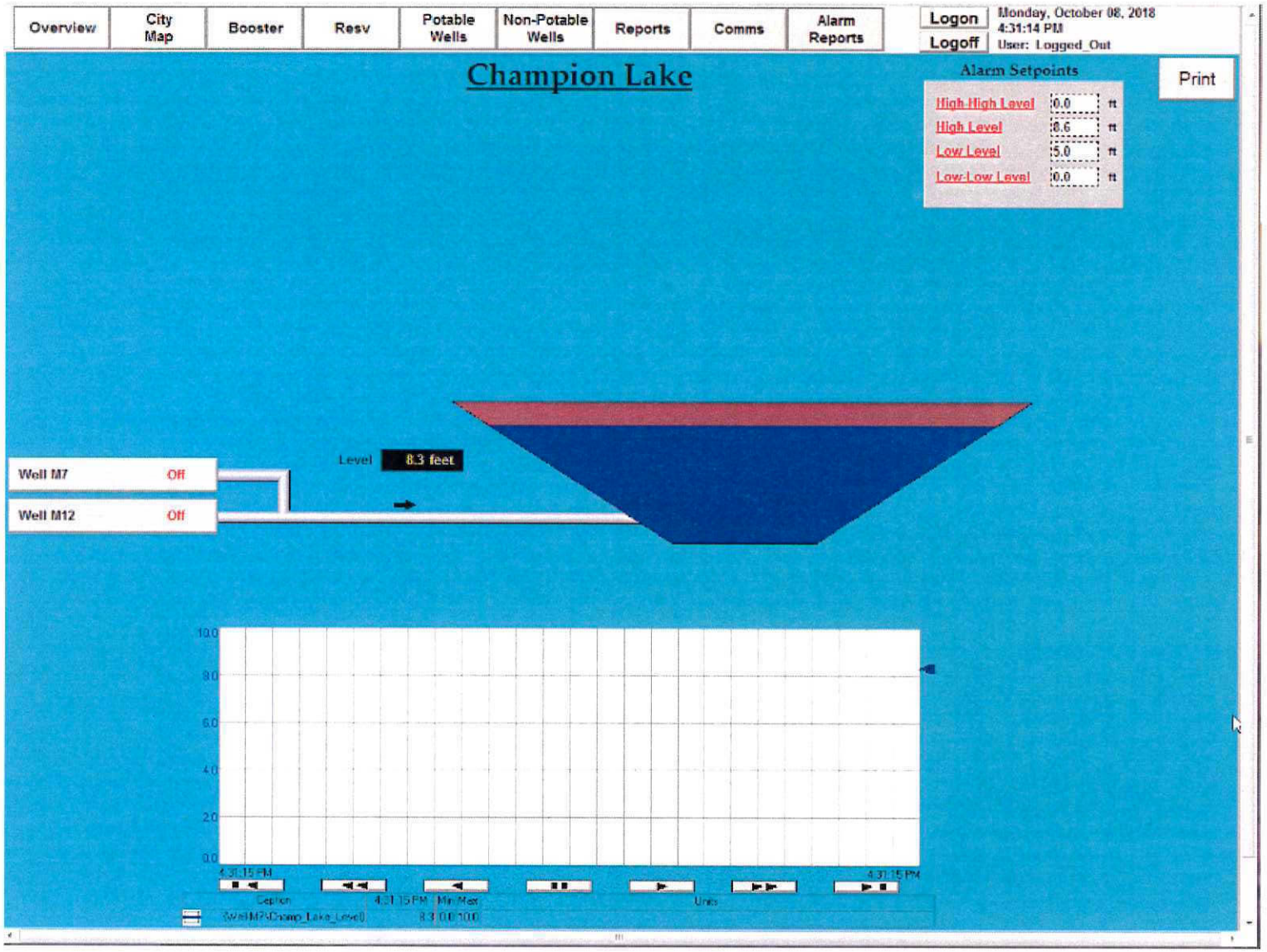

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:26:31 PM
User: Logged_Out
Well - 02
Time Of Use Control
Pump Inhibit
Begin Time Restriction
12 : 50
End Time Restriction
17 : 05
Enable
Disable
Status Disabled
Print
Pump Control
Reservoir Start Level
0.0 ft
Reservoir Stop Level
0.0 ft
Local HOA
Off
Stopped
Well 02 GW
0 gpm
2976 gpm
25.4 ft
San Gorgonio Resv
24 Inch Flow Meter
STATISTICS
Starts 102
Runtime 99:56
Last Started
Date 9 / 13
Time 6 : 42
Well Status
(Running)

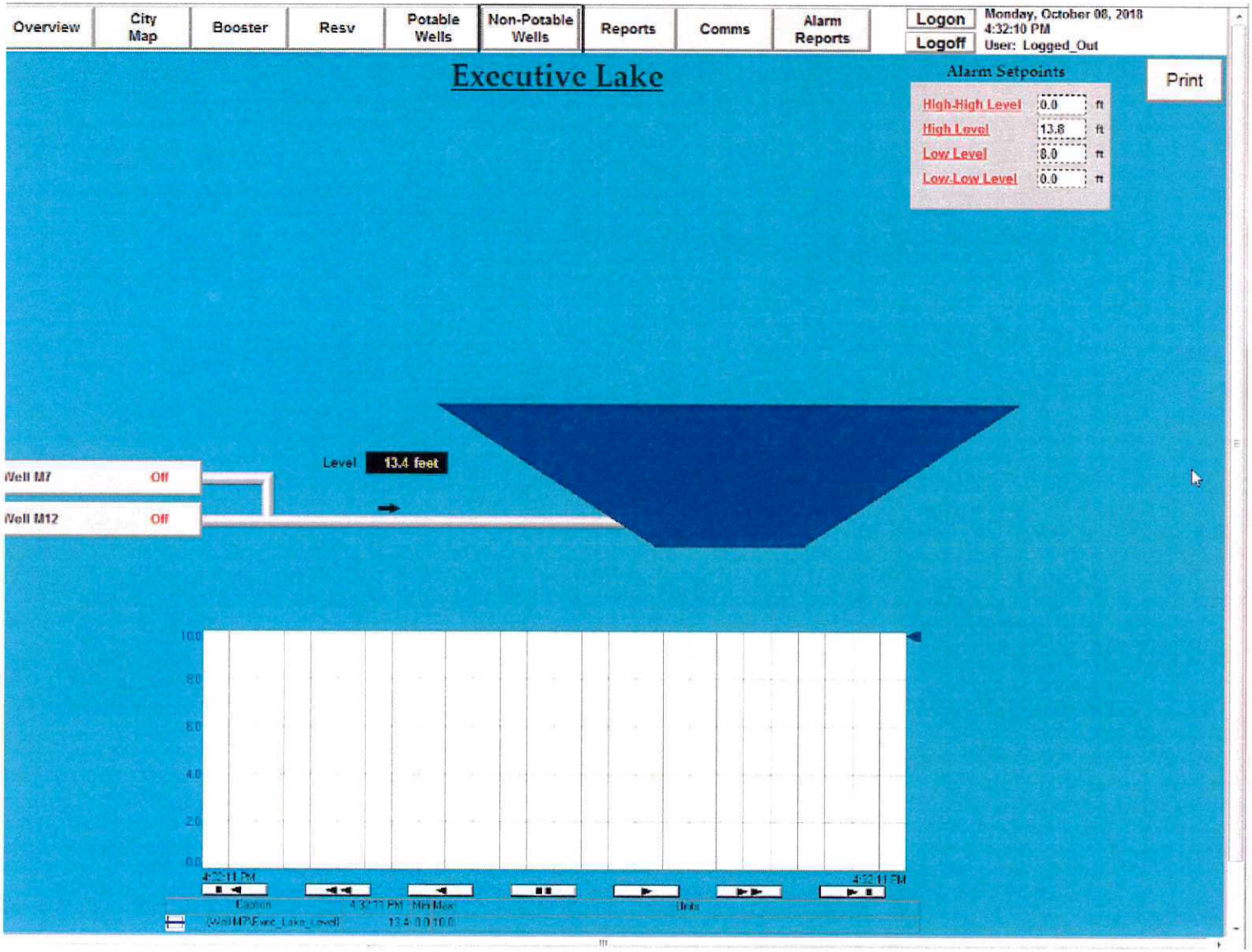

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:27:30 PM
User: Logged_Out
Well - 03
Time Of Use Control
Pump Inhibit
Begin Time Restriction
12 : 00
End Time Restriction
17 : 05
Enable
Disable
Status - Disabled
Print
By-Pass Cla-Val
2998 gpm
25.3 ft
San Gorgonio Resv
21 Inch Flow Meter
On - Off
Well 03 - Pelton
.125 gpm
Well 03 - GW
Local HOA
Auto
Running
Pump Control
Reservoir Start Level
21.5 ft
Reservoir Stop Level
26.5 ft
STATISTICS
Starts 40
Runtime 99:41
Last Started
Date 10/ 8
Time 9 :15
Chlorine Pump
Cl_2
-5 %
Well Status
(Running)

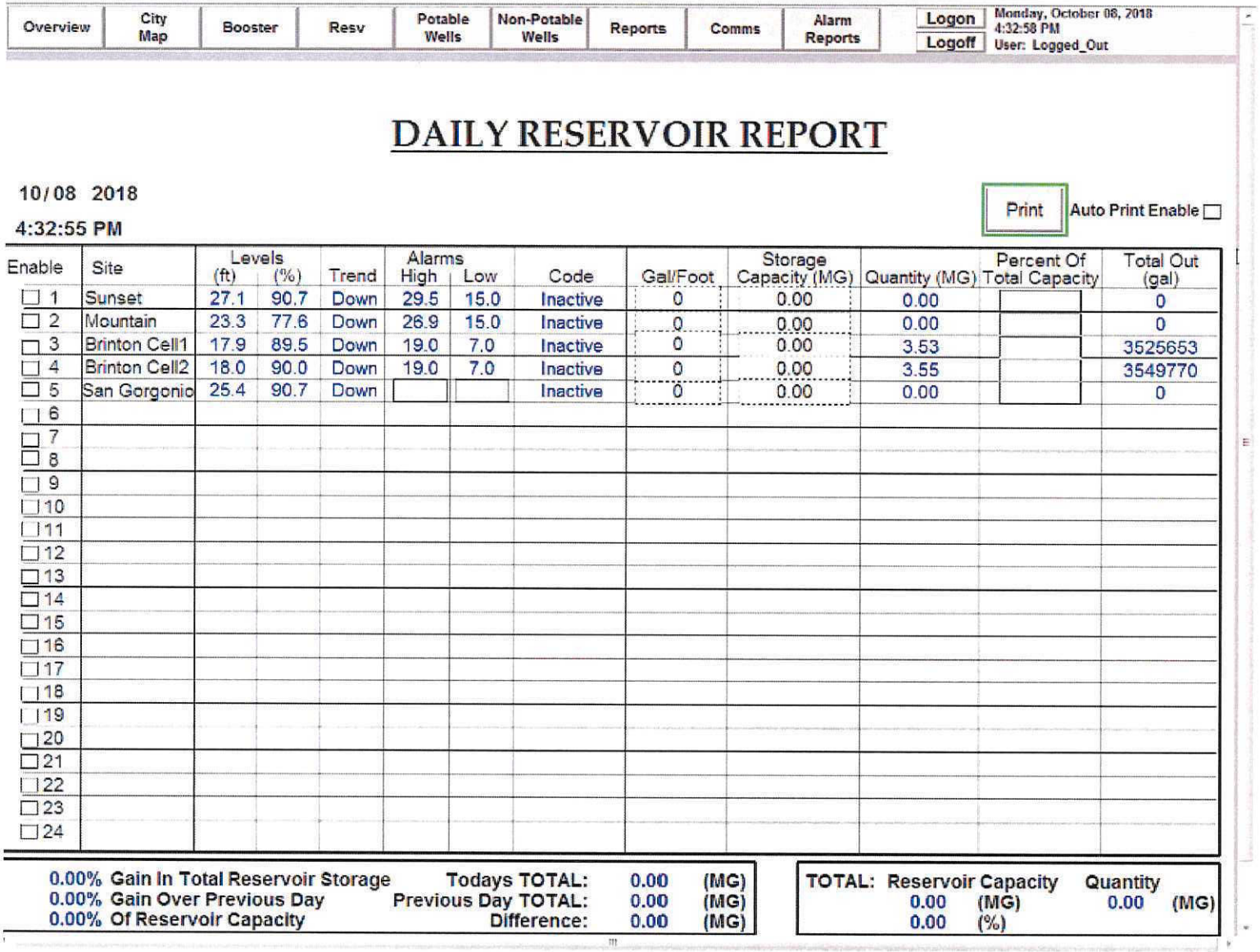

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:28:46 PM
User: Logged_Out
Well - 04
Print
By-Pass Cla-Val
Open
CANYON - Influent
Flow
1076 gpm
Pres.
258 psi
Well 04 - Hydro
GENERATOR STATISTICS
Total Energy
1440766 kWh
Power Output
0.0 kW
Gen Contactor
Off Line
86 Lockout
OK
86VF Lockout
OK
Mode Switch
Auto
Stator - A (Temp)
35.7 C
Stator - B (Temp)
33.3 C
Stator - C (Temp)
34.5 C
Hydro Panel View
2923 gpm
25.4 ft
San Gorgonio Resv
24 Inch Flow Meter
-65 gpm
4-W
To River Bottom
Well 04 - Pelton
Chlorine Pump
4250 gpm
Cl2
.5 %
Well Status
(Running)


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:29:29 PM
User: Logged_Out
Well - 05
Print
Well 05
Canyon - Pressure
45 psi
Pelton
200 gpm
2998 gpm
25.4 ft
San Gorgonio Resv
24 Inch
Flow Meter
Well Status
(Running)


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:30:21 PM
User: Logged_Out
Well - M7 & M12
Print
M7 ALARMS
VAC Power Fail
VDC Power Fail
M12 ALARMS
VAC Power Fail
VDC Power Fail
M-7 Pump Control
Champion Start Level 8.2 ft
Executive Start Level 13.3 ft
Champion Stop Level 8.4 ft
Executive Stop Level 13.4 ft
Hand
Off
Auto
Time of Use - Inactive
Start 1145 (hhmm)
Stop 1801 (hhmm)
Bypass Start
Bypass Stop
Enable
Disable
Well M7
Flow 18 gpm
Pres. 56.9 psi
Hi 100.0 PSI
Auto
Local HOA
Stopped
LAST START
Date (mmdd) 523
Time (hhmm) 523
STATISTICS
Starts 523
Runtime (Hrs) 3404.1
Flow Total (Gal) 0
SERVICE
Reset
Runtime (Hrs) 38146.5
Valve Open
Open
Close
Auto
Champion Lake
Hi 8.6 ft
Lo 5.0 ft
Level 8.3 feet
M-12 Pump Control
Champion Start Level 8.1 ft
Executive Start Level 13.1 ft
Champion Stop Level 8.3 ft
Executive Stop Level 13.3 ft
Hand
Off
Auto
Time of Use - Inactive
Start 1130 (hhmm)
Stop 1830 (hhmm)
Bypass Start
Bypass Stop
PLC Day of Week
Monday
Enable
Disable
Set
Friday
Well M12
Flow 5 gpm
Pres. 1.1 psi
Hi 95.0 PSI
Auto
Local HOA
Stopped
LAST START
Date (mmdd) 1201
Time (hhmm) 1201
STATISTICS
Starts 1201
Runtime (Hrs) 5924.6
Flow Total (Gal) 0
SERVICE
Reset
Runtime (Hrs) 380670.0
Valve Open
Open
Close
Auto
Executive Lake
Hi 13.8 ft
Lo 8.0 ft
Level 13.4 feet
Well Status
(Running)
Caption
Min
Max
Units


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:31:14 PM
User: Logged_Out
Champion Lake
Alarm Setpoints
Print
High-High Level 0.0 ft
High Level 8.6 ft
Low Level 5.0 ft
Low-Low Level 0.0 ft
Level 8.3 feet
Well M7 Off
Well M12 Off
10.0
8.0
6.0
4.0
2.0
0.0
4:31:15 PM
4:31:15 PM
Caption
Min Max
Units
8.3 0.0 10.0


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:32:10 PM
User: Logged_Out
Executive Lake
Alarm Setpoints
Print
High-High Level 0.0 ft
High Level 13.8 ft
Low Level 8.0 ft
Low-Low Level 0.0 ft
Level 13.4 feet
Well M7 Off
Well M12 Off
10.0
8.0
6.0
4.0
2.0
0.0



Overview | City Map | Booster | Resv | Potable Wells | Non-Potable Wells | Reports | Comms | Alarm Reports | Logon | Logoff

Monday, October 08, 2018
4:32:58 PM
User: Logged_Out

DAILY RESERVOIR REPORT

10/08 2018

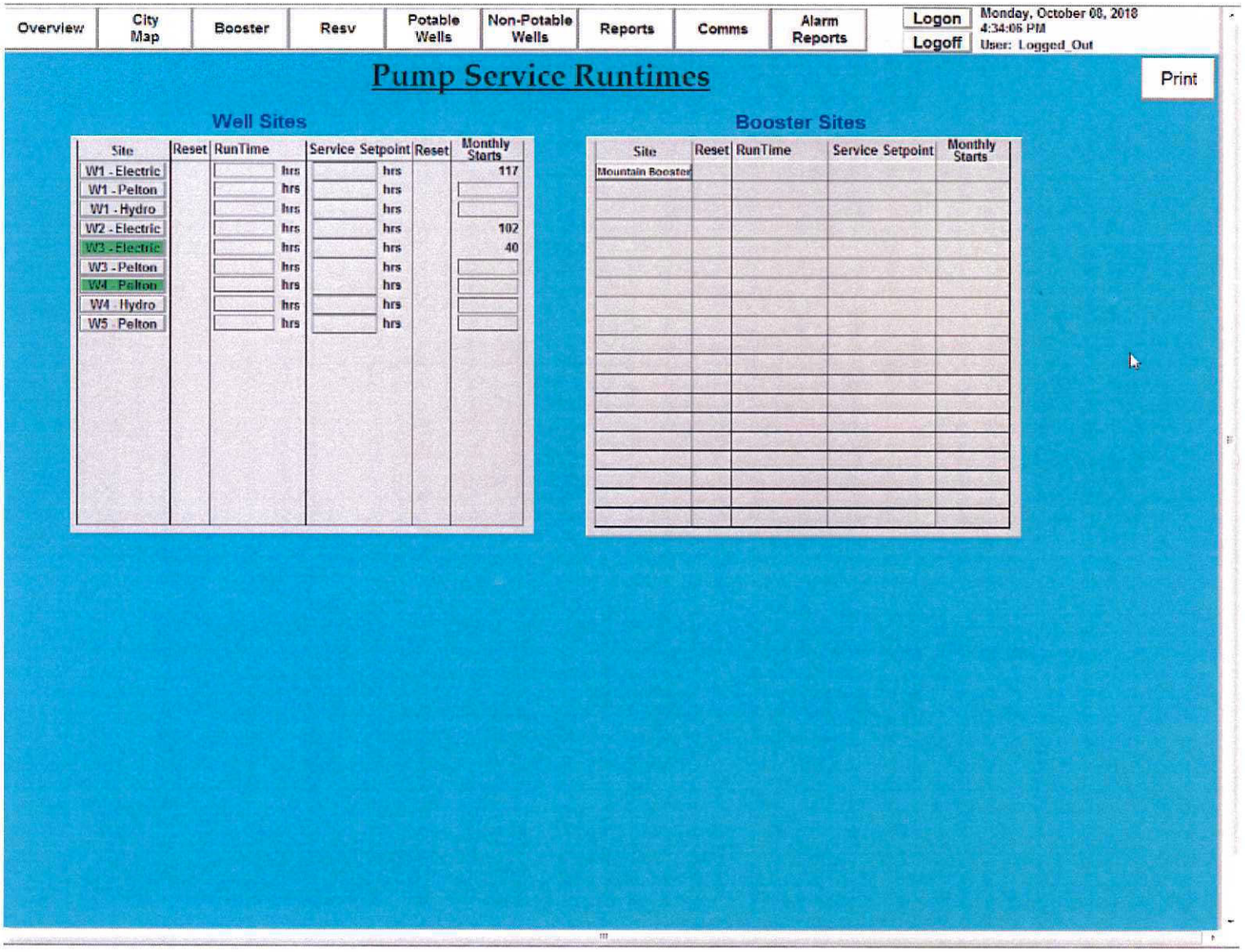
4:32:55 PM

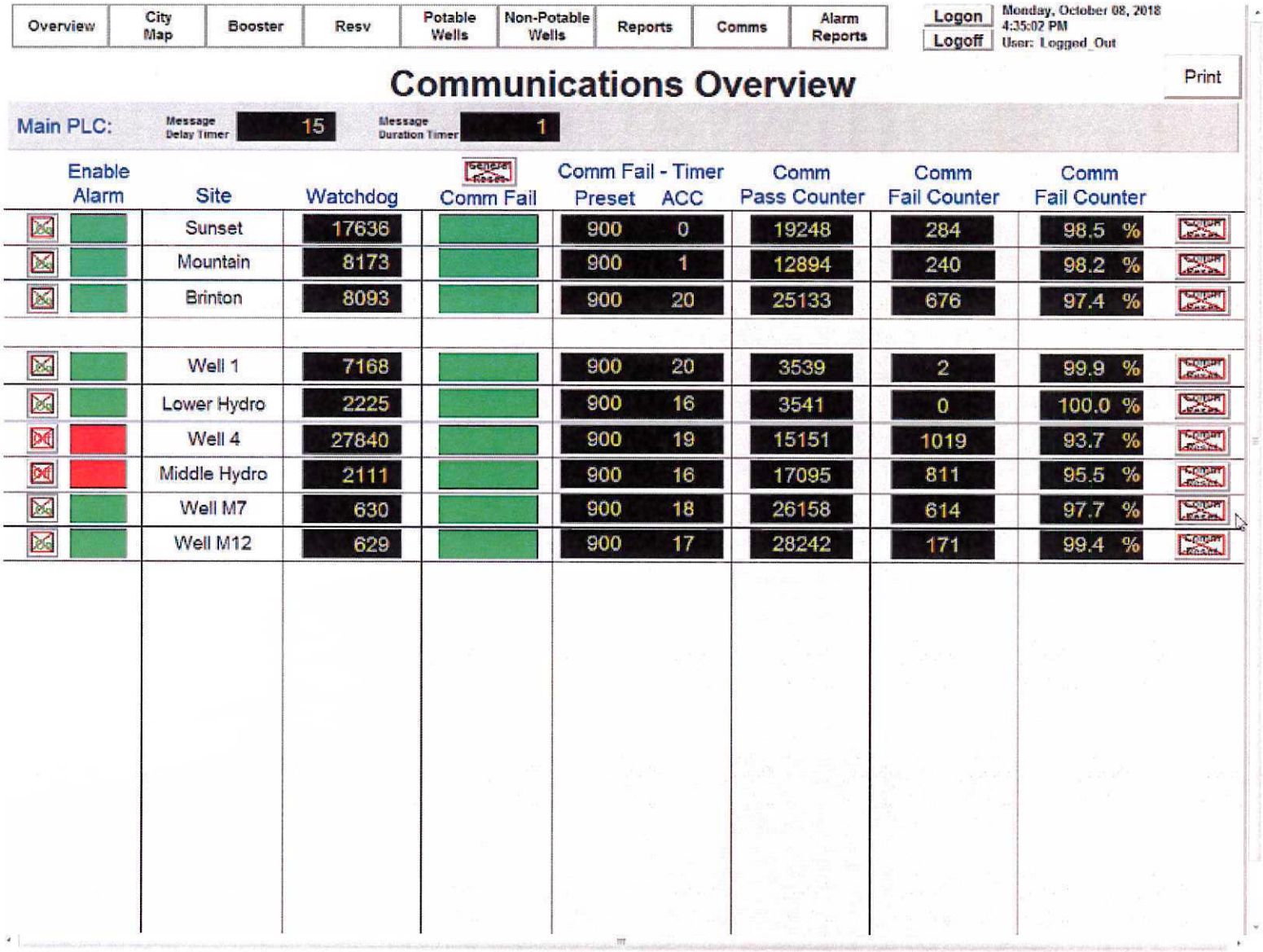
Print | Auto Print Enable ☐

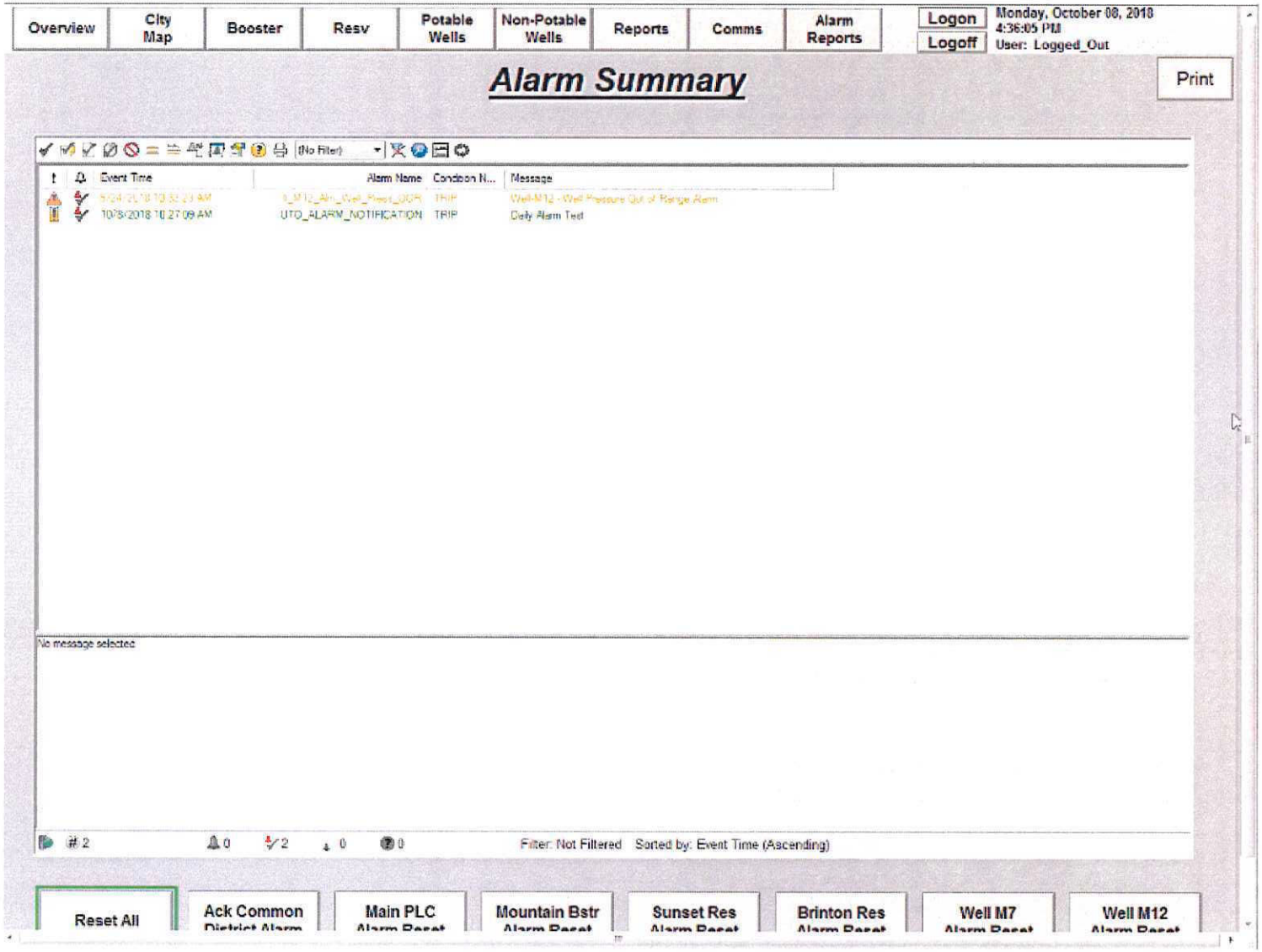
Enable	Site	Levels (ft)	Levels (%)	Trend	Alarms High	Alarms Low	Code	Gal/Foot	Storage Capacity (MG)	Quantity (MG)	Percent Of Total Capacity	Total Out (gal)
☐ 1	Sunset	27.1	90.7	Down	29.5	15.0	Inactive	0	0.00	0.00		0
☐ 2	Mountain	23.3	77.6	Down	26.9	15.0	Inactive	0	0.00	0.00		0
☐ 3	Brinton Cell1	17.9	89.5	Down	19.0	7.0	Inactive	0	0.00	3.53		3525653
☐ 4	Brinton Cell2	18.0	90.0	Down	19.0	7.0	Inactive	0	0.00	3.55		3549770
☐ 5	San Gorgonio	25.4	90.7	Down			Inactive	0	0.00	0.00		0
☐ 6												
☐ 7												
☐ 8												
☐ 9												
☐ 10												
☐ 11												
☐ 12												
☐ 13												
☐ 14												
☐ 15												
☐ 16												
☐ 17												
☐ 18												
☐ 19												
☐ 20												
☐ 21												
☐ 22												
☐ 23												
☐ 24												

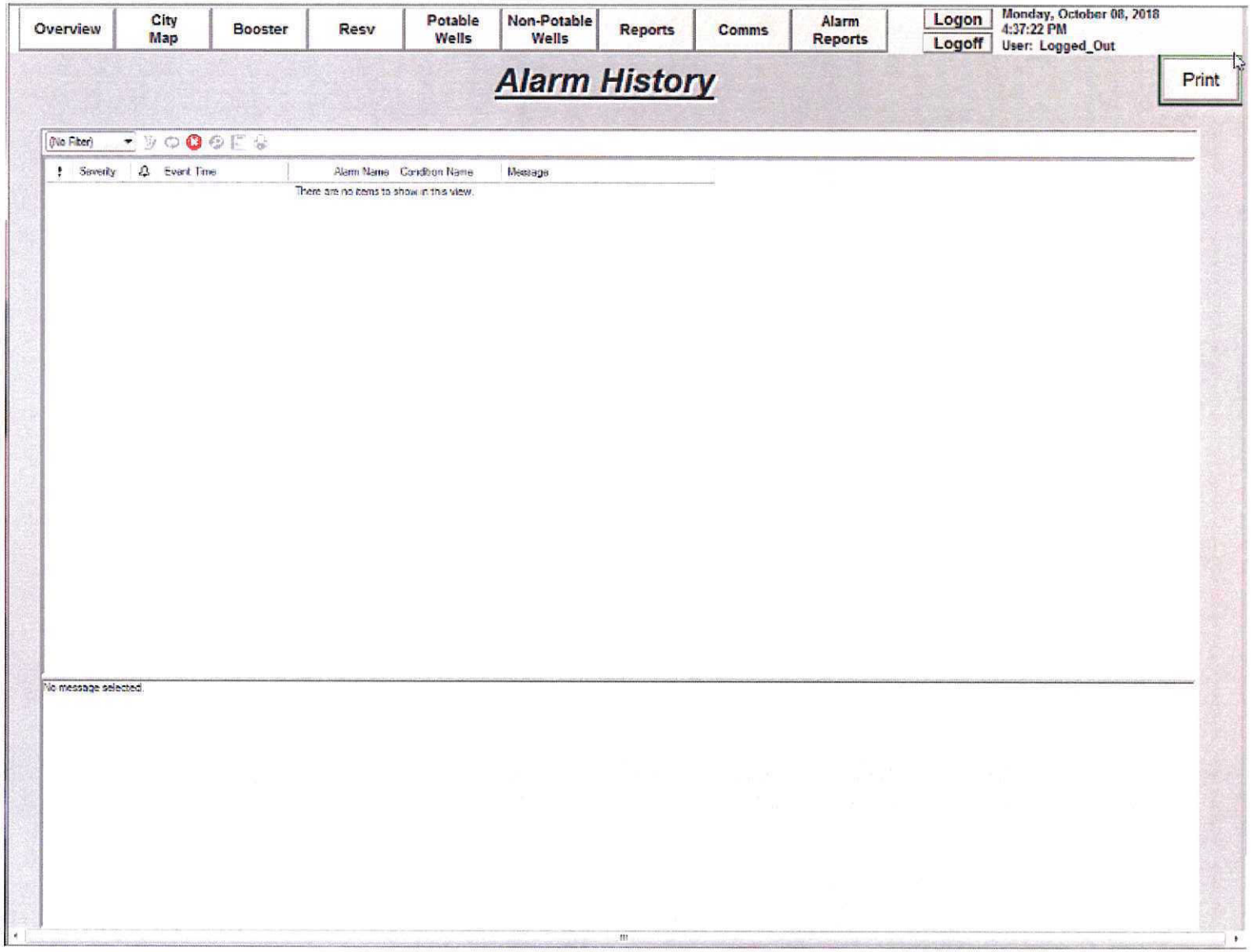
0.00% Gain In Total Reservoir Storage — Todays TOTAL: 0.00 (MG)
0.00% Gain Over Previous Day — Previous Day TOTAL: 0.00 (MG)
0.00% Of Reservoir Capacity — Difference: 0.00 (MG)

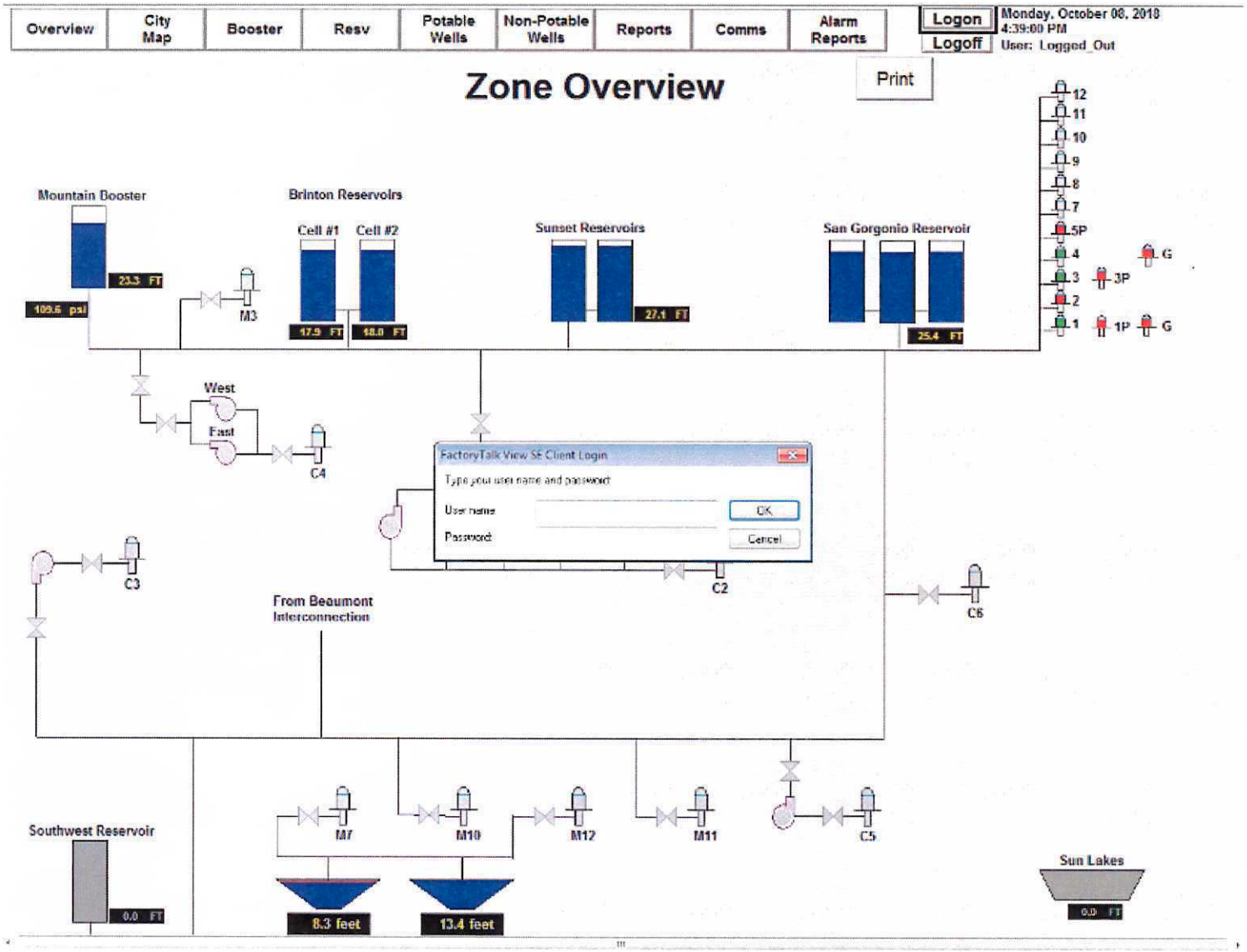
TOTAL: Reservoir Capacity 0.00 (MG) 0.00 (%) — Quantity 0.00 (MG)


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:34:06 PM
User: Logged_Out
Pump Service Runtimes
Print
Well Sites
Site
Reset
RunTime
Service Setpoint
Reset
Monthly Starts
W1 - Electric
W1 - Pelton
W1 - Hydro
W2 - Electric
W3 - Electric
W3 - Pelton
W4 - Pelton
W4 - Hydro
W5 - Pelton
hrs
117
102
40
Booster Sites
Site
Reset
RunTime
Service Setpoint
Monthly Starts
Mountain Booster

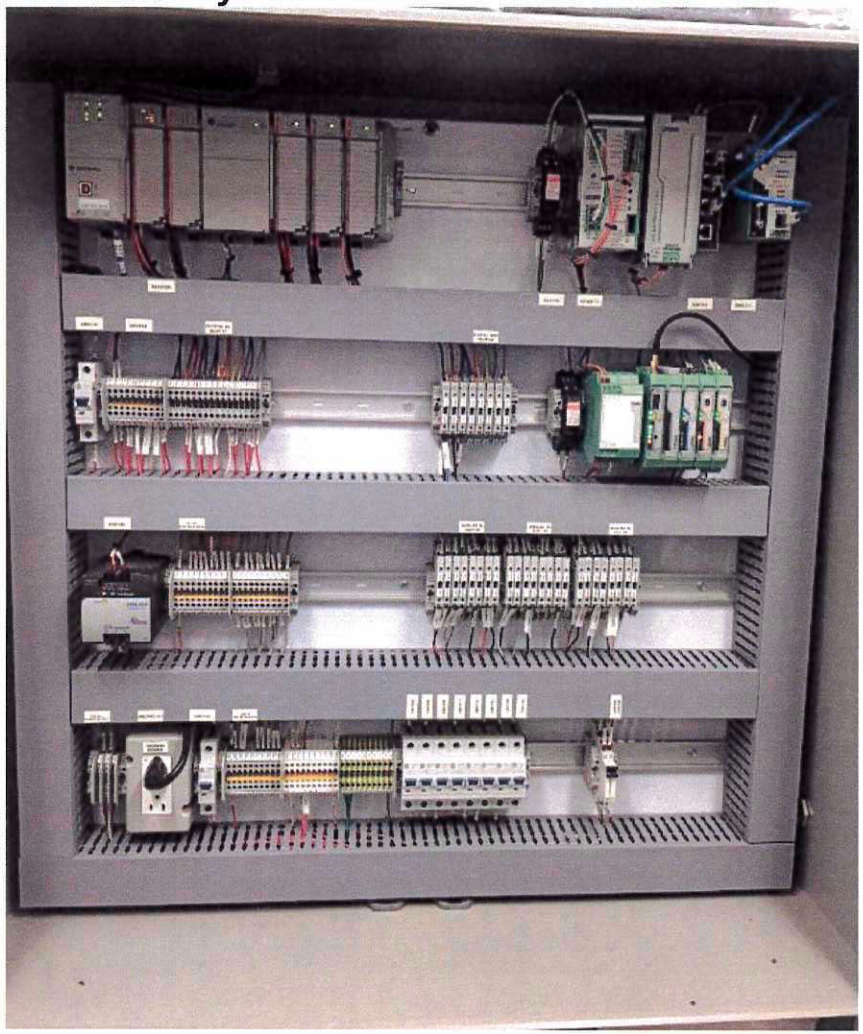

Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:35:02 PM
User: Logged_Out
Communications Overview
Print
Main PLC:
Message Delay Timer
15
Message Duration Timer
1
Enable Alarm
Site
Watchdog
Comm Fail
Comm Fail - Timer Preset
ACC
Comm Pass Counter
Comm Fail Counter
Comm Fail Counter
Sunset 17636 900 0 19248 284 98.5 %
Mountain 8173 900 1 12894 240 98.2 %
Brinton 8093 900 20 25133 676 97.4 %
Well 1 7168 900 20 3539 2 99.9 %
Lower Hydro 2225 900 16 3541 0 100.0 %
Well 4 27840 900 19 15151 1019 93.7 %
Middle Hydro 2111 900 16 17095 811 95.5 %
Well M7 630 900 18 26158 614 97.7 %
Well M12 629 900 17 28242 171 99.4 %


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:36:05 PM
User: Logged_Out
Alarm Summary
Print
(No Filter)
Event Time
Alarm Name
Condition N...
Message
10/8/2018 10:27:09 AM
UTO_ALARM_NOTIFICATION
TRIP
Daily Alarm Test
No message selected
2
0
2
0
0
Filter: Not Filtered
Sorted by: Event Time (Ascending)
Reset All
Ack Common
Main PLC
Mountain Bstr
Sunset Res
Brinton Res
Well M7
Well M12


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:37:22 PM
User: Logged_Out
Alarm History
Print
(No Filter)
Severity
Event Time
Alarm Name
Condition Name
Message
There are no items to show in this view.
No message selected.


Overview
City Map
Booster
Resv
Potable Wells
Non-Potable Wells
Reports
Comms
Alarm Reports
Logon
Logoff
Monday, October 08, 2018
4:39:00 PM
User: Logged_Out
Zone Overview
Print
Mountain Booster
23.3 FT
109.6 psi
M3
Brinton Reservoirs
Cell #1
Cell #2
17.9 FT
18.0 FT
Sunset Reservoirs
27.1 FT
San Gorgonio Reservoir
25.4 FT
12
11
10
9
8
7
5P
4
3
2
1
G
3P
1P
G
West
East
C4
FactoryTalk View SE Client Login
Type your user name and password
User name
Password
OK
Cancel
C2
C3
From Beaumont
Interconnection
C6
Southwest Reservoir
0.0 FT
M7
M10
M12
M11
C5
8.3 feet
13.4 feet
Sun Lakes
0.0 FT

Allen Bradley PLC Panel



RECOMMENDATIONS

- Build additional graphing and reporting screens.
- Create a map that identifies all facilities, address, computer and/or network equipment and include radio path link information.

FIELD PROCESS CONTROL SYSTEMS

OBSERVATIONS

- Nearly all field backup batteries are failed.
- Some remote systems are missing backup batteries altogether.
- All panels lack intrusion acknowledge buttons.

RECOMMENDATIONS

- Replace all batteries so that communication fails can be distinguished from power fails.
- Install and locate acknowledge buttons in every panel in a consistent location.
- Integrate intrusion alarms into SCADA system.
- Replace all Kingfisher II panels with new specified panels.
- Any hardware design or equipment replacement should consider theft and vandalism.

SITE ANALOG AND DIGITAL INPUTS

Current digital and analog inputs/outputs for sample site Well C-2-A

DI

- Well Flowing
- Booster Flowing
- Well HOA Hand
- Well HOA Auto
- Well Status
- Booster 1 Hand
- Booster 2 Auto
- Booster 1 Status
- Booster 2 Hand
- Booster 2 Auto
- Booster 2 Status
- Booster 3 Hand
- Booster 3 Auto
- Booster 3 Status
- Booster 4 Hand
- Booster 4 Auto
- Booster 4 Status

- Booster 5 Hand
- Booster 5 Auto
- Booster 5 Status
- Booster 1 Valve Position
- Booster 2 Valve Position
- Booster 3 Valve Position
- Booster 4 Valve Position
- Booster 5 Valve Position

DO

- Well Call
- Booster 1 Call
- Booster 2 Call
- Booster 3 Call
- Booster 4 Call
- Booster 5 Call

AI

- Tank Level
- Well Depth
- C-2 Flow Rate
- Booster Flow Rate
- Cl2 Residual

RECOMMENDATIONS

Current SCADA does not include the following:

- Totalizer readings
- Generator run time
- Generator starts
- Intrusion Alarms (Doors, Hatches Generator)
- Eye wash emergency alarm
- Pressures

This is one of the City's most congested sites that entail a Potable water well, Reservoir, Booster station and Generator all at one location.

WASTEWATER LIFT STATION SCADA

Currently the City Lift stations are set up with dial up alarms and have intrusion alarms along with high and low level alarms. SCADA for the wastewater treatment plant will not be a part of this project.

Wastewater Lift Station DI, DO, AI and AO

- Wet Well High Level Alarm
- Wet Well Low Level Alarm
- Booster 1 Hand

- Booster 1 Off
- Booster 1 Auto
- Booster 1 Status
- Booster 2 Hand
- Booster 2 Off
- Booster 2 Auto
- Booster 2 Status
- Flow Rate
- Odometer Reading
- Generator Run Time
- Generator Starts
- Intrusion Alarms

RECOMMENDATIONS

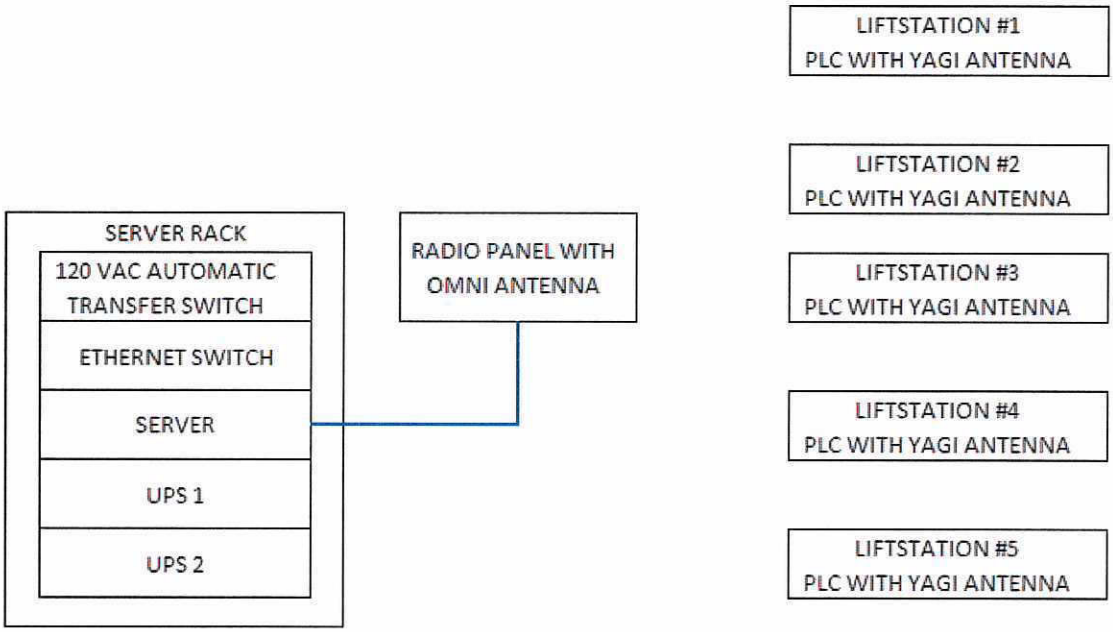
The new SCADA system will be designed using the same Radios, software, hardware installed on a new server that will be located at the wastewater treatment plant that will be supplied by the contractor.

- Provide a reliable, secure hardware platform for the controls and operations of the Wastewater Division.
- Develop a sound reliable platform and method to provide redundancy for the controls and operations of the City wastewater SCADA System.
- Standardize on one manufacturer for hardware to simplify support requirements.
- Purchase all new hardware from this single source with warranty support.
- Develop a hardware replacement rotation to avoid hardware failures and expiration of hardware support.
- Provide hardware based remote access platform for secure remote connectivity to support after hours operations.
- If needed develop an alternative method for internet access for site personnel.
- Remove or limit access to internet on SCADA network.
- Install Historian hardware platform.
- All UPS systems should be monitored by the SCADA system.
- Install dual 1500 VA Smart UPS in the Server Rack with alarm notification of Power Failure.
- Install Laser Printer for SCADA screen and report printing
- Review current process variables and identify additional information for operations and incorporate these device points into the SCADA application.
- Add Ultrasonic Level Transducers to all Lift Stations. Connect new Level Transmitters to the new Allen Bradley PLCs and display on SCADA HMI.

LIFT STATION NETWORK

The local area network (LAN) consists of Ethernet radio communications. The primary hub of the SCADA network converges at the Wastewater Treatment Plant.

All Wastewater Lift Station SCADA System hardware shall be new and independent of the Water System SCADA. The two systems are completely independent. The Wastewater Lift Station SCADA System computer hardware (shown below) will be located at the Wastewater Treatment Plant, but shall not need to include any monitoring or control for the Wastewater Treatment Plant itself, besides alerts for power failures at the SCADA server and radios.



COMPONENT INFORMATION

PLC = PROGRAM LOGIC CONTROL
UPS = UNINTERUPTED POWER SUPPLY
RECPT = RECEPTICAL
CR = CONTROL RELAY
CB = CIRCUIT BREAKER
N = NEUTRAL OR NEGITIVE
SP = SURGE PROTECTOR
PS = POWER SUPPLY
RD = RADIO
ES = ETHERNET SWITCH
PD = POWER DISTRIBUTION
TS =THERMOSTAT

WIRING INFORMATION

------- - FIELD CONNECTION
—○— - FIELD TERMINATION
—◉— - PRE-WIRED TERMINATION

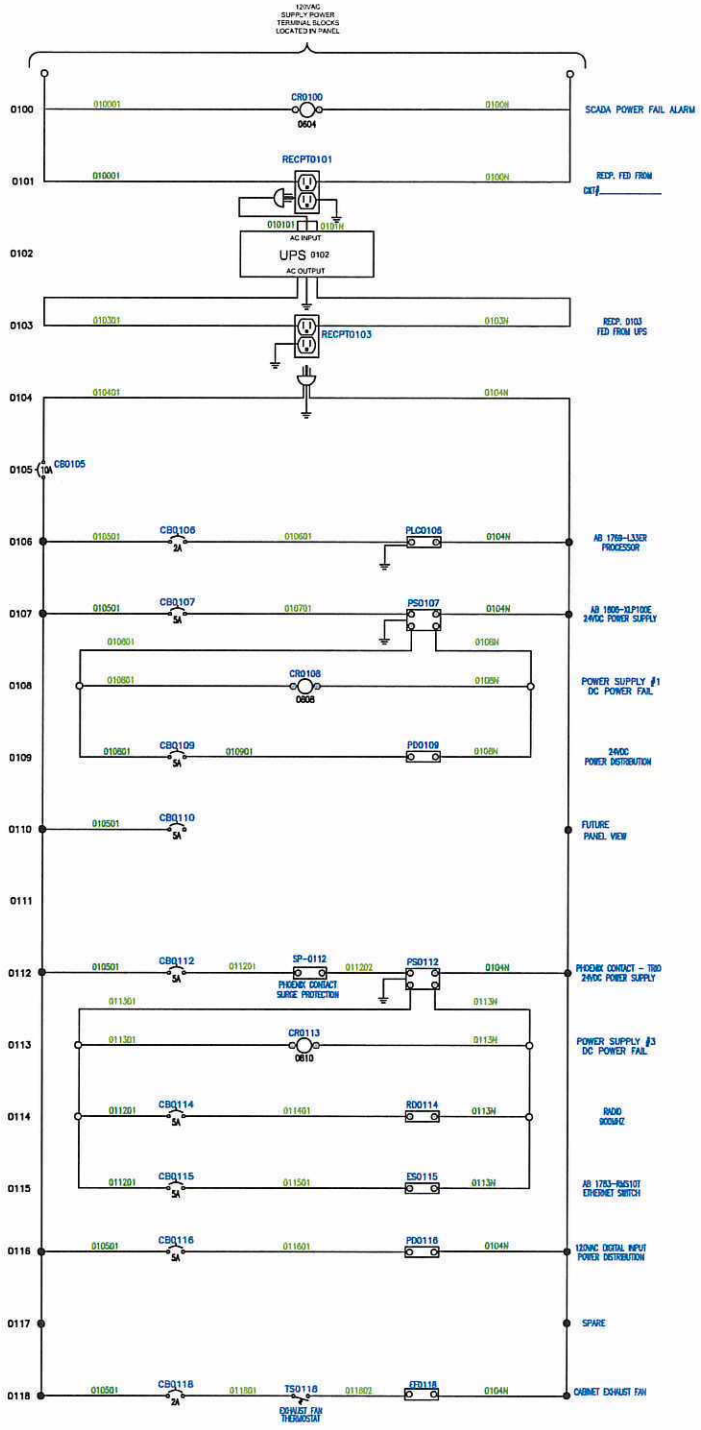
XXYY OR XXYYZZ
XX = PAGE NUMBER
YY = RUNG NUMBER
ZZ = WIRE NUMBER

WIRE COLOR CODE

RED - 120VAC
WHITE - 120VAC NEUTRAL
GREEN - GROUND

BLUE - 24VDC POSITIVE
BLUE/WHITE - 24VDC NEGITIVE

YELLOW - FOREIGN VOLTAGE



JOB NUMBER MASTER PANEL	DRAWN BY LSB II	NO. 1	MASTER PANEL CONTROL POWER
DATE 2018-07-23	CHECKED BY HMM	DATE 2018-07-23	
SHEET NUMBER 01 OF 11		REVISION 1	

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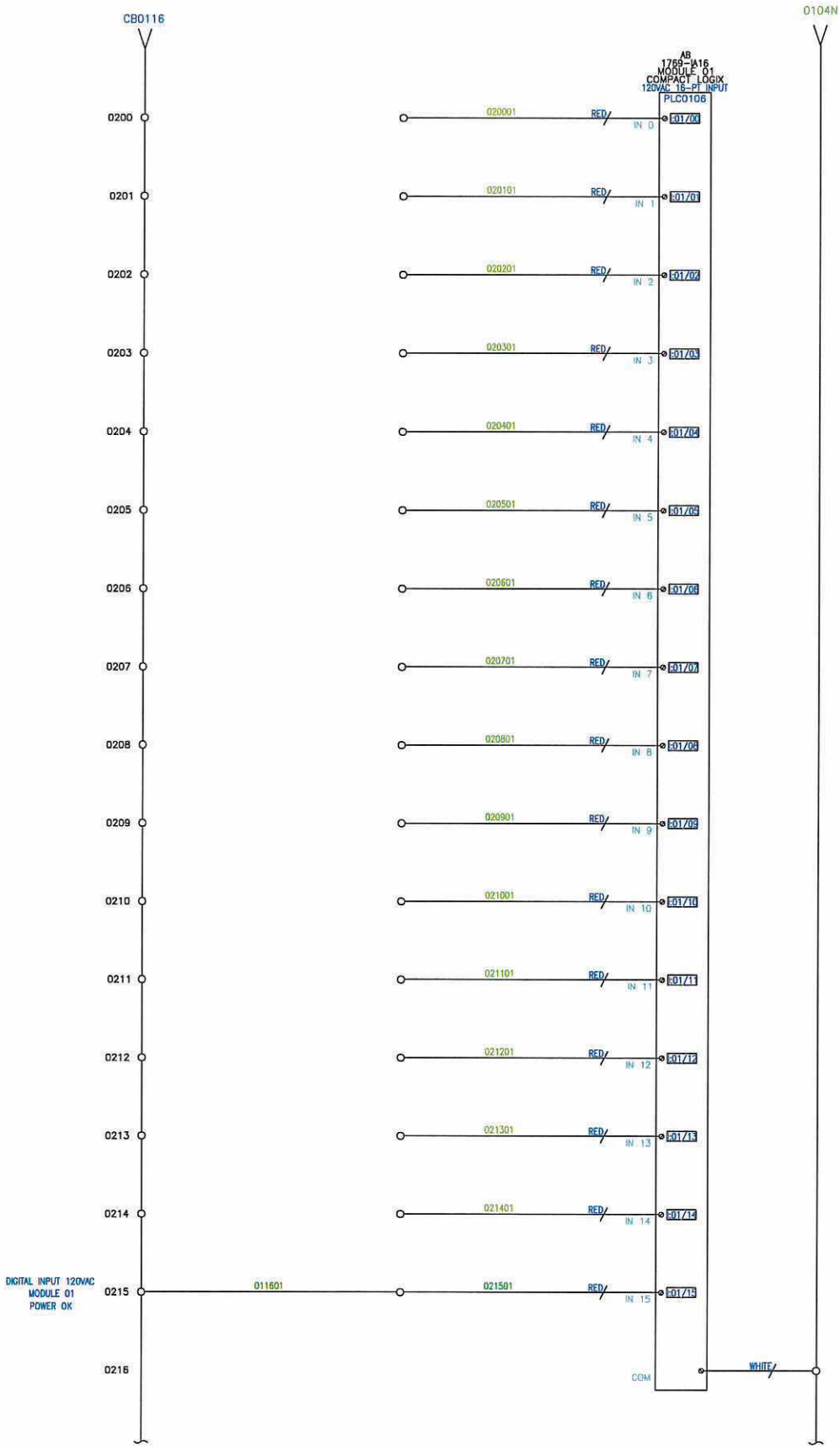
MASTER PANEL
WALL MOUNT
60 I/O



JOB NUMBER	
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DATE	2018-07-23
SHEET NUMBER	02 OF 11
DRAWN BY	LSB II
CHECKED BY	HMM

MASTER PANEL
DIGITAL INPUT
MODULE 01

NO.	DATE	REVISION
1	2018-07-23	1

DRAWING TITLE

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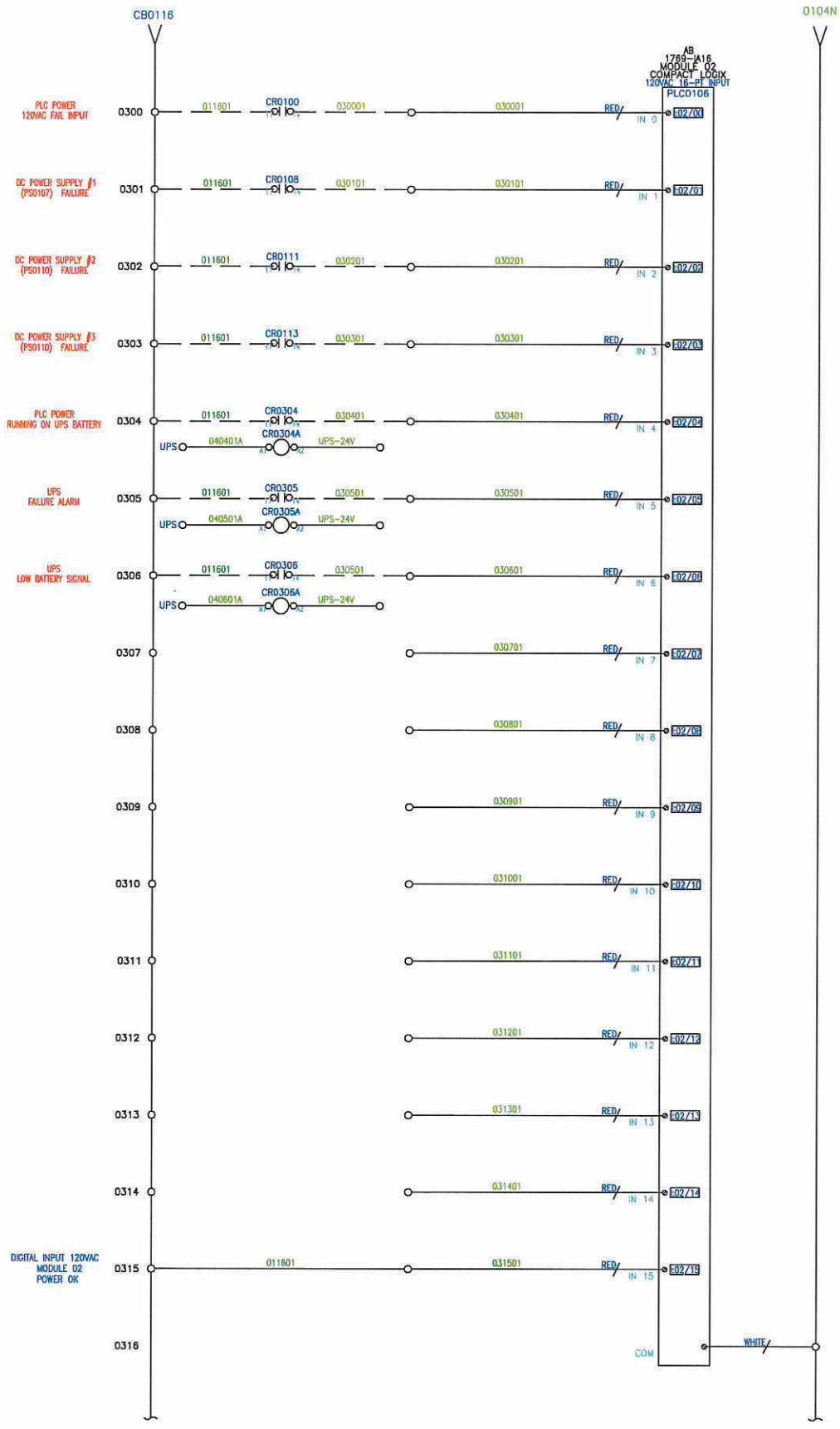
MASTER PANEL
WALL MOUNT
60 I/O



JOB NUMBER	MASTER PANEL
DRAWN BY	LSB II
CHECKED BY	HMM
DATE	2018-07-23
SHEET NUMBER	03 OF 11

MASTER PANEL
DIGITAL INPUT
MODULE 02

DRAWING TITLE

NO.	DATE	REVISION
1	2018-07-23	1

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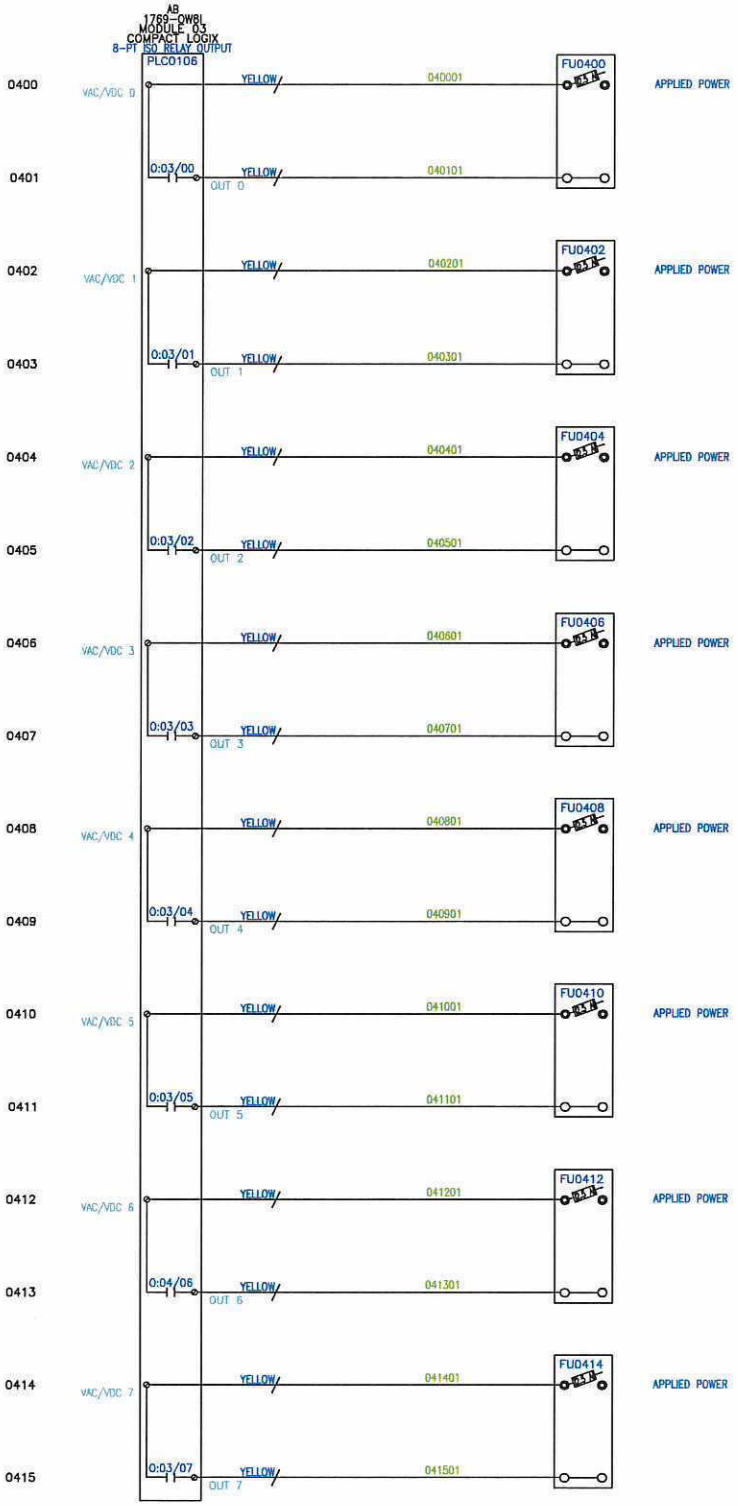
MASTER PANEL
WALL MOUNT
60 I/O



JOB NUMBER
MASTER PANEL
DATE
2018-07-23
STREET NUMBER
04 OF 11

DRAWN BY
LSB II
CHECKED BY
HNM

MASTER PANEL
DIGITAL OUTPUT
MODULE 03

NO.	DATE	REVISION
1	2018-07-23	

DRAWING TITLE

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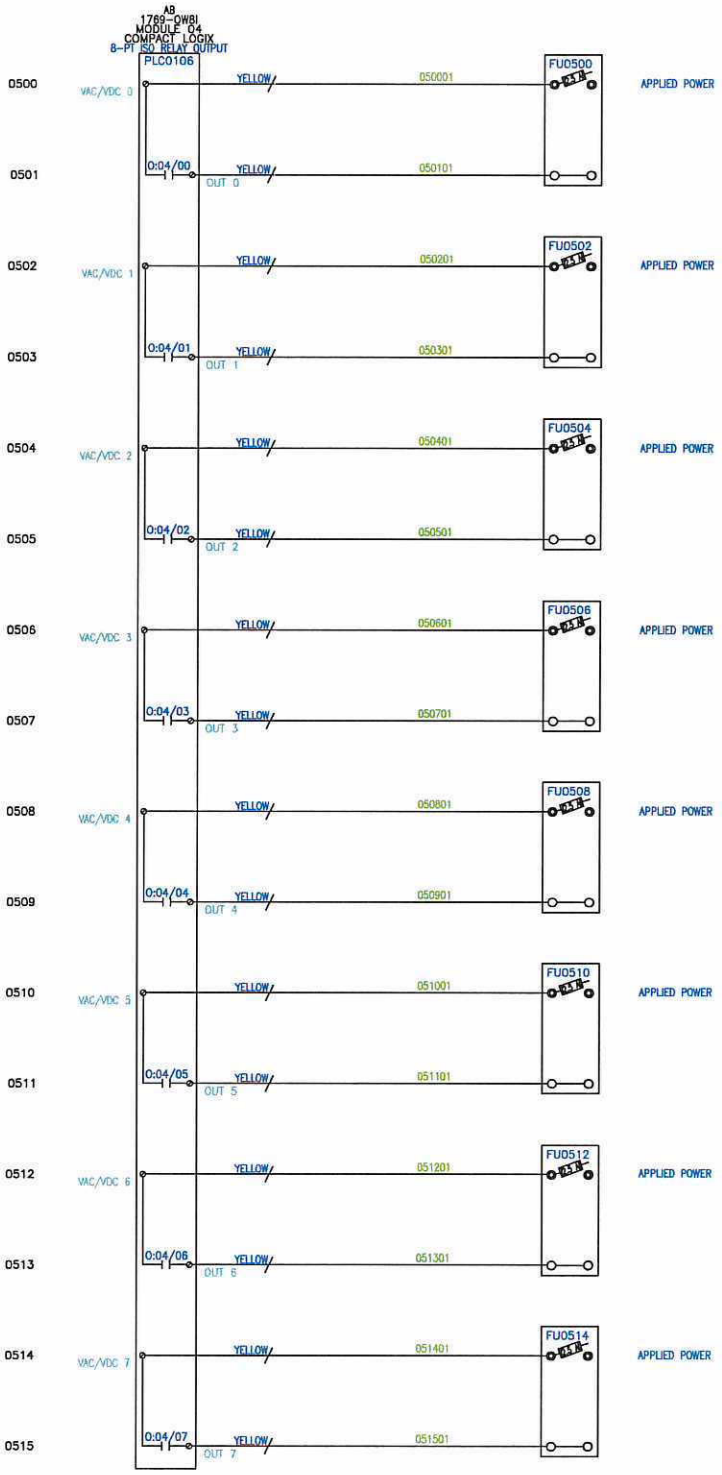
MASTER PANEL
WALL MOUNT
60 I/O



MASTER PANEL
DIGITAL OUTPUT
MODULE 04

JOB NUMBER
MASTER PANEL
DATE
2018-07-23
DRAWN BY
LSB II
CHECKED BY
HMM
SHEET NUMBER
05 OF 11

NO.	DATE	REVISION
1	2018-07-23	1

DRAWING TITLE

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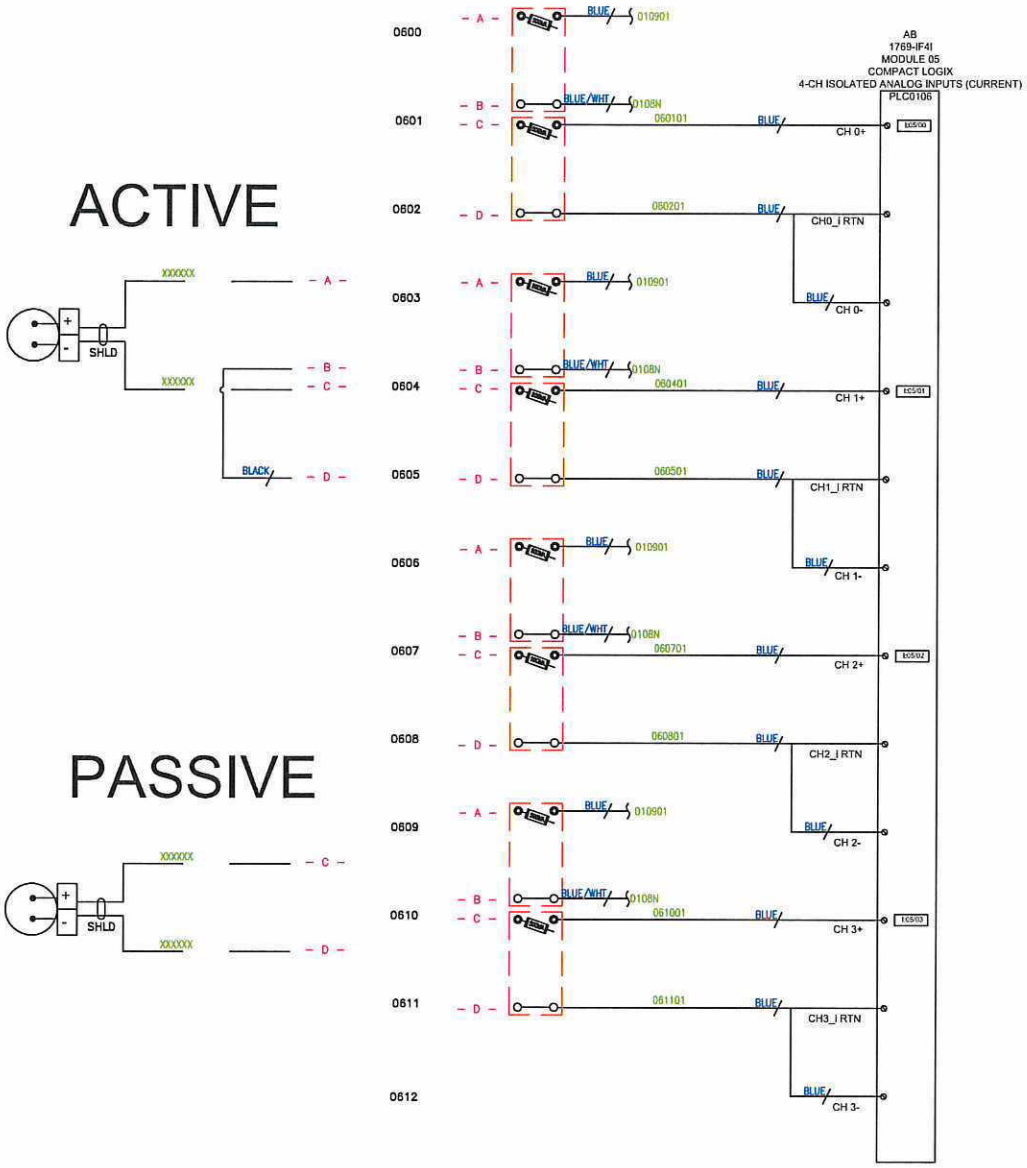
MASTER PANEL
WALL MOUNT
60 I/O



JOB NUMBER	
DRAWN BY	LSB II
MASTER PANEL	
DATE	2018-07-23
CHECKED BY	HMM
SHEET NUMBER	06 OF 11

MASTER PANEL
ANALOG INPUT
MODULE 05

NO.	DATE	REVISION
1	2018-07-23	

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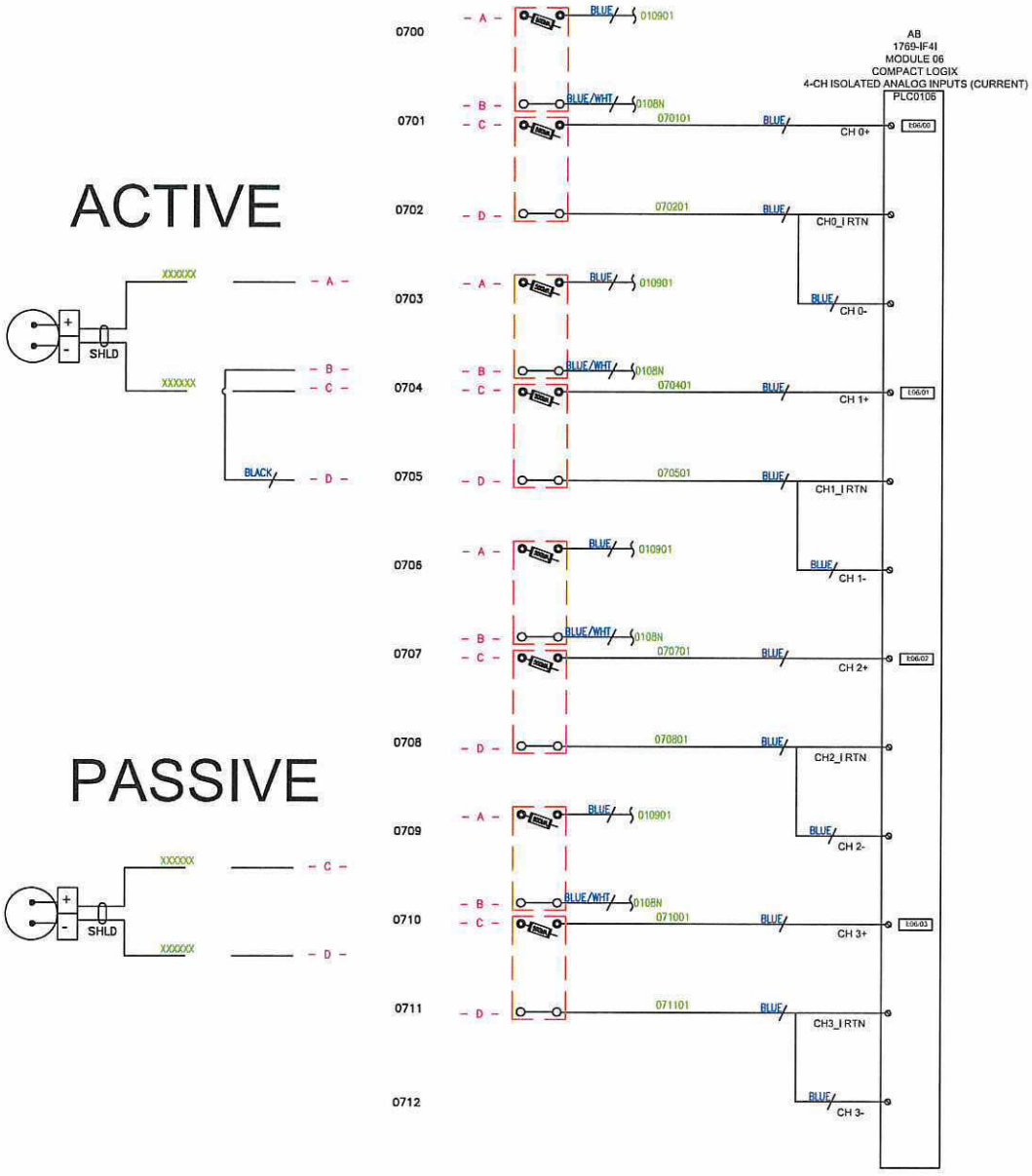
MASTER PANEL
WALL MOUNT
60 I/O



JOB NUMBER	MASTER PANEL
DRAWN BY	LSB II
DATE	2018-07-23
CHECKED BY	HMM
SHEET NUMBER	07 OF 11

MASTER PANEL
ANALOG INPUT
MODULE 06

NO.	DATE	REVISION
1	2018-07-23	1

DRAWING TITLE

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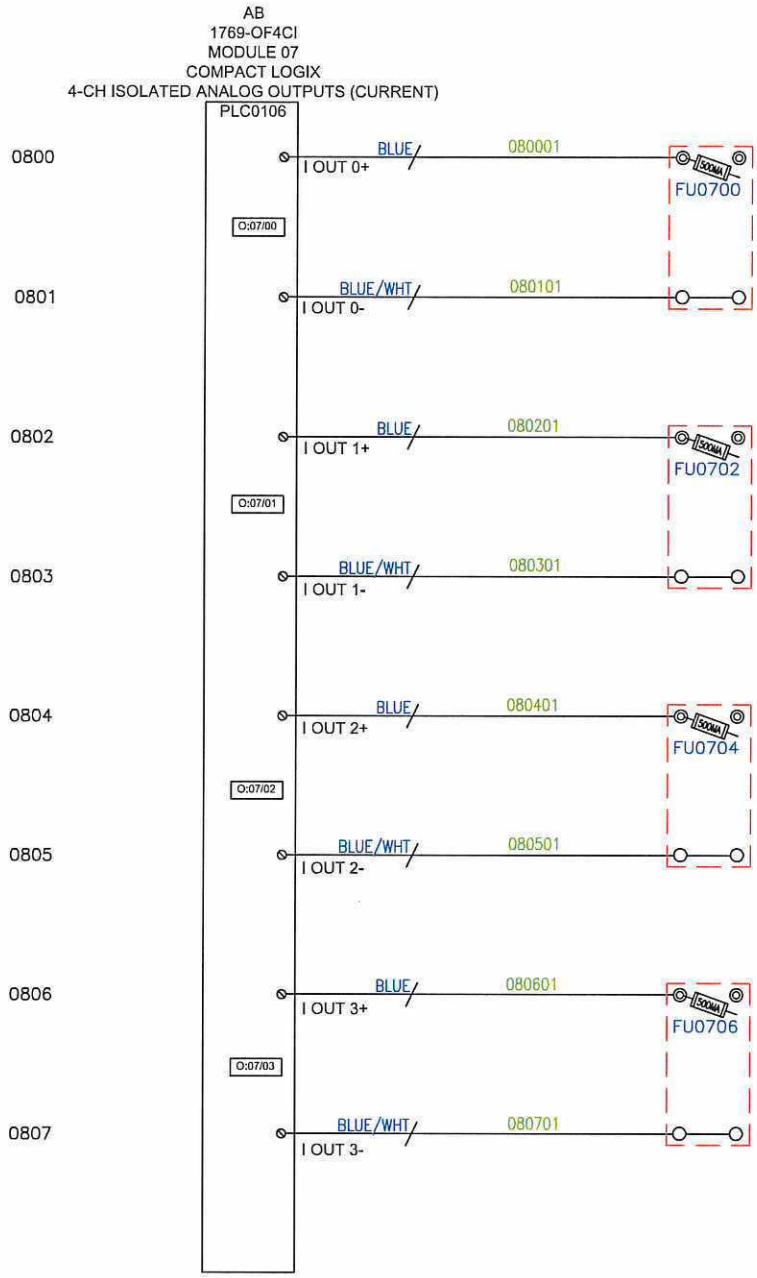
MASTER PANEL
WALL MOUNT
60 I/O



MASTER PANEL
WALL MOUNT
60 I/O

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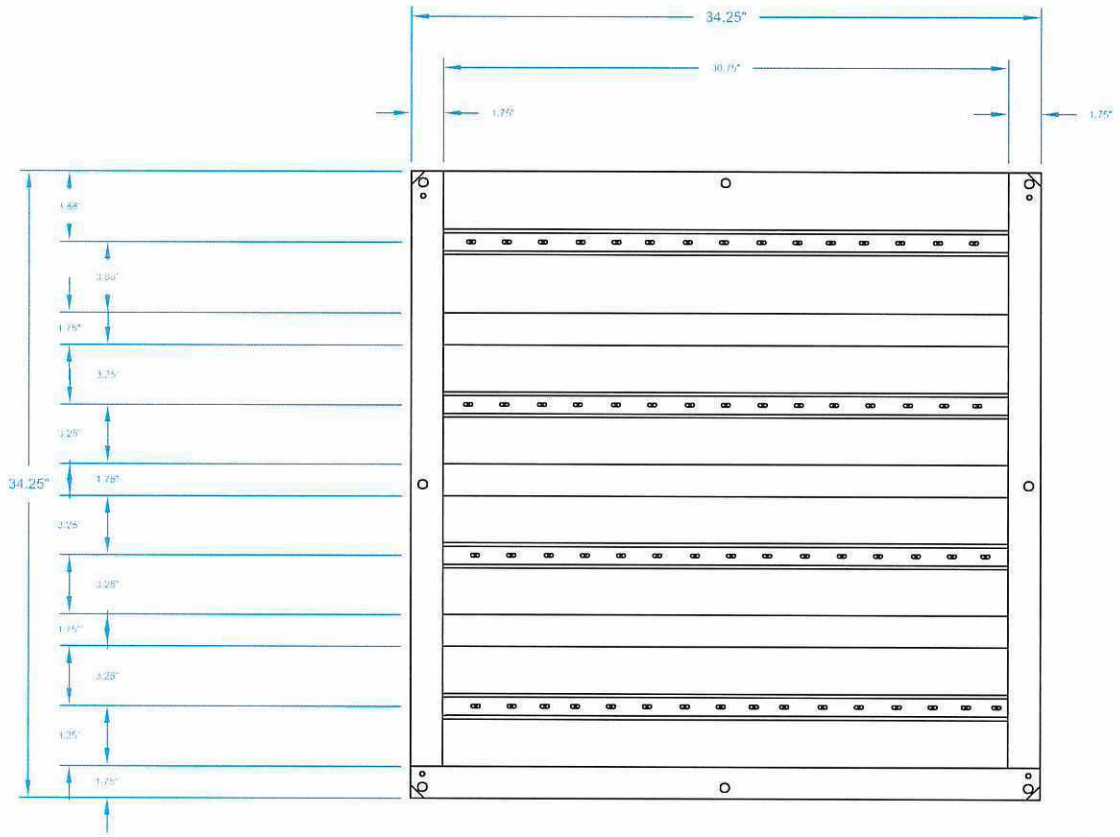
NO.	DATE	REVISION
1	2018-07-23	1

DRAWING TITLE
MASTER PANEL
ANALOG OUTPUT
MODULE 07

JOB NUMBER: MASTER PANEL
DRAWN BY: LSB II
DATE: 2018-07-23
CHECKED BY: HMM
SHEET NUMBER: 08 OF 11



MASTER PANEL
WALL MOUNT
60 I/O

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NO.	DATE	REVISION

DRAWING TITLE

MASTER PANEL
PANEL
LAYOUT

JOB NUMBER	DRAWN BY
XXX-XXXXXX	LSB2
DATE	CHECKED BY
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09 OF 11

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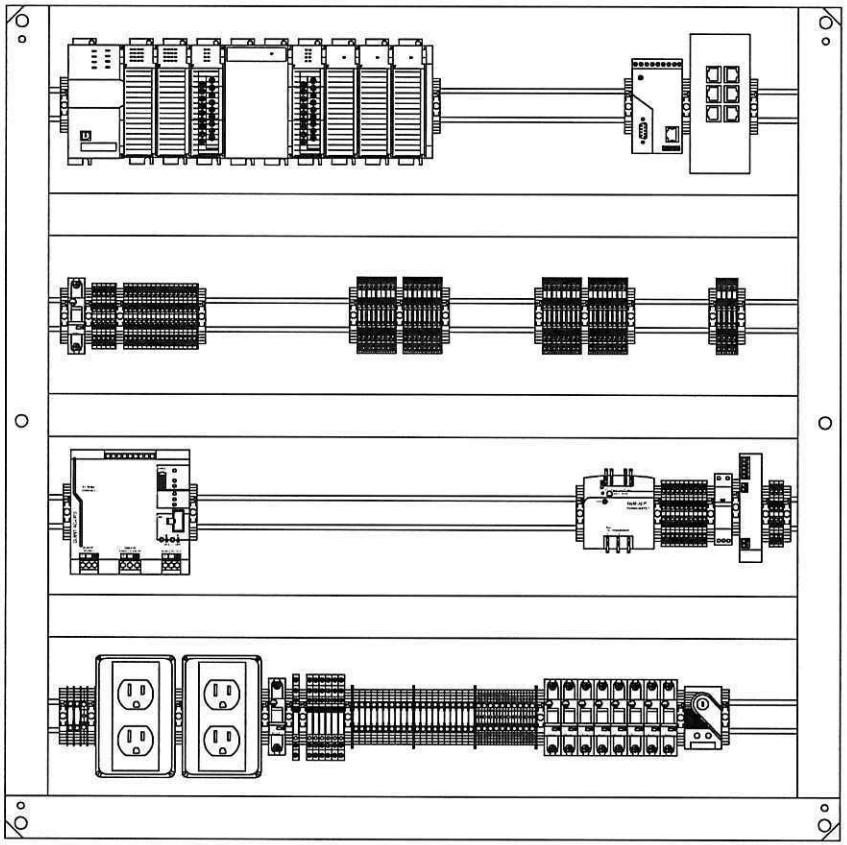

MASTER PANEL
WALL MOUNT
60 I/O

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QTY.	MANUFACTURER	PART#	DESCRIPTION
1	ALLEN-BRADLEY	1769-L30ER	COMPACTLOGIX 1 MB MEMORY CONTROLLER
1	ALLEN-BRADLEY	1769-PA4	POWER SUPPLY 120-240VAC INPUT
2	ALLEN-BRADLEY	1769-IA16	16PT. 120VAC INPUT
2	ALLEN-BRADLEY	1769-OW8I	8 PT. ISOLATED VAC-VDC RELAY OUTPUT
2	ALLEN-BRADLEY	1769-IF4I	4 CH. ISOLATED CURRENT-VOLTAGE INPUT
1	ALLEN-BRADLEY	1769-OF4CI	4 CH. ISOLATED CURRENT OUTPUT
1	ALLEN-BRADLEY	1769-ECR	RIGHT SIDE END CAP-TERMINATOR
1	PHOENIX CONTACT	RAD-ISM-900-EN-BD	RADIO - TRIO 900MHZ
1	PHOENIX CONTACT	RS2005	ROUTER - FL MGUARD RS2005 TX VPN - 2701875
1	PHOENIX CONTACT	TRIO-PS-2G/1AC/24DC/5	AC POWER SUPPLY VPN-2903148
1	PHOENIX CONTACT	PLUGTRAB PLT-SEC T3-120-P	SURGE PROTECTION VPN-2905234
1	PHOENIX CONTACT	PLUGTRAB PLT-SEC-T3-BE	SURGE PROTECTION MOUNT VPN-2905557
2	ALLEN-BRADLEY	1492-SP1C020	2A SINGLE POLE CIRCUIT BREAKER
7	ALLEN-BRADLEY	1492-SP1C050	5A SINGLE POLE CIRCUIT BREAKER
1	ALLEN-BRADLEY	1492-SP1C100	10A SINGLE POLE CIRCUIT BREAKER
1	ALLEN-BRADLEY	700-HLT1L1	120VAC SINGLE POLE RELAY
6	ALLEN-BRADLEY	700-HLT1Z24	24VDC SINGLE POLE RELAY
1	ALLEN-BRADLEY	1606-XLP100E	24VDC POWER SUPPLY
38	ALLEN-BRADLEY	1492-EAJ35	END ANCHOR GRAY
11	ALLEN-BRADLEY	1492-J4	1 CIRCUIT TERMINAL BLOCK GRAY
11	ALLEN-BRADLEY	1492-J4 W	1 CIRCUIT TERMINAL BLOCK WHITE
11	ALLEN-BRADLEY	1492-JG4	1 CIRCUIT GROUNDING TERMINAL BLOCK YELLOW-GREEN
36	ALLEN-BRADLEY	1492-JD3	2 CIRCUIT TERMINAL BLOCK GRAY
36	ALLEN-BRADLEY	1492-JDG3P	2 CIRCUIT GROUNDING TERMINAL BLOCK GRAY
20	ALLEN-BRADLEY	1492-FPK224	FUSE PLUG W/ BLOWN FUSE INDICATOR BLACK
16	ALLAN-BRADLEY	1492-FPK250	FUSE PLUG W/ BLOWN FUSE INDICATOR BLACK
20	COOPER BUSSMAN	GMA - 500MA	FUSE - 500MA
16	COOPER BUSSMAN	GMA - 2.5A	FUSE - 2.5A
4	ALLEN-BRADLEY	1492-CJJ5-10	JUMPER - SCREW CENTER 10 POLE YELLOW
2	ALLEN-BRADLEY	1492-CJLJ6-10	JUMPER - PUSH-IN 10 POLE
8	ALLEN-BRADLEY	1492-EBJ16	END BARRIER - 1 CIRCUIT - GRAY
4	ALLEN-BRADLEY	1492-EBJD3	END BARRIER- 2 CIRCUIT - GRAY
14	ALLEN-BRADLEY	1492-EBJD3P	END BARRIER - 2 CIRCUIT W/ GND - GRAY
2	ALLEN-BRADLEY	1492-REC15	15A DUPLEX DIN MOUNT RECEPTACLE
1	WIEGMAN	ETR201F	120-250VAC THERMOSTAT
20FT	THOMAS&BETTS	TY15X3NPG6	1.5"X3" WIRE DUCT
20FT	THOMAS&BETTS	TY15CPG6	1.5" WIRE DUCT COVER
2	AMERICAN INSULATED WIRE CORP.	C-1316-006-BL	6FT 16AWG 13A GROUNDED PLUG
1 BOX	PHOENIX CONTACT	08 28 79 8	LABEL US-EMLP 27X12.5
1 BOX	PHOENIX CONTACT	08 29 48 3	LABEL UCT1-TM 6
1 BOX	PHOENIX CONTACT	08 29 48 2	LABEL UCT1-TM 5
1 ROLL EA	SOUTH WIRE	MISC (16 GAUGE)	WIRE - RED, WHITE, GREEN
1 ROLL EA	SOUTH WIRE	MISC (16 GAUGE)	WIRE - YELLOW
1 ROLL EA	SOUTH WIRE	MISC (16 GAUGE)	WIRE - BLUE, BLUE/WHITE
1	WEIGMANN	N412363612C	36 X 36 X 12 CABINATE
1	WEIGMANN	NP3636C	34.2 X 34.2 BACK PANEL
50	DOTTIE	TEKHW1034	#10X3/4" TEK SCREW
2	BRADY	110925	0.250"X7' PERMASLEEVE MARKERS
1	PHOENIX CONTACT	QUINT AC-UPS 500VA	UPS
1	PHOENIX CONTACT	2320416	UPS-BAT/VRLA-WTR/24VDC/13AH

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MASTER PANEL
WALL MOUNT
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MASTER PANEL
INVENTORY
LIST

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FINAL COMMENTS

- Provide and install PLC, HMI displays, cabinet, power supply, UPS, wiring, signals, controls and alarms at each well, tank, booster pump, pressure reducing station and inter-tie metering site.
- Provide and install PLC, radio, antenna, HMI displays, cabinet, power supply, UPS, wiring, signals, controls and alarms at each sewer lift station.
- Minimum wire size is 16-gauge TTHN.
- Provide wiring and conduits as needed to interface the existing controls to each new PLC by a licensed electrical contractor.
- Provide Control Panel drawings/schematics, equipment data, and bill of materials for all new panels. Drawings are to be provide in PDF and DWG format. Electronic copies of all drawing files are to be provided to the City.
- Provide testing, certification, warranties, O&M, training and migration upgrades of the City's existing SCADA software both the Water and Wastewater systems.
- Provide factory and field operational and performance testing, calibration, startup.
- Provide all recommended spare parts, special tools and maintenance products.
- Provide 1 year of SCADA system warranty and support, from date of final acceptance.
- Contractor must be able to respond to emergencies in person within 12-hours. If faster response times can be guaranteed, state so in proposal.
- Contractor must have an office within 100 miles of the City of Banning.

EXHIBIT C

Sample Agreement

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EXHIBIT D

Sample DIR Checklist and Forms – Not Required with Proposal

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SYSTEMS INTEGRATED

2200 North Glassell Street
Orange, CA 92865
Tel: 714/998-0900

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

Request for Proposals for Professional Services

Design/Build Services for Supervisory Control and Data Acquisition (SCADA) System

RFP No. 19-026

Revision 1, Public Request Act Compliant

August 28, 2019

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This document is compliant with Public Request Act requirement, proprietary information has been deleted

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A. Cover Letter

Systems Integrated (SI) is pleased to present to the City of Banning a SCADA solution that will insure full supportability for the next 10 years. We understand the City's infrastructure must be capable to handle the future growth in your community and provide dependable, safe services to your residents.

SI's solution provides a state of the art control system that will meet Banning's requirements. With any SCADA system, there is the requirement to insure that the proposed solution can achieve the requirements of supportability as well as reflecting the latest state of the art solution.

Systems Integrated did a thorough investigation of the City's requirements and determined that our control system solution using the Programmable Automation Controller (PAC) solution with a completely licensed wireless communication network will support:

- 500 millisecond response times for field requests
- Ability to be expanded without impacting any existing infrastructure
- Designed using published standards
- Scalable graphics
- Unlimited historian
- Low yearly maintenance fees (less than 8%)
- Maintenance can include hardware and software
- 5 year warranty on all hardware
- Ability to provide 7X24 local support
- All of the hardware and software is off the shelf, provided to some the largest water districts in the United States and has a complete network of integrators to support the installation, expansion and maintenance of the system.

Systems Integrated's corporate headquarters are in Orange, CA and its engineering offices in San Diego, CA - both within the 100 mile service requirement. In addition, the PAC hardware is manufactured in Temecula, CA with a worldwide distribution network. All of the IEC 61131-3 control programming languages are supported with this solution, and there is no extras license required to be have the capability to perform either control programming or graphics screen building.

SI has presented a fully compliant proposal including a fixed cost for a fixed amount of underground work for each site. And SI has addressed the requirement to install a ultrasonic level sensor in the wet wells of the lift stations.

SI believes that we provide the City with an innovative solution that is will be supportable for many years and provides the ability to expand the system at little or no additional cost.

SI's references are strong and encourage the City of Banning to contact our references. The references provided are some of the largest water districts in the United States including, LADWP and Suffolk County.

We look forward to the opportunity of working with the City of Banning on this important project.

Susan Corrales-Diaz
SYSTEMS INTEGRATED
President

B. STATEMENT OF UNDERSTANDING AND APPROACH

Systems Integrated (SI) has been providing SCADA systems for water/waste water industrial applications for more than 30 years using leading edge technology. Systems Integrated has performed a number of successful Design/Build projects, with Elsinore Valley Municipal Water District (EVMWD) being closest to the City Banning. We encourage the Banning review team to discuss with EVMWD about their decision process from their original SCADA system plan, to the control system that SI provided in their Design/Build SCADA project, and SI's ability to continually support them.

For the Banning project, Systems Integrated relied on the specification that was provided: in particular, the scope of services; associated addendums, and the job walk. To insure that the scope is correct, the following is SI's understanding of the scope for this project.

The goal of this contract is to upgrade a total 33 sites as follows:

1. **Kingfisher replacement sites (13):**
    a. Upgrade wells 5,7 & 8
    b. Upgrade wells C-2 through C-6 associated boosters and tanks
    c. Upgrade wells M3, M10, M11
    d. Upgrade Southwest Reservoir
    e. BCVWD Intertie

2. **Micrologix replacement sites (3):**
    a. Upgrade Sunset Reservoir, Mountain Reservoir, Briton Reservoir

3. **New sites (11):**
    a. Install new controls at wells 9 through 12 and repeater at SCE forebay (5)
    b. Install new controls at High Valley reservoir (1)
    c. Install new controls at 4 lift stations (4)
    d. Install new monitoring PLC at San Goronio Reservoir (1)

4. **Replacement CompactLogix (if solution is to use another PLC) (6):**
    a. Replace existing PLCs and remote I/O on wells 1- 4 (4 sites)
    b. Replace existing PLCs at M7 and M12 PLC (2 sites)

5. **PRV sites.** The PRV sites were not include in this proposal because of the power requirements. Please see the analysis done regarding the PRV sites in the body of this proposal.

The work can further be broken down as follows:

1. **Kingfisher Replacement sites (13):**
    a. There are four types of sites:
        i. Wells 5, 7, & 8, and BCVWD Intertie (4)
        ii. Wells C2 – C6 (5)
        iii. Wells M3, M10, M11 (3)
        iv. Southwest Reservoir (1)

v. Sunset Reservoir (this is not included as it is included in the Micrologix replacement)

b. The equipment that would be installed at each of these sites is listed below:

i. **Antenna Masts.** Based upon the fact that these sites are currently operational, the current design does not envision any new antenna masts being required. However, it should be noted that it appears that from Wells 7 and 8, a connection can be made to Sunset reservoir. If this is the case, SI should be able to eliminate the repeater site in the canyon.

ii. **New controls.** For all of the sites, new controller enclosures will be installed and the existing Kingfisher enclosure will be used as a field wire termination enclosures except for Southwest Reservoir, the new control equipment will be installed in the existing enclosures.

1. For all of the well sites except C-2, Southwest Reservoir and the BCVWD Intertie, the standard control unit will be provided with 24 analog inputs, 24 digital inputs and 12 digital outputs.
2. For Well C-2 an additional 24 channel digital input card is included.

iii. **Conduit**.

1. For Wells 5, 7 & 8 and BCVWD Intertie conduits will be installed between the new enclosure and the existing Kingfisher enclosure. These conduits will be used to connect the existing controls to the new controller and to obtain power. In addition, conduits will be installed to monitor / control the chlorine injection and detect a door intrusion (for the well sites). For the well sites that have portable generators, SI is proposing to mount a connector on the outside of the well house for connection to the generator and an SO cord will be installed from inside the generator to get the various status points. SI does not envision any underground conduit required.
2. For wells C-2 through C-6 conduits will be installed between the existing Kingfisher enclosure and the new enclosure and wiring to the generator or transfer switch will be included. In addition, intrusion switches will be installed on the doors for enclosures and the tank hatch. For those sites with a generator, a conduit will be installed underground from the generator to the control enclosure. To support the tank and generator conduit requirements, SI has allocated 50 feet of underground conduit to be installed to support the generator and tank intrusion. If there is asphalt it will be patched.
3. For Southwest Reservoir, SI will install the new control equipment in a new enclosure in close proximity to the existing enclosure. The existing enclosure will be used for interconnecting the existing equipment to the new controller. SI does not foresee any underground conduit to be required. Tank hatch intrusion will be installed.
4. For wells M3, M10, and M11 conduits will be installed between the existing Kingfisher enclosure and the new enclosure and wiring to the generator or transfer switch will be included. In addition, intrusion switches will be installed on the doors of building and on the enclosures. SI has allocated 50 feet of underground conduit to be installed. Based upon the site, SI has not included asphalt patching.

2. **Micrologix Replacement sites:** There is only one type of Micrologix replacement sites consisting of three reservoirs: Sunset Reservoir; Mountain Reservoir; and Briton Reservoir (3).
    a. The equipment that would be installed at each of these sites is listed below
        i. **Antenna Mast.** No antenna masts are required as they are currently communicating.
        ii. **New Controls**. SI will install the new control equipment in the existing enclosure, therefore no new enclosures will be provided.
        iii. **Conduit**. Conduit is included to access the hatches on the tanks and Reservoir. SI has allocated 50 feet of underground conduit to be installed per site.
3. **New sites (11):**
    a. There are four types of sites:
        i. Wells (4)
        ii. Reservoirs (2)
        iii. Lift stations (4)
        iv. Repeater (1)
    b. The equipment that would be installed at each of these sites is listed below:
        i. Antenna Mast:
            1. For all sites, except the Reservoirs, SI will be installing crank up antenna mast.
            2. For the two Reservoir sites, the antennas will be mounted on the top of the tank using the ladder and conduit used for hatch intrusion for the cable and a pole mounted on the tank using the ladder for support as the antenna mast.
            3. For the repeater site, it is unclear from the data whether a tank is available so the assumption is that a crank up antenna would be installed. The solar panel will be placed approximately 12 feet in the air on the side of the antenna mast (this is being done to mitigate vandalism).
        ii. New Controls:
            1. For all sites, except the repeater, the controls will be provided with one 24 channel analog input; one 24 channel digital input, and one 12 channel digital output.
            2. For well sites 9 – 12, the controls will be mounted on the wall inside the well housing. For the Reservoir sites the enclosure will be mounted on unistrut next to the ladder.
            3. For the repeater sites, an enclosure to house the batteries and a frame to mount the solar panels will be provided.
        iii. Conduit:
            1. For the new wells, conduit will be installed inside the building to connect the various devices in the building as well as an intrusion switch on the door.
            2. For the San Gorgonio Reservoir, SI has included the cost for 300 feet of 1 inch underground conduit for power.
            3. For the new lift stations, there were no drawings provided for the installation of the ultrasonic sensor inside the wet well. Based upon this lack of information SI is proposing a cost estimate that reflects the design approach of cutting a 3 inch wide 8 inch deep trench that is 3 feet long to

allow conduit to be installed in the trench and patched with concrete. The conduit will provide an entrance into the wet well where the mounting bracket for the ultrasonic sensor will be mounted on the inside wall of the wet well. There will be a gas tight connection at the point the conduit meets the asphalt. Underground routing of the ultrasonic sensor will then terminate in the new control enclosure.

4. For the repeater site, there is no conduit required as the battery box will be co-located with the radio.

4. **Replacement CompactLogix and Upgrades:**
   a. There are a total of 4 CompactLogix PLCs that will be removed and SI will provide a total of 6 new controllers (one for each well and 2 to replace M7 and M8).
   b. The equipment that would be installed at each of these sites is listed below:
      i. **Antenna Mast.** No antenna masts are required.
      ii. **New Controls.** For all 6 sites the new controls will be installed into the existing enclosures.
      iii. **Conduit.**
         1. For all of the sites, except well 1, there is no conduit required.
         2. For well 1, new cables will be pulled into existing conduit to read the chlorine sensor.

B.1 TYPE OF EQUIPMENT BEING PROPOSED

It is SI's understanding that Banning is looking for a cost effective, state of the art, supportable solution; and the requirements for the Rockwell Automation PLCs and HMI, and the Phoenix radios was a recommendation. Further, Banning stated that it would be open to other options, provided that the solution presented is supportable within 100 miles of Banning; that there are multiple integrators available to support the solution, and spares are available within 100 miles of Banning. Meeting these criteria, the Design / Build Contractor has the option to propose to the City a set of recommendations for the design of the SCADA system with the proposed hardware and software to be used and the reasons why this is beneficial to the City.

Changing Technology
In reviewing the RFP documents and the consultant's recommendations (based upon the pre-bid meeting the report was generated in 2007), there have been a number of technology upgrades in how SCADA is deployed that SI would like to address.

As the City is undoubtedly aware, Cyber Security has come to the forefront over the recent years. Today there are Cyber Security standards that have been identified by the US Government in NIST 800-82 R2 which addresses, in particular Cyber Security associated with communications. The NIST recommends that communications be protected (by encryption) and that the agencies mitigate their exposure to cyber-attacks by insuring that their wireless communications are secure and reliable.

Radio Recommendation

The City indicated that it would accept the Phoenix RAD-ISM-900-EN-BD as an acceptable radio. This radio was introduced in November 2008 and at the time, it was considered state of the art. However, over the last 12 years there have been a number of new capabilities added to radios to provide higher throughput; network monitoring, and higher levels of security.

Phoenix radios support up to 500Kbps over the air transmission speed, while the current state of the art radios support speeds from 20 Mbps to 800Mbps (1000 times faster). In addition, NIST also recommends that public safety (water distribution is considered public safety) use licensed frequencies if possible. To support this, the FCC opened a special licensed public safety 4.9 GHz frequency band. The exiting 900 MHz frequency band that the City of Banning is using is not a licensed frequency band nor is there any protection from interference on that band. The interference in the 900 MHz band continues to increase as it is now being used for everything from drone operation, to wireless telephones, Internet of Things and traffic light video surveillance.

Of equal importance is the cost. **The cost of the Phoenix radio, using older technology is about the same price range as the newer radios.** This is not surprising – as technology continues to improve, the price remains the same or goes down.

For this project, SI will be recommending a radio that operates in the 4.9 GHz frequency band; has the ability to transmit data over the air at rates in excess of 300 Mbps; provides full encryption; authentication, and has a cost point equal to the Phoenix radio. Using today's technology, all of the radios in the entire system can be replaced for less than what it will cost to add the additional radios required by the RFP (this is based upon the SCADA system bill of material provided at the end of addendum 4).

Recommendation on the PLC

The next area that SI would like to address is the use of the Rockwell Automation PLCs and HMI. The Rockwell Automation CompactLogix was first introduced in 2001. (For comparison, Rockwell introduced its SLC500 series in 1989 and have now obsoleted it). If we look at this same comparison for the CompactLogix it will most likely also be replaced by 2025 (or about 5 years from now).

The new technology in the area of automated control is the Programmable Automation Controllers (PACs). A PAC makes it possible to provide more complex instructions to automated equipment. What this means to Banning is that a PAC provides the ability to perform all of the functions of a PLC as well as providing a number of additional functions (all built in). A PAC is designed to interface to new instrumentation and smart devices. For example, today, if the City were to contact Caterpillar and order an emergency generator, it comes standard with a communications interface like Modbus. With a PAC there is the ability to directly interface to that generator and gather all of the data. This is also true for smart MCC's and VFD's. An additional feature provided with PACs is the ability to connect a monitor, touch screen or a mouse directly to the PAC (as compared to installing something like a Panel View). This provides the ability of a local display at a significantly lower cost.

As with the advancement of radios, the cost using the older technology is more expensive than using state of the art technology. **For the cost of the additional Rockwell PLCs for the project, all of the PLCs can be replaced with PACs for the same cost.**

For this project, Systems Integrated is proposing to replace all of the Rockwell and Kingfisher PLCs with Opto22 Epic PACs. Opto22 is a manufacture of PLCs with their headquarters located in Temecula, CA. Opto22 was established in 1974 and has been providing and supporting their products continuously. Opto22 has a number of system integrators that are available to develop, maintain, and expand PAC based systems. Opto22's Epic product was designed based on published standards, and this PAC has the ability to support all of the IEC 61131-3 programming languages including Ladder Logic (LD), Structured Text (ST), and Function Block Diagram (FBD). Banning expressed a concern that it wanted a solution that is widely used, supportable and support within 100 miles. Opto22 is the manufacture in Temecula, CA which is within 100 miles of the City. There are other reasons that SI is proposing Opto22. They don't charge for their development software (this is a significant expense as Rockwell charges both an initial licensing cost for each copy of their software and charges for yearly maintenance of the development software) Opto22 provides this as part of its ongoing support. The Epic has a built in HMI monitor interface and USB port to allow connection to a touch screen (thus providing the City the ability to add HMI's anywhere in the field for the cost of a single Rockwell LCD monitor). Finally, Systems Integrated is an OEM of the Opto22 PAC and provides it with a 5-year unconditional warranty (Rockwell only provides a 1-year warranty).

In order to insure that Banning is provided with long term support from multiple integrators, SI has included a list of integrators that are certified by Opto22 to support their product. The listing provided has been limited to only those integrators within a 100 mile radius of Banning.

Recommendation on the HMI

Systems Integrated wants to insure that Banning is provided with a system that is not licensed limited. The Rockwell Factory Talk has a number of licensing options based upon the size (number of points) in the system and the number of points to be collected into the history database. Additionally, the yearly maintenance cost for the Rockwell software is also based upon the point size of the system.

In reviewing the SCADA HMIs currently available, just like the hardware, new software comes with a different model for licensing software as well as supporting software. The license model that SI supports is an unlimited point, unlimited historian model that allows the end users the ability to obtain support whether or not all of the latest updates have been installed.

Systems Integrated believes that the functionality of the HMI must be state of the art. Our evaluation of the Rockwell Factory Talk found a number of limitations that SI feels are significant. First, the HMI is a not vector based therefore not scalable. This means when a screen is created the aspect ratio of the monitor must be specified and once the screen is created, changing the aspect ratio of the monitor will require a screen programmer to recreate the screen for the new aspect ratio. The technology of monitors continue to change, providing higher resolution. With Factory Talk, the SCADA screen is created for a specific aspect ratio monitor. If the monitor is changed, the associated aspect ratio of the Rockwell screens will need to be re-created as they will otherwise be distorted. While this may not seem like an issue, however, not long ago a 19 inch monitor was the state of the art, and now there are 34 inch wide monitors. In looking at the technology movement forward, in 2012 the 1920x1080 was the most popular. In 2014, the aspect ratio changed to support 2560x1080, 3440x1440, and 3840x1600. In 2017, Samsung introduced its curved display with an aspect ratio of 3840x1080. As you are aware the LCD screens generally have a 3 to 5 year life. This means that every time the City wants to replace an existing monitor, using Rockwell software, Banning would be required to redevelop its entire suite of screens. The state of the art today is vector graphic screens - all the GIS, Adobe and Windows products use vector graphics.

SI proposes that all the workstations and laptops should be able to not only view operational screens but also provide the ability to be used as an engineering workstation to create new screens or edit ladder logic associated with the system without having to purchase additional licenses. (This is unlike Rockwell that requires special licenses for every software functionality).

SI is recommending that *ONSITE*® be used for this application. *ONSITE* is a software product used by very large water districts and has local system integrators available to provide, install and maintain this product. *ONSITE* provides a solution whereby the licensing is provided for the server (based upon the capability of the server), is able to operate a VM environment, all of the screens that are created at designed using vector graphics so they are fully scalable, and the licensing is one license per server and one license per workstation. With that license all of the historical functionality, as well as the ability to program all of the PLCs is included. In addition, the license provides the ability to generate reports using an Excel add in. SI would like to demonstrate *ONSITE* and its features, or contact any of the references listed in the proposal. *ONSITE* is being used to control 1/3 of all the power for the City of Los Angeles; controls the potable water system for the City of Seattle; controls over 400 well sites for the Suffolk County Water Authority, and controls 6 well sites at Massapequa Water District. It is scalable, supportable, easy to install and expandable.

As with the PAC being proposed, a list of local integrators available to program *ONSITE* are provided in this proposal.

Antenna Masts

This may seem like an unusual item to identify, however SI has found that the types of antenna masts and the requirement to service the antennas has changed as OSHA changes work rules. The typical antenna mast is a piece of pipe that is mounted on the side of the enclosure or put into the concrete base as part of the installation of the RTU. While this has traditionally worked, because of interference (taller houses, etc.), there is a requirement for antenna mast to be taller. Typically an antenna mast that is more than 15 feet should have a way to be serviced and the antenna generally needs to get above the trees near the property. To support these requirements and provide a solution that can be maintained by one person, SI is proposing to use tilt down antenna masts that provide the ability to first collapse the antenna down and then rotate it so that it can be serviced from the ground. A cut sheet of the proposed antenna mast has been included in this response.

B.2 Description of Effort to Meet the Scope of Work

Systems Integrated has a fully licensed engineering group, project management group, an UL approved 508 panel shop, an IT group that is skilled in all elements of the configuration of the computer equipment, a SCADA graphics group, PAC programming group, a training and documentation group, an installation group consisting of journeyman electricians, as well as a licensed electrical contractor. This team provides a complete, one stop group that will support all of Banning's requirements.

All of the people being proposed to work on the project are located in either SI's San Diego or Orange office (both offices are less than 100 miles from Banning).

Systems Integrated envisions the project effort in four phases.

Phase I

The first phase will be an investigation to determine on a site by site basis what is required to be performed at the site. Using the documentation that is provided, SI will determine what type of drawings will be required for each site and perform an on-site analysis of each site to develop the scope of work (in particular

the underground conduit runs) required to support the scope requirements. In order to reduce the uniqueness of each site, SI is proposing to use a standard PAC configuration consisting of 1-24 channel digital input module, 1-12 channel digital output module and 1-24 channel analog input module at each site. The PAC will be configured to allow an additional 24 channel digital input module and an analog output module, if required. The design criteria is to insure at least 20% spares of all I/O after the project is completed.

Once the site survey is completed a total bill of material will be created as well as plan drawing showing the approximate location of the equipment and conduit to be installed. This will become the first submittal for the City to review.

Concurrent with the engineering effort, a radio survey will be performed. The purpose of the radio survey is to verify communications will operate from each site. This will include identifying the location of the antenna mast for each site (that requires a new mast) and a radio interference analysis. As part of the proposal generation, SI did a preliminary survey and determined that the server can be located at either the Banning City Hall, the wastewater treatment plant or the water yard. The high-speed communications infrastructure will be included as part of the wireless system to allow access of the server from any of the facilities mentioned. The proposed design will allow all communications (both workstation to server and server to PAC) to be done wirelessly. The overall latency from the time that a pump turns on, to its appearance on an operator screen should be under ½ second (SI would encourage Banning to visit EVMWD and see that this is a realistic expectation).

At the end of phase one, the following should be identified:

1. I/O count for each site.
2. Underground conduit runs (SI has provided in its fixed price cost, a specified amount of underground conduit to be installed at each site). This was done as Banning changed the requirement to include the cost of underground conduit and there were no drawings to determine the overall conduit requirements.
3. Estimated time to install the equipment.
4. Radio design.
5. Antenna heights and location of antennas.
6. Location of the solar panels (currently budgeted for two solar panel sites, SCE forebay and High Valley Reservoir).
7. Schedule for implementation.

Phase I is estimated to take between 3 and 5 months. Once there is an approval of the engineering, Phase II of the project will begin.

Phase II

During phase II of the project the following will be accomplished:

- **The IP scheme**. The IP scheme identifies how all of the equipment will be interconnected. For this project it is proposed that a Layer 2 network be installed. Given the size of the project, the proposed IP scheme would assign a unique number from the 3rd octet of the IP address for each site, with each site being allocated 254 IP addresses for use at the site. This method allows all of the equipment at each site to be assigned consistently, and with the knowledge of the site number the entire system can have a uniform IP assignment process.
- **Backhaul Radio System**. SI performed a preliminary radio survey and determined that a point to point backhaul radio system would allow an overall throughput between the major repeater sites to have at least 40 Mbps of bandwidth (most likely 100 Mbps). SI's criteria was to provide redundancy in the design approach, that would allow the loss of any one radio to not impact more than 4 remote sites. This would be possible by providing two rings: one being City Yard (or Banning City Hall), to Wastewater Treatment, to Water yard, to City Yard (or Banning City Hall). And the second ring consisting of Wastewater Treatment, to Southwest Reservoir, to Sunset Reservoir, to Wastewater Treatment. The backhaul sites consists of the following point to point links:
    - SCE Forebay to either Sunset Reservoir or Water Yard (solar panel site)

- Water Yard to Wastewater Treatment Plant
- Wastewater Treatment Plant to Southwest Reservoir
- Wastewater Treatment Plant to Sunset Reservoir
- Wastewater Treatment Plant to High Valley Reservoir (This site is included because it is a solar panel site)
- City Yard (or Banning City Hall) to Water Yard (or Wastewater Treatment Plant)
- Optionally (to create a ring – not included in the cost proposal) additional links between:
  - Southwest Reservoir to Sunset Reservoir
  - City Yard (or Banning City hall) to Water Yard
  - City Yard (or Banning City hall) to Wastewater Treatment

- **Radio Installation Effort.** The installation of the radio system for the Pilot project will consist of either installing the new radios on the existing poles, or installing new masts and radios at the sites identified. In addition, for the two solar sites, solar panels will be installed. The design objective is to install a new radio system without impacting the operation of the existing radio system.
- **Work for Each Pilot Site.** For the Pilot project, except for the backhaul sites identified, all the installation work will be performed at sites that currently don't have SCADA, thus the estimates may be higher compared to sites that will just require the radio and PLC to be replaced. In order to efficiently use installation crews, SI plans on two crews: a trenching and concrete crew and an electrical crew. The trenching and concrete crew will be responsible for civil work including the trenching, backfilling, patching, concrete coring and concrete work; while the electrical crew will be responsible for installation of the conduits, pulling the wires, terminating the wires and startup / testing:
  - The trenching, antenna mast infrastructure and concrete work will be handled first and consist of:
    - Trenching for underground conduit for each of the Pilot sites.
    - Installation of new antenna masts at each site
    - Core drilling and concrete pad installation.
    - Framing / mounting the PLC enclosures
  - Electrical work would consist of:
    - Installing the conduit
    - Pulling and terminating the wires
    - Start up and testing
- **Time to Complete Each Site.** The following is the estimated amount of work required at each site (note that some of the work could be done in parallel so that the overall installation time would be reduced) on the average:
  - 2 days per site for the underground conduit work
  - 1 day for core drilling penetrations
  - 2 days per site for the concrete work and unistrut frame mounting and PLC enclosure mounting
  - 1 day for installation of new antenna mast and radio(s)
  - 3 days for above ground conduit work, pulling field wires
  - 2 days for termination of wires to the equipment end to end testing of the wiring
  - 2 days for startup and testing the site
- **Field Hardware.** Manufacturing of the field panels and enclosures for the PACs will performed in SI's San Diego facilities.
- **Demonstration Pilot FAT.** For the Pilot project, SI is proposing to stage all of the equipment at its San Diego facility. The Pilot would demonstrate all the functionality of the entire system including the radio equipment and simulation of the field hardware. For the Pilot project, SI is proposing that the sites be ones that currently do not have SCADA equipment.
- **Workshops.** SI is proposing a number of workshops to:
  - Develop screen standards for the project.
  - Develop alarm processing and dial out procedures.
  - Identify reports (SI has budgeted a total of 6 reports in our costs).

- **Submittals.** SI is proposing submittals for the following:
    - Radio network design.
    - Proposed operator screens. One screen for each of the following:
        - Pressure zone or regional overview
        - Individual well site with and without Pelton generators
        - Well booster and tank site (for example well C-2)
        - Reservoir site
        - Lift station site
    - Proposed PAC enclosure / configuration. SI is proposing a standard PAC to support all of the various sites, with the basic PAC consisting of one 24 channel digital input module, one 12 channel digital output module, one 24 channel analog input module, one 24 volt DC power supply with battery charger and batteries to keep the unit operational for 12 hours. (Design supports up to 48 hours on battery. Can be expanded with larger batteries.)
    - Location of each PAC enclosure for each site.
- **Acceptance of Submittals.** For each submittal, Banning will be provided with 30 days for review and comment. Work will proceed once the acceptance of the submittals is complete.
- **Factory Acceptance Test.** SI is proposing to perform one FAT for the Pilot project and then provide upgrades to the system as each new site is added to the system. The Factory Acceptance Test for this pilot implementation would include:
    - Validation that the facilities operate as expected. This will be done by demonstrating all of the functionality of the PAC program, verifying that it is operating as expected and the control functions operate in the expected time frame.
    - Validate that the screens are working as expected.
    - Validate that the failure conditions are accounted for, such as disconnecting the communications, turning off power, etc.

  Validate the quality control of the equipment being proposed. SI has an internal quality control program that insures all hardware, software and configurations work correctly and operate as a system. Quality control is done at multiple levels during the manufacturing process including incoming inspection, board level testing, PAC system level testing and complete SCADA system testing.
- **Systems Integrated to Banning Communications.** During any development project, throughout the implementation phase of the project, SI finds that we can provide enhanced support by allowing a point-to-point Virtual Private Connection (VPN) be established between the SCADA system and SI's facilities in San Diego. This point-to-point facility allows for real time testing of the various elements of the system and provides real time changes of the control strategies during the startup and testing process. SI's only requirement being that the City provide a public IP address at one of the City's facilities to be used to allow remote access to the SCADA system.

It is estimated that phase II of the project will take between 4 and 6 months.

Phase III

Phase III consists of performing the pilot installation, meaning that all of the SCADA equipment is installed, the field equipment is installed and the communications equipment is installed. Each site will be brought up on the new SCADA system to validate that the system preforms as expected. At the completion of phase III, the following will have been accomplished:

- Installation of the five pilot sites (estimate 2 weeks per site).
- Installation of server and workstations (one week).
- Install VPN connection to allow operators access to the system from a laptop.
- Validate that the VPN connection is cyber secure.
- Operator training for the operation of the 5 sites (one day).
- Validate that the operator laptops are operational and the operators are trained on SCADA usage.
- Development of the installation schedule for the remainder of the sites. SI is recommending that all of the sites that do not have an existing PLC be completed first.

- A 30 day operational test of the system (SI will provide 7x24 support during this period) and will insure that the portable laptops meet the operator requirements.
- Acceptance by Banning of:
    - The pilot system.
    - The schedule for implementation of the remainder of the sites.
    - Process for acceptance of each remaining site.

It is estimated that phase III of the project will take between 4 and 5 months.

Phase IV

Phase IV is the rollout of the system to the remaining sites. The order of rollout will be determined jointly between Banning and SI. Once the schedule is defined, panel / enclosure building will began based upon the installation schedule. From a scheduling prospective, the shop should be able to turn out two sites a week. From an installation standpoint, SI is estimating that it will take 1.5 weeks per site. This estimate will vary significantly based upon each site. For sites where the existing AB PLC is being replaced and no additional conduits or wiring are required, it should take one or two days. For sites which require underground conduit installation, it will take significantly longer.

At the end of phase IV a second training class will be conducted as well as provide an opportunity for Banning operators to identify changes to the system that may be required. While SI doesn't expect this to be significant, one week of support time is being included to cover changes.

It is estimated that phase IV of the project will take between 7 and 9 months.

B.3 SCADA Systems Design and Implementation

Systems Integrated's proposed project approach is based on a number of assumptions regarding the time a site is unavailable to be remotely monitored.

First SI has assumed that the existing system will remain operational until the site is upgraded and the unavailability of most any site will be limited to one day or less (time of any site to be switched from old to new).

SI has proposed the approach of implementing the SCADA system in phases, targeting the new sites first. This is to minimize the impact on Operations during the initial installation phase of the project. Our implementation objective is to have only one site out of service at a time, though there will be work performed at multiple sites (underground conduit installation, core drilling, antenna mast installation, etc.).

However for the lift stations Systems Integrated recognizes that these must remain fully operational all of the time. SI has much experience upgrading lift stations to be remotely operational. In particular at EVMWD, SI installed the SCADA system at all of their lift stations without ever having the site non-operational. In order to accomplish this there were a number of interim steps taken to insure that the site continued to operate. SI believes that Banning may want to consider all of the implications of automating a lift station and insuring that there is a clear understanding for what is being requested. The RFP specification clearly stated (page 64 of the specification) that the lift stations are not part of the project, however during the job walk it was stated that the lift stations were to be automated, with only a brief description of how the lift station should be automated. For the base bid, SI is quoting to perform the work identified in the RFP specifications, namely to accomplish monitoring functions. SI has included the cost of adding wet well level measurements As described in this proposal.

Systems Integrated has however included as optional part of this proposal, a proposed automated lift station control system. This lift station control system has three levels of redundancy, as follows:

Float Control. At the lowest level a high level float is used to cause the lift station to operate all of the pumps for a specific length of time. This control function would be active if the PAC and the level sensor were to both fail. This fail-safe operation would insure that the lift station continues to operate and would provide time for an operator to get to the site to assess the problem and develop a repair program. The high-level float would cause two actions: first, it would turn all of the pumps on for a specific amount of time. This would be accomplished using hardwired relays. Second, it would generate a dial out alarm. SI has found that when using a hardwired float control that only the high level float should be used with a timer, minimizes the problem associated with the low level switch getting stuck in the on (not low level position) and the wet well pumps operating with no liquid.

Sonic Level Sensing Control. Sonic level sensing control would be accomplished using a Siemens HydroRanger type sensor system that has the ability to be programmed to turn the pumps on and off based on level sensing. The sonic sensing unit would be used for two functions: first, it would be programmed to turn on the pumps on a high level and turn the pumps off on a low level, and second, its analog output would be fed into the PAC. The HydroRanger would normally only operate if the PAC were to fail. If the HyrdoRanger determined that the wet level was at a height where the pumps needed to turn on, the pumps would turn on and operate until the low level is detected at which time the HydroRanger would shut off.

PAC Control of the Site. To allow each backup system to operate correctly, the high level float is set to a position in the wet well such that it would only turn on only above the high level set point of the HydroRanger. The HyrdoRanger control of the pumps would only occur if the PAC failed to turn on the pumps at a lower high level set point than in the HydroRanger. In normal operation the PAC high level would be set lower than the HydroRanger and the PAC would control the lift station pump by staging the pumps on based upon wet well level. The PAC could be also interfaced with a VFD control solution to maintain a specific wet well level. This is typically done for wet wells that have a constant flow and is used to minimizing pump cycling.

In implementing a lift station control system a number of decisions should be evaluated. First in a normal lift station environment, for submersible pumps there is a seal fail sensor, which may or may not disable the operation of the pump. With the SCADA monitoring, the decision to disable the pump should be evaluated as this type of alarm usually means that the pump will require to be pulled and repaired but could remain operational for a short period until the maintenance crews can get on site to pull the pump. By feeding this signal into the PAC an operator alarm can be generated and the operator can chose to put the pump into an out of service, or to be last to run on a lead / lag operational environment. Second, there needs to be an evaluation as to what type of pumps that are installed. Pumps provide the ability to do automatic de-ragging built in. For these type of pumps, is there any special output from the PAC to force de-ragging. Also, what type of detection is used to determine if a pump is ragging. Lift stations typically don't have flow sensors on the discharge of the pump, so one of the only ways to detect ragging is by measuring the load on the motor or the amount of time it takes to pump down the wet well. Wet wells normally have at least two pumps and they are typically sized the same. This means that a benchmark can be established and updated each time there is lift station pump cycle (assuming pump rotation is turned on) which can establish a normal pump down cycle. As a pump begins to rag it will take longer to pump down the wet well, which triggers the PAC to alert the operator that there may be a requirement for pulling the pump. In regards to generator monitoring, SI typically would wire generators to collect data (as requested) but also permit remote starting. This allows operations to remotely test the generator under load, without dispatching to the site.

SI has included a sample set of drawings for a typical lift station control system using an SI PAC and providing the operator with a local control screen. While the scope of this proposal is to provide the PAC equipment as defined by the specification, SI believes that a discussion with Banning would result in a PAC controlled lift station which would minimize emergency callouts, and insure that there are no spills. The drawing provided represents the basic lift station control system implemented for EVMWD. If Banning is interested, SI can also provide to Banning the drawing package for the lift stations used by the city of Chula Vista.

B.4 PROJECT IMPLEMENTATION

Identified Assumptions

Pressure Reducing Station. Systems Integrated is presenting a solution that fully meets all of the hardware and software requirements specifically required in the specification with the exception of the Pressure Reducing Stations (PRV). SI has implemented a number of systems with alternate power sources and has found that solar based solutions tend to be exposed to a significant amount of vandalism which results in high cost of operation. In order to minimize vandalism, we prefer mounting solar panels on top of tanks as a deterrent, while providing a reliable source of power. For the SCE Forebay and the High Valley Reservoir solar is a good solution. However for the PRV sites, SI believes that solar is not a good solution, and instead evaluated using the Cla-Val generator to produce power by allowing water to bypass the PRV. While this is a good approach, unfortunately the output power of the generator is only 14 watts. Radios draw from 6 to 15 watts and with the PAC and sensors, this exceeds the capabilities of the generator. There is another possibility to use the remote I/O provided by Phoenix. This could be installed with it reporting back to one of the nearby pump stations. While this is an option, it is unclear that even this approach, after adding the flow and pressure sensors, could be supported with the Cla-Val generator. As such, per the responses to the questions, SI is advising Banning that the correct, long term solution would be to provide AC power to the site. SI is not quoting the control or monitoring of the PRV.

Champion & Executive Lake. Systems Integrated has included the cost of providing a PAC that will be installed into the existing remote I/O enclosure. Because of the size of the enclosure the battery backup will be limited, however the I/O will be transmitted to the various well sites. For these sites the PAC will be configured for one 24 channel analog input card to be used for analog measurements as well as digital measurements. It is planned that the existing antenna mast will be reused, however it should be noted that during the job walk, the antenna was completely blocked based upon trees. SI, after completing a field radio survey, may require that an antenna mast be extended to clear the trees. SI has provided a cost breakdown for replacement of antenna masts based upon a field radio survey.

Other Sites. In order to provide a base bid, the following assumptions were made:

1. **Tank Hatch Open Sensor.** It is assumed that the tank open sensor will be mounted inside the lid of the tank and that there is sufficient room between the bottom of the lid and the tank that a penetration could be made into the hatch cover frame and still allow the lid to close. The sensor would be waterproof.
2. **Tank Heights.** It was unclear from the screen shots as to the actual height of the tanks. For determining costing, the local tanks at well / booster sites are assumed to be 25 feet and the reservoir tanks heights are assumed to be 30 feet. During phase 1 of the project, adjustments in cost will be made based upon the actual tank heights.
3. **Solar Panels.** For the High Valley Reservoir and SCE Forebay the solar panels will be mounted on top of the tank (as shown in the picture). The solar panels are mounted using a total of six magnets and are designed to be removed when the tank is painted. For this project one solar panel will be required for each site. Each solar panel is designed for 200 watts of power and the batteries are sized to keep the site operational for a period 5 days with no sun. The solar charging equipment is included in the cost as are the batteries.



4. **Well 1 Chlorine Analyzer.** For preparing the cost, based upon the job walk we were advised that there was existing conduit to the chlorine analyzer from the well 1 PLC enclosure. As such, no underground conduit costs have been included.
5. **Engineering Drawings.** SI will update the existing AutoCAD drawings for the sites (where Banning provides the drawings) reflecting where the underground conduits are installed. If there are no drawings of the sites, SI will provide not to scale drawings reflecting the general routing of newly installed underground conduits.
6. **Digtial Input Voltage.** SI is proposing to change the operation of all of the digital inputs to 24 volts DC. This will allow the City to have a DC power UPS which will allow for extended operation of the site without power. An added benefit of using DC, is the batteries are Gel Cell that can be replaced at a much lower cost than the nickel cadmium batteries used in a typical AC UPS.
7. **Additional I/O Points.** SI has included the following additional I/O support within the PAC:
    - **Totalization:**
        - Flow
        - Pump run time
        - Well run time
        - Generator run time
    - Number of starts for generators, pumps & wells
    - Intrusion alarms for all tank hatches
    - Pressure sensor inputs as indicated in the RFP documents
    - Valve position for valves indicated in the RFP documents
8. **Optional Pressure Sensors.** SI will include the cost to install the pressure sensor, as an option. The cost assumes that the pressure sensor is within 20 feet of an existing conduit that can be used to install the analog cable.
9. **Down Hole Level Sensor.** Though we have many years of experience measuring well levels, we have not been successful with any solution other than a measurement using a pressure sensor inserted into a sounding tube. As such at this time, SI cannot propose a solution until further research is completed to determine if there is a newer solution available.

B.5 Quality Control and Acceptance Testing

Systems Integrated (SI) does not hold ISO 9001 certification; however we use ISO concepts as our guideline for developing software and staging hardware that make up the turn-key systems SI implements.

To oversee our various manufacturing/development processes, our Quality Assurance Manager has the following responsibilities:

- Customizing and applying SI's Quality Assurance Plan to an individual project requirements
- Performing hardware, software, documentation, and project quality audits
- Developing, applying, and reporting QA management methods to SI's projects office
- Providing our customer with solutions to any hardware, software, and system problems
- Auditing project configuration and control processes
- Interpreting and promulgating Standard QA practices applicable to the utility industry and standard engineering integration practices.
- Providing on-going training, regarding SI Quality Practices, to employees
- Facilitating the company's Continuous Improvement (CI) initiatives, as applicable to this particular project.

Software Quality

Systems Integrated conducts a full Quality Assurance Test (QAT) procedure for each system that is shipped. The test includes a full regression test procedure to determine what software elements are functioning and the interaction between the elements are working correctly. In order to better complete our regression testing, SI employs a simulator to allow full validation of the operation of the system with the simulator emulating the various field devices. This approach allows for multithread testing that will exercise all possible control scenarios that the software must faultlessly provide.

The Factory Test results are documented and changes or corrections are made. In order to minimize the errors in the control logic, SI employees a regressive testing procedure. Regressive testing is the concept of providing a testing environment that allows every combination of I/O to be tested. SI has automated processes to allow this type of regressive testing. The result is less time in the field for startup and testing.

SI tests during the course of development, Pre-FAT and FAT. Once the equipment is shipped, SI performs another test at the customer's site to ensure everything is still performing as in the FAT.

Hardware Quality

Systems Integrated maintains a UL 508A certification for both the USA and Canada for our Industrial Control Panels. The UL listed label is evidence that Systems Integrated has submitted complete product samples for testing, witnessed by UL representatives. These products were subject to testing and evaluation by UL and were found to meet nationally recognized safety standards.

The hardware utilized on a project is subject to the QAT to ensure that all the I/O points are functioning and operational with the software. The hardware is tested prior to the FAT and during the formal FAT in our engineering offices, which customers may witness. After the hardware arrives at the project site and is installed, site acceptance testing is performed to validate proper operation of hardware components using the same test steps performed during the FAT. Hardware is further tested during the Operational Readiness testing phase where a complete system is allowed to 'burn in' for a period of time, typically 30-60 days. Only after this test succeeds will the hardware components be formally accepted by our customer.

System Quality

As discussed above, Systems Integrated uses the simulator to fully test the complete system prior to release for shipment and installation. As each part of a system is installed on-site, it is tested.

Systems Integrated understands that training and documentation are critical to the overall success of a SCADA project. Following a QAT process, our customers are trained on all aspects of the system operation. Training is provided by SI's engineers either at the customer's site or in our engineering office. Documentation is subject to the same QAT evaluation, to ensure that the system has the ability to be supportable by the customer.

B.6 Proposed Work Items

Systems Integrated is proposing an implementation approach and hardware / software solution that should not impact Banning during the implementation of the project, and significantly reduce the overall maintenance costs of the system. The system would also provide the ability for Banning to consider allowing the operators, from the field, to operate the system. For example, EVMWD closed down their former SCADA control room and replaced it with truck mounted laptops for the operators. This resulted in higher productivity as well as allowing the operators to make decisions in real time about the control of the water system. *ONSITE*® supports this capability by providing a thin client secure access to the system which allows the laptops in the field the ability to securely access the SCADA system. The client allows the information presented on the laptop or cell phone to be correctly scaled to support this functionality.

There are a number of other features that will, over time, significantly reduce the cost of ownership. One of the needs of a SCADA system is the requirement of the operation staff to "pull data" for the engineers. Using the *ONSITE* system, the engineers can be given access to the historical data without allowing them access to the actual system control. *ONSITE* supports an Excel plug-in that allows a user to directly query the historical database to extract data for reports. In addition, the *ONSITE* trend tool allows a multi-variable trend to be created and then be transferred into an Excel spreadsheet. Other features include the ability to create notepads that operators can use to pass information between the operators, and the ability to implement a lock out / tag out status in the system explaining why the device cannot operate or if there are limitations on the operation of the piece of equipment.

In general, SI's customers are able to significantly reduce their overall maintenance cost and improve the reliability of the control system.

Regarding the implementation schedule, SI has proposed a conservative implementation schedule, however it should be significantly reduced once the engineering phase of the project is completed.

From a maintenance standpoint, *ONSITE* is provided with a one year warranty after which Systems Integrated provides a maintenance support program that can be customized to meet each customer's requirements. For our customers at both EVMWD and Bethpage, SI provided a customized support program. At EVMWD Systems Integrated provides on call support to augment its existing maintenance staff, and at Bethpage SI provides the first callout support for any issues associated with the SCADA system. This includes replacing field devices to make the system operational. This approach provides Banning the ability to significantly lower its overall cost of maintenance as it can outsource second level support, thereby reducing the amount of responsibility on the existing electricians and technicians.

When you investigate Systems Integrated's *ONSITE* references, there is some common factors that you will recognize – that **the *ONSITE* system is reliable, doesn't require rebooting and is fully cyber secure**.

One other element that Banning should address is the ability to centrally maintain the operational readiness of the system by remotely accessing the field devices. With the proposed communications network, the user can, from the Banning engineering office interrogate any point in the system to determine why a pump or function is not operational. The system allows for remote access to the level that before any maintenance personnel goes into the field they know exactly what is wrong and what is needed to fix it.

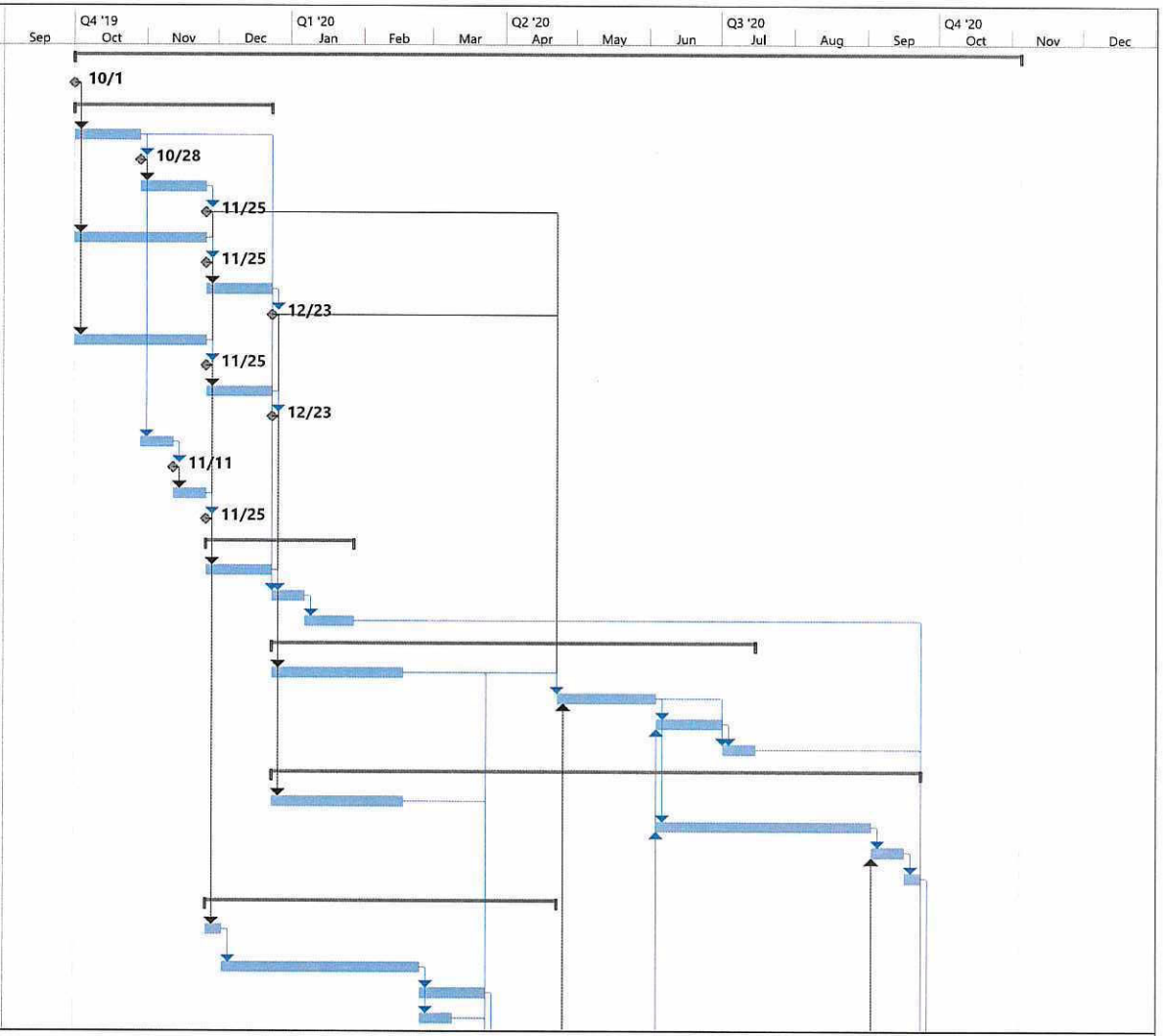
From a long term supportability prospective SI is proposing a VM based server environment that will allow the server hardware to be upgraded without impacting the operation of the system. This again reduces the overall cost of maintenance.

Systems Integrated is proposing that the system will consist of a rack mounted Dell or HP servers, two workstations, two laptops and a laser printer. The system will be configured and licenses provided to allow for up to 4 users to remotely access the system using a thin client.

B.7 PROJECT SCHEDULE

A project schedule is included as part of the proposal. The schedule has been exploded up through the completion of the pilot project with major milestones identified for the remainder of the project.

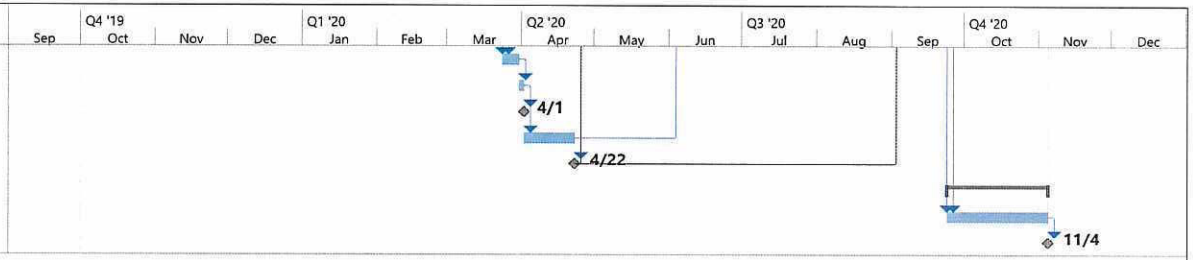
ID	Task Name	Duration	Start	Finish
1	**Project schedule**	**287 days**	**Tue 10/1/19**	**Wed 11/4/20**
2	Notice to Proceed	0 days	Tue 10/1/19	Tue 10/1/19
3	**Submittals**	**60 days**	**Tue 10/1/19**	**Mon 12/23/19**
4	radio survey	1 mon	Tue 10/1/19	Mon 10/28/19
5	Radio survey submittal	0 days	Mon 10/28/19	Mon 10/28/19
6	Radio submittal review	1 mon	Tue 10/29/19	Mon 11/25/19
7	radio submittal acceptance	0 days	Mon 11/25/19	Mon 11/25/19
8	development of waste water site submittal	2 mons	Tue 10/1/19	Mon 11/25/19
9	waste water site panel drawings submital	0 days	Mon 11/25/19	Mon 11/25/19
10	waste water site submittal review	1 mon	Tue 11/26/19	Mon 12/23/19
11	waste water submittal acceptance	0 days	Mon 12/23/19	Mon 12/23/19
12	development of water site submittals	2 mons	Tue 10/1/19	Mon 11/25/19
13	water site panel drawings submital	0 days	Mon 11/25/19	Mon 11/25/19
14	water site submittal review	1 mon	Tue 11/26/19	Mon 12/23/19
15	water site submittal acceptance	0 days	Mon 12/23/19	Mon 12/23/19
16	Develop IP addressing scheme	2 wks	Tue 10/29/19	Mon 11/11/19
17	Submit IP addressing scheme	0 days	Mon 11/11/19	Mon 11/11/19
18	review IP addressing scheme	2 wks	Tue 11/12/19	Mon 11/25/19
19	accept IP addressing scheme	0 days	Mon 11/25/19	Mon 11/25/19
20	**Radio Installation**	**45 days**	**Tue 11/26/19**	**Mon 1/27/20**
21	install back haul radio system	4 wks	Tue 11/26/19	Mon 12/23/19
22	Install radios for existing AB sites	2 wks	Tue 12/24/19	Mon 1/6/20
23	install radios for waste water sites	3 wks	Tue 1/7/20	Mon 1/27/20
24	**Waste Water Site installation**	**147 days**	**Tue 12/24/19**	**Wed 7/15/20**
25	build waste water panels	2 mons	Tue 12/24/19	Mon 2/17/20
26	install 6 waste water sites	6 wks	Thu 4/23/20	Wed 6/3/20
27	start up wastewater sites	1 mon	Thu 6/4/20	Wed 7/1/20
28	acceptance of waste water sites	2 wks	Thu 7/2/20	Wed 7/15/20
29	**Water Site installation**	**197 days**	**Tue 12/24/19**	**Wed 9/23/20**
30	build water panels	2 mons	Tue 12/24/19	Mon 2/17/20
31	install 13 water sites	13 wks	Thu 6/4/20	Wed 9/2/20
32	start up water sites	2 wks	Thu 9/3/20	Wed 9/16/20
33	accepance of water sites	1 wk	Thu 9/17/20	Wed 9/23/20
34	**Scada system development**	**107 days**	**Tue 11/26/19**	**Wed 4/22/20**
35	Workshop for development of operator screens and reports	1 wk	Tue 11/26/19	Mon 12/2/19
36	submittal for screens and control strategie:	3 mons	Tue 12/3/19	Mon 2/24/20
37	Report generation	1 mon	Tue 2/25/20	Mon 3/23/20
38	Approval of Screen and strategy	2 wks	Tue 2/25/20	Mon 3/9/20



Project: Banning Project Schedu
Date: Wed 8/28/19

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

ID	Task Name	Duration	Start	Finish
39	set up for factory acceptance test	1 wk	Tue 3/24/20	Mon 3/30/20
40	factory acceptance test	2 days	Tue 3/31/20	Wed 4/1/20
41	factory acceptance test complete	0 days	Wed 4/1/20	Wed 4/1/20
42	install SCADA system	3 wks	Thu 4/2/20	Wed 4/22/20
43	SCADA system operational	0 days	Wed 4/22/20	Wed 4/22/20
44	**Project Completion**	**30 days**	**Thu 9/24/20**	**Wed 11/4/20**
45	start of final acceptance	30 days	Thu 9/24/20	Wed 11/4/20
46	Final acceptance start of warranty	0 days	Wed 11/4/20	Wed 11/4/20



Project: Banning Project Schedu
Date: Wed 8/28/19

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

B.8 City Role in Project

SI will require support from Banning to ensure the project's success. While SI is fully prepared to accomplish the task presented, the areas that require Banning support are with the workshops to insure that the screen development and control strategies are implemented to meet Banning's requirements.

In addition to participating in the workshops, SI requests that the City read the submittals and confirm what SI is proposing is what is wanted. We are very flexible regarding changes to the system during the early stages which typically does not impact either cost or schedule. However, once the hardware is purchased and the software is written and tested, the cost for change goes up dramatically. While SI has a strong reputation of not requesting or requiring change orders, this is accomplish because our customers have taken the time to understand what Systems Integrated has proposed.

SI believes that it is important for our customers to clearly understand the final system that we are providing. The concept of the Pilot provides this platform. SI selected 5 sites, however Banning may want to do less. The Pilot is not as it implies that it may or may not work, rather it is an opportunity to allow Banning to see the operation of the system to determine if other elements of the system should be changed. For example, EVMWD had, before SI installed its system, a response time in minutes. While this was acceptable to EVMWD at the time, once they saw how current technology allowed a much faster response time they made a number of additional changes. First, they installed security cameras, then they had the system expanded to support IP phones (every remote site could have its own telephone all connected to the existing Banning City telephone system). Next, they implemented a physical security system to allow their security team the ability to respond to disturbances, and finally they implemented a system to control the lighting around the facility to allow the operator, while driving up to the site, to turn the lights on. This provided EVWMD employees additional safety assurances that they were not walking into a situation that was beyond their control.

B.9 Proposers Innovative Approaches

One area that Systems Integrated would like to propose an innovative approach is to create a redundant ring communications technology. The cost of communications equipment has come down significantly and the ability to provide a system that can meet the requirement of 'no single point of failure will shut the system down' is important. For example, as currently designed, if there is a power outage or a failure at any of the backbone sites (Water yard, Wastewater Treatment plant or the two Reservoirs), the existing system is significantly impacted. During the design phase of the project, SI would like to show how redundancy could be implemented that would allow an alternate communications path to be activated in under 50 milliseconds. This is possible today and it is not overly expensive.

Another area of innovation would be to address lowering the cost of pumping and well operation. By using the system that is being proposed, forecasting could be done to determine when the wells should turn on and if time of use could help reduce the cost of water production. While it is much more difficult to apply energy management to lift stations, there are a number of programs that can be implemented to reduce the overall cost of operation without impacting reliability of the system. One of these cost saving ideas was implemented at EVMWD. Prior to SI's SCADA system, whenever there was a power outage the local generator at the site would start and run. Even if there was no call for the well or booster to operate, the generator would run. After the implementation of the energy savings policies, afforded by SI's SCADA system, EVMWD was able to curtail the operation of the generator for hours or days and would only start if there was a call for water. This change allowed EVMWD to "ride out" the major power outage that occurred last year as a result of the Holy Fire at Elsinore. EVMWD's water system had only two sites fail to operate during the entire fire last year and this was because the equipment melted as a result of the fire. This level of reliability is a hallmark of Systems Integrated's SCADA systems. Banning should expect nothing less than 99.999% up time for the network and all of the equipment in the system.

SI has a number of innovating ideas to share with Banning that would allow for better operation of the facilities and lower the overall operating cost. Such an example was implemented by Suffolk County Water

Authority (SCWA). During the summer the water demands are high and they, like Banning, rely solely on their ability to pump water from the ground. While larger than Banning the same concepts apply, during high demand times there is a requirement to run all of the wells to meet the demand. Using the SCADA system provided by SI, SCWA was able to re-evaluate the operation schedules to "pre-start" wells at night so by the time there was the peak demand charges for energy, most of their wells were not running. This one change saved them almost $3 million dollars annually in demand charges and made the system much more reliable.

Other innovations includes providing Banning backup maintenance support. As staffing becomes more expensive, many organizations end up with "critical employees". The problem with critical employees is that they always seem to be needed when they are out sick or on vacation. SI offers a number of maintenance programs that include providing physical repair of the communications and control infrastructure. If Banning is interested in this, SI encourages calling Jim Ollerton at EVMWD - he can attest to the level of support and the ability to augment his workforce under difficult conditions that Systems Integrated provides with this back-up level of available support. SI offers support programs that provide SI to be first call out if there is a problem. If it is in the middle of the night and the maintenance staff is not available, and an operator has a problem, they can call SI's 800 number and support is provided, including sending someone to the site to fix the broken hardware.

B.10 Use of City Owned Facilities

Systems Integrated does not foresee the requirement for the use of any of Banning's facilities except providing a public IP address for SI's use. This IP address would be used for three functions: first to provide the ability for the SCADA system to send call out alarms to smart phones. Second, to provide the ability to allow the City operators to connect into the SCADA system using a secure link that allows them either 'View Only' access or the ability to control the system. And the public IP address would allow SI to install a point to point VPN connection to provide 7x24 hour support to Banning.

C. COMPANY INFORMATION

Company Information	
Company Name	Systems Analysis & Integration, Inc. dba Systems Integrated
Headquarter Address	2200 North Glassell Street Orange, CA 92865
Telephone	714/998-0900 x 4562
FAX	714/998-6059
Type of Organizational Entity	Corporation
Production Address	8080 Dagget Street San Diego, CA 92111
Telephone	858/277-0700
FAX	858/277-1490

Systems Analysis & Integration, Inc. dba Systems Integrated has **not** been involved in any litigation, mediation or arbitration regarding the performance of any similar services in the past five (5) years.

Systems Analysis & Integration, Inc. dba Systems Integrated holds the required Contractor's License C-10 No. 51933 (expires 10/31/2019) and is registered with the DIR - PWCR No. 1000019927 (expires 6/20/2019). Systems Integrated has had no claims or disciplinary action taken against the Company or any of the Company's key personnel within the past five years.

D. COMPANY PERSONNEL

Systems Integrated engineering and construction team is one of the most skilled in Southern California. For the team SI will be using the following people:

Arde Kirka	**John Holbrook**	**Kishore Gandham**
Larry Pomatto	**Maris Janson**	**Tom Waldowski**

All of the staff listed are senior engineers or managers in the company and have a full complement of staff to support the project objectives.

Arde Kirka
Mr. Kirka is an expert in number of areas to support the project. Mr. Kirka will be responsible for the detailed design implementation of the HMI and PLC software.

PLC / PAC: PLC and PAC programming and configuring. He will oversee all of the PAC development that requires ladder logic. Mr. Kirka has more than 13 years with Systems Integrated and has been developing PLC / PAC based systems for more than 25 years. He proficient in programming all of the IEC 61131-3 languages and is certified on Rockwell, GE, Modicon, Siemens, ABB PLCs and CODESYS.
SCADA HMI: In the area of SCADA systems, Mr. Kirka is *ONSITE*®, Plant PAX, iFIX, and Wonderware certified.
Network Equipment: Mr. Kirka is CCNP Cisco certified for Switches and Routers, Adtran certified for routes and switches and Sonicwall certified for firewall implementation

John Holbrook
Mr. Holbrook is a degreed, licensed professional Mechanical Engineer with over 30 years professional experience and 28 years at Systems Integrated. Mr. Holbrook will be responsible for the development of all of the installation drawings and will provide PE stamps as required for the project.

Kishore Gandham
Mr. Gandham has had more than 23 years professional experience designing and developing wireless communications systems working for a number of manufactures. Coming to Systems Integrated more than 6 years ago, Mr. Gandham is responsible for all RF networking design considerations and will be used in the project to evaluate the radio survey results to create the best possible wireless communications network.

Maris Janson
Mr. Janson is a licensed Process Professional Engineer with more than 40 years experience and more than 6 years with Systems Integrated. Mr. Janson brings a wealth of knowledge regarding the how to implement the process from simple systems such as well pumps with boosters, to complex control system used in treatment plants. Mr. Janson will be used during the development phase of the project to insure that the control system design meets all of the current standards.

Tom Waldowski
Mr. Waldowski has more than 25 years of experience, working at Systems Integrated for more than 23 years. Mr. Waldowski will be responsible to insure that all of the software implemented meets all of the Cyber Security requirements for network communications as well as overseeing all of the screen and control strategy development.

Larry Pomatto
Mr. Pomatto has more than 40 years developing and implementing SCADA system with a number of patents in the area. For this project, Mr. Pomatto will be the project manager and will be responsible with coordinating both the engineering efforts as well as the construction efforts. Mr. Pomatto was the project manager for all of the referenced projects included in this proposal.

E. EXPERIENCE AND REFERENCES

Systems Integrated has provided an experience record that focuses on our abilities using the hardware and software that is proposed.

SI has additional references integrating hardware and software manufactured by Rockwell, however as SI is proposing to use its *ONSITE*® control system, the references provided all use *ONSITE*®.

Project Reference 1

Project Name Design Build SCADA Upgrade System

Location (City, State, Country) Lake Elsinore, CA, USA

Project Description: Systems Integrated (SI) was awarded a Design / Build contract to replace the existing SCADA control system. The system monitors and controls the pumping stations, booster stations, water tanks associated with water production and distribution, reclaimed water, three water treatment plants (and associated dam site), and sewage lift station – over 200 sites in total are spread across 97 square miles of EVMWD's service area. EVMWD has over **47,000 points** in their water, wastewater and agriculture service connections. This replacement had to be performed while maintaining the operation of the existing system.

Systems Integrated was the manufacture of the *ONSITE*® control system that is used throughout EVMWD's water system and is based upon the design concepts of the SITEVIEW® PAC and *ONSITE*® system. In addition to manufacturing the *ONSITE*® server hardware, SI was responsible for providing a wireless communications infrastructure. The approach to support EVMWD used the SI-MARC-8008 Layer 3 switch, and the design consisted of point to point and point to multipoint radios that created the backbone. The result is a highly resilient, reliable WAN.

Because of the *ONSITE*® system and the associated radio and network equipment, EVMWD is able to operate its system even if communications to the servers is lost. Using the SITEVIEW® PACs to provide anywhere to anywhere cyber secure communications allows EVMWD the ability to operate their water system from any SITEVIEW® PAC site in the system with the SITEVIEW® PACs seamlessly interacting to allow system wide access to all sites, independent of the communications to the control room. Using *ONSITE*® and the SI provided hardware, the overall reliability of the system is better than 99.999% even with multiple wireless network failures. This architecture eliminated the need for a central control room as it allowed all of the operators to directly operate the system using laptops, which are connected via a secured wireless connection and with the SITEVIEW® PAC. The use of the thousands of function blocks provided as part the system, allows EVMWD to manage their control systems across their services area with only 3 technicians.

To complement a highly distribute network backbone, the new SCADA control system used SI's *ONSITE*® SCADA software suite, including DataViews® for the HMI, which manages all elements of the SCADA system including the automatic configuration of the remote sites. Using the function blocks (called the *ONSITE*® framework) EVMWD is able to have one common program loaded into the field PAC equipment and the server automatically downloads the configuration require for a specific site. To support the Integrated Development Framework, control strategy screens for each site were created. These screens allowed the SCADA engineers and technician's the ability to fully instrument and troubleshoot the system.

All standard SCADA applications are bundled with *ONSITE*® including data visualization through process graphics, visual/audible/email/text based alarming, historical data storage, trending, event detection and many other features. The EVMWD system also has an Emergency Control Center for remote operation.

Services Provided:

SI Manufactured products: ONSITE®, SITEVIEW® PACs, network hardware, field interface termination equipment and the RTU's.

SI Integration services: Designed the control system and identified all of the hardware. Held workshops with EVMWD to develop the control strategies. SI developed the HMI screens. SI modified the software system, *ONSITE*®, to the design. SI performed the radio surveys and designed the communications network including the cyber security. SI designed the plan for the transition of the existing system to the new control system. SI procured the COTS hardware such as computer hardware; third party software license including Oracle. SI integrated the software with the hardware. SI performed the training of the staff about the control system and the communications network. SI provides the warranty of the hardware and software.

Major Control System Elements: Systems Integrated SITEVIEW® PAC was incorporated into the RTU's provided to EVMWD. SI's utilized the RTU application framework software for creating a single common program for downloading to all of the sites. The application framework provides a flexible, object-oriented methodology to create, debug and test control strategies running inside of Programmable Automation Controllers (PAC). Control software was developed using approximately 70% structured text and 30% ladder logic.

Project Period: February 2011– April 2016

If there is an ongoing service contract, provide a description of the service provided: EVMWD has an annual maintenance contract with Systems Integrated to provide 7 x 24 support of the control system. This maintenance contract also has a task order component so that EVMWD can engage Systems Integrated's engineers for various additional tasks associated with the control system.

Project Reference 2

Project Name Los Angeles Department of Water and Power, Castaic Modernization Project

Location (City, State, Country) Castaic, CA

Contact

Project Description: Castaic is a pump storage hydroelectric plant built in 1968 by the Los Angeles Department of Water and Power (LADWP). It is the ninth largest pump storage system in the United States and is capable of producing 1,500 MW of power. There are seven units in the plant, with six pump/generators, each capable of 290 MW, and one generator capable of 55 MW. The plant's primary purpose is to control the flow of state aqueduct water from Northern California into the Los Angeles water system. The generation and pump storage functionality recaptures the power cost for pumping water

over the mountains between Bakersfield and Los Angeles. This plant produces approximately one-third of all power for Los Angeles, and as such, the system must be highly reliable and secure.

Systems Integrated (SI) was awarded the contract to replace all of the relay logic hardware and associated benchboard control system with a computerized control system, while keeping the plant operational. The SCADA software installed was SI's *ONSITE®*, *DATAVIEWS®* and *SITEVIEW®* PAC (used as protocol converters), with approximately 150,000 I/O and data points. The system includes 12,000 hardwired I/O, 97,000 data linked I/O, and 41,000 calculated points; 250 HMI screens; a redundant 4-TB historical data repository, and 50 custom reports. The entire solution was cyber-secured per NERC Critical Infrastructure Protection (CIP) standards and United States Department of Defense Security Technical Implementation Guide (STIG) for cyber-security protection.

Services Provided:

As the Manufacturer: Systems Integrated provided 22 redundant *SITEVIEW* PAC1s, a redundant communications network, redundant servers and PI interface, and all of the governors, exciters and protection relays. SI manufactured all of the SCADA hardware, performed all engineering, and provided a full system warranty through 2018.

As the Integrator: Systems Integrated performed all of the engineering and provided a full system warranty through 2018. SI also performed the screen development for all equipment; training on the SI-manufactured equipment; and complete documentation of all hardware, software, and network configurations. SI performed the start-up and commissioning of each unit and prepared the drawings per LADWP standards.

Major Control System Elements: The implementation plan required each of the seven generators to operate with or without the main plant servers, and for multiple generators to interact with each other, without the need for the main plant servers. This was accomplished by installing a *SITEVIEW* PAC at each generator. In consort with *ONSITE*, this also gave LADWP the ability to operate any generator, or the entire plant, in the event that the *ONSITE* processors were non-operational.

SI utilized application framework, which is our term for SI-developed function blocks written in structured text. SI also provided a cyber-secure communication network by creating an encrypted Ethernet. To implement redundancy in the control room, 14 switches were configured as a redundant ring with subrings created for each major component of each unit, and additional subrings to support the balance of plant equipment. For each subring, a redundant *SITEVIEW* PAC was installed. A redundant pair of Ethernet switches were installed with the redundant PACs and connected to both switches at each location, eliminating the potential for a single point of failure at each connection points within the ring. There are more than 120 switches used in the project, and from a network and control perspective, there is no single point of failure. The overall response time from field point change to displaying on the *ONSITE DATAVIEWS* screen is under 500 milliseconds.

Specialized enclosures that met the NERC CIP cyber requirements were designed and manufactured by SI to provide the NEC CIP physical requirements. This approach eliminated the need for the entire plant to be "lock down" to meet the physical security requirements. The enclosure design including using badge

readers mounted on the PAC enclosures thus allowing authorized operators to have access to the *ONSITE* control system and the *SITEVIEW* nodes located throughout the plant.

Project Period: May 2010 – May 2018

Description of additional Service Provided: LADWP is in process to engage Systems Integrated to provide 24 x 7 technical support services on an annual basis. This includes preparing cyber-security reports on a quarterly basis.

Project Reference 3

Project Name Suffolk County Water Authority (SCWA) SCADA System

Location (City, State, Country) Suffolk Country, Long Island, NY, USA

Contact

Project Description: Suffolk County Water Authority **(**SCWA) is the largest ground water district in the United States, serving 1.2 million residents on Long Island, New York. The system consists of approximately 260 well sites, each site with one to four wells. It has approximately 100 tank sites, 150 pumping and booster stations, and more than **90,000 points** using 510 *SITEVIEW*® PACs. Systems Integrated was awarded the contract to replace the existing tone system with the *ONSITE*® SCADA system.

SCWA had three requirements: 1) The old system had to remain operational until the new system was fully functional; 2) Upon failure of field equipment communications, the remote sites had to fall back to hardwired controls to ensure that "the tanks never ran dry"; 3) The system had to remain fully operational to support an elongated power failure. The project included the primary control center located in Bay Shore, NY and an emergency control center located in West Hampton, NY, 30 miles away.

Services Provided:

As the Hardware Manufacturer: SI manufactured its *ONSITE* system and *SITEVIEW* PAC to support the hardware and software requirements of the project. The *SITEVIEW* PAC was used to provide a solution that would operate independently of communications to the central site, and with the ability to queue historical data.

As a System Integrator: SI designed and implemented a control system consisting of a central control center and emergency control center. The system connects 510 sites over an SI-designed and implemented wireless redundant communications system, which covers 1,900 square miles. It is designed to operate with the most current control and management information technologies and provides both Oracle and PI database interfaces. The system provides real-time, automated control of the water system, and a management information system that allows non-operational personnel access to the data from the automated control system using PCs, laptops, and tablets. In addition, the system design includes a site security system and time-of-day energy usage system to minimize the overall cost of electricity for its operation.

The flexibility and expandability of the system design have been continuously validated by the upgrades implemented to provide additional management data. These upgrades include the implementation of local HMI interfaces at each of the well sites that allow field operators to manually enter data directly into the control system from the site.

The built-in backup power system demonstrated its reliability during power outages in the region that lasted more than 10 days, without a failure of any component of the system. The system has a proven reliability record with better than 99.9999% up time.

Major Control System Elements: The system was provided with *ONSITE* operating on three servers to provide both a local and remote backup with the ability to control the system from the alternate control center. *SITEVIEW* PAC was incorporated into the field control units provided to SCWA at 510 locations, with a complete wireless communications infrastructure that includes redundancy.

Original Project Period: May 2010 – March 2015

Description of the Maintenance Services provided: Systems Integrated maintains an annual maintenance agreement with SCWA for 24 x 7 support, which includes a task order component so that SCWA can engage SI engineers on special projects. SI has a local partner that provides additional, immediate support to augment SI's remote access.

F. EVIDENCE OF INSURANCE

Attached is Systems Integrated's Certificate of Insurance which shows the types of insurance in the coverage and amounts as listed in the Sample Agreement (Exhibit C).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/11/2019

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
Patriot Risk & Insurance Services
2415 Campus Drive, Suite #200
Irvine, CA 92612

www.patrisk.com 0K07568

CONTACT NAME:
PHONE (A/C, No, Ext): (949) 486-7900 FAX (A/C, No): (949) 486-7950
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Beazley Insurance Company, Inc.	37540
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Systems Integrated
2200 North Glassell Street
Orange CA 92865

COVERAGES **CERTIFICATE NUMBER:** 47472653 **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	✓ COMMERCIAL GENERAL LIABILITY	✓		72CESOF3311	9/15/2018	9/15/2019	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$1,000,000
	OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY	✓		72UUNKC5172	9/15/2018	9/15/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		✓	72WEDX2208	9/15/2018	9/15/2019	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					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
B	Errors & Omissions			V10D9B180901	9/15/2018	9/15/2019	Each Occurrence $1,000,000 General Aggregate $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP for Professional Services for Design/Build for Supervisory Control and Data Acquisition (SCADA) Systems - RFP No. 19-026
City of Banning; and its officers, officials, employees, agents and volunteers are named as additional insured includes Primary and Non-contributory and Waiver of Subrogation applies to WC and in favor of the additional insureds per endorsement attached where required by written contract.

30 days notice of cancellation, 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Banning
Public Works Department
99 East Ramsey Street
Banning CA 92220

CANCELLATION

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
David A. Jacobson
Dave Jacobson

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have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit ←

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. **The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. **Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. **Personal and Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. **Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. **Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. **Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. **How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. **Notice Of Occurrence Or Offense**

      You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. **Notice Of Claim**

      If a claim is made or "suit" is brought against any insured, you or any additional insured must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. **Assistance And Cooperation Of The Insured**

      You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. **Obligations At The Insureds Own Cost**

      No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

   e. **Additional Insureds Other Insurance**

      If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

      However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

   f. **Knowledge Of An Occurrence, Offense, Claim Or Suit**

      Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

      (1) You or any additional insured that is an individual;

      (2) Any partner, if you or an additional insured is a partnership;

      (3) Any manager, if you or an additional insured is a limited liability company;

      (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

      (5) Any trustee, if you or an additional insured is a trust; or

      (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

   This duty applies separately to you and any additional insured.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract ←

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**
   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
6. **Representations**
   a. **When You Accept This Policy**
      By accepting this policy, you agree:
      (1) The statements in the Declarations are accurate and complete;
      (2) Those statements are based upon representations you made to us; and
      (3) We have issued this policy in reliance upon your representations.
   b. **Unintentional Failure To Disclose Hazards**
      If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.
7. **Separation Of Insureds**
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.
8. **Transfer Of Rights Of Recovery Against Others To Us**
   a. **Transfer of Rights Of Recovery**
      If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**
      If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
9. **When We Do Not Renew**
   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
   If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.
   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease
   sustained by a person and, if arising out of the above, mental anguish or death at any time.

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This certificate cancels and supersedes ALL previously issued certificates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership, joint venture or limited liability company

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

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3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $50,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provided a limit of $50 per day and a maximum limit of $1,000.

6. **LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if a long-term leased "auto" is a covered "auto" and the lessor is named in the policy as a **Loss Payee**, we will pay in the event of a total "loss" your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **SOUND RECEIVING AND TRANSMITTING EQUIPMENT - BROADENED COVERAGE**

Paragraphs B.4.c. & d. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE do not apply to equipment designed solely for receiving or transmitting sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

9. **EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

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This certificate cancels and supersedes ALL previously issued certificates.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

47472653 | 18/19 GL/AU/WC/E&O 1MIL | Annette Romero | 3/11/2019 3:40:16 PM (PDT) | Page 10 of 11
This certificate cancels and supersedes ALL previously issued certificates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**

Countersigned by _____
Authorized Representative

Form WC 04 03 06 **(1)** Printed in U.S.A.
Process Date: 3/11/2019 **Policy Expiration Date:** 9/15/2019

G. FINANCIAL CAPACITY

Systems Integrated currently has an available line of working capital credit with Bank of the West for $ 2 million dollars and an additional $1 million dollar line of credit from Bristol Capital.

Additionally, SI has bonding capacity in excess of $20 million dollars, does not have any short term debt and the only long term debt is associated with physical facilities. SI has never been in a financial bankrupt during our 40 years of operation.

H. DISCLOSURE

Systems Integrated has no 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.

I. PRICE PROPOSAL

J. PROPOSAL FORMS

J.1 EX PARTE COMMUNICATIONS CERTIFICATE

Systems Integrated (meaning, employees, officers, directors, consultants and agents, any subcontractors or suppliers, and/or any individual or entity) shall not communicate with the City Council members about this RFP.

J.2 DISQUALIFICATIONS QUESTIONNAIRE

Systems Integrated has never 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.

J.3 DISCLOSURE OF GOVERNMENT POSITIONS

Neither Systems Integrated's owner or any employee of our 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.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the RFP No. 19-009 On-Call General Architect Services RFP at any time after September 28, 2018.

Susan Corrales-Diaz, President
Systems Integrated

Dated: March 11, 2019

OR

I certify that Proposer or Proposer's representatives have communicated after September 28, 2018 with a City Councilmember concerning the RFP No. 19-009 On-Call General Architect Services 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

K. APPENDICES

K.1 PRODUCT INFORMATION

SITEVIEW® PAC

ONSITE DataViews

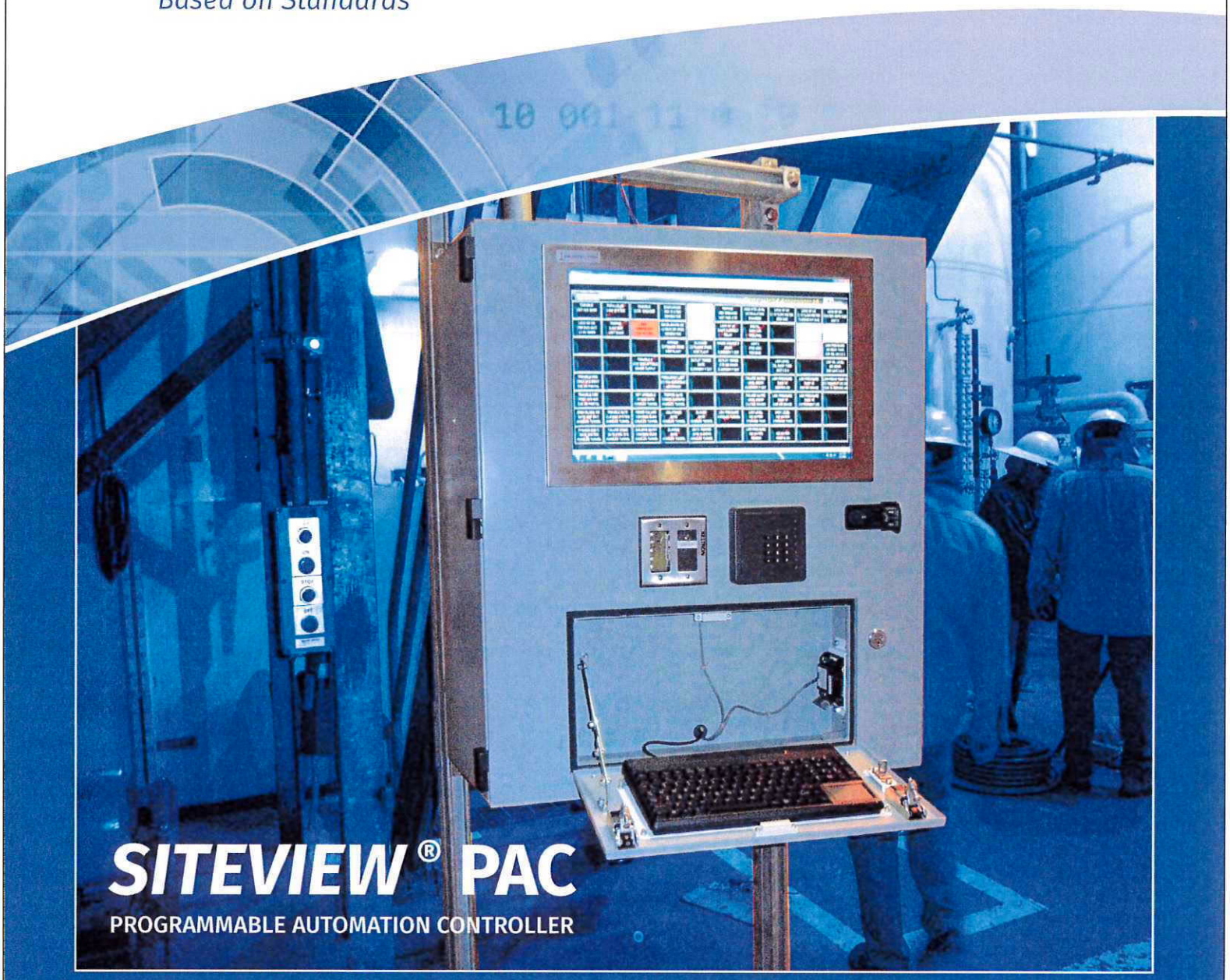
ONSITE® White Paper

KeyWest Networks – OR100 Series Radio

KeyWest Networks

SYSTEMS INTEGRATED

Innovative and Enduring Systems Based on Standards



SITEVIEW® PAC

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SITEVIEW® PAC **Provides a Complete and Upgradeable Approach Unrivaled in the Industry**



SITEVIEW PAC is a complete system. All software and hardware is included to support all configuration and programming requirements. There are no additional software licenses to be purchased to develop ladder logic programs, develop HMI screens, create or examine a local database, or to connect the *SITEVIEW* PAC to a network.

SITEVIEW PAC is a completely self-contained system which has been designed to be remotely managed and programmed. Redundancy at all levels is a built-in feature that assures communication continuity from all the I/O points to the *SITEVIEW* processor.

SITEVIEW PAC provides a number of industry unique capabilities that are highlighted below:

- Development environment provided with every *SITEVIEW* node
- Configuration or firmware uploads to be scheduled
- Supports the ability to perform downloading while the unit is operational and will automatically insure that the download process does not impact the real time requirements of the PAC. This feature is significant in environments when the WAN bandwidth is limited (such as a T1).
- Provides a built in prioritization system to insure real time data is never blocked or delayed. This is accomplished by the *SITEVIEW* communications processor which has the ability to configure the Quality of Service (QOS) for each type of Ethernet packet and to throttle all non-real time data to insure real-time data is always available.
- Supports automatic communications throttling using a metering system which is automatically invoked or can be fine-tuned by the customer. *SITEVIEW* does not rely on infinite network bandwidth and performs a real-time analysis of communications queues to meter the non-real time data transmitted out of the *SITEVIEW* PAC to the master station. *SITEVIEW* PAC provides the user with significant advantages over using a router's QOS functionality since there are no retransmissions due to a router discarding packets to support higher priority routing.
- Expandable with the ability to provide redundancy. There is no additional software or hardware (other than a second *SITEVIEW* processor) to allow the complete system to be redundant.
- Provides local data storage that allows months of historical and SOE data to be stored locally.
- Integrated with an *ONSITE* master station; guarantees complete date integrity in the event of a multi-day network failure.
- Provides a complete cyber security implementation that allows *SITEVIEW* PAC to communicate to a single maser or configured to support both slave to master as well as peer to peer functionality.
- Designed to operate in hostile environments with no moving parts for any component within system.

SITEVIEW PAC System Consists of Eight Integrated Components

SITEVIEW Processor

Consists of a 4 core, a 64bit microprocessor based system with a complement of high speed DRAM (up 16 GBytes) and Flash RAM (up to 2 Terabytes). The wall or rack mounted controller is fanless and fully environmentally hardened and will operate in an ambient temperature range from -40oC to +70oC. A complete complement of communications ports is provided including Gigabit Ethernet, 4 Mbps serial, and USB.

SITEVIEW Logic Processor

SITEVIEW logic processor is imbedded software to support real time logic control as well as providing real time redundancy. *SITEVIEW* logic also supports onboard historical data queuing to insure no historical data is lost as a result of communications failure.



SITEVIEW LOGIC PROCESSOR

SITEVIEW logic is a fully compliant IEC61131 PLC utilizing either *SITEVIEW* I/O or I/O provided by additional industry vendors.

SITEVIEW logic has the ability to emulate the native protocol of all major PLC vendors including AB, Siemens, Modicon, and GE. As *SITEVIEW* can also be utilized as a protocol converter since it is equipped with a complete suite of native communications protocols. *SITEVIEW* has the ability to emulate PLC vendors remote I/O or communicate directly with PLC vendors remote I/O.

SITEVIEW DATAVIEWS®

SITEVIEW DataViews provides SCADA visualization at remote locations. *SITEVIEW DATAVIEWS* allows the *SITEVIEW* server to support the ability to act as an *ONSITE* server to an *ONSITE* client which is connected to the *SITEVIEW* system network. This functionality allows *SITEVIEW* to act as an independent PAC, with the ability to provide graphic screens at a remote location that are the same as the ones used at the master station site (with or without communications to the master site), store any event data that occurs locally for later uploading to the *ONSITE* server historical database. *SITEVIEW* graphics can be generated locally using the *SITEVIEW* processor (no additional software is required to create any graphical screens. The screens can then be stored locally or uploaded to a centralized screen database.

SITEVIEW Drivers.

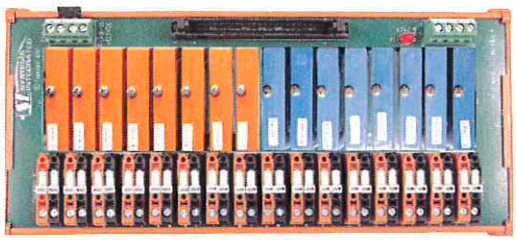
SITEVIEW drivers are part of the logic processor function that allows *SITEVIEW* to communicate with smart devices. *SITEVIEW* features more than 30 drivers for communications. The following is a partial listing of the most popular communication protocols:AB Ethernet/IP, DF1

- Modbus (both slave and master)
- DNP 3.0 (slave, master, ASCII, RTU, Modbus over Ethernet)
- GE Genius, Fanuc SNP
- OPC (UA / DA client & server)
- Profi Net
- IEC61850
- IEC60870
- SNMP

SITEVIEW I/O

SITEVIEW I/O is smart I/O designed to provide the ability to collect and process high speed digital and analog data, distribute the I/O and not introduce cybersecurity issues using routable protocols like Ethernet.

SITEVIEW I/O are designed to be robust, interchangeable and in many cases form and fit to other vendors I/O. The design concept behind *SITEVIEW* I/O is to provide optically isolated data collection for all digital and analog inputs, and digital and analog outputs. The *SITEVIEW* I/O system is designed around the concept that field wiring can be isolated without removing any wires and all components of the *SITEVIEW* I/O are hot swappable.



FIELD TERMINATION INTERFACE BOARD WITH MODULES

The *SITEVIEW* I/O is a modular design with three major components: The I/O point, the field termination interface and the field collection processor. Each component of the system is designed to allow hot swap replacement of every active component in the system.

The *SITEVIEW* I/O system is designed to operate on DC (24 VDC) with the ability to support full redundancy at all levels.

I/O Point



ANALOG INPUT MODULE

At the lowest level the I/O is point oriented. Each point has a specific function. The function can be digital input, digital output, analog input or analog output. Each type of module is color coded and is designed to support field power or RTU power.

In order to provide the maximum amount of isolation, *SITEVIEW* I/O is designed to provide a minimum of 2,000 VDC isolation. This includes analog inputs and outputs, and digital inputs and outputs. Analog input resolution is 16 bit, and supports ± 1 or 10 volt, 0-20 or 4-20 milliamp inputs. Digital inputs support both AC and DC and range from 12 to 140 V AC or DC, with RTU wetting or field wetting. Additionally the digital inputs can be provided with or without noise filtering. For SOE applications the digital input module provides a switching time of less than 65 microseconds. All I/O modules are hot swappable.

Digital Output Relay Module (DORM)

For digital outputs, in addition to the optically isolated digital output modules, *SITEVIEW* I/O also provides two types of relay output boards. The relay output boards are specifically designed for power plant applications requiring either mechanical latching capability or high current / DC voltage capability. For the high current, high voltage DC capability a socket mounted KUEP series relay is provided. This relay supports 10 amps at 150 VDC.

The digital relay output board provides a pair of form C contacts for each point. Latching is accomplished using mechanical relays that latch when power is applied in one direction to the coil and unlatched when power is applied in the opposite direction to the same coil.

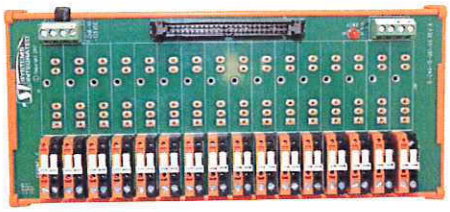
Each relay output board supports 8 relays. One field termination interface can support up to 3 relay boards or 2 latched relay boards. All of the relays are socket mounted and are hot swappable.

The power source to drive the relays is provided separately to allow the relay board to be isolate. When the relay power is removed, even if the relay is commanded to operate the relay will not operate.

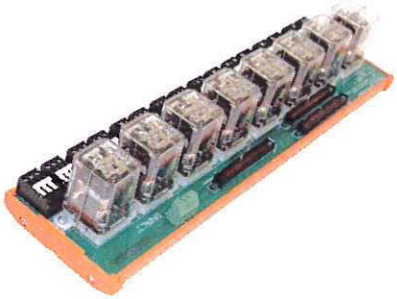
Field Termination Interface (FTI)

The field termination interface is a passive interface board that allows field wiring to be terminated and active I/O point devices are connected to the field termination board. The result is a field termination board that provides a place for the field terminations to occur, provides the isolation typically required in power plant (field wire isolation) and has the ability to directly accept field wiring (in the range of 12 to 22 gauge wire). Field termination interfaces come in 8, 16 and 32 channel configurations. The same FTI can be used for analog input, analog output, digital input, SOE digital input, and low current digital output (both solid state and relay output modules are available). All modules that connect to the board are hot swappable.

For SOE and digital inputs, the FTI can be configured to provide the wetting voltage.



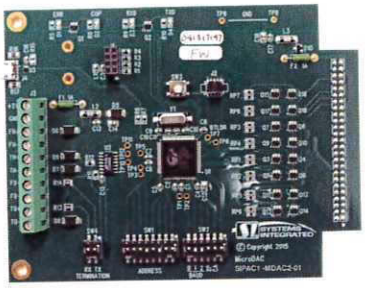
FIELD TERMINATION INTERFACE BOARD



DIGITAL OUTPUT RELAY MODULE

Field Data Collection Processors (FDCP)

The field data collection processor is used to perform specific functions for a specific set of points. There is one FDCP for each FTI. The FDCP is programmable to support a variety of functions such as analog filtering, digital noise filtering, SOE processing, counter and BCD input capability, and select and operate output functionality. Once activated these programmable functions offload the *SITEVIEW* logic processor from performing these activities.



FIELD DATA
COLLECTION PROCESSOR

SITEVIEW FDCPs support analog and digital inputs mixed on the same FTI and is configurable (on a per point basis) thus allowing both analog and digital input modules to be mixed on the same FTI if required. The FDCP also allows any digital input to become a counter providing a 32 counter that can be remotely reset. The FDCP is designed to support up to 32 inputs per unit.

The FDCPs communicate to the *SITEVIEW* by a serial communications interface that can operate at communications speeds from 9,600bps to 4 Mbps. The serial communications infrastructure supports store and forward as well as multidrop configurations, and is designed to operate in an extremely electrically noisy environment. FDCPs are specifically designed to provide high speed communications to the *SITEVIEW* node and insures that the serial communications used is non-routable. When configured in the multidrop configuration, the FDCP is hot swappable.

For SOE applications the SOE FDCP is used as it accepts the IRIG-B clock input, continuously scans the digital inputs for a change in state, and upon detection of a change of state, records the event time for later retrieval by the *SITEVIEW* logic processor. Up to 32,000 SOE events can be queued on the FDCP. The scan time for evaluating all of the points supported by one SOE FDCP, including debouncing the point and time stamping the point, is under 100 microseconds. The overall SOE resolution of the SOE FDCP is under ± 1 millisecond.



SITEVIEW PAC

The FDCP has a variety of mounting options, including connecting directly to the FTI, interconnecting to the FTI using an interface cable. The FDCP is designed to be either panel mounted or can be rack mounted in a card cage with field cable connections being provided on the back of the card cage.

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For *DATAVIEWS*, please call: **800/798-6072**



SITEVIEW LOGIC PROCESSOR

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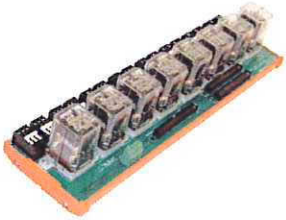

DIGITAL OUTPUT RELAY MODULE

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SITEVIEW PAC

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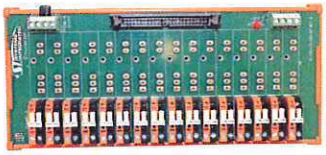

FIELD TERMINATION INTERFACE BOARD

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ANALOG INPUT MODULE

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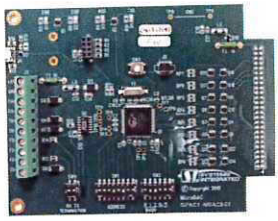

FIELD DATA COLLECTION PROCESSOR

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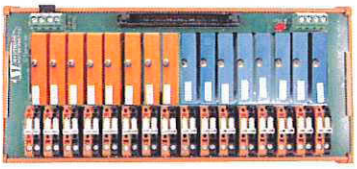

FIELD TERMINATION INTERFACE BOARD WITH MODULES

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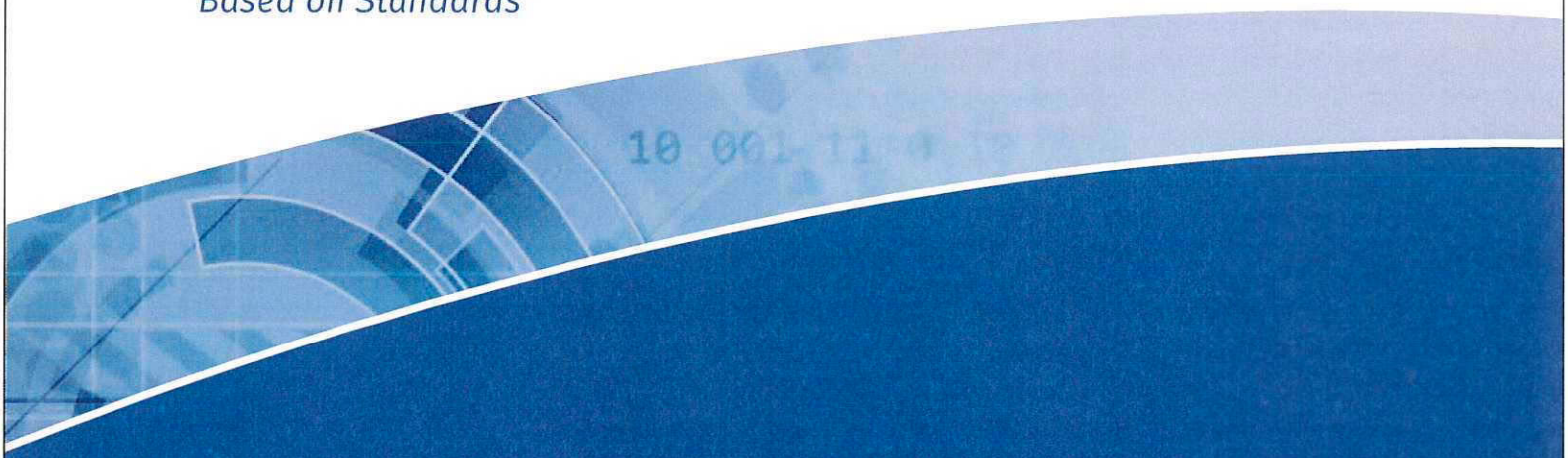

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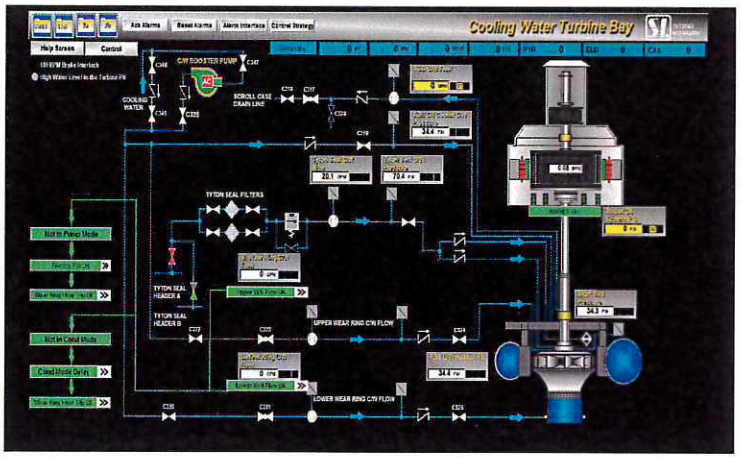


Custom development has never been so easy.

- Facility/Building Management Systems
- Hydroelectric Power Plants
- Water Treatment and Distribution Systems
- Wastewater Collection and Treatment Systems
- Electric Power Substation and Distribution Automation Systems

When you need high quality data acquisition and control solutions, *ONSITE* is the answer. *ONSITE* is a highly scalable system built on a distributed system architecture using LINUX servers and Windows-based clients. *ONSITE* is fully configurable, expandable and upgradeable.

ONSITE merges existing technologies with the newest innovations, and continues to support expandability for years to come.

Based on cutting edge technology, *ONSITE* is easy to use and combines the process functionality of a Distributed Process Control System (DCS), the archival functions of commercial databases, and the data presentation capabilities of dedicated graphics packages. Designed specifically for the utility industry, *ONSITE* is a powerful solution for your data acquisition and equipment control requirements.

System Design Features

The *ONSITE* system provides the following, standard system design features.

Open Systems... *ONSITE* runs on LINUX servers and Windows clients and is designed using C/C++ programming language. You can easily integrate any conforming system to access *ONSITE* data...you decide when, where, and how.

Hardware Independent... Your system may include PCs, workstations, and minicomputers. Our knowledgeable engineers have extensive experience with all hardware types.

Systems Integrated can evaluate your existing systems, your new requirements, then recommend the best possible hardware solution. Ultimately, you choose your own hardware—and the hardware vendors—that best meet your needs.

Scalability... Design an optimum system today and expand it tomorrow. *ONSITE* operates on a wide range of hardware configurations—without special programming.

You can monitor a small unit process or a large decentralized system; and add additional functionality or entire sites without impacting day-to-day operations. You define your parameters and *ONSITE* supports it.

Modularity... *ONSITE* is an interactive, modular suite of programs that allow you to easily grow and expand your system. Each *ONSITE* software module performs one specific task within the system. This strategy optimizes overall efficiency for your organization.

Networking... *ONSITE* includes a powerful network manager that handles all system communications. Modules link directly to the network manager to send and receive messages.

This networking system makes it possible for software modules to reside on the same computer or miles apart and connected by WAN. As you expand your system, *ONSITE* functionality is not impacted.

The same network manager seamlessly integrates your custom applications into the *ONSITE* system—without the high cost of outside consultants or lengthy programming projects.

ONSITE®—

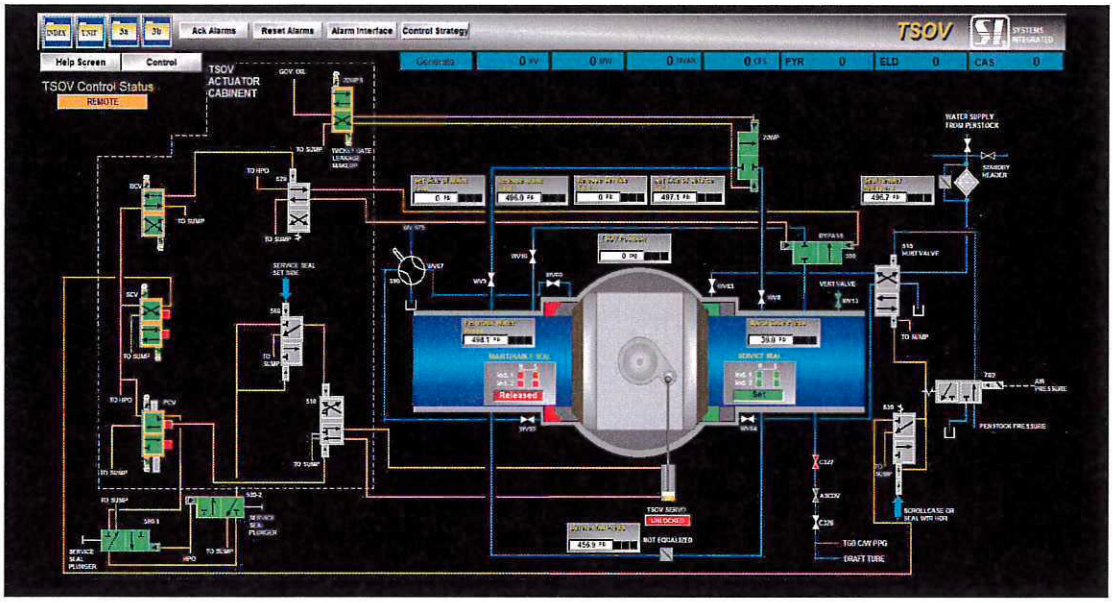
The Total, Flexible

SCADA Solution

SCADA FEATURES

The *ONSITE* developers know the utilities industry from an insider's viewpoint. As a result, we know your requirements and continuously enhance built-in capabilities. *ONSITE*

- Provides a complete system solution integrating proprietary and third-party software.
- Supports the latest hardware and software solutions, thus avoiding obsolescence.
- Provides monitoring capabilities for all intelligent system equipment including computer nodes, routers, switches, RTUs, and PLCs...anything with an IP address.
- Supports bumpless transfer to backup computers to protect core functions against the failure of any single computer.
- Implements redundant network communications, regardless of the medium—Ethernet, fiber optics, microwave, and so forth. *ONSITE* automatically detects failures and switches to alternate channels when necessary to ensure ongoing system functionality.
- Maintains data security. In addition to the standard operating system security, *ONSITE* includes multiple configurable security levels that range from *Read Only* to *Unrestricted* access, and that can be set for individual *ONSITE* modules.
- Provides numerous ways to collect and save historic data. You define the parameters including on exception or schedule or by deadband values.
- Supports nearly instantaneous access to data from local or remote sites, in a format that is most comfortable for the end users and that is fully configurable.



Advanced HMI Design with *DATAVIEWS* Visualization Software

You do not need to schedule exhaustive training cycles to learn to use *ONSITE* functions. Menus, toolbars, onscreen buttons, and logical options create an intuitive environment for all configuration, monitoring, and control functions. *ONSITE* is easy to use, and is designed so that even the most complex functions are easy to define.

Window functionality is similar to those available in any office environment. Users can move, size, stack, minimize, maximize, and close any number of *ONSITE* applications on any number of monitors and workstations. *ONSITE* automatically scales graphics to fit in the windows, and graphics always display proportionally.

Software Overview

ONSITE uses only mature and reliable products with a solid industry-wide reputation.

- LINUX™ and Windows operating systems.
- Oracle™'s complete RDBMS system. Provides all SQL™ functions, 4GL interfaces for configuration, and the GUI Reports Builder.
- *ONSITE* provides core SCADA controls, data acquisition, historical archiving, and graphic interfaces to all collected data.
- *DATAVIEWS* provides the graphic functionality necessary to design custom Human-Machine Interface (HMI) screens.
- RTU and PLC configuration and maintenance software for all RTUs and PLCs.
- ACSL. Advanced Continuous Simulation Language.
- OS-API. Application Programming Interface library for custom application development from Windows, LINUX™, and Oracle™.

Security

Your data is always secure with *ONSITE*. Three discrete security levels control user access, with primary control residing in *ONSITE*. Different levels of security are available for each *ONSITE* module, ranging from Read Only to Unrestricted. System administrators can define access for each application and each user if desired, or set access for user groups.

The User Group functions allow you to quickly add and remove functionality for an entire group of staff—for example, technician and operator User Groups may have completely different access rights. With this flexibility, your organization can define the exact configuration that best suits your requirements. Like all *ONSITE* functions, access definition is a simple point-and-click process.

ONSITE provides a complete system solution that is user-friendly, easy to customize, and designed specifically for utility industries.

Menus and Toolbars

ONSITE applications include menus and toolbars that support standard Windows functionality and *ONSITE* specifics. Simply point and click to perform configuration tasks, operate the system, and access realtime and historic data.

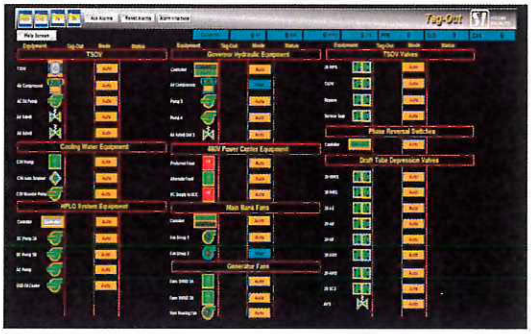
Graphics

ONSITE contains two high-resolution graphic tools—the Process Graphics program and the Graphics Editor.

- The Process Graphics program runs all graphic screens, allowing users to monitor and control equipment and change operating values.
- The Graphics Editor provides maximum flexibility for creating custom graphic displays. Screen designers can import AutoCAD drawings, pictures in standard file formats, or use available tools to create simple or complex screens. The Editor includes a customizable palette that contains predesigned equipment objects including items such as pumps, pipelines, common network equipment, and so forth.

  The Graphics Editor includes dynamic behaviors that appear during runtime operations. Dynamic behaviors include text substitutions, color, size, and symbol changes; flashing; conditional color, and realtime graph abilities.

- The Graphics Editor supports point-and-click techniques to link database points to dynamic objects. Any point and any attribute in the database can be connected to any object. This allows you to rapidly build custom screens for equipment monitoring, including system computers and networking equipment.



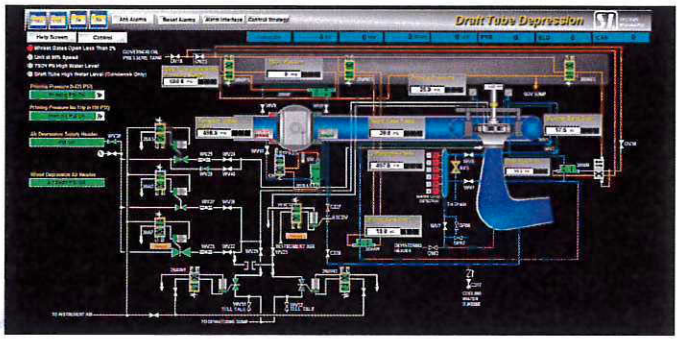
Data Acquisition

ONSITE uses I/O scanning software modules—or drivers—to acquire physical data. The drivers collect data from local or remote devices, convert raw data into the appropriate engineering units, and then place the converted data into the database using IEEE standard floating point format. The data collection interval is fully configurable for each individual I/O point in the database.

- Drivers can connect to most major PLC's including Allen-Bradley, Modicon, GE and Siemens. To support the many possible external devices, multiple, concurrent drivers can be defined and activated at any time. *ONSITE* supports over 15 common drivers as an integral part of the software. This allows your organization optimum flexibility for system expansion and upgrades, without having to purchase specific modules or pay for expensive software development.

Like most *ONSITE* functionality, configuring drivers is a matter of point-and-click selection. Users can create the appropriate software module and connect the equipment as soon as wiring or other communication links are established.

ONSITE supports all major I/O communication drivers including Modbus, Ethernet IP, DNP 3.0 and IEC 61850.



Alarms

ONSITE supports alarms for each database point, providing superior control for your operation. Your organization can also create custom alarms if necessary. Alarms may log to file, print, appear in the Alarms windows, in Process Graphics screens, and may generate voice messages or audible tones that are specific to the customer and can be set and disabled as necessary. Alarm presentation is fully configurable, based on user access levels.

Operators must acknowledge all alarms, and alarmed points must return to normal conditions before the system removes them from the alarm interfaces. Alarms are considered active if an alarm is not both acknowledged and cleared. The system may escalate any alarm if it continues to be unacknowledged or uncleared for a pre-defined period of time.

Reports

Freely define reports using the *ONSITE* Excelä Add-in, Microsoft Accessä, Crystal Reportsä, Oracle Report Generatorä, or any standard office application that is able to access an ODBC database. You may reference live or archived data, logged events, or enter static text; change row and column size; and otherwise manipulate the format.

ONSITE can calculate items based on the minimum, maximum, average values—or compute the sum of any report column or row. This ensures data in formats that best suit your needs. Reports may print on schedule or be manually requested at any time, viewed onscreen or in print format, or saved to disk and other storage mediums.

In addition to reporting functionality, a number of *ONSITE* applications can be set to act as reporting tools. These tools include historical and realtime trends and tabular displays, all of which are fully configurable to meet your requirements.

ONSITE'S Archiving

ONSITE's archiving modules save data in flat files or the Oracle database. You can collect values from any connected point including critical communications information, I/O values, and status data.

Your organization decides the type of data you want to see, how you want to see it, and when you want to collect it. The flexible parameters allow you to meet internal data requirements and those of outside, regulatory agencies.

The Event Logger

ONSITE's Event Logger records all changes to any *ONSITE* database, any alarm conditions, and any other user-defined events. Event data may be viewed onscreen or can be printed.

Logging is a distributed function, and may run on any system node. You may assign logging to one node or any combination of available nodes.

The Database

ONSITE allows you to view and modify *ONSITE* function blocks when necessary—assuming your access level is high enough. The function block may reside anywhere within the control database, and may be accessed at any time.

The Function Block Editor—one of *ONSITE*'s configuration tools—allows you to access the control database text file for any system node. You may modify parameters while the control database is active without impacting operations. The system saves modified data at the originating node but is not activated until you restart the control database.

You can also preconfigure points and activate them later. This functionality allows you to design complete additions to your system and implement them when you are ready.

Configuration

ONSITE's modular construction allows you virtually unlimited flexibility for system configuration. Simply identify new computers and field equipment using the intuitive tools in *ONSITE*. Expansion has never been so easy.

Underlying system functions are transparent to end users who point and click their way through clearly identified system options.

The *ONSITE* Bulk Loader makes the task of loading the database even easier and requires a minimum of effort. Simply load data into a flat file or spreadsheet format then upload the information into the *ONSITE* system.

Designers can include any system data in graphic screens, according to organizational standards. Graphic objects may link to computers, network equipment, and field equipment in addition to I/O data.

I/O Types

The *ONSITE* analog input (AIN) blocks include High and Low range entries, data acquisition parameters for raw data filtering and linearization, historical data collection, and alarm details. Available linearizations include Linear, Square Root, Modified Root, and Polynomial. Filter methods include Moving Average, Rate Limit, Low Pass, and Median.

ONSITE's digital input (DIN) blocks support runtime and Start/Stop timers, history, and alarms. Digital block algorithms include Sequence of Events (SOE), Discrete Output (DOUT), Remote Pulse Count Input (RPCI), and Raise/Lower Control Output (RLOUT).

All I/O points include predefined alarms specific to the point type. You can enable any combination of alarms for a point, and can custom create alarms as well. This allows you total control over how your staff is notified of critical situations.

Calculation/Control Database

ONSITE includes computation and control algorithm function blocks that enhance the basic I/O functionality of the *ONSITE* software system. Each algorithm computes a specific function and places the results in its output parameter. All algorithms accept one or more inputs and compute the desired output in conjunction with predefined variables. Signal connections can be made from the output of one block to the input of another.

An input accepts only one signal source but block outputs may connect to any number of inputs. Block parameters can serve as input for other blocks, connect to graphic screens, and be sent to field control devices.

Control Functions

Control function blocks link to other function blocks to create simple or complex processes.

- PID Controller
- Integral Controller
- Digital Gap Controller (DGAP)

Mathematical Functions

Absolute	Square Root
Add	Exponent
Subtract	Average
Multiply	Logarithm
Divide	Natural Logarithm
Power	

Logic Functions

NOT	XOR
AND	OR
Timer	Relational

Trigonometric Functions

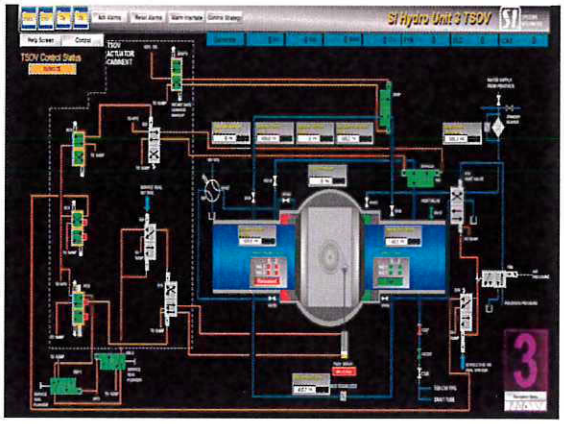
Sine	Cosine
Arcsine	Arccosine
Tangent	Arctangent

Calculation Functions

Multiplexer	Filter
Demultiplexer	Lead-Lag
Signal Selector	Characterizer

Block Modes

All algorithms have two operational modes—Automatic (AUTO) and Manual (MAN). In AUTO mode, the algorithm continuously calculates output based on the input values. The SCAN time parameter defines the frequency of the calculation. In MAN mode, *ONSITE* updates the algorithm's inputs every SCAN time, without performing output computations.



Data Types

Floating point signal types are implemented using standard IEEE format. The dynamic range of a floating point is approximately ± 1.7 × 1038 to 1 × 10-38 and can yield seven decimal digits of precision.

Logical variables are bi-valued quantities representing True/False, On/Off, Open/Shut, and so forth. Values of zero identify statements as False, and non-zero values identify statements as True.

12345678

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ONSITE®

UNIFIED SCADA SOLUTION WITH UNLIMITED POTENTIAL

ONSITE is a completely vertically integrated SCADA solution supporting all levels of integration from the HMI down to the I/O. Unlike any other SCADA system available today, *ONSITE* provides a solution that minimizes the overall integration effort, provides a one stop SCADA solution and, most importantly, provides the software and hardware manufacturer's guarantee that the solution provided works.

Although SCADA software is widely used, many SCADA vendors provide solutions that are not open, hard to implement, have employed a marketing and sales model that pushes all of the responsibility for making it work to the integrator, thereby taking no responsibility to insure that the solution proposed will work; have limited their liability to no more than the cost of the software (which is typically 10% of the total cost of the solution) and designed a support model that causes the end user to basically "rent" the software with yearly maintenance fees reflecting the cost of replacing the entire software product every 3 to 5 years and will not provide support unless the customer (already buying support) also continuously upgrades their software. This is a great business model for SCADA vendors but not for owners.

Fortunately, there is a SCADA vendor that does not follow this model - companies are selecting *ONSITE* as the solution that decreases the overall cost of ownership and is designed for a 20 year life span. *ONSITE* is built using standards so it evolves with technology and is easily upgradable for affordable long-term support. Systems Integrated's *ONSITE* is disrupting SCADA technology used by utility professionals and provides all the tools for innovating their operations.

ONSITE® is much more than SCADA

ONSITE is much more than just an HMI, historian and reporting software - it is a fully integrated object orientated application that can integrate:

- Tag names of the field devices into the SCADA database.
- Read the tag names from PLCs and populate the *ONSITE* database.
- Execute the same control logic at all levels of the SCADA system.
- Use the same operator display screens - both at the central location as well as remote locations (with or without continuous communications).
- Data Diode functionality within *ONSITE* to restrict the ability to change anything while providing full access to all of the *ONSITE* data.
- Ability to automatically update everything (database, historian, configuration and display screens) from a centralized location.
- Fully integrated, robust relational database that is used for everything from configuration to historical data storage. The database is built-in, and the historian is provided with the base system - there is no cost impact for either the number of tags that are supported or the size of the historical database.

In addition to the many benefits associated by the integration of both field locations and the central control facility, *ONSITE* also supports a number of built-in logic processing features. Though most SCADA systems today support some form of scripting, *ONSITE* supports much more.

ONSITE provides a completely compliant IEC 61131 programming functionality, which allows users to create control language using a variety of PLC programming languages: Ladder Diagrams (LD), Function Block Diagrams (FBD), Structured Text (ST), Instruction List (IL), and Sequential Function Chart (SFC), and interfaces to field I/O or other PLCs / PACs.

ONSITE supports the ability to allow the user to develop high speed C or C++ programs that will interact with any device connected to the *ONSITE* system; the real time database, and the historian. A complete set of API's are provided with *ONSITE* to create customized control solutions that allow direct control of I/O through *ONSITE*.

With typical cycle time under 20 ms (using either C, C++ or IEC 61131 programming processes), this feature allows direct control of field devices within the *ONSITE* core.

Systems Integrated's *ONSITE* provides an object orientated graphical display system. This means that a template can be constructed, and once constructed, has the ability to be reused to support multiple requirements. Reuse in this context is different from the typical "cut and paste" approach of reuse - ***ONSITE* allows one template to be used for multiple devices at multiple locations.** For example, an *ONSITE* user could create a template of a power generator or a pump. All of the active components on the screen are described as objects which would then be populated with the correct values for the specific generator when the screen is activated. The same screens built for the control room can be used in the field to support local control of the various elements of the system with, or without, communications to the *ONSITE* system.

Most current SCADA solutions require users to define tag names at the end use device (like a PLC), then create a tag name for the SCADA system, or to create one set of screens for the SCADA operator and another set of screens for the field user. Users having to perform all these additional steps takes time with a greater chance of error. ***ONSITE* users can use the same tag names and screens everywhere.**

Interfacing *ONSITE* with any other system is trivial, with its relational database and its integral API's, *ONSITE* provides the environment to obtain and present data (historical, configuration or real time) to any program or subsystem directly without any external software programming support required.

The following is a detailed description of *ONSITE* and its features.

ONSITE® Structure

ONSITE has two basic components: the processor and the client.

ONSITE Processor

The processor portion of the system is designed to operate on either a Windows or Linux based operating system in a VM environment. It is designed to be scaled to operate as a stand-alone system or as an integrated system consisting of one or more instances of the *ONSITE* processor. *ONSITE* supports full distributed control, which allows full or a combination of full and limited control (such as a dispatch center that controls multiple remote sites). In an *ONSITE* system that consists of a combination of full and limited control, at the central location (such as a dispatch center), the dispatch center operator would be able to control any of the remote sites. The remote site operator would only be able to control elements at that remote site. This feature is of primary interest in the electrical power industry as it protects the sites' designated cybersecurity levels within the system - by limiting a remote site's access, the remote site can maintain a lower level cybersecurity rating versus a higher rating for a dispatch center. This design approach is used to insure that there is local control of a site even if there is a communications network failure between the remote site and the central site.

ONSITE supports both automatic failover as well as forced failover (normally done to test the redundancy). Failover time between the processors take under 500 milliseconds from the time that the processor detects a failure. Failover filtering is supported to insure that, in case of remotely located physical servers (used to provide redundancy), a momentary communications failure will not cause a primary to redundant processor failover.

The *ONSITE* system consists of a number of services. Each service can operate within a single instance of a VM system or can be configured to operate in its own VM space. The *ONSITE* services associated with the system are: the real time engine, Oracle database manager and interface, alarm service, configuration management service, audit trail service and data feed service.

ONSITE Real Time Engine

The real time engine is used to communicate with the various devices in the field. *ONSITE* supports a number of drivers that allow direct connection to many of the PLCs available in the market today; the ability to communicate with smart devices (like relays using IEC61850), and the ability to communicate with smart sensors using a variety of protocols from Modbus to Hart. *ONSITE* also supports interfaces to OPC and DNP as both a master and client. The real time engine supports polling; polled report by exception, and unsolicited report by exception. All of the *ONSITE* drivers support the ability to record the time of an event based on the information provided by the device as well as the time the data was received by the engine. This double timekeeping provides two functions: first it provides the ability to determine the overall latency of the system, and second it allows data that has been queued from a field device (because of a communications error) to be correctly synchronized within the historical database. The real time engine performs the following:

- Accepts the data from the field.
- Applies any filtering and scaling to the data.
- Determines if the data is to be *reported by exception* (if so, evaluates if the data has exceeded the deadband - if it has, forwards the data to the historical portion of the Oracle database). If the data is to be collected unconditionally, each poll cycle forwards the data to the historical portion of the Oracle database).
- Determines if the data will generate an alarm. If an alarm condition is present, the information is presented to the alarm processor.
- Places the data into the real time database.
- Determines if any users are looking at the data, and if so, forwards the data to the users screen.
- Notifies all processes of changes in the real time database.

Unlike other SCADA systems that require some sort of I/O server, the *ONSITE* real time engine notifies all of the redundant processors of any real time updates. This notification only occurs if a point has had an event (such as exceeding a deadband). There are a number of advantages to the approach of the real time engine passing on the processed data to the other processors including fewer servers, but the greatest is the overall impact of network traffic. SCADA systems using an I/O server to send the data un-filtered to each SCADA server requesting the data, means that the data load on the network is a linear function of the number of redundant servers on the network. *ONSITE* only sends data of interest, which inherently reduces the bandwidth requirements on the network.

ONSITE operates on *interrupts*, which are generated by the various I/O device drivers and request for information from users. Tests performed using *ONSITE* in a system that has approximately 5,000 field points of which 1% of the points were changing every second (considered heavily loaded), the overall latency time, as measured from input into the server,

through the driver and real time engine and presented to the user on the screen has been measured at 100 milliseconds.

ONSITE Oracle Database Manager

Oracle is integrated into and is part of *ONSITE* and supports all of the data historian as well as configuration information associated with *ONSITE*. *ONSITE* is designed to operate in one instance of the operating system (either Windows or Linux). Oracle can operate within the same instance as *ONSITE* or can be configured to operate in its own instance. Using the same test as above, the Oracle database is updated within 150 milliseconds. Oracle replication is used to insure that all of the *ONSITE* processors are synchronized.

ONSITE Alarm Service

The *ONSITE* alarm service supports the various alarm escalation functions as well as distributing the alarms to the various alarm services located at other *ONSITE* locations. The alarm service receives inputs from the *ONSITE* real time engine, operator input (normally acknowledging and clearing alarms) and from other *ONSITE* alarm services. The alarm service normally processes alarm messages within 10 millisecond of receiving the message.

ONSITE Configuration Management Service

The configuration management service is used to validate and process all configuration changes requested. The configuration management service validates that the request being attempted is allowed from a security point of view; is validated as proper from a configuration point of view, and is supported based upon the specific device. Once the input has been validated, the configuration management service issues commands to the database manager (updating the configuration), the real time engine (updating any driver configuration information), and updates the audit trail service. All of the remaining services update their configuration using the Oracle replication function.

ONSITE Audit Trail Service

The *ONSITE* audit trail service is used for recording all configuration changes that occur within the *ONSITE* system. The audit trail function insures that a record of all database changes, are identified as to when the change was made and who made the change. The *ONSITE* audit trail is linked to every point in the system and provides a historical listing of all changes to the point since the system was installed. The audit trail function keeps track of all configuration information including scaling, alarming, type of polling, and filtering.

ONSITE Data Feed Service

ONSITE is designed to support the concept of minimized load on the network. With this design approach, *ONSITE* has implemented a data feed service function. This service accepts requests from client devices (operator screens) for data. When a screen is first rendered, the client sends a request to the *ONSITE* data feed service to provide the requested data. With this request a socket is opened and the data feed service starts shipping the data to the client. The points of interest to the specific client are entered into the *ONSITE* real time engine and whenever the point that is being displayed on the specific client changes state or exceeds a deadband, the real time engine sends a packet to the specific client through the data feed service. If the client closes the specific screen, the socket is closed and the data feed service clears the data feed request from the real time engine and stops forwarding the data requests to the client. There are no limits to the number of active client requests that are being processed nor is there are limit as to the number of points on the screen that can be updated.

ONSITE Client

The *ONSITE* client is a combination of various programs that are used to interact with *ONSITE*. The *ONSITE* client has a number of unique features not typically found in SCADA systems. In particular the *ONSITE* client supports:

- Card reader / badge identification – two form authentication.
- Ability to fully control access to the workstation (typically the Windows workstation has all of its administration keys and USB ports disabled, and upon boot up, *ONSITE* client assumes control).
- Ability to concurrently access data from multiple servers (reduces latency and provides redundancy).
- Ability to assign operational authority by user name / password and workstation ID.
- Operates on both low-speed as well as high-speed networks.
- Has all screens stored locally and provides the ability to automatically update the graphical screen templates.
- All *ONSITE* clients have the ability to operate as an engineering workstation or as an operator workstation (functionality is based upon user authority), so there is no additional licensing cost for engineering workstation functionality.

The *ONSITE* client is provided in multiple formats: a client installed on each *ONSITE* workstation or laptop with direct connections to *ONSITE* and is referred to as a thick client. The thick client has all of the software loaded onto the workstation to provide direct access to *ONSITE*. There are no limitations associated with the number of thick clients.

The second form of the client is one that operates using a central client service. In this model, any workstation, laptop, tablet or even cell phone running a browser can connect to *ONSITE*. Systems Integrated refers to this type of connection as a thin client. In the thin client environment an *ONSITE* client browser is activated that allows a number of clients to concurrently access *ONSITE*. The number of concurrent clients is accomplished via licensing. There are no limitations to the number of thin clients that are supported within *ONSITE*.

The major difference between the thin client and thick client can be seen when a client is interfacing with a number of *ONSITE* locations concurrently. When connected as a thick client, the workstation will concurrently communicate with as many locations as required to obtain the data for display, while in the thin client model, all connections to multiple locations are done through the thin client service at one location. These connections in the thin client adds between 100 and 200 milliseconds latency.

ONSITE® SCADA Feature Summary

The following is a generic summary of the functionality of the *ONSITE* solution.

SOFTWARE FEATURES

Data Acquisition Subsystem

Redundancy Methods

ONSITE is designed using one server to perform all of the functions. This approach means that there is a primary server that collects the field data and re-distributes this information to all of the other servers in the system. There is no limit to the number of servers, or the location of the servers with respect to each other. Of particular importance is the method of maintaining the historical data. For example, if the primary server has failed over to the first secondary server, and the secondary server is in another building or facility that is communicating over a slow speed network, when the primary server becomes active the re-synchronization will take into account the speed of the interconnecting network and throttle the synchronization of the historical data to insure, that while the re-synchronization is performed, there is still sufficient bandwidth to allow the normal SCADA functionality to continue to operate.

The *ONSITE* SCADA software doesn't have a separate I/O server - instead the primary SCADA server collects the field data and, in real time, passes the data to all of the redundant servers. This

approach accomplishes a number of things, but most importantly, it minimizes the bandwidth that is consumed keeping servers updated. There are two replication processes: the first is to replicate the real time, in memory database, and the second is to keep the long-term historical database synchronized. The primary server maintains internal queuing buffers to insure that no historical, alarm or audit trail data is lost. If the primary server cannot communicate with one or more of the secondary servers, queuing is implemented to allow re-synchronization to occur. As each server has all of the field driver communications built in, so there is no response time lag as is normally the case when there is an I/O server that is used to supply the information to the primary and secondary servers. The *ONSITE* approach insures that there is no latency introduced by having a two-step process.

Scan Frequency Management

ONSITE supports polling; polled report by exception, and unsolicited report by exception. In the polling mode, each point in the system and each device in the system can have a unique polling interval. While polling is supported it is not a preferred method of acquiring data. The primary reason is due to the overall processing and bandwidth requirements of the SCADA system that is impacted by the number of points in the system. Unsolicited report by exception provides the most efficient utilization of processor and bandwidth as the server passively accepts change of state or dead band reporting from field devices. While in unsolicited report by exception mode of operation, there is a confidence scan that is periodically issued to each field device to insure that the real time data is reporting accurately. The confidence scan process can be accomplished either on a fixed time basis (configurable) or on a watchdog timer basis (i.e. timer will perform a confidence scan based upon not receiving any data from a field device for a configurable period) or a combination of both.

The polling scan interval is programmable down to continuously, and has a granularity of 10 milliseconds. The report by exception data collection supports field buffering (this means that the field device can determine that a point needs to be reported, then holds the message for a specified time to concatenate the various reporting points to send in a single message). When in the report by exception mode of operation, two times are maintained in the *ONSITE* system: one from the field device (if so programmed) and one when the data is received by *ONSITE*. This approach allows the field devices to provide a uniform time stamping to the nearest millisecond and all delays associated with transmission time of buffering is ignored.

Data Quality Flagging Capability, and Audit Trail

All data provided from the field device is tagged with a data quality bit. If there is a loss in communications to the field device, all of the points associated with that device are automatically tagged as invalid and the last valid data value is reported. The data is again reported when it becomes valid. This results in a positive time stamp - when the data went invalid, as well as when it went valid.

Each point in the system can be active or manual. The manual function allows a point in the field that is bad to be overwritten by the user. When the user places the point in manual and places it back in automatic, *ONSITE* logs the action (reflecting who and when it was done).

Each time a data point is received (assuming unsolicited report by exception), an audit trail entry is made. This allows for sequence of event evaluation to be performed using the log viewer. *ONSITE* stores the historical data using the time stamp from the field device, resulting in an overall system accuracy of 1 millisecond and the overall jitter of the system to be in the range of .1 milliseconds.

Generally, audit trailing is done under the following conditions:

- When a point is placed in automatic or manual mode
- When a dead band is exceeded

- When a digital point changes state
- When a point becomes valid or invalid
- Every action taken by the operator or engineer changing any component in the system
- Whenever any process is started or stopped
- Whenever there is a change of state of the remote device or point

Integrated Databases (Integrated with PLC Hardware)

ONSITE supports a remote framework structure that if implemented, provides the ability to have a fully integrated database. The same tag name used in *ONSITE* is directly configured into the PLC and *ONSITE* supports the ability to download the SCADA tag name into the PLC.

In addition, *ONSITE* supports a direct interface with Systems Integrated's SITEVIEW® node, which is a Programmable Automation Controller (PAC) and has a fully integrated database between the *ONSITE* server and the SITEVIEW® node PAC.

Field Controller Data Buffering & Subsequent Data Uploads - Communication Outages

ONSITE is designed to support the ability of remote devices to buffer data and automatically backfill the historical database. This functionality is supported using a number of PLC constructs (AB, GE, Siemens, and Systems Integrated's SITEVIEW® PAC) as well as other protocols such as DNP. If the remote framework is implemented, the field devices that have stored data will be passed back to *ONSITE*. The *ONSITE* framework supports data throttling to insure that there isn't a bandwidth saturation when communications are restored. Using the *ONSITE* framework, a guaranty of no loss of data will occur due to a communications outage (subject to the memory limitations within the field device).

Field Controller Interfaces

General Methods for Polling PLCs and RTUs

PLCs are typically configured to communicate using their native protocol. Using these protocols, data can be sent to the *ONSITE* server using peer to peer communications which can be either a push or a pull. *ONSITE* additionally supports a framework that can be installed in the field PLCs which allows this functionality to occur automatically and provides unsolicited report by exception from the PLC to *ONSITE*. This same framework allows direct PLC to PLC communications that can be dynamically activated and configured (including the IP address of the remote PLC) automatically within *ONSITE*.

Remote Terminal Units (RTUs) typically support higher level protocols such as DNP 3.0 or IEC61850. These protocols allow the SCADA server to perform both solicited report by exception as well as unsolicited report by exception. *ONSITE* has a complete set of native drivers that talk to these protocols directly. When using the various RTU protocols buffering is automatically provided and is fully supported by *ONSITE*. This means if there is a short term communications outage all of the change of state and dead band *ONSITE* reporting would be captured and placed correctly into the historical database.

Support for DNP3 Protocols

ONSITE has a native DNP 3.0 serial and Ethernet drivers.

List DNP3 Certification Level for Current Software Release

ONSITE's DNP driver is certified under Rev 2.7 (2016).

Historical Data Subsystems

Database Type

ONSITE uses an Oracle relational database for both the historical and configuration data storage. *ONSITE* also supports a direct interface to the PI database (OSIsoft is the manufacturer of the PI database). The Oracle database is built into *ONSITE* and is provided as a standard part of the *ONSITE* package. No additional servers or licenses are required for the database.

ONSITE supports the ability to store all data. There is no cost to storing all the digital and analog data (all time stamped). This allows complete sequence of event analysis and root cause analysis.

Replication Capabilities

ONSITE has two levels of replication: real time and historical. For the real time, in memory databases are replicated using a peer to peer communications infrastructure. This replication doesn't store the historical data but rather provides this data in a real time format so that all of the servers retain a fresh database with a minimum impact on the network bandwidth.

Oracle replication is used for all configuration and historical changes. Oracle provides, as part of its standard product, N by N replication. This means that it has the ability to provide full replication and associated queuing for all of the historical and configuration data. Further, Oracle provides the ability to fully validate that all transactions are complete and a failure during a synchronization process will not invalidate the database.

For all log files and event recording, in addition to the Oracle database, there are also queuing files that are managed by *ONSITE* to insure that the operator can always review the audit files, alarm files and the log files associated with the system.

Long-Term Data Storage

Long-term data storage is accomplished using Oracle. *ONSITE* supports a number of roll off / roll on tools to allow historical data to be archived. However, it is recommended that the historical data be stored not by sampling rate but by report by exception. *ONSITE* supports the ability to poll the filed data, then evaluate the data value just scanned to determine if it has change state (digital) or if it has exceeded a dead band (analog data). With this approach, a 100,000 data point system can be stored for 20 years using a 5 Terabyte RAID array. Today, with the available low cost storage, the requirement for data roll off because of disc space limitations is all but eliminated. A RAID disc array system is mandatory for any current SCADA system, which allows the historical data to be archived and backed up. Additionally, if there is a redundant server associated with the system, there is the ability to automatically and transparently ensure that the historical database is available for the entire lifetime of the system.

Redundancy Methodology

All historical redundancy is performed as "first in last out". This means that if there is a period that two servers are not in communication, when communications is restored, the historical data is replicated from the newest to the oldest. Further, *ONSITE* is designed to throttle the replication process to insure that the newest data is available first.

For server to server redundancy, the redundancy is completed at a server to server level. This means that there is only one server ever accessing the field data. The active server reacts to changes in the field data in its real time database - the results of this processing is forwarded to the other servers. This approach allows the primary server to process the real time data and send only data that has changed to the other standby servers. This is significant as compared to other SCADA systems that require I/O servers, which collect the data from the field, then transmit it to each redundant SCADA

server, and results in 100% of the field data being sent from I/O server to the primary and all of the redundant SCADA servers. From a network bandwidth prospective, the concept of redundant I/O servers and redundant SCADA servers significantly impacts both the reliability of the overall system (more equipment) and overall network congestion.

Data Collection Frequency Configuration

The *ONSITE* system supports field report by exception, as well as, at the SCADA system report by exception. This means that if *ONSITE* is polling a field device, for each point it can be preprocessed by *ONSITE* to only save the data when it has exceeded a specific dead band or changed state. *ONSITE* also supports the ability to have two dead bands (one for historical data and one for display data) to allow finer resolution data to be displayed on the screen while only storing significant data on the historical data files. When *ONSITE* is in a polling mode, the real time data is what has actually been polled while the historical data would reflect by point, a filtering process to minimize the historical data that is "in the noise".

The historical data collection frequency and configuration is done on a point by point basis and is independent of the method the data is collected from the field.

Methods to Access Historical Data

All of the historical data is available directly using a number of built in trending functions (*ONSITE* supports the ability to trend either analog or digital data). By using these trending functions any of the historical data can be accessed. The trend package allows all of the data that is presented to be converted into an Excel spreadsheet by using the *ONSITE* trend, cut and paste functionality. This means that any ad hoc queries can be accomplished by placing the cursor on the point of interest on any graphics screen; right clicking the point activates a trend for the period of interest, then clicking on the convert button in the trend screen, the trend data becomes available in a spreadsheet format. Highlighting the spreadsheet; pressing the copy button; then placing the cursor onto an Excel spreadsheet, and pressing paste, will provide all of the data requested. There are no limits to the size of the requests. This is the simplest form of data extraction and evaluation.

As the historical data is stored in Oracle, all of the standard SQL commands are supported. These commands are supported directly within *ONSITE*, which means that the scripted command can be executed with the resultant data displayed.

ONSITE also supports a number of built in reporting functions using Excel and associated Excel *ONSITE* plugin.

Built-In Reporting Capabilities

The system supports the ability to create both real time and historical data reports using Excel and the associated Excel *ONSITE* plugin. Using the plug in, the tag names of interest are inserted into Excel cells, then the Excel spreadsheet will automatically be populated by *ONSITE*. *ONSITE* also supports a scheduling functionality to allow periodic reports to be generated automatically. For example, if there was a requirement to see the total water usage in a 24 hour period, the Excel report would be generated to collect the data and could be scheduled automatically. Using the Excel feature, you can create an Excel spreadsheet that specifies the time frame for collecting the information and presenting it on the Excel spreadsheet. The data displayed on the Excel spreadsheet can be automatically saved in *ONSITE* for retrieval at a later time.

The Excel spreadsheet can also be used to create a real time dashboard for display of information that may be of interest for employees that should not have access to the SCADA system but want to see this data. In this environment, a Data Diode interface would be used to allow a computer,

outside the SCADA system, the ability to query the data point and get the data. The Data Diode would prevent any ability to write or change any data points.

Access to API

ONSITE supports a number of APIs, including a scripting language that allows automatic interaction with the database and the ability to control field processes. These API's are typically used to create a sequencing process that involves a number of remote devices. There are also API's that directly support C, C+, C++ programing. These allow *ONSITE* to be used to provide further complex, multipoint processing when there are a number of non-compatible field devices that need to interact to accomplish a specific functionality. The API's can operate on the server or on a dedicated communications node.

HMI Considerations – Configuration

Hydroelectric Toolkit or Symbol Set Availability

There is a complete set of symbols normally used in the hydroelectric industry including pumps, valves, pipes, generators, indicators and sensors provided with the *ONSITE* graphics system, DataViews®. In addition, *ONSITE* provides the ability to create new library symbols and elements by creating drawings and sub-drawings. *ONSITE* provides the ability to create subdrawings that pass down dynamic tag names to allow one screen to be used for multiple sites by supporting wildcard references within the tag name. Using this wildcard reference concept, one generic generator screen can be created that will support any hydro plant site. For example, one graphics screen could be built that describes a generic hydroelectric power plant with up to 4 Francis Turbines. Each Francis Turbine is created on its own subdrawing, which would have an element that would hide or unhide the Turbine. For a power plant with one turbine, three of the other turbines would be hidden (i.e. not be visible on the screen). All of the piping would use this same information (number of pumps in the power plant to correctly show the turbine(s) and interconnect piping through the dam or penstock). As the subdrawings support tag name substitution (using the wild card option), the exact same hydro plant drawing can be used by just passing the name of the site (the wild card) to the drawing when it is invoked. As *ONSITE* supports the ability to provide placeholders (wild cards) as part of the tag name, when the screen is rendered, it automatically creates the tag name that uniquely identifies the power plant, the number of turbines and all of the attributes for each turbine. This is just one of many features of the graphic editor included in *ONSITE*. This is significant as it allows a very high level of reuse of graphical rendering and reduces the overall time for implementation of graphics for the system.

Situational Awareness HMI Toolkit Availability

ONSITE provides the ability of running the graphics editor from any *ONSITE* client. There are no restrictions regarding how many engineering workstations are provided with the system. *ONSITE* supports the ability to limit the accessibility to the graphics editor functionality by user name, password and client workstation.

HMI Security Capabilities (Areas of Responsibility, Access Control via Login, Granularity, etc.)

Area of responsibility is assigned when the user logs in. The login consists of a user name, password and terminal that is be used to access the system. The login name and password can be up to 40 characters long and there is no limit to the number of login names in the system. For each login name there are a number of attributes that can be attributed either to the user, or to the user and the login terminal. For example, the screens that are normally used to control the function are fully active for the operator when logged into the operator workstation inside the control room. If the same operator, using the same user name / password were to login to the system at another workstation not in the control room, the operator could be restricted to a read only screen. *ONSITE* is fully

compliant with all of the DOD security requirements for user login including requiring the user name/ password be a certain minimum number of characters including upper, lower characters, numbers and special characters. *ONSITE* also supports badge readers either on the keyboard or RFID readers located by the computer to support two form authentication.

ONSITE's implementation of area of responsibility allows each point in the database to be assigned to multiple areas of responsibilities. User logins are then assigned to these areas of responsibilities based upon the user configuration. For example, there can be an area of responsibility called generator room. For those users that are only allowed to operate the generator they would be able to access any of the screens in the system but they would only be able to control the generator points. Typically, the area of responsibility is used to segment a variety of different type of functions. For example, in a power plant, a user may have one area of responsibility associated with a switchyard and another for the generators. By using the *ONSITE* login features, coupled with the area of responsibility features, an operator's access can be controlled and defined by where the operator is located.

Graphics Conversion to Web Format / Support for HTML5

Web support is provided by an add-on product called Graphon/Go-Global. This product converts the *ONSITE* graphics to be presented as an HTML5 presentation.

HMI Considerations – Architecture

Thick Client Capabilities

ONSITE supports both a thick client and a thin client. For the thick client, the client software residing on the PC is licensed for that PC. If the PC is replaced, the licensing is reassigned to a new PC.

Thin Client Methodology

Thin client supports the concept of a pool of licenses. These licenses are not assigned to a PC. The number of licenses in the pool determines the number of active users that can be active on the system. License management is accomplished inside the *ONSITE* server. When the user logs in, the license is assigned. When the user logs out, the license is released back into the pool.

Support of Replication into DMZ

This functionality is built into *ONSITE*. With the use of Oracle, replication is active for the server in the DMZ but the server in the DMZ is not allowed to change data: this allows users in the DMZ to access any of the historical data for whatever purpose. Additionally, an *ONSITE* user logging into the *ONSITE* server in the DMZ would be able to access any data but would not be able change any data.

Portable Device Interface Support for both Control and Monitoring

ONSITE supports Windows and Linux based clients. This means that the *ONSITE* client will operate on any Linux based (Android or IOS) type device - it has been optimized for operation on a Windows based workstation or tablet.

Trending Interface

ONSITE supports the ability to fully trend any point within the system. When a trend is rendered there is a cross cursor presented that allows the user to navigate across the trend. As the cross moves across the screen all of the values at the cursor point are presented. The values presented are: time; tag name of each point, and the value at that point in time. Any data presented on any trend can be converted to a spreadsheet by pressing the spreadsheet icon on the top of the trend. This immediately converts the trend to a spreadsheet with time on the left and the values for each trend point at each sample time. In addition to the value of the point, the validity status is provided. By

highlighting the table, and using the cut tool, the data can be directly pasted into an Excel spreadsheet.

The trend tool is directly accessible from any *ONSITE* graphical screen and has the ability to trend both analog and digital data. Once a trend is presented the operator has the ability, using the icons at the top of the trend page, to:

- Add additional points (up to 16 points can be presented on trend at any time)
- Change time range
- Change the scaling by point or the entire trend
- Specify that specific points are digital and are to be presented by stacking (i.e. each digital point is present so that they don't overlay)
- Change the presentation of each trend (color, trend identifiers, line thickness)
- Present all of the points on the screen at one time or just one point. This is done by right clicking the trend point (listed on the bottom of the screen). Clicking it once presents only that point, clicking the point again restores the trend to show all of the points.
- Name and store the trend for later redisplay or to create customized trends.

There are three types of trends: real time, historical and minimum / maximum / average. Real time is a trend that is started when selected and presents the data, and is updated as new data is received in the SCADA system. Historical data allows direct access to all of the historical data associated with the point. Using this type of trend the user can specify the interval of interest (or can set it up to show the historical trend up to real time then update the trend as new data is received).

Min/Max/Average provides the three values for any time period specified. The Min/Max/Average functionality is configurable for the reporting period (default is 15 minutes) and presents three values for each reporting period. This function is normally for usage information. Typically, a user would specify the time period of interest, and by moving the cursor across the trend, find the peak value for the time frame selected. As this is a standard feature of all of the historical data, this information can also be incorporated into an Excel spreadsheet to automatically determine the peak flow, power consumption, demand, etc. for any period of time. One of the uses for this function in hydroelectric power plant applications is to determine the peak flow of water through the facility. By looking at the time between the min and max the total amount of water can be calculated.

To trend any point, from any *ONSITE* screen, left click on the point and in the pop down window, select the trend option. The trend interface will present the trend of the point for a one hour period. The user can change any of the parameters by using the icons at the top of the trend screen.

Web Links Support

ONSITE's graphical interface permits direct Web Link support to allow a graphical screen to start up another process or screen. The process can be started in a separate window or incorporated into the existing *ONSITE* graphical screen.

Access Control Based On User Credentials

ONSITE supports access control and the ability to define the capabilities of a user based upon the user name / password and the display workstation that is being logged into (see HMI Security Capabilities above).

Single Sign-On (SSO) Support

ONSITE has been designed to be able to provide both Single Sign-On (SSO) and two form authentication. For most environments where the Windows client interface is provided, Windows is locked down to restrict any access and all of the login functionality is done via *ONSITE*. *ONSITE* is

configured to support automatic log off and the type of authentication (user name / password, or badge and password, or username, badge and password). Whenever the Windows workstation is powered up, *ONSITE* takes full control of the PC to insure that only authenticated users are allowed to log on to the PC. *ONSITE* supports two forms of this login functionality: the first is a generic Windows login that is never exposed, and when the workstation is powered up, *ONSITE* takes control of the workstation. The second is for *ONSITE* to use the Windows authentication as the basis for assignment of user privileges.

General System Architecture

Support for Virtualization

ONSITE is designed to be fully virtualized - this includes both the server and client. In an *ONSITE* implementation, one of the values of having the client also virtualized is the ability to perform client upgrades by just turning on a newer version of the client on the workstation / laptop. This allows the update process to be fully seamless from the users perspective, and if there is a problem with the upgrade, the earlier version of the client is available.

While virtualization is supported, for the servers, it is recommended that each server (of a redundant pair) be virtualized onto a different hardware platform. Also, it is recommend that as part of the virtualization process that the RAID array storage device be made available to all of the hardware platforms. The value on making the redundant RAID array accessible to both server platforms, is that the historical data can be duplicated on the redundant RAID array.

Approach to Redundancy

Redundancy is an important part of any SCADA system and Systems Integrated's redundancy approach is to provide redundancy in a distributed manner. *ONSITE* is designed to support the concept of one server supports all of the functionality. This means an *ONSITE* system does not have a separate I/O server or a separate historian. All of these functionalities operate as one seamless system.

One of the major advantages of this approach is the ability to better control cybersecurity. Whenever there are multiple servers acting in concert to accomplish the SCADA functionality there is a cyber vulnerability. For example, in many SCADA systems, the primary interface between the SCADA server and the I/O server is to use OPC. This allows the SCADA vendor to offer a number drivers without investing the time to create and debug these drivers. However, if OPC is used as the primary interface to access all of the I/O of the SCADA system, the OPC interface introduces cyber vulnerabilities within the system. There is currently no security protocols in place with standard OPC to protect the SCADA system, thus using OPC introduces cyber vulnerabilities. Other SCADA vendors use third party drivers (like RSlinks) to interface to specific PLCs, however the RSlinks also introduces cyber vulnerability.

For systems that use *ONSITE*, it is recommend that the SCADA server be located on its own physical server (using VM). Second, consideration should be given to not install the servers in the same room or even in the same facility (as a protection against catastrophic physical events). *ONSITE* is unique in its ability to allow servers to be either co-located or remotely located and function seamlessly. In the remote installation environment, *ONSITE* will automatically throttle the recovery process to minimize the down time and insure that during the recovery / resyncing process, the network is not flooded with historical data (see historical data subsystems for more information regarding redundancy). *ONSITE* has no restrictions regarding recovery, response time or any limitations associated with remotely locating the servers. There should also be consideration to both the power source and redundant power sources and AC in order to insure that the servers remain operational. Finally in environments where the servers are remote from each other, a redundant communications

infrastructure should be addressed to insure that even if there is a communications failure, the SCADA system can continue to operate.

Another approach using *ONSITE* would be to provide a total of four (4) servers rather than the traditional two (2): this would allow the primary and first redundant server to be placed on the same machine, and the second and third servers on a separate machine located in another facility. This approach allows a failover to the redundant server for a software upgrade (normally Systems Integrated recommends installing a new VM of the upgraded server, then switching VM's), once the new primary server appears operational then switch back to it. Repeat the process for the first secondary server but do not upgrade the additional servers until sufficient time has elapsed to insure that the upgrade is working correctly. Once that is completed, then upgrade the new VM to the 3rd and 4th redundant servers.

Support for Geographic Separation of Redundant Servers

As discussed in *ONSITE redundancy*, there are no distance limitations and it is recommended that the servers be remoted.

Virtual Applications Running on Separate Servers

The *ONSITE* client is developed using Systems Integrated's DataViews®. DataViews® is a product that supports the ability to virtualize multiple client applications concurrently. The *ONSITE* client is specifically designed to provide each application (graphics, trends, alarm presentation, audit trail review, log viewer functionality and configuration functionality) to operate on their own threads. This means that on a client workstation, there is the ability to have multiple graphical screens, trends and other functions active concurrently with each instance of any application to be concurrently operated. This approach provides the ability for the operator to concurrently control the operation of the plant, do historical data trending and review an audit trail without impacting the operation of any of the client functions.

At the server level, the same distribution functionality is available. *ONSITE* can be configured to allow multiple instances of an interface (for example historical query) to operate concurrently. At the server level, if a user is doing a large historical data queue it will not impact a queue from another operator (in other words there is no single threading of any applications of the server) and typically the network bandwidth between each client and the server is the only limitation to the responsiveness of the client.

Load Balancing Capabilities Across Multiple Servers

ONSITE supports server load sharing using VM. This functionally is better within a Linux environment, however *ONSITE* will support load sharing in a Windows environment as well. While *ONSITE* operates on either a Windows or Linux operating environment, it has been found that Linux based systems require fewer reboots per year than Windows based system. In the installed base of *ONSITE*, we have found that a Windows server has an up time of 30 to 45 days while the Linux server has an uptime of several years.

Alarm Management

Alarm Priority Capability

ONSITE provides a complete alarm processing capability built in the server application. There are a total of 128 levels of alarm prioritization, however in most applications it has been observed that three or four levels of alarm processing is all that is used. Alarm processing is customized for each point in the system. For each point:

- It can be configured and optionally allow *ONSITE* to raise the priority if the alarm is not acknowledged within a specific period of time.

- It has the ability to do alarm escalation.
- Points that continually go in and out of alarm, can be temporary blocked (blocked alarm reporting is provided and an audit trail of the alarm blocking is provided).
- Point alarm filtering is available to require that a point:
  - Be on for a specific period of time before the alarm will occur.
  - Exceed a rate of change.
  - Hysteresis.
- Alarm is only active during certain periods of the day.
- Can be assigned to a specific machine group.

Alarm Grouping / Sorting Capability

ONSITE supports the ability to group alarms by area of responsibility and machine group. Machine group provides a further refinement to area of responsibility and is typically used to allow alarm processing to occur under different operating conditions. For example, during the day there may be an operator in each of the plants so the alarm would be displayed on a local alarm annunciator and could go out to the local operator at the specific plant on his cell phone or pager. At night, when the facility is unmanned and there is one operator responsible for all of the facilities. Machine group allows all of the alarms from all of the plants to be re-directed to the one operator that is responsible for all of the facilities.

Method for Remote Alarm Notification

ONSITE has remote alarm notification functionality built in the product. The remote alarm notification can be delivered on a pager (using a Plain Old Telephone Service [POTS] line), or using the Internet. Cell phone SMS message using the Internet; email message using the Internet, or a recorded voice message played when a phone is answered (using a POTS line). All the different forms can be configured to occur concurrently, or escalated with time, and have the ability to call alternative response personnel in the event the system does not receive an acknowledgement. *ONSITE* also supports acknowledgement of an alarm using a phone.

Alarm and Event Historical Data Collection

All alarms are captured including the following events:

- Alarm active
- Alarm cleared
- Alarm acknowledged
- Alarm deleted (alarms can be configured to automatically be deleted after clearing and acknowledging or require specific operator action to delete the alarm).

The data for each event is time, tag name, description, type of message (active, cleared, etc.), and if acknowledged or deleted, who performed the acknowledgement / deletion.

Grouping is used for the processing of the alarm and filtering is normally used to locate the alarm. Filtering can be done by time period, device or piece of equipment, tag name, location, description, or type of event (active, cleared, etc.)

Alarm/Event Export Capabilities for Off-line Analysis

All of *ONSITE* reports are exportable using the cut and paste process described above, using a query function or using Excel.

Data Management

Dashboard Support

ONSITE supports a number of different methods to create dashboards. The easiest is to create a real time Excel spreadsheet showing the data and launching the spreadsheet, which will automatically be updated in real time. *ONSITE* also supports a number of API interfaces to allow third party software products to access the data, and finally an interface to the Oracle database.

Data Reporting – Preferred Approach

ONSITE supports a number of methods of reporting including supporting a number of third party reporting functions. The *ONSITE* Excel add-in allows the user to create many different reports using Excel, store these Excel reports as templates, and either launch the report manually or allow *ONSITE* to automatically schedule the report. When scheduled, Excel passes the required information to implement the specific report. In our experience, most of the regulatory reporting requirements can be accomplished using Excel as the reporting tool.

Data Access Methods (SOAP, ODBC, SQL, etc.)

All of the *ONSITE* data is stored in an Oracle database, which supports Simple Object Access Protocol (SOAP), Open Database Connectivity (ODBC), Structured Query Language (SQL), Extensible Markup Language (XML), Application Express (APEX), and many more.

Other Integration Modules

Oracle is one of the largest database manufactures in the US and there are numerous integration modules available from Oracle as well as other third parties to perform a variety of functions. For example, using ODBC Crystal Reports can directly interface with the historical database.

Security

Login / Tracking Capability

All actions associated with the *ONSITE* system are logged including user logins. The tracking functionality is provided in the log viewer that can be configured to provide all logins and logouts over a specific period of time or can provide all of the logins / logouts of a particular person.

Synchronization with Microsoft Active Directory

ONSITE will interface with active directory and allow an active directory login to be used for rights and privileges. However, this approach exposes the SCADA system to a number of external software components that are required to be functional in order to allow the operator to gain access to the SCADA system. It has been found that another approach to locking down the PC, is to only launch the *ONSITE* client at boot up - *ONSITE* provides a better form of security because any *ONSITE* user can be removed immediately without addressing any of the IT requirements to activate or deactivate an account.

Support for Areas of Responsibility / Areas of Control

At the HMI level, all of the privileges are determined by user name, password and location.

Support for Security Badge Login

ONSITE directly supports both chip based badge login as well as RFID tag login.

Remote Access Security

ONSITE allows remote access using a VPN connection, and supports Go-Global. Go-Global provides a secure remote access interface that performs a number of validations to allow access. Remote users access the *ONSITE* system through a Go-Global interface using a web browser.

Two Factor Authentication Methods / Support

ONSITE meets all of the DOD authentication methods including two factor authentication.

General Considerations

Licensing Model

ONSITE's licensing model is a simple cost model of providing the cost per server and the cost per workstation. The server includes all SCADA software, database and historian features. Redundancy is accomplished by adding a second server. *ONSITE* is not limited to the number of servers and does not require external servers for either I/O or history collection. The software can operate on either a Linux or Windows server platform. The pricing model is fixed, meaning that the server is a fixed price including an unlimited historian and unlimited tags.

License Administration Methods

The license administration is based upon a key assigned to each computer. If a computer fails the license is reissued. There are two types of client licensing models: one that assigns a license to a client computer and one that is a pool based model and allows up to a specified number of clients to be operational concurrently. The client model is either a thin client, thick client, or browser based.

Annual Support Agreement Model

There are multiple layers of support. At the simplest level there is an 800 number with call in support. This is available in either on a 5 days a week / 8 hours per day basis, or on a 7 days a week / 24 hours per day basis. The support is to address bugs or problems with the *ONSITE* software including the operating system and Oracle.

The next level is remote access 7 / 24 hour per week. At this level the support team not only addresses issues with the *ONSITE* software but also any issues with customer specific requirements that is limiting the operation of the system. This level of support is not normally offered by SCADA vendors, however Systems Integrated (SI) has found that most of the problems using the SCADA software is associated with the configuration and the interaction of the SCADA system to the field equipment. In this model, SI would provide both support for the underlying SCADA software as well as providing support for the interfaces to the field equipment and diagnosing the underlying problem. Additionally, with this level of support, report generation and direction on system backups are provided.

The third level of support includes both hardware and software, and provides for remote access for diagnosis of the problem, as well as, providing on-site support to repair hardware that has failed. At this level of support, trouble shooting is done for *ONSITE* as well as the field PLC code. This model would require that the network support remote access to the field devices. The integrator model that is used to support *ONSITE* provides first level support from the local integrator and then factory support (included in the price) to diagnose the root cause of the problem. This model has been highly accepted as it provides *ONSITE* users with the ability to have a layer of support to insure that there is "no finger pointing". With this level of support the users have direct access to factory personnel that will support both *ONSITE* related problems as well as field based issues. SI would maintain a spares inventory for use by the *ONSITE* customer and would either have the failed component replaced or repaired. The cost of the replacement / repair of the failed field component is not covered.

Any Required Proprietary Hardware / Proprietary Software

ONSITE operates on standard Linux and Windows operating system products and Oracle database software. There is no special proprietary hardware required. SI provides the source code to the end user of *ONSITE* and all of its components should there be an interest in internally maintaining the system. This is provided under license and has a non-disclosure requirement.

Other Features Specific to *ONSITE*® Software

List System Hardware Requirements

Server class PC for the server.

Highlight Ease of Use

Has the ability to support both local as well as remote interfaces. Same screens can be used in the field with a local *ONSITE* server (called a SITEVIEW® node). Using the SITEVIEW® node all screens that are developed can be used locally on the server or remotely in the field to display information from the entire system or locally. Even if the SCADA server is down or communications have failed, the SITEVIEW node provides HMI support.

ONSITE is provided in a VM install package that allows the SCADA system to be up in minutes.

For further information about Systems Integrated, *ONSITE*®, DataViews®, or SITEVIEW™ contact:

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KEYWEST NETWORKS

OR100 Series



MU-MIMO

Dedicated Radio for Management

Upto 650 Mbps Throughput

Hardware Encryption

IP67 Rating

Ease of Installation

Overview

KeyWest Networks radio architecture is designed specifically for the fast-pace wireless industry. These products can serve Point to Point and Point to Multipoint connectivity that deliver low latency, high uptime performance under dense RF environments, along with an added advantage of MU-MIMO technology, improved receiver sensitivity, beam forming and channel bonding for a better throughput.

Key Features

- MU-MIMO with up to 2 spatial streams for improved transmission speed and coverage that delivers high throughput of 650 Mbps
- Mobile app is used to install & debug the PTP/PTMP wireless links using a dedicated 2.4 GHz radio
- In-built GPS module to provide real time Geo-coordinates, helps in access point and subscriber synchronization
- Integrated Dying Gasp module triggers real-time alerts that enables hassle free troubleshooting
- Rugged outdoor IP67 housings protect against extreme temperatures
- Superior QoS with application aware traffic shaping capability
- KeyWest NMS enables scheduled firmware upgrades and auto provisioning of the radios
- Built in Advanced Spectrum Analyzer for estimation of interference for wireless link operation
- AES 128 / 256 Encryption and Radius Authentication provides the most secure outdoor wireless communication

Product Models	Part Numbers	Descriptions
APOR100	APOR100-B18	Outdoor AP with 18 dBi 60 degree sector antenna
	APOR100-X00	Outdoor AP with 2 N-Type connectors
	APOR100-C18	Outdoor AP with 18 dBi panel antenna
	APOR100-C23	Outdoor AP with 23 dBi panel antenna

Hardware

Chip set	Qualcomm IPQ4018, Quad-Core 717 MHz CPU, 4x ARM Cortex A7
Flash	32 MB
DRAM (DDR)	256 MB
GPS	On board GPS info via I2C,1PPS pulse
Dying Gasp	20ms (Max)
Thermal Sensor	Supported
PoE Injector	Passive PoE48V, 0.5A, Rated for 500 C, 6KV Surge Protection
On Side LEDs	Green colour LEDs (LED for RSSI and device status)
Ethernet Connector	Supported with LED indication (2 LEDs on RJ-45)
RF Surge protection	Supportred (6 KV) (For APOR100-X00 only)(Built in)
Enclosure Material	ROHS compliant (non-metallic)

Ethernet

Ethernet	1 x GbE Port
Speed	10/100/1000Mbps, Half/Full Duplex, Auto Negotiation
Power source	48V 0.5A
STP Cat5e Cable length	Max 130 meters
FTP Cat6 Cable length	Max 180 meters

Wireless

MIMO	2 X 2 :2		
Modulation Scheme	BSPK, QPSK, 16QAM, 64QAM, 256QAM		
Frequency Band	2.4 GHz Radio Management	4.9 GHz Public Safety	5.1 GHz - 5.925 GHz Broadband Connectivity
Channel Bandwidth	20 / 40 / 80 MHz		
Channel Spacing	5 MHz		
Max Transmit Power	Upto 26 dBm (Combined)		
Transmit Power Control	1 - 26 dB, in 1 dB steps. Automatic TPC with configurable EIRP limit		
Max. Throughput	Up to 650 Mbps (5 GHz)		

Antenna

Integrated	18 dBi 60 degree sector | 18 dBi panel antenna | 23 dBi panel antenna
External	2 N-Type connectors

Security

Encryption	AES 128 / 256
Authentication	Internal MAC Address Control List, Radius based Authentication

QoS

Asymmetric Bandwidth Control	Asymmetric UL/DL committed and maximum information rate per SU
Packet Classification Capabilities	802.1p priority, IPTOS, VLAN ID, IP addresses, ports, Ethernet addresses, IP protocol, and EtherType
Scheduling	Best Effort, Real Time Polling Services

Management

Remote	Telnet, SSH, Web, TFTP
SNMP	SNMP v1 / v2c / v3, RFC-1213, Private MIB

Network

Modes	Bridging, Routing
IP Stack	IPv4, IPv6
Gateway Features	DHCP Server, NAT, IP sec
VLAN	802.1Q: Management VLAN, Transparent, Access, Trunk, QinQ

Physical Specs

Models	APOR100-B18	APOR100-X00	APOR100-C18	APOR100-C23
Dimensions	371.3 x 371.3 x 101.5 mm	229.2 x 250 x 80 mm	229.2 x 250 x 80 mm	305.5x305.5x79.5mm
Weight	2.4 kgs / 5.48 lbs	1.2Kgs / 2.7 lbs	1.2Kgs / 2.7 lbs	1.68 kgs/3.7lbs

Environmental

Operating Temperature	Storage Temperature	Humidity & IP Rating	Wind loading
-20 to 65 °C	-50° to 70 °C (-58° to 158° F)	95% maximum Non-Condensing, IP67	180 kmph

Maximum Transmit Power (20/40 MHz)

2.4 GHz		5 GHz	
MCS0: 23 dBm	MCS8: 23 dBm	MCS0: 23 dBm	MCS8: 23 dBm
MCS1: 23 dBm	MCS9: 23 dBm	MCS1: 23 dBm	MCS9: 23 dBm
MCS2: 23 dBm	MCS10: 23 dBm	MCS2: 23 dBm	MCS10: 23 dBm
MCS3: 23 dBm	MCS11: 23 dBm	MCS3: 23 dBm	MCS11: 23 dBm
MCS4: 23 dBm	MCS12: 23 dBm	MCS4: 23 dBm	MCS12: 23 dBm
MCS5: 22 dBm	MCS13: 22 dBm	MCS5: 22 dBm	MCS13: 20 dBm
MCS6: 21 dBm	MCS14: 20 dBm	MCS6: 21 dBm	MCS14: 20 dBm
MCS7: 20 dBm	MCS15: 20 dBm	MCS7: 20 dBm	MCS15: 20 dBm

Receiver Sensitivity 20/40 MHz

2.4 GHz		5 GHz	
MCS0: -92 dBm	MCS8: -90 dBm	MCS0: -92 dBm	MCS8: -90 dBm
MCS1: -90 dBm	MCS9: -88 dBm	MCS1: -90 dBm	MCS9: -88 dBm
MCS2: -87 dBm	MCS10: -86 dBm	MCS2: -87 dBm	MCS10: -86 dBm
MCS3: -84 dBm	MCS11: -83 dBm	MCS3: -84 dBm	MCS11: -83 dBm
MCS4: -81 dBm	MCS12: -80 dBm	MCS4: -81 dBm	MCS12: -80 dBm
MCS5: -78 dBm	MCS13: -76 dBm	MCS5: -78 dBm	MCS13: -76 dBm
MCS6: -75 dBm	MCS14: -73 dBm	MCS6: -75 dBm	MCS14: -73 dBm
MCS7: -72 dBm	MCS15: -70 dBm	MCS7: -72 dBm	MCS15: -70 dBm

Package Contents

1 radio (APOR100-B18/ APOR100-X00/ APOR100-C18/ APOR100-C23)

1 PoE Adapter, Power Cable, Ethernet Cable, Grounding Cable

1 Pole Mounting Kit or Axis Mounting Kit (Based on the radio model) and Quick Installation Guide

Certification

FCC 90Y +15C & 15E (ANSI C63.10:2013) + (IEEE C95.1)

MTBF & Warranty

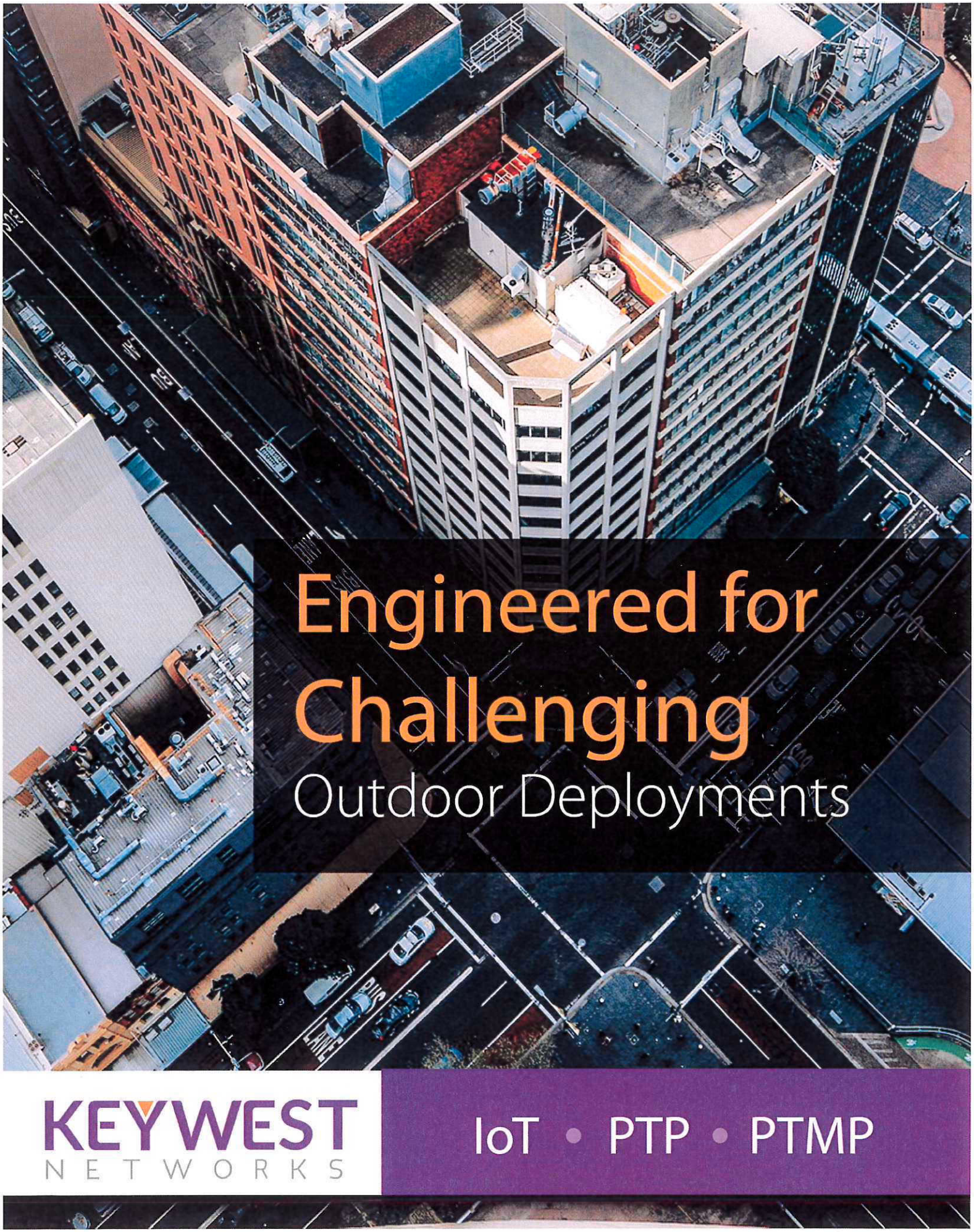
MTBF over 250 000 hours & 1-year warranty

Ordering Information

Part Number	Description
APOR100-B18	Outdoor AP with 18 dBi 60 degree sector antenna
APOR100-X00	Outdoor AP with 2 N-Type connectors
APOR100-C18	Outdoor AP with 18 dBi panel antenna
APOR100-C23	Outdoor AP with 23 dBi panel antenna

KEYWEST NETWORKS

San Jose, CA-95135 USA
sales@keywestnetworks.com


Engineered for
Challenging
Outdoor Deployments
KEYWEST
NETWORKS
IoT • PTP • PTMP

Overview

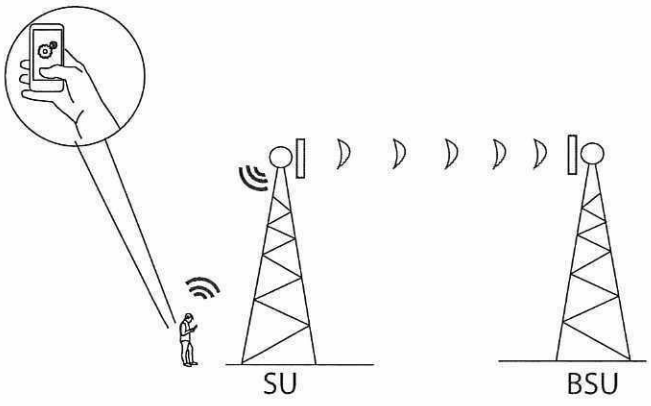
The KeyWest networks OR100 Series is the world class Point to Point and Point to Multipoint products. It has advanced 802.11ac and 802.11n technologies including MU-MIMO, beam forming and channel bonding to deliver the throughput and reliable coverage required by demanding business.

Enterprise Features

- 802.11ac and 802.11n MIMO with up to two spatial streams, built for voice and video
- Dedicated radio for ease of installation and debuging the PTP/ PTMP wireless links using mobile app.
- Centralized cloud management system
- Automatic Provisioning with template-based configuration
- Built in GPS module to provide realtime Geo-coordinates, helps in base station and subscriber synchronization
- Role-based administration and automatic, scheduled firmwareupgrades delivered over the web
- E-mail and text message alerts upon power loss, downtime, configuration changes, asset theft or loss

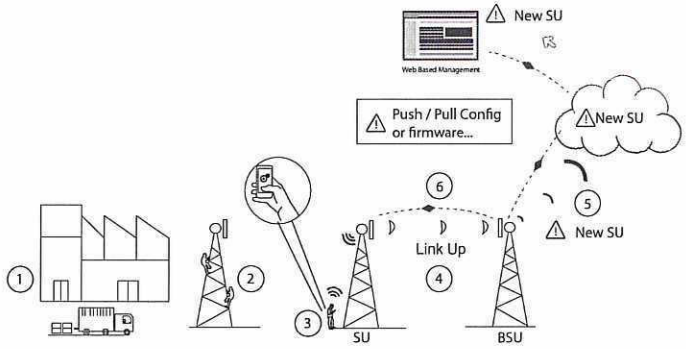
Mobile App Radio Tuning

Installation and radio tuning of a new manufactured device requires wired connectivity, which is not easy in all sites. To ease this problem, KeyWest radios supports dedicated 2.4 GHz radio with Smart Phone App. The App discovers, configures, tests, debugs and commissions the PtP/PtMP links.



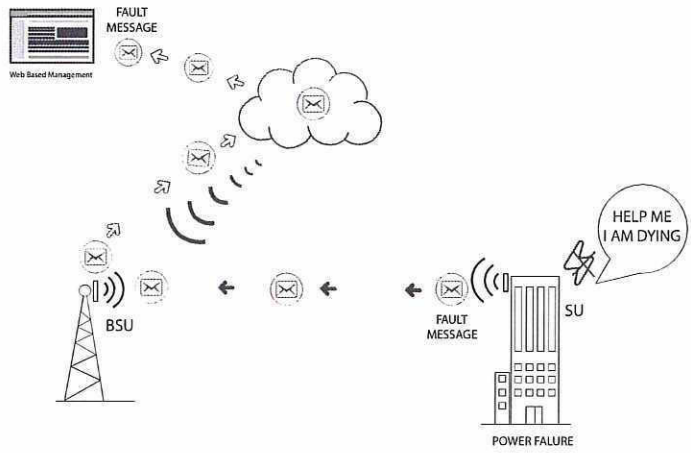
Auto Provisioning

It would be too time–consuming and impractical if each BSU/ SU had to be configured individually in a large scale wireless network deployments. Furthermore, most BSU/SU's in a deployment end up with essentially the same configuration, differing only in a few basic parameter such as operating frequency channel VLAN ID, device name. To increase efficiency and decrease total cost of ownership. centralised cloud management system enables Automatic Provisioning with template-based BSU/SU configuration.



Dying-Gasp

Network connectivity issues due to power failures in enterprise ISP deployments is the major problem leading to many service tickets from customers and time-consuming resolutions. To overcome this problem, KeyWest devices provides temporary back-up power supply with capacitor, that allows for a graceful shutdown and generate the dying-gasp message. These messages gives alerts/emails to the network technician and customer to rectify the issue.

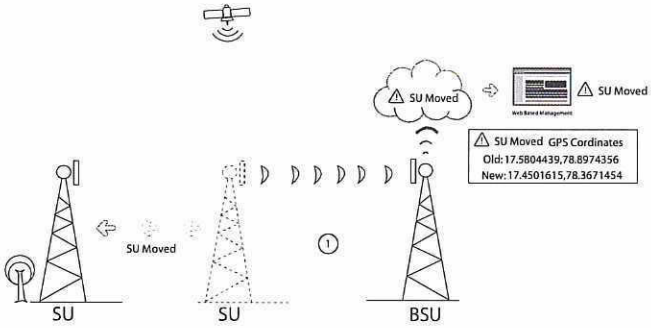


Typical Diagram of Dying - Gasp

GPS & Asset Tracking

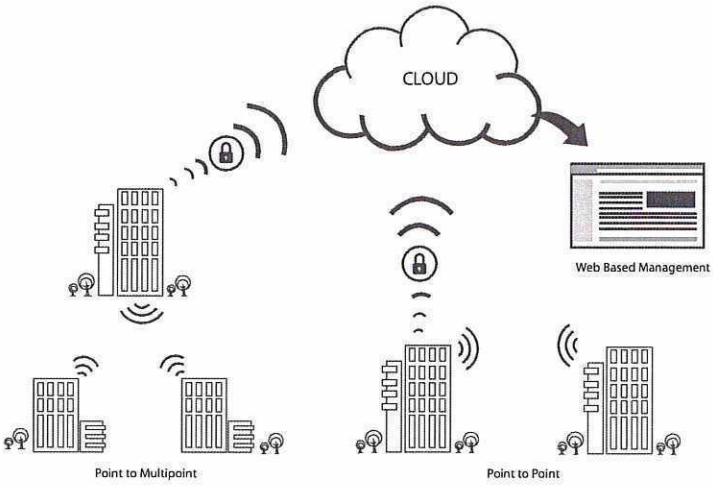
Asset Tracking is a way to keep track of a device's location using GPS coordinates

- Instantly pinpoint any device's real-time location
- View historical heat maps of where devices have been and how long they spent there
- Configure alerts for when devices enter or leave a location to reduce theft and loss



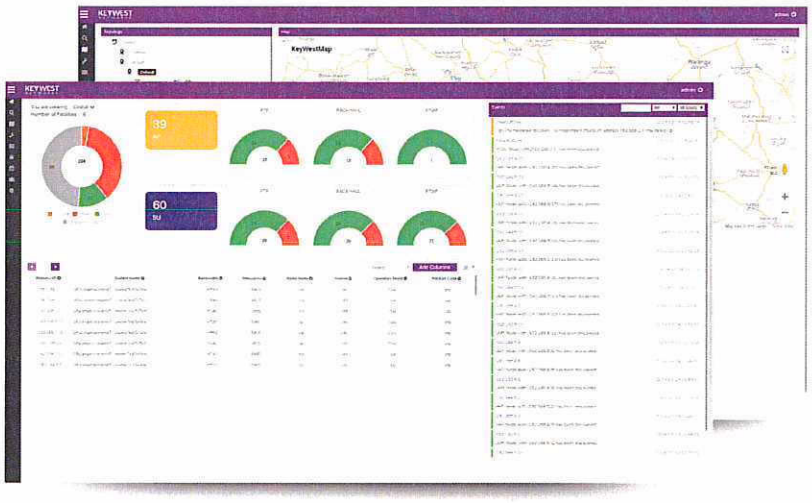
Centralized Cloud Management

Consistent configuration of the devices within your network is essential for maintaining an optimal performance and security posture. KeyWest Networks provides a centralweb-based management console to control Keywest devices. Device settings such as IP addresses or SSIDs can be centrally configured for individual devices or pushed to multiple devices. Configuration backups are kept in cloud to assist with replacement or recovery efforts. Device firmware updates can also be centrally managed and controlled, ensuring uniform policy enforcement and allowing you to take advantage of the latest features.



Keywest Network Management Architecture

Network Management System

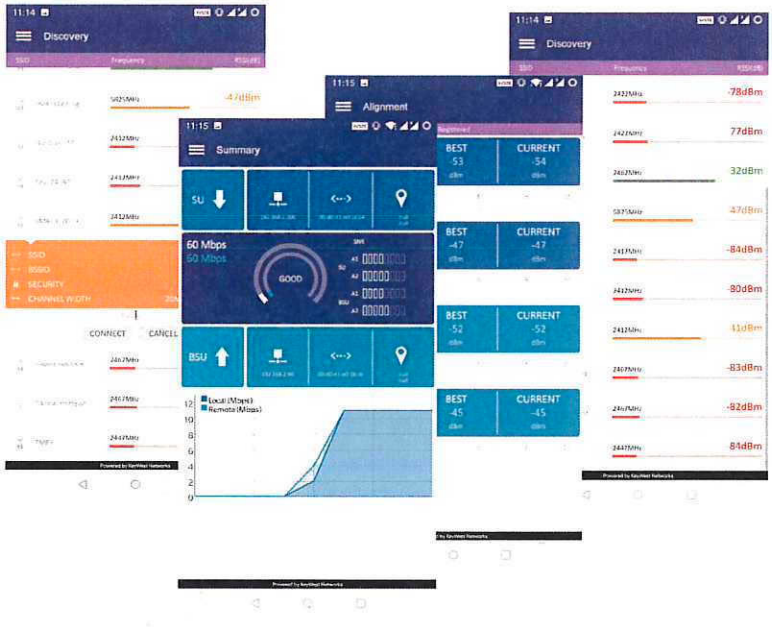


Overview

The KeyWest NMS enables service providers to manage all radio links in their network from centralised location. Service Providers can monitor and configure up to 20,000 radio links. KWNMS provides a full range of network surveillance, monitoring, configuration and fault management capabilities and gives users complete visibility and control over their network.

- Highly Available: It uses raid 10, network attached storage and active-passive cluster configuration
- Highly Scalable: Modular design that is scalable to manage upto 2,00,000 radios
- Extensible: Defines a rich set of REST API's for easy integration with north bound NMS, ticket generation and reporting tools
- Discovery: SNMP and ICMP based discovery continually adds radios on the network. Discovery also allows importing radios from a CSV file.
- Bulk Operations: All IP config, scheduled firmware with change in password and reboot can be done in bulk Keep firmware upto date – apply firmware upgrades in bulk to a set of radios
- Asset Tracking: The NMS shows all radios in the network that have been configured or currently unassigned
- Generate Reports and Tickets: we integrate with crystal reports and fusion R12 ticketing system to automatically generate tickets

Mobile App



Overview

Service providers and enterprises needs an easy and hassle-free installation and troubleshooting tools during Subscriber or CPE installations. KeyWest Smart-Phone App supported on Android platform provides different installer options to manage the new Subscriber installation. The Key features includes

- Discovers 2.4 GHz wireless networks
- Secure communication with KeyWest proprietary protocol
- Minimal configuration options to establish Subscriber wireless link
- Real Time SNR information during antenna alignment
- RF link performance testing using link test tool
- Diagnostics logs retrieval during troubleshooting

Typical Applications



Public Safety

Public Safety Broadband Applications With 4.9G Hz: The typical Applications in public safety include Voice Applications, Video Surveillance, Real Time Data Access, High data Connectivity. These applications require high bandwidth, low latency and secure broadband connectivity. The cost involved in delivering these demands on leased lines or wired solutions is very high. KeyWest OR100 Series radios offers cost effective, robust, secure and reliable communications on 4.9 GHz FCC Public Safety band in Point-to-Point and Point-to-MultiPoint deployments. Incorporates state of the art technology including MU-MIMO, beam forming and channel bonding features for higher link performance Uses Proprietary TDMA based wireless access protocol withLow latency (< 2ms), High Performance (Upto 650 Mbps), Reliable and secure (AES 128/256 - Hardware Encryption) data transfer, Supports advanced QoS with real time scheduler to support Voice & Video applications.

KeyWest OR100 delivers ultra-high capacity in 4.9 GHz with up to 650 Mbps per cell when using two 40 MHz channels. OR100 also enables deployment flexibility with multiband support (4.9GHz – 5.9GHz range) and is capable of providing outstanding uplink capacity (up to 90%) and SLA for video-centric applications.

Typical Applications



Broadband Connectivity

There is a growing need to deliver Internet services in rural environments, small towns, or even remote island groups where distance, natural barriers such as water, and population density make traditional wired infrastructure impractical. KeyWest point-to-point and point-to-multipoint products are designed to deliver cost-effective, high-speed Internet services in locations where wired infrastructure is substandard or not available. Whether you are a large telecommunications company or a small rural internet service provider, KW builds wireless solutions that deliver high availability, high throughput, and advanced provisioning options.

With decades of experience working to meet the needs of customers like you, our technology has been finely tuned to enable rapid deployment, flexible service offerings, and long service life to ensure fast time to revenue, and continued profitability. KeyWest point-to-point and point-to-multipoint broadband wireless radios deliver high capacity Ethernet and TDM services in various sub 4.9 – 5.9 GHz frequencies. These state-of-the-art wireless access devices offer a multitude of benefits, including:

- Multi-band operation in a single device
- Robust air interface with unique interference mitigation and N-LOS operation
- Quality of service (QoS) and per-subscriber SLA guarantees
- Optimal performance and high spectral efficiency in dense radio environments
- Continuous service in motion with bi-directional, uninterrupted broadband connectivity on the mov

Typical Applications



Transportation

KeyWest Networks radio solution is ideal for creating large city-wide or regional transport networks, in campus-style topologies or for the connectivity of distant company branches or warehouses. These types of broadband equipment are ideal for multi-site companies looking to improve efficiency and save costs by replacing legacy networking technologies or by moving away from traditional leased lines from their local operators.

KeyWest Radio solution for data transfer without interruption and video transmission in motion provides wireless services to passengers including streaming video services, video surveillance and security services between train, cars or vessels and data centre at the same time. KW solution offers powerful base stations that guarantee high capacity connectivity to vehicles and vessels in motion through ruggedized mobile units. Few highlights are

- High data capacity
- Flexibility in uplink and downlink i.e. support of asymmetrical and symmetrical services
- Support for IP and Ethernet with low jitter and latency
- Support for voice, video and data services
- Ease of network reconfiguration facilitating network adds, moves and changes
- Rapid provisioning of new services
- Rapid customer acquisition
- Asymmetric Throughput for Different Bandwidth Requirements

Product Models	Part Numbers	Descriptions
APOR100	APOR100-B18	Outdoor AP with 18 dBi 60 degree sector antenna
	APOR100-X00	Outdoor AP with 2 N-Type connectors
	APOR100-C18	Outdoor AP with 18 dBi panel antenna
	APOR100-C23	Outdoor AP with 23 dBi panel antenna

Hardware

Chip set	Qualcomm IPQ4018, Quad-Core 717 MHz CPU, 4x ARM Cortex A7
Memory	DDR 256 MB, Flash 32 MB
GPS	On board GPS info via I2C,1PPS pulse
Dying Gasp	20ms (Max)
Thermal Sensor	Supported
PoE Injector	Passive 48V, 0.5A, +50C, 6KV Surge Protection
On Side LEDs	Green colour LEDs
Ethernet Connector	Supported with LED indication (2 LEDs on RJ-45)
RF Surge protection	6 KV Built in for APOR100-X00 only
Enclosure Material	ROHS compliant (non-metallic)

Ethernet

Ethernet	1 x GbE Port, 6KV Surge Protection
Speed	10/100/1000 Mbps, Half/Full Duplex, Auto Negotiation
Power source	48V 0.5A
STP Cat5e Cable length	Max 130 meters
FTP Cat6 Cable length	Max 180 meters

Wireless

MIMO	2 X 2 :2		
Modulation Scheme	BSPK, QPSK, 16QAM, 64QAM, 256QAM		
Frequency Band	**4.9 GHz** Public Safety	**5.1 GHz - 5.925 GHz** Broadband Connectivity	**2.4 GHz** Radio Management
Channel Bandwidth	20 / 40 / 80 MHz		
Channel Spacing	5 MHz		
Max Transmit Power	Upto 26 dBm (Combined)		
Transmit Power Control	1 - 26 dB, in 1 dB steps. Automatic TPC with configurable EIRP limit		
Max. Throughput	Up to 650 Mbps		

Antenna

Integrated	18 dBi 60 degree sector | 18 dBi panel antenna | 23 dBi panel antenna
External	2 N-Type connectors

Security

Encryption	AES 128 / 256
Authentication	Internal MAC Address Control List, Radius based Authentication

QoS

Asymmetric Bandwidth Control	Asymmetric UL/DL committed and maximum information rate per SU
Packet Classification Capabilities	802.1p priority, IPTOS, VLAN ID, IP addresses, ports, Ethernet addresses, IP protocol, and EtherType
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Remote	Telnet, SSH, Web, TFTP
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Network

Modes	Bridging, Routing
IP Stack	IPv4, IPv6
Gateway Features	DHCP Server, NAT, IP sec
VLAN	802.1Q: Management VLAN, Transparent, Access, Trunk, QinQ

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-20 to +65 °C	-50° to +70 °C (-58° to 158° F)	95% maximum Non-Condensing, IP67	180 kmph

Maximum Transmit Power (20/40 MHz)

2.4 GHz		5 GHz	
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MCS1: 23 dBm	MCS9: 23 dBm	MCS1: 23 dBm	MCS9: 23 dBm
MCS2: 23 dBm	MCS10: 23 dBm	MCS2: 23 dBm	MCS10: 23 dBm
MCS3: 23 dBm	MCS11: 23 dBm	MCS3: 23 dBm	MCS11: 23 dBm
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MCS7: 20 dBm	MCS15: 20 dBm	MCS7: 20 dBm	MCS15: 20 dBm

Receiver Sensitivity 20/40 MHz

2.4 GHz		5 GHz	
MCS0: -92 dBm	MCS8: -90 dBm	MCS0: -92 dBm	MCS8: -90 dBm
MCS1: -90 dBm	MCS9: -88 dBm	MCS1: -90 dBm	MCS9: -88 dBm
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MCS5: -78 dBm	MCS13: -76 dBm	MCS5: -78 dBm	MCS13: -76 dBm
MCS6: -75 dBm	MCS14: -73 dBm	MCS6: -75 dBm	MCS14: -73 dBm
MCS7: -72 dBm	MCS15: -70 dBm	MCS7: -72 dBm	MCS15: -70 dBm

Package Contents

1 Radio

1 PoE Injector with AC Power Cable

1 Ethernet Cable Cat5e 1.5 mts

1 Grounding Cable 1.8 mts AWG10

1 Pole Mounting Kit or Axis Mounting Kit (Based on the radio model)

1 Quick Installation Guide

Certification

FCC: 47 CFR Part 90, Sections 90.1201 through 90.1217

FCC: 47 CFR Part 15, Subpart C (Section 15.247)

FCC: 47 CFR Part 15, Subpart E (Section 15.407)

FCC: Part 2(Section 2.1091)

IEC 61000-4-2: 2008, IEC 61000-4-4: 2012, IEC 61000-4-6: 2013

CISPR 22: 2008 Class A: Radiated Disturbance

IEC 61000-4-3 Class A: Radiated Susceptability

IEC 61000-4-11 Class A: Voltage Dips & Interruption

IEC 61000-4-5 +/-6kV Class A: Surge Test on AC-Input and PoE Datalines

MTBF & Warranty

MTBF over 250 000 hours & 1-year warranty

Ordering Information

Part Number	Description
APOR100-B18	Outdoor AP with 18 dBi 60 degree sector antenna
APOR100-X00	Outdoor AP with 2 N-Type connectors
APOR100-C18	Outdoor AP with 18 dBi panel antenna
APOR100-C23	Outdoor AP with 23 dBi panel antenna

AGREEMENT (C00490) BETWEEN THE CITY OF BANNING AND SYSTEMS ANALYSIS & INTEGRATION, INC., a California Corporation, DBA SYSTEMS INTEGRATED, FOR THE PURCHASE OF WATER AND WASTE WATER SCADA SYSTEMS AND EQUIPMENT

COVER PAGE

Vendor:	Systems Analysis & Integration, Inc., a California Corporation, DBA Systems Integrated
Notice Information - Vendor:	2200 North Glassell Street Orange, CA 92865 Attention: Susan Corrales-Diaz, President Phone: 714-998-0900 Facsimile:
Notice Information - City:	City of Banning 99 East Ramsey Street Banning, CA 92220 Attention: Doug Schulze, City Manager Telephone: (951) 922-3105 Facsimile:
Delivery Date/Project Range:	October 1, 2019 - November 4, 2020
Jobsite:	City of Banning Water Yard 3333 Bluff Street Banning, CA 92220
Compensation:	Not to exceed $739,417.00

AGREEMENT (C00490) BETWEEN THE CITY OF BANNING AND SYSTEMS ANALYSIS & INTEGRATION, INC., a California Corporation, DBA SYSTEMS INTEGRATED FOR THE PURCHASE OF WATER AND WASTE WATER SCADA SYSTEMS AND EQUIPMENT

This equipment purchase agreement ("Agreement") is made as of this day: _____ (the "Effective Date"), by and between the City of Banning, a California municipal corporation (the "City"), and Systems Analysis & Integration, Inc., a California Corporation, DBA Systems Integrated, (the "Vendor," collectively with the City, the "Parties").

RECITALS

The City desires to purchase Supervisory Control and Data Acquisition (SCADA) System equipment including installation and programming from the Vendor.

The Vendor has advised the City that it is qualified and capable of providing the "Equipment" described more particularly in **Exhibit A**, and is willing to do so on the terms and conditions set forth below.

The Parties agree as follows:

ARTICLE 1. DEFINITION OF TERMS

1.01 Whenever used in this Agreement, the terms appearing on the Cover Page shall have the definitions listed there, and the following terms shall have the following definitions:

A. "Applicable Laws" shall mean any and all laws, regulations, rules, orders, directives, judgments, decrees, permits, approvals or other applicable requirements of any governmental entity or agency having jurisdiction that are applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the period during which this Agreement is in effect.

B. "Confidential Information" shall mean all information, whether written or oral, which Vendor acquires from, through or on behalf of City, directly or indirectly, or which arises out of this Agreement, concerning performance of this Agreement or proprietary processes involved performing under this Agreement, including, without limitation, information concerning past, present or future business plans of City, information about the operations of City's Premises, and other City information or know-how obtained during the performance of this Agreement, except information falling into any of the following categories:

1. Information which, at the time of disclosure hereunder, is in the public domain;

2. Information which, after disclosure hereunder, enters the public domain, except where such entry is the result of Vendor's or any entity within Vendor's control breach of this Agreement;

3. Information which, prior to disclosure hereunder, was already in Vendor's possession without limitation regarding disclosure to others; or

4. Information which, subsequent to disclosure hereunder, is obtained by Vendor from a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to City with respect to said information and who does not require Vendor to agree to refrain from disclosing such information to others.

C. "Equipment" shall mean the equipment, including all materials, which is listed in **Exhibit A** and incorporated herein by this reference.

D. "Premises" shall mean any land or building under City's control or ownership to which Vendor and its agents and employees are given access in the performance of this Agreement, and is inclusive of the specific Jobsite where the Equipment is to be delivered.

ARTICLE 2. PURCHASE OF EQUIPMENT

2.01 Vendor agrees to obtain, sell, and deliver the Equipment and the City agrees to purchase the Equipment.

ARTICLE 3. DELIVERY OF EQUIPMENT

3.01 Vendor shall deliver the Equipment to the Jobsite. Vendor is responsible for all costs of full freight, including insurance, to Jobsite. Vendor shall bear all risk of loss until delivery of the Equipment to the Jobsite. Delivery and Installation of Equipment: Vendor shall deliver the Equipment to the Jobsite and cause the installation of the Equipment as specified in **Exhibit A**.

ARTICLE 4. TIME OF PERFORMANCE

4.01 Vendor shall deliver the Equipment on the Delivery Date, if a single date is provided, or within the time period specified as the Delivery Date, if a range of dates is provided.

4.02 Time is of the essence under this Agreement.

ARTICLE 5. COMPENSATION

5.01 In consideration for the Equipment to be provided by Vendor, City agrees to pay Vendor a sum not to exceed that set forth on the Cover Page in accordance with the Schedule of Compensation attached as **Exhibit B** (the "Compensation"). Vendor

agrees to accept in full satisfaction for such Equipment, the sum set forth on the Cover Page.

Entire Compensation

5.02 The Compensation is full and complete compensation, and constitutes the entire compensation due Vendor for the Equipment and any and all of Vendor's obligations hereunder, regardless of difficulty, unforeseen circumstances, hours worked or equipment, materials or personnel required. The Compensation includes without limitation, customs duties, delivery, insurance, tax and all other direct and indirect costs and expenses incurred or to be incurred by Vendor. The Compensation is not subject to escalation for any reason except as expressly set forth in this Agreement. No adjustments in the Compensation shall be made as a result of changes in the value of any currency. The Compensation shall only be adjusted by formal, written amendment by both Parties to this Agreement.

Payment of Compensation

5.03 City shall make payment to Vendor within thirty (30) days of acceptance of the Equipment and approval of an invoice prepared in accordance with City requirements.

ARTICLE 6. INDEMNIFICATION

6.01 Vendor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the Agency indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this agreement the Vendor shall provide a defense to the City indemnitees or at the City's option reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Indemnity Process

6.02 The City shall notify Vendor in writing of any suits, claims or demands covered by any indemnity contained in this Agreement. Promptly after receipt of such notice, Vendor shall assume the defense of such claim with counsel reasonably satisfactory to City. If Vendor fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to City, or if, in the reasonable judgment of

City, a direct or indirect conflict of interest exists between the parties with respect to the claim, or if in the sole judgment of City the assumption and conduct of the defense by Vendor would materially and adversely affect City in any manner or prejudice its ability to conduct a successful defense, then the City shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the expense of Vendor. Notwithstanding the above, if the City in its sole discretion so elects, City may also participate in the defense of such actions by employing counsel at its expense, without waiving the Vendor's obligations to indemnify or defend. Vendor shall not settle or compromise any claim or consent to the entry of any judgment without the prior written consent of the City or an unconditional release of all liability by each claimant or plaintiff to the City.

ARTICLE 7. REPRESENTATIONS OF VENDOR

7.01 Vendor represents that it has read and understands this Agreement.

7.02 Vendor represents that it employs or has available for employment in sufficient numbers, at its own expense, all unskilled, skilled, administrative, supervisory, professional and managerial or other personnel required to obtain, sell, and deliver the Equipment as required by this Agreement and at all times shall be responsible for the actions of such personnel.

7.03 Vendor declares and states that it has complied with and will continue to comply with all federal, state, and local laws regarding business permits and licenses that may be required under this Agreement.

7.04 Vendor represents that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of this Agreement. No person having any such interest shall be employed by or be associated with Vendor.

7.05 The person or persons executing this Agreement on behalf of Vendor warrant and represent that they have the authority to execute this Agreement on behalf of Vendor and have the authority to bind Vendor to the performance of its obligations hereunder.

ARTICLE 8. NO ASSIGNMENT OR SUBCONTRACTING

8.01 This Agreement may not be assigned in whole or in part by Vendor, nor may Vendor delegate or subcontract its duties in whole or in part, without the prior written consent of City. Any assignment or delegation or subcontract in violation of this Section shall, at City's sole discretion, be void and of no effect. Consent by City shall not relieve Vendor of responsibility for performance of Vendor's obligations hereunder. Vendor is fully responsible to City for the performance of any and all subcontractors.

ARTICLE 9. TREATMENT OF CONFIDENTIAL INFORMATION

9.01 Except as otherwise required by law, Vendor shall (1) refrain from using any Confidential Information except in connection with performance of this Agreement, (2) refrain from disclosing Confidential Information to any third party other than to employees of Vendor who require it in performance of this Agreement and such other third persons as City may authorize in writing. If disclosure to a third person is so authorized, Vendor shall enter into with that person a confidentiality agreement containing provisions with respect to use and disclosure of Confidential Information substantially the same as those contained in this Agreement.

9.02 Vendor shall take reasonable precautions to safeguard any documents containing Confidential Information which City may supply to Vendor hereunder. Vendor may copy, in whole or part, such documents to the extent necessary for the performance of this Agreement, and Vendor shall return to City upon the completion of performance of this Agreement or request by City all such documents and copies.

9.03 Except as expressly permitted by prior written consent of the City, Vendor and/or its subcontractors shall not disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, any part of such Confidential Information to any other person or entity. Vendor and/or its subcontractors shall return any written Confidential Information and all copies made of such items to the City upon the City's written request, but in any event not later than the date that Vendor has delivered the Equipment pursuant to this Agreement. Vendor hereby agrees that such Confidential Information and any documents provided may be used by Vendor and/or its subcontractors only as authorized by the City. Vendor shall include a provision in its agreements with subcontractors that binds the subcontractors to this non-disclosure requirement.

9.04 All reports, plans, data, studies, maps, drawings, models, photographs, documents and other writings prepared by and for Vendor, its officers, employees, agents and subcontractors in the course of implementing this Agreement, with the exception of working notes, internal documents and Confidential Information provided by businesses located in City, shall be delivered to the City as they are generated; however, Vendor may take and retain copies of said documents and materials that are not Confidential Information, as desired.

9.05 All reports, information, data and exhibits prepared or assembled by Vendor in connection with the performance of this Agreement are confidential until released by the City to the public and Vendor agrees that such documents shall not be available to any individual or organization without the written consent of the City prior to such release.

9.06 All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Vendor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property

rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. No Written Products in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Vendor.

ARTICLE 10. COMPLIANCE WITH AUTHORITY

10.01 Vendor shall comply with all Applicable Laws, including without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act and all those Applicable Laws relating in any way to employment practices and protection of the environment. Vendor shall not discriminate against any employee or any applicant for employment for reasons of race, color, creed, religion, sex, sexual orientation, age, disability or national origin.

10.02 Vendor shall make timely payment of all employment taxes and of all social security and other contributions of every kind required to be made with respect to or measured by the wages and salaries of persons employed by Vendor.

ARTICLE 11. WARRANTIES

11.01 Vendor shall obtain for the benefit of the City and assign to the City all manufacturers' warranties for the Equipment. Vendor shall assemble and deliver to the City complete copies of all warranties, guarantees, and operating and maintenance data and all other documentation from all manufacturers pursuant to this Agreement. Vendor shall assist the City in the enforcement of all such warranties.

11.02 Vendor warrants that title to Equipment will pass to the City upon delivery at the Jobsite, free and clear of all liens, claims, security interests or encumbrances, and that no seller of any Equipment or any portion thereof will retain an interest therein or an encumbrance thereon.

11.03 Vendor warrants that all Equipment will be FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, COMPLY WITH THE SPECIFICATIONS PROVIDED BY THE MANUFACTURERS, BE OF GOOD QUALITY AND MERCHANTABILITY, FIT FOR THEIR INTENDED PURPOSES, AND CONFORM TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, STATUTES, AND ORDINANCES. The Vendor's warranty shall last for a period, herein referred to as the "Warranty Period," of (a) one year from the date the Equipment is successfully commissioned or (b) such longer period of time as may be prescribed by law or by the terms of the applicable manufacturers' warranty. Any Equipment not conforming to these requirements, including substitutions not approved in writing by City, may be considered defective. In the event that the test results obtained by either Vendor or the City reveals that any portion of the Equipment does not meet the City's specifications or the City identifies any defects in or damage to the Equipment, Vendor shall promptly repair or replace any defective Equipment; provided, however, that if, in the City's reasonable discretion, the quantity or quality of the defects are substantial, the City shall

have the option of rejecting the entire shipment of Equipment from Vendor, and obtaining another vendor to provide the Equipment. Vendor shall be responsible for all direct and indirect costs that may be incurred by the City in connection with the rejection and/or replacement of damaged or defective Equipment, including any and all damages caused to the City's existing equipment, storage and/or system by the use of defective Equipment provided by Vendor.

11.04 VENDOR, AT ITS COST, SHALL PROMPTLY REPAIR OR REPLACE OR CAUSE THE MANUFACTURER TO REPAIR OR REPLACE EQUIPMENT REJECTED BY THE CITY AS DEFECTIVE OR AS FAILING TO CONFORM TO THIS AGREEMENT IF REPORTED TO VENDOR WITHIN THE WARRANTY PERIOD. The City shall give notice promptly after discovery of a defective condition. A new Warranty Period shall commence for replaced Equipment on the date the replacement was made. Vendor's obligations hereunder shall include the obligation to repair any damage to other property caused by the defective Equipment or the repair thereof.

11.05 Vendor shall provide any software upgrades that become available during the Warranty Period and that are supportable by the Equipment purchased under this Agreement, at no additional charge to the City.

11.06 The foregoing warranties shall survive any termination of this Agreement and delivery of the Equipment, and are in addition to, and not in lieu of, any and all other liability imposed upon Vendor by law with respect to Vendor's duties, obligations and performance hereunder.

ARTICLE 12. TERMINATION OF AGREEMENT

Non-Default Termination

12.01 City, at its sole discretion, may terminate this Agreement upon three (3) days written notice to Vendor and such termination shall be effective in the manner specified in such notice and shall be without prejudice to any claim that either party may have against the other. During the three (3) day period after such notice is sent, the parties shall continue to act toward each other in good faith. In this instance, Vendor agrees that City shall be liable only for costs of labor actually expended and materials actually used.

Termination on Occurrence of Stated Events

12.02 This Agreement will terminate automatically on the occurrence of any of the following events:

A. Bankruptcy or insolvency of either party; or

B. Sale of the Vendor; or

C. Assignment of this Agreement by Vendor without City's written consent.

Termination for Default

12.03 If Vendor defaults in the performance of this Agreement or materially breaches any of its provisions, City may immediately terminate this Agreement by giving written notification to Vendor indicating the effective date of such termination. Termination will take effect immediately upon the date specified in the notification.

12.04 In the event of any termination of this Agreement, Vendor shall not be entitled to damages for loss of profits for the unexecuted portion of the Agreement or any other damages because of such termination or reduction.

12.05 Upon termination, abandonment or suspension of the project, Vendor shall deliver to City all Written Products and other deliverables related to the project.

ARTICLE 13. GENERAL PROVISIONS

Insurance

13.01 Vendor agrees to comply with all of the Insurance Requirements set forth in **Exhibit C**, entitled "Insurance Requirements." Failure to maintain required insurance at all times shall constitute a default and material breach.

Waiver

13.02 The waiver by either party of a breach or default by the other party shall not be deemed a waiver of any different or later breach whether of the same or other covenant or condition; nor shall any delay or omission by either party to exercise any right it may have hereunder operate as a waiver of any breach or default of such a right. The failure of either party to this Agreement to exercise any of its rights under this Agreement does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Notices

13.03 Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth above on the Cover Page.

Entire Agreement of the Parties

13.04 This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the Equipment to be provided by Vendor under this

Agreement and contains all of the representations, covenants, and agreements between the parties with respect to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement or a subsequent amendment or change order shall be valid or binding.

Exhibits; Precedence

13.05 All documents referenced as exhibits or as the Cover Page in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between this Agreement and any of the exhibits incorporated by reference, the provisions of this Agreement shall prevail.

Partial Invalidity

13.06 If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Governing Law

13.07 This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Riverside County in the State of California or in the United States District Court, Central District of California (Eastern Division), and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

Attorney's Fees

13.08 If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

Force Majeure

13.09 Neither party shall be considered in default of any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, federal, state, or municipal action, statute, ordinance, or regulation, embargoes of the United States Government or any other government, which by exercise of due diligence such party could not reasonably have been expected to avoid and by exercise of due diligence has been unable to overcome.

Either party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give written notice within five (5) business days of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

Modification

13.10 Except as may otherwise be specifically provided herein, this Agreement may be modified or amended only by a written document executed by both Vendor and the City. Vendor expressly waives all claims for compensation based upon quantum meruit, implied contract or oral contract.

City Not Obligated to Third Parties

13.11 City shall not be obligated or liable under this Agreement to any party other than Vendor.

Headings and Captions

13.12 The headings and captions used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of the Agreement or any part thereof.

Counterparts

13.13 This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

Duplicate Originals

13.14 This Agreement may be executed in duplicate originals, each of which is deemed to be an original for all purposes.

Reservation of Rights

13.15 City reserves the right to award similar contracts to multiple Vendors to ensure the City has adequate services.

[Signatures begin next page]

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date and year first written above.

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

THE EQUIPMENT

SYSTEMS INTEGRATED

2200 North Glassell Street, Orange, CA 92865-2702 • Tel 714/998-0900 • Fax 714/998-6059

September 3, 2019

Mr. Luis Cardenas, P.E.
Senior Civil Engineer
CITY OF BANNING
99 E. Ramsey Street
Banning, CA 92220

Ref: RFP No. 19-026 - Professional Services - Design/Build Services for Supervisory Control and Data Acquisition (SCADA) System

Subject: Analysis of the Project Work

Dear Luis:

Per your request, Systems Integrated has performed an analysis of the Design/Build Services for the SCADA system project. This project consists of engineering, computer programming, installation of computer and controller equipment and radios.

The following is a detailed description of the various project elements:

1. **Interfaculty Ethernet communications:** This part of the project determines how the wireless communications equipment will be deployed to support the automated control functionality of the control computers installed in the field and their interaction with the redundant servers located at the central facility. There are a number of steps to implementing the wireless infrastructure which includes the following:

    a. **Radio Communications Engineering:** There are three components of the radio communications engineering; radio survey, physical survey, type of radio mounting.

        i. **Radio Survey**: This effort is first performed using computer models of the area to determine the losses associated with the location of the radios and how they should be interconnected. For a typical radio survey using the computer modeling accounts for about 2% of the contract value.

        ii. **Physical Survey**: This is an extensive effort consisting of going to each site and using a bucket truck and radios, to determine the radio path to interconnect the 20 sites. This effort accounts for approximately 3% of the overall project cost.

        iii. **Radio Mounting**: The engineering effort associated with how and where the radios are mounted requires an engineering evaluation at each site, with calculations performed to ensure that the radio will remain mounted for the life of the system. As the radios are being mounted to existing antenna mast structures, additional work is required to insure that the mounting structure will support the radio. This effort accounts for 1% of the project cost.

b. **Communications Equipment:**

i. **Radio Equipment:** The radio equipment is one of the major expenses of the project representing approximately 5% of the overall cost of the project. The radio equipment is designed to be installed without terminating wires (all of the connections to the radio equipment is via RJ45 connectors).

ii. **Ethernet Jumpers:** The radios are interconnected to the rest of the communications equipment using waterproof jumper cables. These cables are manufactured to specifications to insure that the cables will not be affected by weather. The Ethernet jumper cables represent about .5% of the total cost of the project.

iii. **Power Over Ethernet (POE) Modules:** POE modules are mounted inside a building and have plug connectors. There are two RJ45 Ethernet connectors and one power connector. The POE modules and associated installation represent about .5% of the contract value.

iv. **Ethernet Switches:** Ethernet switches are used to route the traffic between the various facilities. These computer switches have connectors for all of the terminations (power and data). The installation of the switches does not significantly impact the overall cost of the project but switches represent about 6% of the contract value.

c. **Radio Installation:** Because of the proposed type of radio communications, the only cabling that is required is to pull and install Ethernet jumper cables.

i. **Radio Mounting:** Using the results of the radio survey, the existing radio is replaced by the new radio using the existing mast. This effort is time consuming only because there is a significant amount of time aiming the radio. The mounting effort takes about 30 minutes per radio or about .5% of the contract value.

ii. **Ethernet Jumper Installation:** The Ethernet jumper cables are the same as are used when computers are interconnected in an office or any facility. The jumper cables are unique in that they are waterproof so that they can be installed outdoors, however they have the same connectors as would be found on any Ethernet cable. The installation process consists of determining the overall length of the required jumper cable, ordering the cable to meet the specific requirement, plugging in the cable connector into the jack in the radio and plugging the other side of the jumper into the Power Over Ethernet (POE) adaptor, with another jumper cable used to connect the radio to the Ethernet switch. The majority of the work associated with the Ethernet jumper cable installation is securing the cable to the structure. This is done using tie wraps. The tie wraps used are designed to be both weatherproof and resistant to sunlight with a useful life of 20 years. Because of the material used for tie wraps, the cost of the tie wraps is close to the cost of the Ethernet cable that it is being used to hold it in place. The cost of the tie wraps and the associated installation of the tie wraps is 2% of the contract value.

iii. **Radio Programming, Aiming and Tuning:** Using the results of the engineering effort associated with the radio survey, the radios are programmed to allow communications. The programming effort represents one of the major elements of the radio installation process.

Once programmed and mounted, the radios are powered up after which the aiming process occurs that is required to ensure that the radios are working properly. Doing this process correctly does take a significant amount of time as it requires two people, using cell phones or radios, working on bucket trucks continuously tune the radio until the perfect connection is achieved. As part of this process, once the radio is correctly connected, an analysis is performed to confirm that the physical connection results match the radio survey, and the signal strength is validated to insure that the equipment is installed correctly. Radio programming, aiming and tuning typically accounts for 2.5% of the contract value.

d. **IP Network:** The IP network is the addressing scheme used to allow communications between all of the field sites and the central control facility. The method by which the IPs are assigned provides the backbone of how all the equipment communicates. The design of the network is an important element of the network implementation, however it allows the entire system to be expanded without modifying any of the existing equipment.

   i. **Network IP Design:** One of the most important engineering components of the communications infrastructure is the IP design. IP design defines how each IP address will be used in the system and how the IP assignment is implemented to allow expansion of all aspects of the system without requiring reprogramming of the network equipment. The IP design effort is 2% of the overall cost of project.

   ii. **Network Switch Programming:** The network switch programming allows centralized management of the communications infrastructure. The switch programming requires a programmer to derive from the network IP design how each switch will be programmed to meet the network IP design objectives. This effort is 1% of the overall cost of the project.

2. **Computers and Controllers:** The computers and controllers represent the brains of the system. There is one controller for each site and a redundant pair of servers and an associated number of operator workstations for the system. The controllers are programmed to operate the various wells, pump stations and reservoirs to control the production and distribution of water.

   a. Computers: The computers consist of a pair of redundant servers and associated workstations. The hardware cost of this equipment represents 5 % of the contract value.

   b. Controllers: The controllers are programmable units that are installed in the field and are used to interface with the field equipment. The hardware cost for the controllers represent 23% of the contract value.

3. **SCADA Software and Programming:** Supervisory Control and Data Acquisition (SCADA) software is used to allow the operator to direct the operation of the system from either a central location or remotely. This control of the water system is the function of the SCADA system. There are four main components of the SCADA system: (1) The SCADA software, (2) the database, (3) screen layout, and (4) programming of the field controllers to respond to the SCADA system. This component of the project is the most expensive element and represent 35% of the contract value.

4. **Hardware Interconnect & Wiring:** Hardware interconnect is the interconnect wiring between the existing equipment and the field controllers. As this project is a retrofit of an existing SCADA

system, the amount of new wiring being installed is very limited and represents a small fraction of the total cost of the project. The hardware interconnect or wiring represents 11% of the contract value.

The following is the summary of the cost analysis associated with the project elements:

Item	Description	% of Total Cost	Contract Value
	Ethernet Communications		
1	Radio Survey	2.0%	$ 14,788.34
2	Physical Radio Survey	3.0%	$ 22,182.51
3	Radio Mounting Analysis	1.0%	$ 7,394.17
	Communications Equipment		
4	Radios	5.0%	$ 36,970.85
5	Waterproof Ethernet Jumpers	0.5%	$ 3,697.09
6	Power of Ethernet Modules	0.5%	$ 3,697.09
7	Ethernet Switches	6.0%	$ 44,365.02
	Radio Implementation		
8	Radio Mounting	0.5%	$ 3,697.09
9	Ethernet Jumper Installation	2.0%	$ 14,788.34
10	Radio Programming, Aiming And Tuning	2.5%	$ 18,485.43
	IP Network		
11	Network IP Design	2.0%	$ 14,788.34
12	Network Switch Programming	1.0%	$ 7,394.17
	Computers and Controllers		
13	Computers	5.0%	$ 36,970.85
14	Controllers	23.0%	$170,065.91
15	**SCADA Software and Programming**	35.0%	$258,795.95
16	**Hardware Interconnect & Wiring**	11.0%	$ 81,335.87
	Project Total Costs	100.0%	$739,417.00

To summarize the results of our analysis of the project content/cost:

75 % is hardware /software and programming (items 4 -7 and 13 – 15)
13.5 % is engineering
11.5% is installation (items 8 & 16)

Should you have any questions about this analysis, please feel free to contact me.

Sincerely,
SYSTEMS INTEGRATED

Susan Corrales-Diaz
President

SER: 5087-19b

EXHIBIT B

SCHEDULE OF COMPENSATION

C. Scope of Work Cost Matrix

The following defines the scope of work that will be performed during the first year:

INSTALL	LATITUDE	LONGITUDE	SITE NAME	COST PER SITE	SITE TYPE	HATCH	DOOR	EYEWASH	ENCLOSURE	BACKPANEL	PLC	SUBS RADIO	BASE RADIO	SURVEY	CH ANALIZER	NOTES
1	33.93648	-116.91030	SUNSET RESERVOIR	$33,000.00	1	1	2					1	3			AB site, add items listed, no programming changes
2	33.91593	-116.85250	TREATMENT PLANT	$47,500.00	4				1			1	3			Shelf mounted
3	33.90951	-116.93013	RIVIERA LIFT STATION	$48,711.00	3		9		1		1	1		1		
4	33.90713	-116.94571	BRECKENRIDGE LIFT STATION	$45,000.00	3		9		1		1	1		1		
5	33.91788	-116.91543	WESTWARD LIFT STATION	$45,000.00	3		4		1		1	1		1		
6	33.92613	-116.85482	CALTRANS	$21,500.00	3		1		1		1	1		1		Need to determine if Phoenix remote I/O will work.
			WASTE WATER	$240,711.00												
7	33.90432	-116.94082	SOUTHWEST RESERVOIR	$33,000.00	1	1	3			1	1	1	3			Need I-I isolator to keep existing equipment operational.
8	33.92156	-116.87490	MAIN OFFICE	$14,493.00	4				1			1				Shelf mounted
9	33.94968	-116.88185	CEMETERY	$13,935.00	4				1				2			Need to determine if this site is required.
10	33.94978	-116.88050	OPERATION CENTER	$13,026.00	4				1			1				Shelf mounted
11	33.92784	-116.92900	C2	$66,829.00	2	1	11	1	1		1	1			1	C2 requires a frequency relay for generator status.
12	33.92503	-116.93318	C3	$45,150.00	2	1	1	1	1		1	1			1	
13	33.9322	-116.93566	C4	$46,150.00	2	1	4	1	1		1	1			1	C4 need I-I isolator
14	33.91775	-116.90507	C5	$45,150.00	2	1	5	1	1		1	1			1	C5 need I-I isolator
15	33.9208	-116.87565	C6	$43,650.00	2		2	1		1	1	1			1	
16	33.93272	-116.92476	M3	$47,812.00	2		6	1		1	1	1		1	1	
17	33.91776	-116.92901	M7	$28,000.00	2		2					1				AB site, add items listed, no programming changes
18	33.91775	-116.92480	M10	$33,500.00	2		6	1		1	1	1			1	
19	33.91769	-116.91253	M11	$33,500.00	2		6	1		1	1	1			1	
20	33.91775	-116.91863	M12	$34,511.00	2		14	1		1		1			1	
			WATER	$498,706.00												

WATER TOTAL	$498,706.00
WASTE WATER TOTAL	$240,711.00
PROJECT TOTAL	$739,417.00

EXHIBIT C

INSURANCE AND INDEMNIFICATION REQUIREMENTS

INSURANCE

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) as may be authorized in writing by 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 Agreement) 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 $2,000,000 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 (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $2,000,000 per claim/occurrence and $2,000,000 policy aggregate.

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

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 in his/her sole discretion. 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 City and each of its officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

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 operations and products/completed operations) and Automobile Liability insurance policies shall name the City and its officers, officials, employees and agents as an additional insured. All such policies of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City and its officers, officials, employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City and its officers, officials, employees and agents. 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 coverage form:

(i) The retroactive date must be shown, and must be before the effective date of this Agreement or the commencement of work by Consultant.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Agreement, whichever first occurs.

(iii) 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 work commencement date, Consultant must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Agreement, whichever first occurs.

(iv) A copy of the claims reporting requirements must be submitted to CITY for review.

(v) 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 City Manager or his/her designee in his/her sole discretion prior to City's execution of the Agreement, and before work commences.** 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.

If at any time during the life of the Agreement or any extension, Consultant or any of its sub-Consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, 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.

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 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 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, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, sub-Consultants, 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 sub-Consultant to provide insurance protection in favor of City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the sub-Consultant.

The insurance is to be issued by companies licensed to do business in the State of California.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

The Vendor'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.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Vendor's performance under this Agreement.

Payment Withhold. City will withhold payments to Vendor if the certificates of insurance and endorsements required by this Agreement, are canceled or Vendor otherwise ceases to be insured as required herein.

INDEMNIFICATION

A. Indemnity for Design Professional Services. To the furthest extent allowed by law, including California Civil Code section 2782.8, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers 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)(2).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's

fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City of any of its officers, officials, employees, agents or volunteers.

C. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

D. This section shall survive termination or expiration of this Agreement.

CITY OF BANNING
CITY COUNCIL REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Director of Public Works**
MEETING DATE:	**September 24, 2019**
SUBJECT:	**Update on the City of Banning Transit Operations**

RECOMMENDED ACTION:

Receive and file staff's update of the Transit operations

DISCUSSION:

Ridership

On June 25, 2019 the City Council approved an Interagency Services Agreement (ISA) which outlined the way the City of Banning ("Banning") and the City of Beaumont ("Beaumont") transit systems would operate within each City's service areas including, but not limited to route planning, scheduling, stops, transfers and the dissemination of information. Beaumont's Route 2, which operated along the Ramsey Street corridor, was revised to no longer operate within the City of Banning. Since the removal of Route 2 in Banning, staff has recorded a noticeable increase in ridership during the months of July and August when compared to the same months in 2018 (i.e. 40% increase in July and 25% increase in August).

Rebranding

Additionally, both agencies have decided to pursue the rebranding of their transit systems and transitioning out of the existing "Pass Transit" brand. City staff consider several potential logos and selected the following:

The City's rebranding process will include adding the new logo to transit vehicles, updating and overhauling transit maps and outreach material. Staff is also looking into private advertisement on buses and at bus stops as a means of generating additional revenue. Staff's goal is to have the transit system fully rebranded by July 1, 2020. The cost of rebranding will be funded by State Transit Assistance funds.

Other Noteworthy Updates

Additional upcoming improvements to the City's transit operations include the deployment of "Token Transit" a mobile ticketing platform that allows the sale of bus tickets via an easy to use phone application. Token Transit should be available to the public in the month of October, 2019.

Staff is also researching data platforms that can provide real-time information for riders, dispatchers and managers. Using GPS devices and arrival prediction software, applications such as Swiftly can provide interactive maps via phone applications (e.g. Google Maps, Transit App and Moovit) that show bus locations and predictions for arrival times; provide alerts to passengers; reduce the number of "where is my bus?" phone calls; provide real-time management tools for staff; and GPS playback.

ATTACHMENTS:

1. Token Transit Information
   https://banningca.gov/DocumentCenter/View/6463/Attachment-1-Token-Transit---One-Pager
2. Swiftly/Trillium Information
   https://banningca.gov/DocumentCenter/View/6464/Attachment-2-Swiftly-Information

Approved by:

Douglas Schulze
City Manager

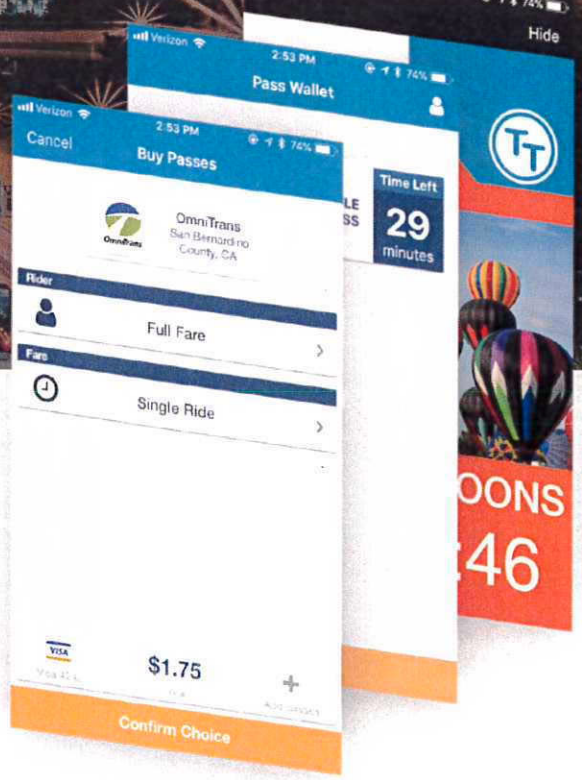
Token Transit

Public Transit Mobile Ticketing

76 Agencies Nationwide

175k User Signups

3 Agency Hours to Launch



Token Transit is a single mobile ticketing and pass distribution platform for public transit agencies nationwide.

Riders download the Token Transit app, buy transit passes and use their phone as fare media.

Agencies can launch Token Transit in hours, realize their pass distribution potential and analyze the wealth of ridership data.

Token Transit Features

Premier Mobile Ticketing App

- Buy a bus pass in seconds
- Fully accessible, in any language
- One app for many agencies

Pass Distribution Platform

- Distribute passes with a click
- Passes delivered by text message
- Partner with employers, schools

Data Analytics

- Detailed analytics dashboard
- Track sales, activations and uses
- Integrates with existing backends

Successful Nationwide

- Trusted by 76 transit agencies
- Works for agencies of all sizes
- Growing national network

Fastest Agency Onboarding

- Get started in 3 hours or less
- Clear, detailed launch checklists
- Turn-key software solution

Bluetooth Beacon Validation

- Fast phone tap boarding
- Approved for reporting NTD data
- Stop-level origin/destination data

References

- **Big Blue Bus** Santa Monica, CA
- **RTC Washoe** Reno, NV
- **OmniTrans** San Bernardino, CA
- **StarTran** Lincoln, NE
- **Golden Empire Transit** Bakersfield, CA

What Agencies Say

Omnitrans implemented Token Transit as a mobile digital outlet and our riders couldn't have been happier. 91% of riders using Token Transit were satisfied. Omnitrans riders also ranked Token Transit with Net Promoter Score of 70, which places Token Transit as an elite customer-focused company, not just within transit, but amongst all industries.

- Jeremiah Bryant, Service Planning Manager, Omnitrans

Token Transit, Inc. tokentransit.com

415-918-6770 info@tokentransit.com





Swiftly

TRILLIUM SOLUTIONS & SWIFTLY, INC.

Banning Pass Transit
project proposal

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project goals

Trillium & Swiftly enable agencies to thrive in today's rapidly changing mobility environment.

ENHANCE THE PASSENGER EXPERIENCE

- Improve real-time arrival information accuracy
- Experience mobile apps, SMS, IVR, and website seamlessly
- Update schedules quickly and effectively
- Integrate with electronic displays

IMPROVE PERFORMANCE AND RELIABILITY

- Measure on-time performance quickly
- Understand trip running times and dwell times instantly
- Visualize where vehicle speeds are declining

REDUCE OPERATING COSTS

- Re-balance vehicles in your network
- Eliminate excess run-times
- Minimize driver overtime

FUTURE-PROOF YOUR NETWORK

- Adapt to both current and future on-vehicle hardware

about swiftly

Swiftly is the first big data platform developed to help transit agencies and cities improve urban mobility. Built by transportation experts for transportation professionals, the Swiftly platform harnesses billions of data points using sophisticated algorithms to improve transit system performance, service reliability, and real-time passenger information. Over 50 cities and agencies around the world use Swiftly's technology platform, improving transportation services for millions of riders every day.



product overview

Swiftly's platform consists of two core products, powered by historical and real-time data, that build a comprehensive transit network view for both agencies and passengers.

SWIFTLY TRANSITIME

30% more accurate than industry standard

Provides best-in-class real-time information externally to passengers and internally for dispatchers and controllers.

SWIFTLY INSIGHTS

90% faster project completion

A new way for agencies to leverage historical big data to improve operational efficiency and service reliability.

---

seamless integration

Swiftly integrates with your existing infrastructure. Our solutions can integrate directly with your operator's existing CAD/AVL system, or supplement them with additional low-cost hardware if limited data is available.

cloud-based software

All of Swiftly's software is cloud-based, so you'll never have to worry about maintenance, hosting, or downloading software updates. We're constantly taking our software a step further based on feedback from customers. As soon as Swiftly adds a new feature in a software module you have purchased, your agency will automatically have access.

swiftly transitime

Swiftly Transitime generates accurate real-time information for riders, dispatchers, and controllers. Building trust with passengers is key to increasing ridership and keeping them happy. Connect with riders where they are — transit apps, webpages, SMS, and IVR — to give them the industry's most accurate real-time vehicle predictions. With reliable and accurate updates, Tehama citizens will catch their ride, keeping the county moving happily and efficiently.

- » HIGHER ACCURACY 10–30% more accurate than current industry RTPI systems.
- » MORE PREDICTIONS Updates every 5–30 seconds at every GPS ping.
- » MORE RIDERS Many agencies experience an increase in ridership with Transitime.
- » HAPPY RIDERS Up to 90% of customers report greater satisfaction with transit.
- » TIME SAVINGS Riders report an average of two minutes saved for wait times.
- » EASY DEPLOYMENT Swiftly supports any GPS/vehicle location system.
- » SIMPLE OPERATIONS Swiftly automatically assigns vehicles to routes.
- » NATIVELY MULTIMODAL Swiftly can combine all fixed route modes into a single data feed.

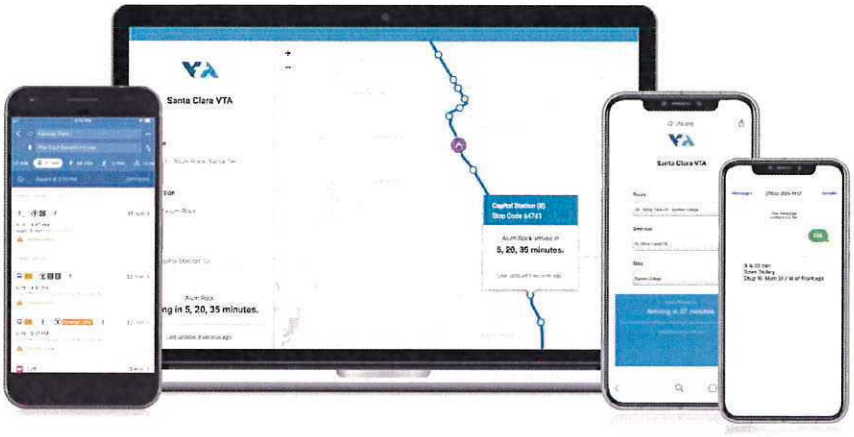
accurate predictions

Swiftly stores billions of historical GPS points, analyzes historical speeds and travel times, adjusting predictions by time of day, day of week, and more based on historical trends.

api library

You and your passengers have open access to Swiftly's real-time information on any journey planning service.

passenger-facing tools



OPEN DATA SUPPORT FOR THIRD-PARTY MOBILE APPS

Seamlessly send real-time information to Google Maps, Transit, Moovit, and other applications through the common GTPS-real-time format, JSON, XML, and SIRI data fields. Swiftly's open data API enables third party developers to easily add different real-time information interfaces to your website or app.

REAL-TIME INFORMATION FOR SIGNS

Swiftly can work with many sign providers to supply arrival times and transit alerts to passengers. There's often no need to purchase new signs, though we're happy to recommend our signage partners.

REAL-TIME INFORMATION VIA SMS AND IVR

Your agency will be given a dedicated phone number so riders do not need to memorize an agency key. The rider simply texts or calls in with the stop number and system will respond with the arrival times, route name, and nearest stop location.

PASSENGER PREDICTIONS MAP

Empower users with real-time information for the routes they ride, including vehicles moving on a map in real-time with arrival information. Optimized for web and mobile, users can easily and quickly access real-time passenger information.

live map module

Swiftly provides real-time management tools for your agency, in addition to passenger facing real-time information. Swiftly's Live Map Module is a web-based portal that lets you monitor the state of your transit network in real-time.

NETWORK IN REAL TIME

Get a precise, down-to-the-second picture of the whereabouts of every vehicle in your network.

ENSURE COMPLIANCE

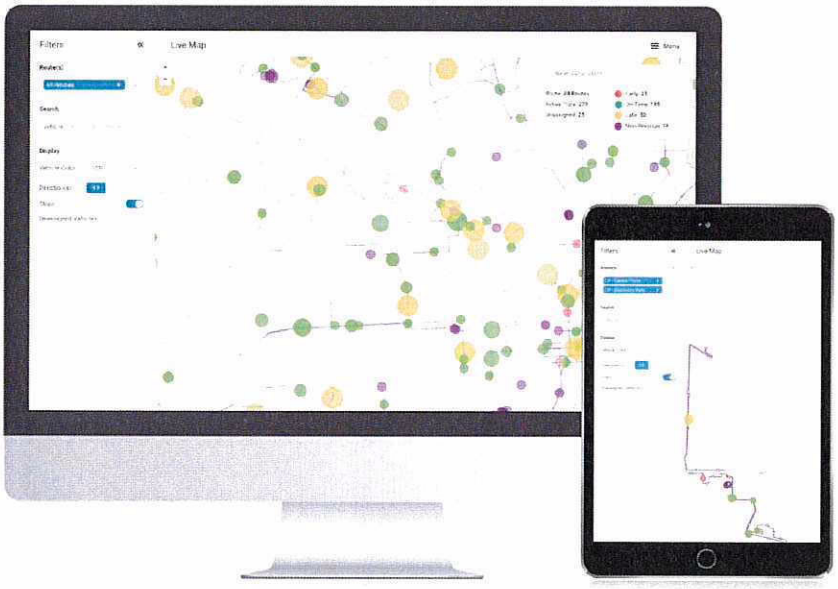
Follow drivers in real time to ensure compliance with detours and new route alignments.

GET ANSWERS QUICKLY

Give your team the tools they need to answer customer inquiries quickly and to shorten call lengths.

REDUCE BUNCHING

View live headway status to detect bunching or gaps and quickly mitigate problems.



best practices & return on investment

We work with dozens of transit agencies and continue to demonstrate measurable results. We share the brightest ideas across our customer base and the following are a few customer examples:

AGENCY	PROJECT	BASELINE	USING SWIFTLY	BENEFIT
MTA Baltimore, MD	Improve vehicle tracking accuracy	120 second ping rate	10 second ping rate	12x increase in vehicle tracking accuracy
MTA Baltimore, MD	Improve passenger information and schedule accuracy	RTPI accuracy less than 60%	RTPI accuracy above 80%	50% decline in passenger complaints from 2016 to 2017
VTA San Jose, CA	Seamless passenger information updates	3 weeks for updates	3 hours	Improved passenger experience
MBTA Boston, MA	Commuter rail predictions	77% accuracy	95% accuracy	Reduced passenger complaints
CARTA Charleston, SC	Reduce customer service call length	10 minutes	3–4 minutes	$40,000 in gained productivity
TCTD Tillamook, OR	Reduce passenger calls and complaints	20 calls per month	1–2 calls per month	90% decline in passenger calls and complaints

swiftly insights

Swiftly Insights analyzes and visualizes millions of data points in seconds to help you quickly locate and resolve performance issues. Intuitive reports surface issues and are seamlessly connected, showing not only problem areas, but also root causes — equipping planners, schedulers, customer service, and operations teams with the information they need to make more efficient and effective decisions.

- » ACCESS DATA Easily access data, organized to make decisions, when you need them.
- » IMPROVE EFFICIENCY Analyze data in-house in a fraction of the time and cost.
- » REDUCE COST Identify fleet and corridor inefficiencies for cost-savings.
- » SHARE DATA Use the same data with the same assumptions across departments.
- » COMMUNICATE PLANS Easily share data-driven plans with external stakeholders.
- » MEASURE PROJECTS Quickly measure ROI and conduct before-and-after studies.
- » TARGET ANALYSIS Home in on specific adjustments with large impact.

gtfs–based

Swiftly's on-time performance calculations are always aligned with the same schedule used by passengers in Google Maps or other trip planning applications, ensuring passenger experience remains top of mind.

open data

Your data will always be available via API or download for additional analysis in Microsoft Excel, R, Tableau, or other applications.

on-time performance module

The On-Time Performance (OTP) module is a robust toolkit for monitoring and improving your agency's on-time performance

.

IDENTIFY INEFFICIENCIES

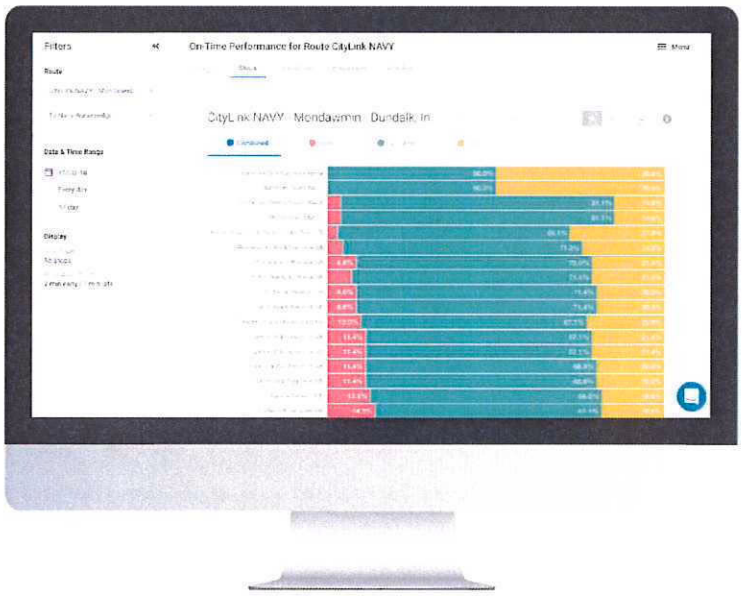
Identify specific stops and trips impacting your overall on-time performance.

DISCOVER ISSUES

View when and where operational issues occur along every route in your network.

IMPROVE PASSENGER EXPERIENCE

Make informed adjustments that increase service reliability.



"Swiftly has a level of customization for on-time performance queries — for different routes, places, times. It's allowed me to do analysis that I just couldn't have done before."

MIKE HELTA, CHIEF INNOVATION OFFICER, MTA MARYLAND

runtimes module

The Runtimes module enables you to monitor scheduling accuracy by easily comparing actual run times, relative to both the scheduled run time and the next trip start.

SUGGEST SCHEDULE CHANGES

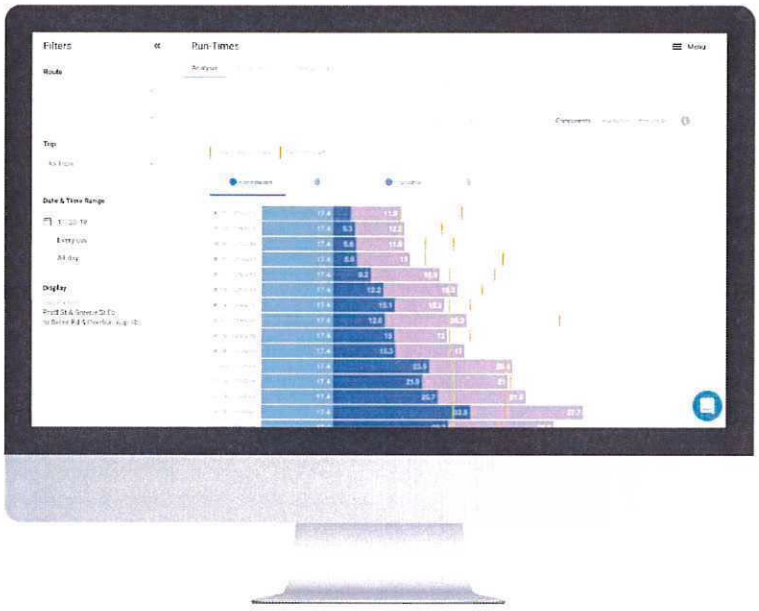
Create schedule improvements based on historical GPS records and actual performance.

IDENTIFY EXCESS SLACK

Find trips that exceed recovery time or have unnecessary slack to ensure reliable schedules.

VISUALIZE INSTANTLY

Communicate impacts of schedule changes, stop relocation, TSP, and other infrastructure projects.



"After 10 years, we finally added time to routes to accommodate increased ridership. Now, we can see exactly where we need to add a minute here, or two minutes there."

KATHY BOND, TRANSIT SPECIALIST TCTD

gps playback module

Instantly replay any moment in time for any route to reveal historical schedule adherence, speeds, vehicle positions and more.

REPLAY VEHICLE MOVEMENTS
Easily replay historical GPS data for every vehicle in your network.

RESOLVE RIDER ISSUES
Resolve issues like, "My bus never showed up," and "I lost an item, but I'm not sure which bus" in minutes.

CHECK DRIVER COMPLIANCE
Monitor driver adherence to detours or new route alignments and improve driver training.



"This is the fastest playback you can imagine."

GURPREET SINGH, OPERATIONS MANAGER AT VTA

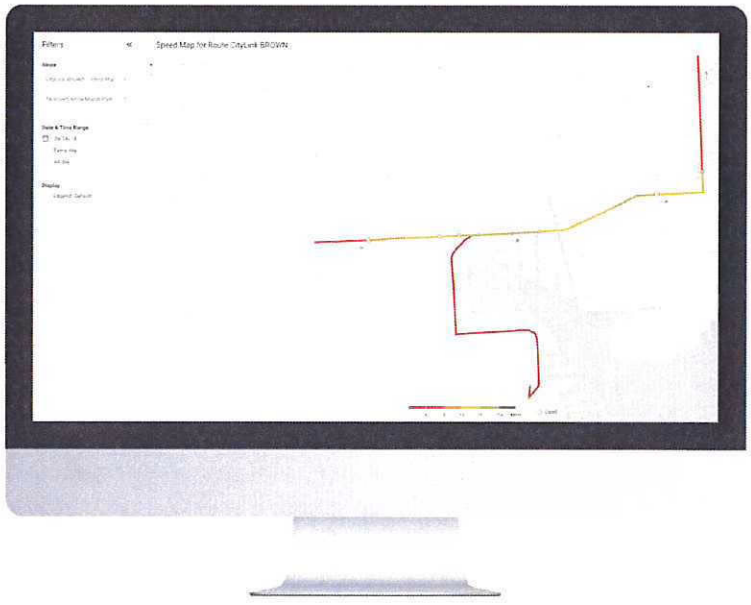
speed map module

The Speed Map Module enables you to quickly visualize and analyze vehicle speeds and dwell time across any corridor and any time period.

IDENTIFY SLOWDOWNS
Find route segments and intersections causing avoidable performance issues.

VISUALIZE SPEEDS
Create intuitive visualizations of vehicle speeds and dwell times for any route and direction.

COMMUNICATE IMPACT
Quantify and communicate the impact of infrastructure projects on vehicle speeds and dwell times.



"On our complete streets project, we use the Swiftly dashboard to compute the data we need on-the-fly. It used to take two weeks, now it's a few minutes. It's all right there."

SENIOR TRANSPORTATION PLANNER, VTA, SAN JOSE, CA

best practices & return on investment

We work with each of our customers to find the most value in Swiftly. That means finding ways to demonstrate return on investment. We will always work with you on the projects that drive the most impact. The following are a few examples from our customers:

AGENCY	PROJECT	BASELINE	USING SWIFTLY	BENEFIT
MTA Baltimore, MD	TSP study	9 month in-house project	1 month in-house project	> 3,500 staff hours saved
MTA Baltimore, MD	0% early departure initiative	Insufficient tools to complete project	Operations, planning, dispatch, scheduling	10% increase in on-time performance in one quarter
VTA San Jose, CA	Quarterly service analysis	Week-long study	Study complete in 4 hours	76 staff hours saved per quarter
VTA San Jose, CA	FAST initiative	Multi-year consultant study	6 months in-house	$150,000 consultant cost savings
CARTA Charleston, SC	Reduce customer service call length	10 minutes	3–4 minutes	$40,000 in gained productivity
TCTD Tillamook, OR	Reduce passenger calls and complaints	1,000 hours of driver overtime per year	Less than 100 hours of overtime per year	$18,000 per year in overtime savings

product history

Swiftly has a longstanding history of delivering value to transit agencies. By partnering with our customers, we have positioned ourselves to understand common (and not so common) issues that agencies in the U.S. — as well as abroad — are facing. We identify shared problems and act quickly to build out solutions, helping our partners make transit more efficient, reliable, and cost-effective in their communities.

Our goal is to help agencies overcome these obstacles and thus provide exceptional transit services, making public transportation a competitive player in the changing urban mobility landscape.

We work nonstop to identify problems and to deliver valuable solutions that meet the needs of all our agencies. As thought leaders in the mobility space, we have novel improvements in the pipeline today, and we're exploring several new areas that are increasingly important to our partner agencies.

V1

Q4 2015

Transitime RTPI

Real-time passenger information via feed

V2

Q2 2016

Transitime Dashboard

Real-time live map and system overview for agencies

V3

Q4 2016

Historical OTP

Access to basic on-time performance data over time

V4

Q2 2017

Swiftly Dashboard

Highly performant live map, GPS playback and OTP in a single view

V5

Q3 2017

Real-time Headway

New real-time stats in live map, including headway status

V6

Q2 2018

Run-times

Charts that highlight key trips and corridors to improve

V7

Q3 2018

Speed Map

Heat map for finding high-impact improvement opportunities

V8

Q3 2018

Data Filters

Advanced searching and filtering enhancements

customer success

We pride ourselves on having the best support team in the industry. Your Customer Support Manager (CSM) is always there to work through questions, comments, or suggestions.

We assign a CSM who is personally responsible for fielding and addressing all project needs during implementation and beyond. Swiftly's team of CSMs ensure seamless service in all of our partnerships with transit agencies. Our CSMs delight in serving clients with responsiveness and high-quality communication, and our client agencies have been consistently thrilled with our exceptional service.



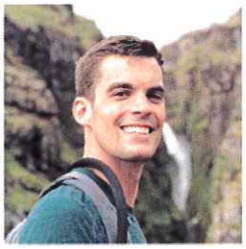
HASTI TAJTEHRANIFARD
Technical Customer Success Manager



STAN PARKFORD
Senior Customer Success Manager



MARTA ZAMANILLO
Customer Success Manager



TIM STORER
Customer Success Manager

Your Swiftly CSM will create a success roadmap for your team, including a comprehensive onboarding process, access to online training materials, and assistance with your public launch for customer facing tools.

Your CSM will work with you to share Swiftly throughout your agency. That means ensuring planners, schedulers, operations, dispatchers, customer service, and C-suite teams are all proficient users. We've found a mix of separate trainings for each team, onsite visits, workshops, and project assisted training work well to get teams acquainted with Swiftly.

Swiftly CSMs are versed in best practices and common challenges across agencies so they are well positioned to provide advice and resolve problems. We host webinars with clients for other agencies to learn from, write joint case studies, and share client stories about novel uses of Swiftly.

implementation timeline

» STEP ONE

Review GTFS and GPS data

Swiftly staff reviews current data and notifies agency if changes are needed to create a real-time feed.

» STEP TWO

Data integration

Integrates with your existing AVL and GTFS information.

» STEP THREE

Perform initial internal testing

Swiftly analyzes and provides documented records of AVL reports, real-time prediction accuracy, and system on-time performance. Swiftly and agency tests customer interfaces.

» STEP FOUR

Launch GTFS, GTFS-rt, web and mobile apps

Swiftly works with agency to launch new passenger web and mobile apps. Launch includes a press release, social media assets, vehicle and bus stop advertisements, etc..



* For agencies that are interested in installing new GPS hardware, expect to add 2–6 weeks to the implementation timeline for installation and testing.

general terms

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- If you decide to move forward with a pilot or full implementation, Trillium will follow up with a separate order form and invoice. The order form is a one page agreement that reflects the information presented on this page.
- All contracts are bound by Swiftly's SaaS Terms of Service located at: http://goswift.ly/saas-terms-of-service.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download any data from the modules you purchase.
- Every time we update the platform or launch or a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download nor re-install new software. Simply log in, and you'll see the new feature.

SUPPORT PLAN

- You will be assigned a dedicated customer success manager.
- Your customer success manager will create a success roadmap for your team, including a comprehensive onboarding process, access to online training materials, and help with your public launch for customer facing tools.
- We pride ourselves on having the best support team in the industry and we'll never charge you for our time. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

TECHNICAL REQUIREMENTS

- Everything is hosted in the cloud — you do not need to install nor download any software.
- You can access the software from any desktop or laptop computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.



Trilliumsolutions Swiftly

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CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**

MEETING DATE: **September 24, 2019**

SUBJECT: **Resolution 2019-122, Approving a Professional Services Agreement (PSA C00608) with Willdan Engineering for Building and Safety Plan Check and Landscape Design Review Services.**

RECOMMENDATION:

That City Council Adopt Resolution 2019-122 approving a Professional Services Agreement for Building and Safety Plan Check and Landscape Design Review Services between the City of Banning and Willdan Engineering through September of 2022 in an amount not to exceed $1,470,960 over the three (3) year term.

BACKGROUND:

The City of Banning has contracted with Charles Abbott and Associates ("CAA") since June of 2015 and in August of 2019, CAA enacted the contract termination provision in our contract providing a 60-day notice to the City. The existing contract expires on Friday, October 4, 2019.

With a week of receiving the notice of contract termination effective October 4, 2019, the City of Banning released a Request for Proposal (RFP) to solicit a new firm that will provide Building and Safety Plans Examining, Inspection, and Counter Services. In addition, CAA was providing plan check review of conceptual and final landscape drawings; which was also incorporated into the proposal.

The RFP was issued on Friday, August 16, 2019 and held a **non-mandatory** pre-proposal meeting on Monday, August 27, 2019 where five firms attended. The meeting was held at approximately 10:00am in the City Council Chambers for about one hour. During, and subsequent from, the **non-mandatory** pre-proposal meeting, City staff responded to questions from prospective contractors; which resulted in the publication of an Addendum to the RFP on Thursday, August 29, 2019 on or before 5:00pm.

The RFP responses were due on or before 4:00pm on September 4, 2019. The City received a robust amount of eight responses. Immediately, the City purchasing staff reviewed all proposals for completeness and all eight proposals were forwarded to the evaluation team after being deemed responsive. The evaluation team included four (4) members of City staff and incorporated evaluators, in various capacities from department heads, to program managers, project coordinators, and administrative support staff. In addition, the evaluation team include staff from within and outside the Community Development Department. This approach was implemented to provide a balanced approach to the evaluation review and scoring of proposal responses.

Upon completion of the evaluation, the review and scores were transmitted to City Purchasing for tabulation of the results and Willdan Engineering was determined to provide the best value of services and costs to the City of Banning.

It should be mentioned that Willdan Engineering recently provided Building and Safety Services to the City of Banning from 1984 until CAA took over in 2015. In addition, Wildan Engineering also provides Building & Staffing services for several Cities adjacent to Banning; which provides a unique skill set in bringing an intimate understanding of the City's development climate.

Below is a summary of the evaluations; which were conducted by the team of City Executive, Management, and Administrative Staff Members:

RFP 19-045 - Building & Safety Plan Check & Landscape Design Review Services					Total Score	Avg. Score	Rank
Willdan Engineering	96	99	92	85	372	93	1
JLee Engineering, Inc	83	95	85.5	76	339.5	84.88	2
4LEAF, Inc	86	89	82.5	80	337.5	84.38	3
Bureau Veritas North America, Inc	91	90.5	92.5	57	331	82.75	4
Advanced Applied Engineering (infrastructure engineering)	62	74.5	90.5	68	295	73.75	5
HR Green Pacific, Inc	60	85	62	87	294	73.5	6
Transtech Engineers, Inc	64	82	73	71	290	72.5	7
West Coast Code Consultants, Inc	63	70	63	58	254	63.5	8

JUSTIFICATION:

As of October 4th, the City will no longer be able to provide Building and Safety Staffing Services due to the termination of our existing contract with Charles Abbott & Associates. This transition comes at a dynamic time when the City of Banning is poised to experience significant growth, within our residential housing market.

In a parallel effort, the City of Banning is currently undertaking a recruitment process for a permanent Chief Building Official who will be responsible for the daily

management of the Building Division which falls under the Community Development Department. This individual will manage the building counter, plan check and inspection services, coordinate with the Riverside County Fire Marshall on code and business license inspections, and interact with the City Finance Department on the business licenses as well. This combination of a permanent Building Official and an experienced contract firm is the City's best option to prepare for the anticipate development growth and permit activity.

FISCAL IMPACT:

The total compensation for the services shall not exceed $490,320 per fiscal year and will not exceed $1,470,960.00 for the contract life of three (3) unless the Council entertains the optional contract extensions. The source of funds will be 100% reimbursed by developer fees and permit activity.

OPTIONS:

1. Approve as recommended
2. Do not approve and direct staff to prepare and issue a RFP.

ATTACHMENTS:

1. Resolution 2019-122
   https://banningca.gov/DocumentCenter/View/6485/ATTACHMENT-NO-1---Resolution-2019-122_2019-09-24
2. Proposal from Willdan Engineering for Building and Safety Plan Check & Landscape Design Review Services
   https://banningca.gov/DocumentCenter/View/6486/ATTACHMENT-NO-2---Willdan_Banning_Proposal_2019-09-04
3. Draft Professional Services Agreement (C00608) between the City of Banning and Willdan Engineering
   https://banningca.gov/DocumentCenter/View/6487/ATTACHMENT-NO-3---DRAFT-PSA-C00608-WILLDAN-ENGINEERING
4. Charles Abbott & Associates (CAA) Notice of Termination of Services
   https://banningca.gov/DocumentCenter/View/6488/ATTACHMENT-NO-4---Notice-of-Termination-City-of-Banning

Approved by:

Douglas Schulze
City Manager

RESOLUTION 2019 – 122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA C00608) WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK AND LANDSCAPE DESIGN REVIEW SERVICES.

WHEREAS, on June 23, 2015, the City Council approved a Professional Services Agreement with Charles Abbott and Associates ("CAA") to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

WHEREAS, on April 10, 2018 the City Council approved the fifth and final contract with Charles Abbott and Associates to provide Building and Safety Plan Check and Design Review Services to the City of Banning.

WHEREAS, on June 30, 2019 the fifth contract amendment expired between the City of Banning and Charles Abbott and Associates (the "Parties").

WHEREAS, on July 9, 2019 the Parties mutually agreed to continue services, under Contract Amendment No. 5, pending City Council approval of Contract Amendment No. 6; which was being drafted for the August 27, 2019 City Council Meeting.

WHEREAS, on August 6, 2019 Charles Abbott and Associates transmitted, in writing, a sixty-day contract termination notice to the City of Banning which concluded their services on October 4, 2019.

WHEREAS, on August 16, 2019 the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019.

WHEREAS, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City.

WHEREAS, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP.

WHEREAS, City and Willdan Engineering ("Consultant") now desire to enter into a Professional Services Agreement for a three-year term, with two optional extensions, each for a period of one year. The City and Consultant wish to include compensation for building and safety plan check and landscape design review services in an amount not-to-exceed ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($1,470,960.00) for a three-year term.

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

SECTION 1. The Banning City Council adopts Resolution 2019-122 approving a Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $490,320.00 for Building and Safety Plan Check and Landscape Design Review 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 Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed ($1,470,960.00) for a three-year term, to provide Building and Safety Plan Check and Landscape Design Review Services to the City of Banning.

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 24th day of September, 2019.

_____
Arthur L. Welch,
City of Banning

ATTEST:

_____
Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

APPROVED AS TO FORM
AND LEGAL CONTENT:

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

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-122 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of September, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

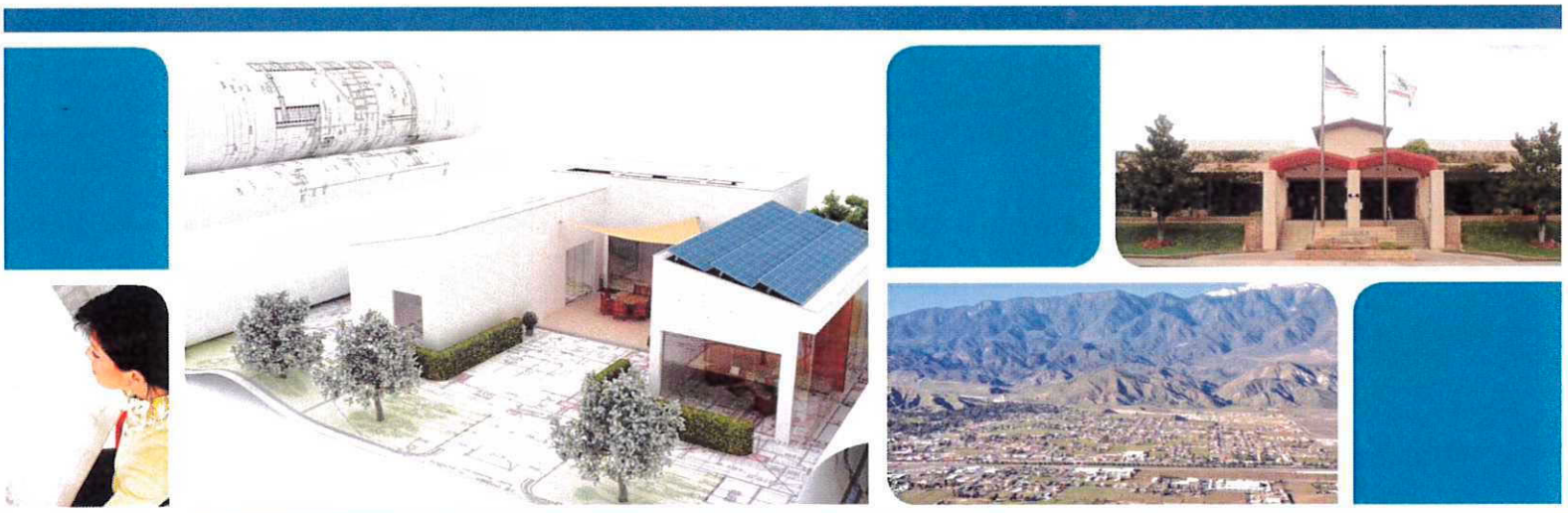
City of Banning

Proposal for

Building & Safety Staff, Plan Check, Inspection, Landscape Design Review, and Administrative Support

RFP No. 19-045

September 4, 2019



WILLDAN

WILLDAN Engineering

Cover Letter

September 4, 2019

Ms. Shiloh A. Rogers
Purchasing Manager
City of Banning
99 East Ramsey Street
Banning, CA 92220

Subject: **Proposal – Building & Safety Staff, Plan Check, Inspection, Landscape Design Review, and Administrative Support/RFP No. 19-045**

Dear Ms. Rogers:

Willdan Engineering is pleased to present this proposal to the **City of Banning** to provide Building and Safety services to the City. Willdan has been a consistent industry leader for more than 55 years providing all aspects of municipal and infrastructure engineering, including **building and safety**, public works, public financing, planning, and construction management services. **In addition, Willdan provided Building and Safety Services to the City from 1994 until 2015.**

While our exceptional services are presented in this response, listed below are reasons why Willdan is uniquely qualified to provide these services to the **City of Banning**.

- **Unmatched Knowledge of City Processes and Standards –** Willdan is a recognized leader in the delivery of building and safety services for California cities and counties, having served in this role in a staff augmentation and on-call capacity for numerous state municipalities since 1979. **Willdan has provided services to the City of Banning in the past** and our staff has extensive experience working with the City's procedures and expectations for quality service to the community. **Our proposed Project Manager, Mr. Jim Barrett, served as the City's Building Official/Code Enforcement Manager for more than a decade. With the building code adoption scheduled for the first of the year, Jim's familiarity with the City's processes will confirm a smooth transition and his knowledge of the local area, will ensure Willdan's dedication to serving the community.** Willdan's team will be managed and coordinated through our local full-service San Bernardino office, just a 25-minute drive to the City's office – making Willdan conveniently located and responsive to the City's requests.
- **Building Official Services –** Mr. Patrick Johnson, PE, CBO, is being proposed as the **interim building official.** Having worked as a building official in other jurisdictions, Patrick is familiar with how building departments operate. Patrick, a licensed engineer, certified plans examiner and inspector, can be available to meet with applicants submitting plans, be a part of the design review committee for any large potential projects that are coming in, and also perform over the counter plan checks. Patrick was instrumental in the adoption of City of Banning's wind speed in 2014 and has performed numerous plan checks that involve structural and nonstructural review for the City through Willdan between 2005 and 2015.
- **CASp Certified Inspectors –** Willdan Engineering can provide CASp certified specialists to the City, as required by **Senate Bill No. 1608,** specifically **CHAPTER 549.**
- **Building Inspectors –** Willdan proposes to provide full time in-house inspectors for the City of Banning; however, during busy times as well as relief inspections due to vacations and/or time off, Willdan has the capability of utilizing additional inspectors in the area due to the numerous local cities Willdan serves.

- **Customer Service –** Our approach to user-friendly customer service specifically results in reduced number of plan check rechecks and has allowed us to meet the required plan check turnaround time standards of the City. Likewise, the assignment of experienced building inspectors by Willdan results in accurate-time effective field building inspections.
- **Electronic Plan Check –** Willdan Engineering offers **electronic plan checking** which reduces foot traffic at City Hall and significantly expedites review and reduces shipping and printing costs for the applicant and promotes a paperless environment at no additional cost to the City or permit applicants.
- **Public Sector Experience –** Our staff - many of whom have experience as former public agency staff and management - understands the uniqueness of public agency needs and issues. They have served as building officials, city engineers, planning directors, traffic engineers, and public agency staff members for numerous cities and counties. The diversity of this experience is an added value of our services.
- **Conflict of Interest –** Willdan does not provide any services for any private client within the corporate boundaries of the City.

Our approach to each assignment is to furnish the client with technical assistance and strong project management in a professional, efficient and economical manner. **Mr. James Barrett, CBO,** will serve as the **Project Manager** and will oversee all services provided to the City. We have reviewed the City's sample agreement and will be able to enter into a contract with the City. This proposal shall remain valid for a period of not less than 180 days from the date of this submittal. We have received and reviewed Addendum No. 1, dated August 29, 2019. Please feel free to contact me should you have any questions or require additional information.

Respectfully submitted,
WILLDAN ENGINEERING

Patrick Johnson, PE, CBO
Director of Building and Safety
pjohnson@willdan.com

James Barrett, CBO
Principal Project Manager
jbarrett@willdan.com

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- Resumes

Company Overview

Willdan, founded in 1964, is a leading nationwide provider of professional consulting and technical services. The primary markets Willdan serves are: electric energy consulting; infrastructure planning and engineering; economic and financial consulting; and homeland security consulting. The company serves these four complementary markets through its divisions – energy efficiency services (Willdan Energy Solutions), engineering services (Willdan Engineering), public finance services (Willdan Financial Services) and homeland security services (Willdan Homeland Solutions). **Willdan has a reputation for delivering high-quality projects on time and within budget.** Rooted in Willdan's corporate culture is its focus on quality customer service. The company has more than 1,200 employees, including licensed engineers, program and construction managers, financial analysts, planners, and other skilled professionals. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States. The company currently serves approximately 1,100 distinct clients. Headquartered in Anaheim, the company operates a network of offices in more than a dozen states across the U.S.

Best Practice

Willdan Engineering

Willdan Engineering (Willdan), a California Corporation and subsidiary of WGI, specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.

WILLDAN ENGINEERING SERVICES

- Building and Safety
- City Engineering
- Capital Program Management
- Construction Management/Inspection
- Development Services/Plan Review
- Environmental/Planning
- Flood Control Design
- Landscape Architecture
- Pavement Management
- Structural Engineering
- Survey/Mapping
- Traffic Engineering
- Transportation Engineering
- Water/Wastewater

Innovation

Willdan's understanding of public agency needs and issues is unique in the industry. In addition to the significant portion of our staff that have served in public agency management positions prior to joining Willdan, we have had numerous assignments with over 60% of the cities and counties in California for building officials, city engineers, planning directors, traffic engineers, and other public agency staff members. With our depth of experience, expertise, knowledge and resources, Willdan is able to offer practical solutions that are timely, cost effective, and that meet the needs of individual communities. The diversity of our staff experience is an added value of our professional services.

Since 1964, **Willdan Engineering** has helped revolutionize the way consulting services are provided by local offices. Our regional and satellite offices are strategically located to offer local, focused service to the varied demographics of our public agency customers. Willdan Engineering's lean organization enables staff to efficiently communicate individual project challenges and goals company-wide, thereby utilizing all of Willdan Engineering's resources to deliver the highest quality and most cost-effective product.

Willdan Engineering understands the unique nature of public agency needs and issues. In addition to many of our staff having served in management positions at public agencies prior to joining **Willdan Engineering**, we have numerous assignments with over 60% of the cities and counties in California for building officials, City engineers, planning directors, traffic engineers, and other public agency staff members.

Building and Safety Services

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, CASp services, OSHPD III plan check and inspection, flood zone experience, building plan review, fire-life safety, building official services, and emergency safety assessment expertise. The inspection and plan review staff maintain current certifications and attends training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff resumes herein.

Landscape Design Plan Review Services

Willdan's landscape architectural team has a blend of plan review experience, knowledge of applicable codes, and construction experience – all necessary to ensure code compliance and a successful project. The team is committed to a partnership effort designed to complete the City's reviews on schedule and has experience organizing, administrating, and implementing landscape plan reviews. Willdan's team is adept at addressing unavoidable plan changes in a timely and constructive manner. Willdan's staff member has received a certificate of completion for California Landscape Contractors Association's Model Water Efficient Landscape Ordinance (MWELO) curriculum. The knowledge obtained included updates to the new State of California water law for landscape and irrigation properties.

Litigation

Civil Investigation or Litigation initiated against Willdan Engineering within the last 5 years:

City of Elk Grove v. Willdan Engineering et al. This suit arises out of construction at the city's aquatic center. The contractor who was contracted directly with the City of Elk Grove poured concrete and did not allow sufficient time to cure and caused cracks and peeling. As a result, the work was redone at a cost of over $2million. The city has brought in all parties involved in the project as defendants. Willdan was the prime engineer on the job. There were no design or engineering errors to the concrete work.

Simpson v. City of Elk Grove, et al., and Ragosa v. Willdan, et al., Sacramento County Superior Court. These suits concern the same traffic accident in the City of Elk Grove resulting from an alleged dangerous road condition. Ragosa is settled at $1.25M. Simpson $2M.

Techak v. City of Calimesa, et al., Riverside County Superior Court. Plaintiff tripped on a street curb claiming personal injuries. Settled for $65k

Divona v. City of Rancho Palos Verdes, Los Angeles County Superior Court. This claim pertains to a motorcycle vs. auto accident in the City of Rancho Palos Verdes. Plaintiff motorcycle driver traveling at about 100 mph collided with an auto driver who was making a left turn. Plaintiff claims that a dangerous condition existed. Several years prior to the accident, Willdan provided design and construction management services to the City RPV in connection with a repaving and restriping project. Dismissed.

Key Personnel

We recognize that the City's departmental workload fluctuates. Willdan hires professionals in three categories – full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. Our proposed staff are qualified registered engineers, architects and ICC certified plans examiners, building and public works inspectors. All services will be provided from our local San Bernardino office, with additional resources employed company-wide as necessary. No subcontractors will be employed for these services to the City.

Name/Title	Registrations/Certifications	Qualifications
Management/Plan Review		
Patrick Johnson, PE, CBO *Director/ Building Official*	▪ Civil Engineer, California No. CE#67960 ▪ Civil Engineer, Arizona No. 50435 ▪ Civil Engineer, Colorado No. 43704 ▪ ICC Plans Examiner ▪ ICC Building Inspector ▪ ICC Building Official	**On-Call Building Official Services**
James Barrett, CBO *Project Manager*	▪ ICC Building Official ▪ ICC Building Inspector	**Project Manager**
Brian Gumpert, CBO *Sr. Plans Examiner*	▪ ICC Building Official ▪ ICC Building Inspector ▪ ICC Plans Examiner ▪ ICC Commercial Plumbing Inspector ▪ ICC Residential Plumbing Inspector ▪ ICC Plumbing Inspector ▪ IAPMO Plumbing Inspector ▪ IAPMO Mechanical Inspector	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Daren Raskin, PE *Supervising Plan Check Engineer/Plan Check Manager*	▪ California Professional Engineer, CE#57577 ▪ ICC Plans Examiner	**Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Aaron Cowen, PE *Plan Check Engineer*	▪ California Professional Engineer, CE#58878 ▪ ICC Plans Examiner	**Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Arne Lovnaseth, CASp *Plan Check Architect*	▪ California Licensed Architect ▪ CASp Certified FFPA Plan Check Certificate ▪ ICC Certified Plans Examiner	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Rouhi El-Rabaa, EIT *Plans Examiner II*	▪ ICC Plan Examiner ▪ EIT Certification	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Christian Mui, EIT *Plans Examiner*	▪ EIT ▪ ICC Plan Examiner	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.

Dana Reed, CASp *Deputy Building Official*	▪ CASp Certified FFPA Plan Check Certificate ▪ ICC Certified Plans Examiner	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety, OSHPD III.
Ricardo Guzman, PE, SE *Plan Check Engineer*	▪ Structural Engineer, California #1833 ▪ Civil Engineer, California #21238	**Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Michael Zabala, CBO *Deputy Building Official*	▪ ICC Building Official ▪ ICC Plan Examiner ▪ ICC Plumbing Inspector ▪ ICC Building Inspector	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
John Hidalgo *Landscape Architect/Plan Review*	▪ Landscape Architect, California, No. 3551 ▪ Landscape Architect, Nevada, No. 788 ▪ Licensed Contractor, California C-27, No. 713613	**Landscape plan review:** Landscape architectural reviews.
Bryan Nguyen, RLA *Landscape Architect/Plan Review*	▪ Landscape Architect, California No. 4967 ▪ Landscape Architect, Nevada No. 757 ▪ Certificate of Completion for MWELO	**Landscape plan review:** Landscape architectural reviews.
Building Inspection		
Martin True, BI *Sr. Building Inspector*	▪ ICC Certified Commercial Building Inspector ▪ ICC Certified Combination Dwelling Inspector ▪ ICC Certified Reinforced Concrete Special Inspector ▪ ACI Certified Concrete Field-Testing Technician Grade 1	**Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Alan Ryzner, BI *Sr. Building Inspector*	▪ ICC Building Inspector ▪ ICC Plumbing Inspector ▪ ICC Mechanical Inspector ▪ ICC Electrical Inspector ▪ ICC Combination Inspector ▪ IAPMO Mechanical Inspector	**Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Robert Houts, BI *Sr. Building Inspector*	▪ ICC Building Inspector ▪ ICC Housing/Property Maintenance ▪ PC 832 ▪ CALBO Post Disaster Safety Assessment Certificate ▪ CACEO/SCACEO	**Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Permit Technician		
Sharon Barrett *Sr. Permit Counter Technician*	▪ ICC Certified Permit Technician	**Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits.
Leslee Starling *Sr. Permit Counter Technician*	▪ ICC Certified Permit Technician	**Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits.

Statement of Understanding/Approach

WORK PLAN

When it comes to serving the residents of the City of Banning community, Willdan sees our role as that of facilitator and guide—helping the City's customers in getting through the review, permitting, and inspection process—rather than leaving the applicant in a bind in obtaining or signing off permits. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City.

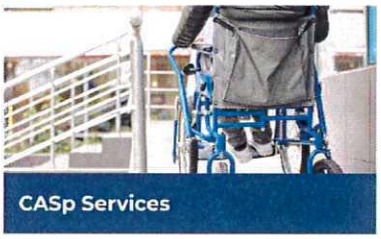
Our proven approach is based on over 40 years of experience and incorporates features enhancing the efficiency and quality of the following services:













SCOPE OF WORK

Building Official Services



Our proposed Building Official, Mr. Patrick Johnson, PE, CBO, will oversee all plan checking, building inspections and permit counter technician services, and will act as the City's representative on building-related matters. He will be scheduled on-site five to ten (5 -10) hours per week and will be available by phone and email during regular City Hall business hours. Responsibilities include, but are not limited to:

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes, ordinance Municipal Code, and as specified in Federal and State law.
- Issue Certificates of Use and Occupancy for building and structures.
- Assist in the coordination and oversight of the building permit, building inspection, building counter and building code enforcement services so that they function as one building and safety organization.
- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations.
- Quality control review of building inspections.
- Resolution of resident inquiries and complaints.
- Make determination on the approval and use of alternative materials and methods of construction.
- Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.
- Contribute the necessary resources to the configuration, implementation and on- going support of an automated permitting system
- Review discretionary applications for preliminary compliance with construction codes.
- Coordinate with Code Enforcement regarding abatement program.
- Review and update the Building/Safety Procedures Manual.
- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.
- Review Planning Commission & City Council staff reports related to Building & Safety items (as needed).
- Periodic attendance at Planning Commission and City Council meetings (as needed).
- Provide emergency and after-hours inspection and reports of damaged properties or structures.

- Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievance and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

Building Plan Review Services

Willdan Engineering presently provides Building and Safety services to a number of municipalities and jurisdictions throughout Southern, Central, and Northern California. In this capacity, we provide a full range of services including plan review, permit issuance, inspection, code enforcement, counter technician and Building Official services. We service client needs from an occasional overload plan review to staffing an entire Building Division. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels and casinos), parking structures, medical facilities and industrial centers.



"We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."

Inkon Kim, PhD, LEED AP
HPA, Inc.

Willdan's plans examiners are ICC certified plans examiners, CASp certified, licensed architects, and/or registered engineers.

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing and mechanical codes, the Title 24 codes, as well as local amendments to the adopted codes. We have extensive experience with the California Green Building Standards Code. **Willdan staff attends classes and seminars on a regular basis to uphold an up-to-date comprehension of all code requirements and to maintain current at no expense to our clients.**

All building plans will be examined for compliance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

- Architectural
- Fire/Life-safety
- Plumbing
- Mechanical
- Structural
- Electrical
- Energy Conservation Regulations (Title 24)
- Disabled Access Regulations (CBC)
- Green Building Standards
- CASp

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

Willdan staff will pick up plans from City Hall and/or provide delivery service at no additional cost to the City. We will supply the City with plan bags and shipping labels as well as Willdan's FedEx and OnTrac account numbers.

Plan review status can be accessed 24 hours a day by going to our website (http://willdan.com/new/clientLinks.aspx#planreview) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and City staff.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

ELECTRONIC PLAN REVIEW

"Working with Willdan speeds up the installation of solar. They have quick and efficient plan reviews through an electronic review process. Complete Solar is happy to continue to work with Willdan on a regular basis."

Sarah Prado, Agent
Complete Solar

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the City or applicants. The many advantages of our "tree-saving" electronic plan review process includes the elimination of the need for additional computer software or hardware–only an Internet connection is necessary. Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam. Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.

This service allows for on-line collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and timelines for plan review processing for the applicant.

Building Inspection Services



Our inspectors are ICC certified and fully experienced to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

CASp SERVICES



Willdan can provide CASp certified inspectors to the City as required by **Senate Bill No. 1608,** specifically **CHAPTER 549** which reads as follows:

> *(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.*

Permit Technician Services



Under the supervision of the Building Official, our provided permit technician will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable staff, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience. Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician will provide counter services during City Hall hours.

Our building counter services include but are not limited to:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires, complaints
- Plan review monitoring, to ensure turnaround times and standards are being met
- Records maintenance, document preparation for storage and or imaging

Landscape Design Plan Review



Willdan offers a full complement of landscape architectural services, including WELO landscape plan reviews. In developing quality project plans, our landscape architects apply their knowledge in site analysis, user-need programming, site design, urban and street beautification design, landscape preservation, water conservation, and arboriculture. These combined services provide additional insight for plan reviews since they require attention to detail, emphasis on project completeness, and enhanced understanding of the combined overall project scope. Landscape plan review includes but is not limited to:

- Review of preliminary and final landscaping plans for commercial, residential and civic developments
- Review of landscape irrigation plans and specifications per the Banning Municipal Code, IA standards and ET requirements

- Review of landscape planting plans per Banning Municipal Code, WUCOLS (Water Use Classification of Landscape Species), Sunset Zone (on the edge of Zone 18) and proper planting location
- Verify MAWA (Maximum Allowable Water Allowance)
- Review line of sight conditions

Schedules

Plan Check/Inspection

Expedited plan review can be provided at the City's request. Average turnaround times are delineated below but can be adjusted when necessary.

TYPE OF PROJECT	INITIAL PLAN CHECK	SUBSEQUENT PLAN CHECKS
Residential/Commercial Plans	8 – 10 working days	5 working days
Solar Plans	2 – 3 working days	1 – 2 working days
Preliminary Landscape Design Plans	10 working days	
Final Landscape Design Plans	10 – 12 working days	8 working days
Minor Plans and Single-Story Additions	3 working days (over the counter)	1 working day (over the counter)
Building Inspection	Following work day if request is received before 4:00pm	

City Staff Roles

Permanent City staff will fill their respective. Willdan staff will work alongside City staff as one cohesive group with a common purpose and task. There will be no discernable difference between Willdan and City staff except as follows: City staff will solely be responsible for enforcing City General Plan requirements, public works and Municipal Code requirements not included in the scope of responsibility outlined in this proposal and subsequent agreement. City staff is also responsible for management related to the personnel matters of their staff respectively; Willdan Building staff will not be responsible for inter-City personnel issues or the implementation of City-wide decisions and directives that come directly from City management or elected officials as they relate to City staff. Willdan staff will respect and implement the decisions of City management, as directed, and the laws made within the City as they relate to the aforementioned departmental tasks only and municipal law as voted upon by City elected officials. Willdan staff and management does not approve leave requests for City employees or make direct decisions regarding City staff personnel matters. Willdan management staff will manage the department as directed but will not be making direct staffing decisions for the City public employees.

Experience/References

The following is a list of our current Building and Safety Services contracts for California municipalities and jurisdictions similar to the services requested.

CLIENT	CONTACT INFORMATION	DATES OF SERVICES
City of Azusa, CA	Community Development Director 626.812.5236	2012 – Present
City of Bakersfield, CA	Chief Building Official 661.326.3720	2012 – Present
City of Beaumont, CA	Community Development Director 951.572.3212	2011 – Present
City of Big Bear Lake, CA	City Manager 909.866.5832	2011 – Present
City of Calexico, CA	Chief Building Official 760.768.2110	2013 – Present
City of Carmel, CA	Community Development Director 831.620.0222	2016 – Present
City of Chino, CA	City Building Official 909.334.3250	2014 – Present
City of Coachella, CA	Development Services Dir 760.398.3102	2017 – Present
City of Coalinga, CA	Building Inspector 559.935.1533	2007 – Present
City of Colton, CA	City Building Official 909.370.5079	2003 – Present
City of Colusa, CA	City Manager 458-5890	2013 – Present
City of Cudahy, CA	City Manager 323.773.5143	2012 – Present
City of Desert Hot Springs	Community Development Director 760.329.6411	2019 – Present
CSU Monterey Bay	Facilities Department 831.582.3000	2011 – Present
CSU San Jose	Facilities Department 408.924.5980	2013 – Present
CSU Sonoma	Facilities Department 707.664.2947	2010 – Present
CSU Sacramento	Facilities Department 916.278.6296	2011 – Present
CSU Fresno	Facilities Department 209.278.2457	2013 – Present
City of Fontana, CA	Chief Building Official 909.350.7640	2013 – Present
City of Folsom, CA	Chief Building Official 916.355.7200	2010 – Present
County of Fresno, CA	Building & Safety Department 559.600.4078	2006 – Present
City of Garden Grove, CA	City Manager 714.741.5000	2011 – Present
City of Goleta	Community Development Director 805.961.7552	2011 – Present

City of Grand Terrace, CA	Community Development Director 909.825.3825	2013 – Present
County of Glenn, CA	Building Department 530.934.6546	2010 – Present
City of Highland, CA	Chief Building Official 909.864.6861	1994 – Present
City of Hawthorne, CA	Dir. of Building & Safety 310.349.2990	2013 – Present
City of Irvine, CA	Chief Building Official 949.724.7425	2014 – Present
City of Laguna Woods, CA	Dev Program Analyst 949.639.0561	2018 – Present
City of Long Beach, CA	Chief Building Official 562.570.6555	2014 – Present
City of Loma Linda, CA	Community Development Director 909.799.2800	2013 – Present
City of La Puente, CA	Community Development Director 626.855.1500	2010 – Present
County of Lassen, CA	Chief Planner 530.251.8269	2012 – Present
City of Moreno Valley, CA	Chief Building Official 951.413.3000	2013 – Present
City of Maywood, CA	Chief Building Inspector 323.562.5723	2011 – Present
March Joint Power Authority, Riverside, CA	Planning Director 951.656.7000	2013 – Present
Morongo Band of Mission Indians, CA	Construction Director 951.849.4697	2012 – Present
City of Murrieta	Sr. Plans Examiner 951.461.6054	2019 – Present
City of Norco, CA	Chief Building Official 951.735.3900	2013 – Present
City of Orange, CA	Chief Building Official 714.744.2230	2011 – Present
County of Orange, CA	Manager, Land Development 714.667.8852	2010 – Present
City of Palm Desert, CA	Chief Building Official 760.346.0611	2009 – Present
County of Placer, CA	Community Development 530.745.3000	2012 – Present
City of Redlands, CA	Chief Building Official 909.798.7536	2012 – Present
City of Rialto, CA	Dir. Development Services 909.820.2505	2011 – Present
City of Ridgecrest, CA	Dir. Development Services 760.499.5072	2017 – Present
County of Riverside, CA	Dir. of Building & Safety 951.955.1000	2013 – Present
City of Rolling Hills, CA	City Manager 310.377.1521	2012 – Present
City of Rolling Hills Estates, CA	Dir of Planning 310.377.1577	1989 – Present

City of Roseville, CA	Development Services 916.774.5200	2011 – Present
City of Rocklin, CA	Sr. Building Inspector 916.625.5000	2014 – Present
City of San Bernardino, CA	Community Development 909.384.5057	1986 – Present
County of San Bernardino, CA	Community Development Director 909.387.4700	2013 – Present
City of San Luis Obispo, CA	Chief Building Official 805.781.7100	2013 – Present
City of Sanger, CA	Chief Building Official 559.876.6300	2013 – Present
City of Sierra Madre, CA	Community Development Director 626.355.7135	1992 – Present
Soboba Tribe	Chad Delgado 951.665.1000	2017 – Present
City of South Lake Tahoe, CA	Chief Building Official 530.542.6072	2014 – Present
City of Tustin	Asst Dir Comm. Dev. 714.573.3106	2017 – Present
City of Woodlake, CA	City Administrator 559.564.8055	2012 – Present
City of Woodland, CA	Community Development 530.661.2000	2013 - Present
City of Winters, CA	Community Development 530.795.4910	2013 - Present
City of Yuba, CA	Chief Building Official 530.822.4629	2010 – Present
UC Riverside	Chief Building Official 951.827.1382	2018 – Present

References

CLIENT NAME	PROJECT DESCRIPTION	PROJECT DATES	CONTACT	ADDRESS
City of Highland	Building plan check and inspection services; fire life safety plan check and inspection services; CASp services; engineering design services.	1987 - Present	Joseph Hughes City Manager 909.864.2136 jhughes@cityofhigland.org	27215 Baseline Highland, CA 92346
City of Loma Linda	Building Official services, plan check and inspection services. Building permit counter services. CASp services. Map Checking	1980 - Present	Konrad Bolowich Community Development Director 909.799.2810 kbolowich@lomalinda-ca.gov	25541 Barton Road Loma Linda, CA 92354
City of Moreno Valley	Building plan check and inspection services. Building permit counter services.	1995 - Present	Allen Brock Community Development Director 951.413.3000 allenb@moval.org	14177 Frederick Moreno Valley, CA 92552
City of Rialto	Building plan check and inspection services. Building permit counter services.	2011 - Present	James Caro Building Official 909.421.4962 jcaro@rialtoca.gov	249 S Willow Ave Rialto, CA 92376
City of San Bernardino	Building plan check and inspection services. Fire life safety plan check. Building permit counter services. Interim Building Official services. Engineering plan check.	1986 - Present	Michael Huntley Community Development Director 909.384.5357 huntley_mi@sbcity.org	290 North D St San Bernardino, CA 92401
March Joint Powers Authority	Building Official services, plan check and inspection services. CASp services.	1999 - Present	Katie Dunlap Permit Specialist 951.656.7000 dunlap@marchjpa.com	14205 Meridian Pkwy, Ste. 140 Riverside, CA 92518

Evidence of Insurance

We have reviewed the City's requirements and have attached a sample of our Certificate of Insurance in the Appendix herein.

Financial Capacity

Willdan is financially strong, having received $272.3 million in contract revenue during 2018. As a publicly-traded company, Willdan provides complete transparency into our financial health and viability through routine reporting under strict Security Exchange Commission (SEC) regulations. For more information on Willdan's finances, please visit: http://ir.willdangroup.com. **Willdan has no financial or legal conditions that may impede its ability to provide these services.**

Disclosure

Willdan has no past or current relationships with any current Banning elected official, appointed official, City employee or family member of current Banning elected official, appointed official, or City employee.

Price Proposal

Services	*Fee Schedule*
Building Plan Review (% of fee)	75% of fee collected
Structural Only Plan Review	40% of fee collected
Plan Review (hourly)	$130/hr
Building Official Services	$135/hr
Landscape Design Plan Review	$130/hr
Inspection Services	$ 90/hr
CASp Services	$115/hr
Permit Technician Services	$ 65/hr

Based on assumed hours, total approximate budgets per year:

Service	*Estimated Yearly Budget*
1 Full-time Building Inspectors	$179,280
1 Building Official – 8 hrs/week	$ 56,160
1 Full-time Permit Technician	$129,480
Plan Review – 20 hrs/week	$135,200

All services (except for % of fee plan review) will be invoiced hourly. Estimated budgets may increase or decrease depending on the workload at the City.

Appendix

- Proposal Forms
- Sample Certificate of Insurance
- Resumes

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 publicly advertised.

_____

OR

I certify that Proposer and Proposer's representatives have communicated after the date and time that this RFP was publicly 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 ___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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/01/2018

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Willdan Engineering
2401 East Katella Avenue
Suite 300
Anaheim CA 92806 USA

COVERAGES **CERTIFICATE NUMBER:** 570073761492 **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. **Limits shown are as requested**

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			P6307J366586TIL18	11/09/2018	11/09/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Employee Benefits Liability						MED EXP (Any one person)	$15,000
	X Contractual Liability Included						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			P-810-7J365332-TIL-18	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PJUB9J55881918	11/09/2018	11/09/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Archit&Eng Prof			028174912 SIR applies per policy terms & conditions	11/09/2018	11/09/2019	Aggregate Per Claim SIR	$3,000,000 $3,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Proposal Only.

CERTIFICATE HOLDER

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim CA 92806 USA

CANCELLATION

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570073761492

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

PATRICK JOHNSON, PE, CBO

Director of Building and Safety/Building Official

Education
University of Iowa, Iowa City, IA
Bachelor and Science, Structural Engineering
California State Polytechnic University-Pomona
Master of Engineering

Affiliations
ASCE (American Society of Civil Engineers)

Registrations
California Professional Engineer, CE#67960
Arizona Professional Engineer, CE#50435
Colorado Professional Engineer, CE#43704
Nevada Professional Engineer, CE#20699

OIC#2738

ICC Building Official 5280450
ICC Plans Examiner, 5280450-60
ICC Building Inspector, 5280450-10

Certified Disaster Response Team Member, California Building Officials

20 Years' Experience

Mr. Patrick Johnson has 20 years of construction and engineering experience and is a registered engineer specializing in lightweight commercial, industrial, and residential structures. He has plan checked several tilt-up warehouse buildings up to 2.3 million square feet and numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to six stories in height.

As Director of Willdan's Building and Safety Division, Mr. Johnson is responsible for overseeing all Building and Safety services company-wide as well as providing structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as acting building official for the cities of Big Bear Lake, Loma Linda, and Rancho Mirage. He has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils.

As a project manager for Willdan's On-call Building Official and Building and Safety Services contracts, Mr. Johnson works with City managers to plan, organize, direct, and administer the activities of their Building and Safety Departments, including building inspections; inspection of construction; and general rehabilitation or repair of commercial, residential, and industrial properties. He has overseen reviews of building plans, calculations, and specifications for proposed structures; administered building and safety code enforcement; and reviewed construction plans to ensure they meet building codes and zoning regulations. Mr. Johnson also oversees inspectors monitoring construction sites to determine whether structures and systems have been installed to meet all construction codes and ordinances for public safety.

Relevant Project Experience

Building Official Services, City of Loma Linda, California. Building Official responsible for working directly with the City Manager to plan, organize, direct, and administer the activities and operation of the Building and Safety Department, including building inspections, inspection of construction, and the general rehabilitation or repair of commercial, residential and industrial properties. Oversee the review of building plans, calculations and specifications for proposed structures. As administrator of Building and Safety Codes Enforcement, approve all construction plans to ensure they meet building codes and zoning regulations. Inspect and monitor construction sites to determine if structures and systems are installed to meet all construction codes and ordinances for public safety Inspection. Supervise, train, evaluate and discipline employees; monitor and coordinate work. Oversee staff engaged in the preparation and maintenance of records of plans, inspection processes, letters and reports prepared or used in connection with building inspections; respond to questions from property and building owners; and interpret codes.

JAMES BARRETT, CBO

Project Manager/Building Official

Education

Riverside Community College-Construction Technology
Mt San Jacinto Community College Engineering and Architectural Design
National Education Center - Architectural Design

Registrations

ICC Certified Building Official
ICC Building Inspector

Affiliations

California Building Officials
Indiana Association of Building Officials
Illinois Association of Code Enforcement
Past President ICC Citrus Belt Chapter
Past Secretary/Treasurer ICC Foothill Chapter
Education Committee Chair Foothill and Citrus Belt
CALBO Instructor
ICC Preferred Provider Instructor

International Code Council

National Fire Protection Association

Experience
30+ Years

Mr. James Barrett, as Project Manager and Building Official for Building and Safety Services for Willdan Engineering, supervises field building inspection, plan review, public counter, code enforcement and construction management operations. His responsibilities encompass all new construction, inspection duties, abatement of substandard property, redevelopment projects, and Community Development Block Grant funded projects. He has been a member of the Willdan team since 1997.

Relevant Project Experience

- He has served as Building Official for the cities of San Bernardino, Rancho Cucamonga, Colton, Loma Linda, Banning, Calimesa, Canyon Lake, Yucaipa and Deputy Building Official for March Joint Powers Authority.
- Code Enforcement Manager for the City of Perris
- Project and Inspection Manager for various California Energy Commission Peaker Power Plant projects.
- Project and Inspection Manager for Morongo Band of Mission Indians Casino, 22 Story Hotel
- Performed plan check and inspection of medical research facilities, multi-story office buildings, educational facilities, parking structures, retail outlets, single-family and multi-family residential developments, warehousing, electric generation facilities and large assembly type buildings.
- Trained and supervised up to 44 field and counter staff.

Prior to joining the Willdan team, Mr. Barrett served 11 years with the City of Banning as the Building Official/Code Enforcement Manager. In this position he was responsible for the day to day operations of the Building and Code Enforcement division.

BRIAN GUMPERT

Building Official/Sr. Plans Examiner

Education

Associate of Science in Construction Technology Riverside Community College

Associate of Science in Civil Engineering Riverside Community College

Registrations

ICC Building Official: Cert #5126657

ICC Plans Examiner Cert #5126657

ICC Building Inspector: Cert#5126657

!CC Commercial Plumbing Inspector

!CC Residential Plumbing Inspector

IAPMO Plumbing Inspector: Cert#N98954

IAPMO Mechanical Inspector: Cert#N91180

15 Years' Experience

Mr. Brian Gumpert is a Willdan Engineering building official/senior plans examiner with 15 years of experience. Mr. Gumpert is experienced in plan check, reports, customer service, department management, building inspections, and building and municipal code enforcement.

Relevant Project Experience

Willdan Engineering, San Bernardino, CA. Building Official services responsible for overseeing the City's building department, plan review, customer service, and building inspections. I am also responsible for Writing municipal law, adopting new California code, coordination with municipal code enforcement division, enforcement of state building codes as they relate to sub-standard housing and vacant and misused structures, implementing new building department policy and drafting new material for public information and outreach.

Willdan Engineering, Coachella, CA. Building Official services responsible for overseeing the City's building department, plan review, customer service, and building inspections.

Interwest Group, Huntington Beach, CA. Chief Building Official/Plan Reviewer/Building Inspector. Responsible for plan check, reports, customer service, department management, building inspections for the City of Wildomar, building and municipal code enforcement.

Willdan Engineering, San Bernardino, CA. Building Inspector. Responsible for plan check, daily building inspections as a contracted inspector for various municipalities throughout Southern California and independent inspections and reporting for buildings under March JPA lease.

City of Moreno Valley, CA, Building Department. Building Inspector II. Responsible for daily building inspections, data input recording, research, permit issuance, customer service, and plan review.

AARON COWEN, PE

Project Manager/Plan Check Engineer

Education
California State University-Long Beach
BS Civil Engineering

Registrations
California Professional Engineer, CE#58878

ICC Plan Examiner

23 Years' Experience

Mr. Aaron Cowen, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Aaron has more than 23 years of experience in the engineering field including design, drafting and plan check experience.

Mr. Cowen's experience includes the design of wood structures, cantilevered concrete decks, thin-wall concrete shells, retaining walls, foundation systems, and design calculations.

Prior to joining Willdan, Mr. Cowen's previous engineering experience includes the position of Senior Engineer with a Southern California engineering firm. In this capacity, he was design lead on numerous projects; provided on-site field inspections; and was responsible for the management and administration of all engineering data and information.

Relevant Project Experience

Mr. Cowen provides plan review services for a number or jurisdictions including, but not limited to:

- City of San Bernardino
- County of San Bernardino
- March Joint Powers Authority
- Morongo Band of Mission Indians
- City of Tustin
- University of California, Irvine
- Glenn County
- City of Orange
- County of Orange
- University of California, Irvine
- City of Loma Linda
- City of Moreno Valley
- City of Adelanto

DAREN RASKIN, PE

Principal Project Manager/Supervising Plan Check Engineer

Education
California State Polytechnic University-Pomona
BS Engineering

Affiliations
ASCE (American Society of Civil Engineers)

Registrations
California Professional Engineer, CE#57577

ICC Plans Examiner

24 Years' Experience

Mr. Daren Raskin serves as Supervising Plan Check Engineer for Willdan. He possesses experience with design of various multi-story structures, shopping centers, commercial buildings, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. Mr. Raskin's expertise encompasses knowledge of all major building materials, including cold-formed steel, structural steel, concrete, and masonry as well as design of specialized systems of corrugated cold-formed shear walls, concrete shear walls, masonry shear walls, structural steel moment frames, braced frames and rigid diaphragm analysis.

Mr. Raskin's previous engineering experience structural design, analysis, and calculations for repair of fire damaged residential and commercial buildings, room additions, and custom homes and ensuring structural drawings met design and code requirements.

Relevant Project Experience

On-Call Plan Review and Inspection Services, City of San Bernardino, California. Plans Examiner responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities and multi-family residential developments.

On-Call Plan Review and Inspection Services, City of Rialto, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Loma Linda, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Moreno Valley, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, County of San Bernardino, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, March Joint Powers Authority, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments in connection with development of former March Air Force properties.

On-Call Plan Review and Inspection Services, County of Riverside, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Beaumont, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

Dundee Residence Hall and Glasgow Dining Hall, University of California, Riverside, California. Plans Examiner responsible for plans reviews in connection with improvements designed for the two halls.

On-Call Plan Review and Inspection Services, City of Norco, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Highland, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

ARNE LOVNASETH, CASp, ARCHITECT

Plan Check Architect

Education
Cal Poly Pomona, Bachelor of Science, Bachelor of Architecture

Registrations
California Licensed Architect, #C18833
I.C.C. Plans Examiner #0877794-B3

OIC# 2737

Mr. Arne Lovnaseth, a registered Architect in California, is a Plan Check Architect for Willdan's Building and Safety Division. He has 26 years' experience in the construction field specializing in design work and plans examining. As a 1983 and 2001 graduate of Cal Poly Pomona his primary focus has been on architectural design of lightweight commercial and residential structures. He has attended a number of code enforcement seminars and currently is compiling a NCARB record for certification nationwide. He has extensive experience in ADA compliance.

During his tenure with Willdan, Mr. Lovnaseth has provided Counter Plan Review services to the City of Redlands, City of South El Monte, and the March Joint Powers Authority, a redevelopment agency located at March Air Force Base.

Relevant Project Experience

26 Years' Experience

Projects include university buildings, single and multi-family homes, industrial buildings, commercial warehouses, restaurants, fitness centers, motels, medical facilities and numerous tenant improvements.

Mr. Lovnaseth's previous architectural and plan checking experience includes the position of Senior Plans Examiner for a large Inland Empire City for more than five years. In this capacity, he specialized in the plan checking of lightweight commercial, multi and single-family housing. He supervised a staff of 5 plans examiners and permit technicians, issuing over 3,000 building permits a year.

Prior experience includes project manager at John McInnes Architect in Laguna Beach for five years and job captain at Sumich Design in San Juan Capistrano for eight years.

ROUHI EL-RABAA

Plans Examiner II

Education

Bachelor's in Civil Engineering

California State University, Los Angeles

Registrations

E.I.T. Certificate #152500

ICC Plans Examiner Certificate #8868081

4 Years' Experience

Mr. Rouhi El-Rabaa is a Willdan Engineering Building Plans Examiner with 4 years of experience. Mr. El-Rabaa is a skilled professional accustomed to playing a vital role in civil engineering cycles. Highly trained in responding to the public, contractors, and design professionals. Experience includes; structural design and analysis, commercial, accessibility, and residential plan checking, structural calculation review, exceptional customer service, and building and municipal code enforcement.

Relevant Project Experience

Willdan Engineering, CA. Plans Examiner II. Responsible for plan check, structural calculation review, and liaison with design professionals and members of the public. Resolve difficult problems with building permit applicants regarding building code requirements and municipality regulations.

City of Redlands, CA. Plans Examiner. Plan check and calculation review, coordinating Division processes, supervising and training permit issuance staff, and public counter plan checking and query solving.

Arcadis Design & Consultancy, Building Department. Structural Design Engineer.
Notable project: Doha Metro Red Line South Underground Rail Project
Project valuation: $650 million
Oversight and management of five underground railway stations, ensured that shop drawings were delivered on time and within budget, scheduled and monitored the progress of a large team of CAD technicians, and provided dependable engineering and project resolution in a fast-paced design-build atmosphere.

DANA REED, CASp

Senior Plans Examiner/Deputy Building Official

Education
Riverside Community College
Construction Technology

Affiliations
International Conference of Building Officials
International Association of Electrical Inspectors
International Association of Plumbing and Mechanical Officials

Registration
Certified Access Specialist CASp-#287
ICC Certified Building Inspector, #37018
ICC Certified Plans Examiner, #75985

32 Years' Experience

Mr. Dana Reed is a Senior Plans Examiner/Deputy Building Official for Engineering. He has more than 30 years of plan review, inspection and construction experience. His extensive experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, Electrical, and Fire Codes, as well as review of projects under ADA Title II, OSHPD, and Titles 19 & 25.

Mr. Reed's plan check projects include university buildings, single and multi-family homes, industrial buildings, commercial warehouses, restaurants, fitness centers, motels, medical facilities, dialysis clinics, casinos and numerous tenant improvements.

Mr. Reed also has extensive experience in CASp related services including inspections for accessiblity compliance.

Prior to joining Willdan, Mr. Reed served the County of Riverside as a plans examiner for the Building Department and as a building inspector for the Cities of Mission Viejo and Laguna Niguel. In this capacity, he reviewed plans for compliance with County ordinances and State requirements and codes; assisted with permit issuance at the public counter and answered technical questions from design professionals and the general public.

RICARDO GUZMAN, SE, PE

Plan Check Engineer

Education

MS, Structural and Earthquake Engineering, National University of Mexico

Civil Engineer Degree (5 year Curriculum), National University of Mexico

Registrations

Structural Engineer, California, No. 1833

Civil Engineer, California, No. 21238
Arizona No. 38916
Mexico, No. 155901
Ohio, No. E-59652
Washington, No. 15338

Affiliations

Structural Engineers Association of California

Earthquake Engineering Research Institute

Colegio de Ingenieros Civiles de Mexico

27 Years' Experience

Mr. Ricardo Guzman brings diverse industry strengths and experience in international business development and California state government oversight of public school and hospital designs to his employment with Willdan. As a skilled structural engineer, Ricardo has performed structural design of various commercial and agricultural light-gauge steel structures and their foundations in California; and offshore platforms, major port facilities, ore processing plants, and one major hotel in Mexico. His expertise includes management and supervision; plan review; forensic structural engineering; and performing earthquake engineering studies and seismic risk studies. Ricardo's structural expertise encompasses a wide range of industrial services: chemical plants, mining industry plants, spillways, several water supply projects, nuclear power plants, and oil industry facilities.

Relevant Project Experience

Plan checked many major California State University (CSU) buildings, including:

- The new Library for the CSU at Monterey Bay – a five-story concrete building with a modernistic complex structure.
- The three-story buckling restrained steel frame building for the Hornet Bookstore and CSU Foundation at CSU Sacramento.
- The new Parking Garage for the CSU at Sacramento – a six-story post-tensioned concrete building that involved 3-D linear and 2-D push-over dynamic analyses.
- The Canyon Village at CalPoly San Luis Obispo – a $230,000.00 project with nine housing buildings and two post-tensioned parking structures.

Plan checked many major commercial buildings in Northern California, including:

- The new Wheatland Wal-Mart store.
- Roseville Galleria Mall additions, alterations and two post-tensioned parking structures.
- The new two-story Tracy City Hall.
- The new two-story Auburn Justice Center.

Plan checked five major hospital buildings and many school buildings, including:
UCSD Hospital – A 12- story (170' high) elevator tower with an eight-story corridor bridging structure and an approximately 25,000 sq. ft. three-story addition. The addition required dynamic analysis considerations due to the way it is attached to the existing building.

CHRISTIAN MUI, EIT

Plans Examiner

Education
California State University, Pomona
BS in Civil Engineering

Registrations
ICC Plans Examiner

EIT

4 Years' Experience

Mr. Christian Mui is a Willdan Engineering plans examiner with more than 4 years of experience. Mr. Mui's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, and Electrical Codes. Christian reviews solar plans submitted to our electronic plan review portal and is able to complete the reviews within one – two days from date of submission.

Relevant Project Experience

PLAN CHECK

- March Joint Powers Authority
- Morongo Band of Mission Indians
- County of San Bernardino
- City of San Bernardino
- City of Big Bear
- City of Colton
- City of Rialto
- City of Grand Terrace
- City of Highland
- City of Loma Linda
- City of Moreno Valley
- City of Norco
- City of Ontario

MICHAEL ZABALA, CBO

Building Official

Education

University of California, Riverside
BA, Political Science

Riverside Community College
Construction Technology

Certifications

ICC Building Official
ICC Plan Examiner
ICC Plumbing Inspector
ICC Building Inspector
ICC Fire Inspector
ICC Mechanical Inspector
PC 832 Certification

20 Years' Experience

Mr. Zabala has more than 20 years of municipal Building and Safety experience and over 25 years in the construction and building industry. He has extensive experience in plan check and inspection services. Mike also is an adjust instructor at San Bernardino Valley College in Construction Technology.

Prior to joining Willdan, Mr. Zabala was the Senior Building Inspector for the City of Perris. He also provided plan check services to the City.

Relevant Project Experience

Willdan - City of San Bernardino

Building Official – Mike was responsible for reviewing all residential plan checks for code compliance. Responsible for guiding a staff of nine and training them on the processes of the Building Division. Responsible for special City Council projects and responds to special requests from the Director. Responsible for handling all difficult code cases. Liaison for Building Department. Establishes State and municipal codes.

City of Perris

Senior Building Inspector – Provided information and guidance to staff and clients regarding building and fire related issues. Performed plan checks and tracked projects through the process of issuance. Performed all difficult inspections and provide reports for all building, fire and code enforcement cases. Provided customer service at the counter and assured the completion of the permit process. Provided extended service to all community related problems dealing with the department. Assured the completion of all business licenses and all annual fire inspections throughout the City.

City of Baldwin Park

Building Inspector – Inspected residential and commercial buildings to assure compliance with codes and standards. Supervised the business license inspections of all establishments in the city. Assured fire, building and ADA compliances. Created and implemented the cities "Crime Free Housing Program" by overseeing the rehabilitation of housing sites.

Housing Inspector (Section 8) – Inspected and investigated privately owned dwelling units, newly constructed buildings and housing developments to determine if they met quality housing standards for Section 8 HUD programs. Responsibilities of this role entailed a jurisdiction of five cities.

JOHN J. HIDALGO, RLA

Landscape Architecture Services/MWELO Plans Reviewer

Education

BS, Landscape Architecture, California State Polytechnic University, Pomona
Summer of 1987, European Study Tour, California Polytechnic State University, School of Architecture, Pomona

Registrations

Landscape Architect, California, No. 3551, 1991
Landscape Architect, Nevada, No. 788, 2008
Licensed Contractor, California C-27, No. 713613, 1999

Experience

27 Years

Mr. John Hidalgo has more than 27 years of landscape architecture experience encompassing a variety of activities. These include design development, project management, client and agency coordination, and overseeing projects from conception through completion, as well as construction documentation and observation. He is familiar with various local, state and federal codes, regulations, procedures and standards relating to construction, safety, park and facility planning, and other building activities. He has successfully completed projects in compliance with these various standards, and while with other firms, has represented the Owner in the review process. Mr. Hidalgo has in-depth experience in both field observation and construction. His current responsibilities include park and streetscape design, plan checking services, and construction observation.

Mr. Hidalgo has served as Agency Landscape Architect responsible for a wide range of activities encompassing plan checking contract administration, construction document preparation, preliminary design studies, pro-gram development, and cost analysis. Clients include municipalities such as the Cities of Sierra Madre, El Monte, La Mirada, Norwalk, Grand Terrance, Yorba Linda, Lake Forest, Rosemead, Loma Linda, Hawaiian Gardens, Rancho Palos Verdes, Paramount and County of Orange. Responsibilities also include providing as-needed services to these different cities.

Relevant Project Experience

March Joint Powers Authority, Meridian Business Center Unit 4, Phase 1 and 2, Riverside County, CA. Project Manager responsible for plan review oversight for landscape and irrigation plans for the business center located on the former March Air Force Base. The 4,400-acre site includes business parks, industrial, office, mixed-use, public facility, and commercial land uses. The plan review included streetscapes, urban plazas, offsite and onsite developments, and general open space. In addition, all plans were reviewed for compliance with Riverside County's Water Efficient Landscape Ordinance.

City of Fontana, Landscape Architectural Plan Review, Fontana, CA. Project Manager responsible for landscape architectural reviews for industrial and commercial centers, subdivision-multi- and single-family, homeowners' associations parcels, street medians and parkways, community facilities districts, parks, and private and public buildings.

City of Yorba Linda, On-Call Plan Review, Yorba Linda, CA. Project Manager responsible for plan review oversight of all improvements within the public right-of-way for streetscape and parkland construction. For streetscape improvements, reviews included medians and parkways encompassing irrigation and planting plans, details, and technical specifications. For park-land sites, reviews included grading and construction plan, playground areas, irrigation and planting plans, details, and technical specifications.

On Call Landscape Plan Check Services, Cities of Norwalk, El Monte, Sierra Madre and La Mirada, CA. Project Manage/Plans Reviewer. Willdan is performing landscape plan check services for compliance with California Water Efficient Model Ordinance.

As Needed Landscape Architecture & Engineering Design Services, County of Los Angeles, CA. Project Manager. The County of Los Angeles retained Willdan to provide as-needed landscape architectural/engineering design services. Those services include preparation of feasibility studies, program development, project design, plan checking, graphic design, cost estimating and engineering design in support of landscape projects. In addition, other services included staff augmentation at the Alhambra office location and construction support. The duration of the as-needed contract is 3 years with a maximum not to exceed fee of $1 million dollars.

BRYAN NGUYEN, RLA

Senior Landscape Architect

Education

BS, Landscape Architecture, California State Polytechnic University, Pomona

Registrations

Landscape Architect, California No. 4967

Landscape Architect, Nevada No. 757

Certificate of Completion for MWELO

Experience

19 Years

Mr. Bryan Nguyen has over 19 years of landscape architecture and graphic design experience. His experience includes the development of conceptual landscape plans with extensive graphic vignettes such as photographic before and after simulations; and the preparation of construction documents. Mr. Nguyen is proficient in AutoCAD, MicroStation, LandFX, Adobe Photoshop, and Macromedia Freehand. Other duties include the preparation of irrigation water and landscape management specification documents and agency landscape plan check submittals.

Relevant Project Experience

City of Calimesa, Landscape Architectural Plan Review, Calimesa, CA. Landscape Architectural Plan Reviewer responsible for review of all improvements within the public right-of-way and commercial, residential and industrial projects. For streetscape and commercial centers, improvement review sheets include medians and parkways, site amenities, irrigation, and planting plans; details; and technical specifications. Plans were reviewed for compliance with the City's Water Efficient Landscape Ordinance.

County of Riverside, Landscape Architectural Plan Review, Riverside, CA. Landscape Architectural Plan Reviewer responsible for reviewing all improvements within the public right of way and limited commercial projects adjacent to the right-of-way. For streetscape and commercial centers improvements, review sheets include medians and parkways, site amenities, irrigation, and planting plans; details; and technical specifications. Plans were reviewed for compliance with the County's Water Efficient Landscape Ordinance.

March Joint Powers Authority, Meridian Business Center Unit 4, Phase 1 and 2, Riverside County, CA. Landscape Architectural Plan Reviewer responsible for landscape and irrigation plan review of the business center located on the former March Air Force Base. The 4,400-acre site includes business parks, industrial, office, mixed-use, public facility, and commercial land uses. The plan review included streetscapes, urban plazas, offsite and onsite developments, and general open space. In addition, all plans were reviewed for compliance with the County's Water Efficient Landscape Ordinance.

Twenty-Nine Palms Band of Mission Indians, Tortoise Rock Casino, Riverside County, CA. Landscape Architectural Plan Reviewer responsible for reviewing landscape and irrigation plans for this mixed-use development that consisted of commercial/retail buildings and a casino. The plans reviewed included planting and irrigation, hardscape, grading, drainage, and erosion control. Other reviews included water use calculations, agronomic soils report, irrigation scheduling, and long-term maintenance guidelines.

Plan Check and Engineering Services, County of Orange, CA. Plans Reviewer. Willdan has been performing development plan reviews for Orange County and that contract was renewed for 2017. The services encompass: grading, drainage, geotechnical, streets, sewers, storm drains, street lighting, landscaping, building & safety reviews, planning conformance, water quality reports.

As Needed Landscape Architecture & Engineering Design Services, County of Los Angeles, CA. Task Manager. The County of Los Angeles retained Willdan to provide as-needed landscape architectural/engineering design services. Those services include preparation of feasibility studies, program development, project design, plan checking, graphic design, cost estimating and engineering design in support of landscape projects. In addition, other services included staff augmentation at the Alhambra office location and construction support.

MARTIN TRUE

Sr. Building Inspector

Registration

ICC Building Inspector

UBC Combination Inspector

CALBO ADA Code Compliance Certificate

CALBO Post Disaster Safety Assessment Certificate

24 Years' Experience

Mr. Martin True has more than 24 years of experience in the construction industry, including 16 years of experience as a building inspector, operating his own inspection firm for a number of years.

Martin's experience includes reviewing building plans and inspecting for correct installation and materials used for state and local code compliance. All trades including: property line set-backs, required steel and anchors for foundations, seismic and load requirements, tilt up walls, block walls. Underground to finish plumbing, framing, insulation, fire rated walls and envelopes, roofing, final grade and final inspections. He also has extensive experience in ADA inspections.

Relevant Project Experience

Willdan

Serves as building inspector for Willdan including residential and commercial inspections, in the following jurisdictions:

- San Bernardino
- Indian Wells
- Rialto
- Fontana
- Loma Linda
- Palm Desert

Robert Houts

Building Inspector

Education

California State University, San Bernardino

Certificates in Management Practices and Inspection Technology

Registration

ICC Building Inspector

ICC Housing/Property Maintenance

PC 832

CALBO Post Disaster Safety Assessment Certificate

CACEO/SCACEO

28 Years' Experience

Mr. Robert Houts has more than 28 years of experience in the construction industry, including 20 years of experience as a building inspector and code enforcement officer.

Robert's experience includes reviewing building plans and inspecting for correct installation and materials used for state and local code compliance and well as coordination with contractors, municipal staff, and City departments. Mr. Houts is responsible for conducting building, electrical, plumbing and mechanical inspections on existing and new residential and commercial buildings during the process of new construction, alterations, additions and repairs to verify that all work performed comply with all applicable Building Code, State regulations, City policies and housing codes.

Relevant Project Experience

Willdan

Serves as building inspector for Willdan including residential and commercial inspections, in the following jurisdictions:

- San Bernardino
- Fontana
- Indian Wells
- Rialto
- Loma Linda
- Palm Desert

City of San Bernardino – Supervising Code Officer

Mr. Houts supervised the City's Code Enforcement Division; developed Code Enforcement programs; provided inspections to ensure compliance with City and State ordinances; prepared Administrative Warrants, Hearing and Appeals; served as liaison to the City Council, Commissioners and the Community.

ALAN RYZNER

Sr. Building Inspector

Registrations

ICC Building Inspector

ICC Plumbing Inspector

ICC Mechanical Inspector

ICC Electrical Inspector

ICC Combination Inspector

IAPMO Mechanical Inspector

Experience

21 Years

Mr. Ryzner has more than 20 years of experience in the construction industry, including experience as a self-employed residential and commercial building inspector in Kern and Tulare Counties. Alan is available to provide building inspection services to jurisdictions in Southern California.

Relevant Project Experience

Juvenile Justice Campus – Fresno, Ca
Served as Inspector of Record

North Annex Jail Expansion – Fresno County, Ca
Served as Inspector of Record

Lemoore Naval Air Station – Lemoore, Ca
Served as electrical inspector

Willdan
Serves as building inspector for Willdan in the City of Coachella and has also provided inspections for the Cabazon Band of Mission Indians and other local jurisdictions.

LESLEE STARLING

Senior Construction Permit Specialist

Education
University of Phoenix
Bachelors of Information Technology

Registrations
International Code Council – Permit Technician #1111296-14

Experience
26 Years

Ms. Leslee Starling has more than 26 years of Building and Safety experience providing permit technician services to various municipalities in California.

Relevant Project Experience

Willdan Engineering - Contract Assignments are as follows:

City of Rialto Building Department

- Assisted with customer service inquiries, interacted with the general public at the front counter and telephone.
- Scheduled construction inspections.
- Responsible for interpreting building codes, methods and practices of various phases of commercial and residential construction.
- Intake of building construction plans.
- Permit fee calculations, issued building, and fire permits for commercial and residential properties.
- Worked closely with development project managers in various aspects of processing construction plans and issuing of permits.

City of Indian Wells Building Department

- Working as a one permit technician office--Responsible for all customer service inquiries, interact with the general public at the front counter and telephone.
- Schedule construction inspections.
- Responsible for interpreting building codes, methods and practices of various phases of commercial and residential construction.
- Intake of building construction plans.
- Permit fee calculations, process payments, and issued building, and fire permits for commercial and residential properties.

City of San Bernardino Community Development

- Respond to customer service inquiries, interact with the general public, and assist with front counter and telephone customer service.
- Responsible for interpreting building codes, methods and practices of various phases of commercial and residential construction.
- Intake of building construction plans.
- Permit fee calculations, process payments, and issued building permits.
- Responsible for providing zoning information, approval of zoning for commercial and home occupation businesses, and intake of design review applications.
- Issue erosion control permits.

City of Colton Building Department

- Assisted with customer service inquiries, interacted with the general public at the front counter and telephone; and assisted in interpreting building codes, permit procedures.

City of Highland Building Department

- Working as a one permit technician office--Was responsible for all customer service inquiries, interacted with the general public at the front counter and telephone.
- Scheduled construction inspections.
- Responsible for interpreting building codes, methods and practices of various phases of commercial and residential construction.
- Intake of building construction plans.
- Permit fee calculations, process payments, and issued building, and fire permits for commercial and residential properties.
- Worked closely with development project managers in various aspects of processing construction plans and issuing of permits.

SHARON BARRETT

Senior Construction Permit Specialist

Education
Crafton Hills College, Yucaipa , CA

Mt. San Jacinto College, San Jacinto, CA

CBO Training Institute-Over the Counter Plan Check, Permit Technician 2

Registrations
International Code Council – Permit Technician #8198367

Experience
16 Years

Ms. Sharon Barrett has extensive experience in the permit/plan processing operations of building and engineering departments.

Relevant Project Experience

Willdan-City of Beaumont/City of Loma Linda/City of Palm Desert
As a senior permit technician, Sharon's primary responsibilities included:

- Plan and permit processing of building and safety projects.
- Issue building permits
- Scheduled inspections for building inspectors
- Customer Service

Willdan-San Bernardino Office
As a permit technician, Sharon's primary responsibilities included:

- Plan processing of public works and building and safety projects for city and county jurisdictions.
- Monthly Reports for all current public works projects and hourly fees associated with the projects.
- Customer relations for private contractors, developers, city & county jurisdictions.

Willdan-Sacramento Office
As a permit/accounts technician, Sharon's primary responsibilities include:

- Facilitates plan check review activities for city, county jurisdiction projects and CSU projects consisting of small tenant improvements to large, multi-million dollar structures.
- Calculates applicable fees.
- Tracks plan check processes from submission until approval; route plans to appropriate personnel.
- Performs related duties as assigned.
- Maintains records and prepare reports as required.
- Assist and advise clients relating to plan check requirements and status of submitted projects.
- Accepts payments for services.

PROFESSIONAL SERVICES AGREEMENT (C00608)

FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES

By and Between

THE CITY OF BANNING

and

WILLDAN ENGINEERING,

a California corporation]

AGREEMENT FOR PROFESSIONAL SERVICES (C00608) FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES BY AND BETWEEN CITY OF BANNING AND WILLDAN ENGINEERING

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 **WILLDAN ENGINEERING, 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 No. 19-045), the performance of the services for building and safety plan check & landscape design review 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 building and safety plan check & landscape design review. 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 ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($1,470,960.00) (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 until completion of the services but not exceeding three (3) year from the date hereof, with the option to extend for two (2) additional years. 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:

Patrick Johnson, PE, CBO, Director of Building and Safety

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:

Laurie Sampson, Date
Acting Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., Date
City Attorney

Two signatures are required if a corporation

CONSULTANT

NAME: DATE
TITLE:

NAME: DATE
TITLE:

Tax ID No.

Address:

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following services in connection with providing building and safety plan check & landscape design review services prepared in connection therewith:

Consultant services – Consultant will provide personnel to act under the direction and supervision of the Community Development Director and the City's Building Official/Development Services Manager, in executing the scope of services referenced herein, and on behalf of the City.

A. Building & Safety Services

These positions are responsible for all Building and Safety Services, counter assistance, permitting and development activities, inspection, and public inquiries, including, but not limited to:

1. Front counter support (City Hall) – Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change; subject to advanced and proper notice to the Consultant.
2. Building inspection – Field hours are 7:00 a.m. to 5:30 p.m., Monday through Friday.
3. Building permits and plan check/processing. Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change subject to advanced and proper notice to the Consultant.
4. Building Permit Plan Review Services; which include, but are not limited, to Building, Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, drainage, civil (streets, sewer, water, recycled water, and gas). Plan check shall also include the review and verification of compliance in Best Management Practices (BMP's) and NPDES storm water compliance (the City operates under the Municipal Storm Water (MS) – 4 permit under the Colorado Regional Water Quality Control Board (CRWQCB), located within the Whitewater watershed. At this time, fire code plan review will continue to be performed by Calfire. The consultant shall also include coordination with Banning Electric Utility (BEU) in compliance with the City's electric utility services.
5. Plan check monitoring/permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
6. Inspection services for Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, erosion control, etc.
7. Monitor and respond to client/applicant/resident's inquiries, provide excellent customer service and resolve complaints to the greatest extent possible, under the supervision of the Building Official and Community Development Director.
8. Accept and respond to Public Records Act (PRA) request under the supervision of the City Clerk or her designee and the Community Development Director.

9. Review and update the Building/Safety Procedures Manual.

10. Assist with permit audits from WRCOG, RCA, TUMF, and other external agencies as applicable.

11. Manage and issue permits associated with construction and demolition debris recycling; including, but not limited to asbestos and other applicable Hazardous Materials related matters.

12. Assist in Building Code enforcement and abatement; including stop work orders, permit suspension, and coordination with the Code Enforcement Department. **NOTE: Banning Code Enforcement Department is now under the supervision, direction, and management of the Banning Police Department (Chief Matthew Hamner).**

13. Prior preparation for and participation in the Planning Divisions' development review and Preliminary Application Committee (PAC) review process and procedures. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Public Works, Fire, and Utility divisions of the City, and comments are given to the applicant's project team.

14. Prepare statistical reports, as needed, on permit issuance metrics for the City's Executive Management Team.

15. Responsible for the maintenance of building and permit records, including the preparation of permit and related documents for storage and/or imaging.

B. Landscape Design Review and Plan Check Related Services

1. Review Landscape Plan Cover Sheet and Title Block.

2. Review, plan check, and provide both written and redline corrections to customers Preliminary and Final Landscaping Plans ("working drawings") for commercial industrial, residential, and civic developments.

3. Consultant shall review both Preliminary and Final Landscape Plans concurrent with state law and local water efficiency landscape rules and ordinances.

4. Review, redline and/or approve Landscape Irrigation Plans (per the Banning Municipal Code), IA standards, and ET requirements.

5. Review, redline and/or approve Landscape Planting Plans (per Banning Municipal Code), WUCLOS & Sunset zones, and proper planting location.

6. Review, redline and/or approve Landscape Irrigation Details and Specifications. Landscape Planting Details and Specifications.

7. Verify Maximum Allowable Water Allowance (MAWA). "California Friendly" planting palette.

8. Review, redline and/or approve plans are aligned with the City of Banning Landscape Guidelines and Standards.

9. Verify Maintenance Responsibility.

10. Review, redline and/or approve line of sight conditions (lines to be prepared by Civil Engineer).

11. Verify consistency with other planned improvements.

12. Verify Irrigation System is designed with velocities less than 5 feet per second (FPS) or 7 fps brass/copper.

Service	**Time frame for Delivery**
Major plan check	10 calendar days
Subsequent plan checks	5 calendar days
Minor plan checks and single story homeowner additions	3 days if submitted into plan check or over the counter during a designated time period each day
Building inspection	The following working day if request is received before 2 PM
Grading plan check	10 calendar days
Subsequent grading plan checks	7 calendar days
Grading Inspection	The following working day if request is received before 2 PM
Preliminary Landscaping Review	10 calendar days for Preliminary (Conceptual) Landscape Plans
Final Landscape Plan Review (i.e., "working drawings)	14 calendar days for Final Landscape Plans
Assistance at the public counter	Immediately during City Hall hours
Return of phone calls	Within 24-hours of receipt
Monthly statistical accounting	Completed at the end of each month

C. Included Duties, Responsibilities, and Information

The consultant shall be responsible to ensure that all other Building and Safety duties and follow-up – not specifically mentioned in the table above – are performed in a timely and responsive manner.

The consultant shall be responsible to ensure all personnel assigned to the City of Banning have sufficient on-going training to perform their assigned duties. The consultant will be required to assist the City in any ISO audits that arise during the contract term. The consultant will also be required to furnish at least two copies of the latest adopted building code, including one copy to the City Clerk for the official City record and to keep those materials up to date. Consultant is advised that Section 15.12.010 of the municipal code states that no building permit fees are required for city owned buildings.

Consultant shall provide staff that are assigned to be at the City full-time, are customer-service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities. Consultant will ensure that it has assigned personnel – with contact and coverage

information clearly communicated to the City – that are required to be available to respond to emergency situations that may require Building and Safety services at times when City Hall is closed for business.

The City is in the process of scanning and digitizing the catalog of old building plans and permits with the goal of maintaining only electronic versions of plans for projects that have been completed. There is a significant backlog of this material. Consultant will be required to utilize a City-provided scanner to scan copies of every plan in the catalog and attach the scanned files to the appropriate parcel in the land management software. This process must be completed during the first two years of the contract. In addition, Consultant will be required to obtain electronic copies of "As-Built" plans at the completion of each project and attaching the electronic files to the parcel in accordance with the City's records retention policy.

I. CITY PROVIDED OFFICE SPACE AND EQUIPMENT

The City will provide only the following office space and equipment for use in performing building and safety services:

1. Use of office space at City Hall that is approximately the same square footage and configuration currently occupied by the Building & Safety Division
2. Use of approximately four (4) City office phones
3. Use of office furniture
4. Use of approximately four (4) City network computers with scanners
5. Copier, Scanner, Fax, filing, and other required office support as deemed reasonable by the Community Development Director; including consistent with the City's adopted Budget).

EXHIBIT "A-1"
CONSULTANT'S PROPOSAL
(pages 1-16)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

CAA *CHARLES ABBOTT ASSOCIATES, INC.*

August 6, 2019

Adam B Rush, M.A., AICP,
Community Development Director
City of Banning
99 Ramsey St.
Banning, CA 92220

SUBJECT: CONTRACT TERMINATION

Dear Mr. Rush

In accordance with the terms of the contract to provide Building & Safety Services to the City of Banning dated June 30th 2015 and contract amendment No.7 dated October 23rd 2018, which expired on June 30 2019. Charles Abbott Associates, Inc. though not currently under contract, would like to honor the terms of the previous agreement of a sixty (60) day Notice of Termination. Charles Abbott Associates, Inc. is hereby giving the City our formal Notice of Termination of said contracts. Our last day of providing service will be on Friday October 4th 2019, unless the City would like us to terminate our services sooner.

We have appreciated the work the City has given us these last years. However, we feel that it is our company's best business interest at this time to end the relationship.

Should the City have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.
Ron Grider, PE, CBO, Director
27401 Los Altos #220
Mission Viejo, CA 92691
Ph (866) 530-4980