

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

October 13, 2009  
**6:30 p.m.**

Banning Civic Center  
Council Chambers  
99 E. Ramsey St.

*Per City Council Resolution No. 1997-33 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.*

**I. CALL TO ORDER**

- Invocation
- Pledge of Allegiance
- Roll Call – Council Members Franklin, Hanna, Machisic, Robinson, Mayor Botts

**II. PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS  
ANNOUNCEMENTS**

Report by City Attorney

Report by City Manager

PUBLIC COMMENTS – *On Items Not on the Agenda*

*A three-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. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public. (Usually, any items received under this heading are referred to staff or 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.

ANNOUNCEMENTS/COUNCIL REPORTS: *(Upcoming Events/Other Items and Report if any)*

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

## PRESENTATIONS:

1. Sunset Grade Separation (ORAL)  
Presentation by: Dale Wintergerst, L. D. King  
Duane Burk, Public Works Director
2. Replier Park Playhouse Bowl (ORAL)  
Presentation by: Max Williams, Max Williams Architects  
Duane Burk, Public Works Director
3. Proclamation – Proclaiming October as Archives Month . . . . . 1

### **III. A. CONSENT ITEMS**

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

**Motion: That the City Council approve Consent Item 1 through 8**

**Items to be pulled \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_ for discussion.**

*(Resolutions require a recorded majority vote of the total membership of the City Council)*

1. Approval of Minutes – Regular Meeting – 09/22/09 . . . . . 2
2. Report of Investments for August 2009 . . . . . 8
3. Award Contract to Lance, Soll and Lunghard, LLP for Annual Audit Services. . . . . 20
4. Resolution No. 2009-81, Approving the Local and System Resource Adequacy Capacity Purchase Agreement with RRI Energy Services, Inc. For Calendar Year 2010 . . . . . 25
5. Resolution No. 2009-82, Awarding an Agreement to Allsup Corporation of Upland, California in an amount of \$25,000.00 for CNG Fueling Station Monthly Maintenance and Repair Services as Needed. . . . . 43
6. Resolution No. 2009-83, Establishing Criteria and Procedures for Street Naming and Renaming . . . . . 48
7. Notice of Completion for the Emergency Overhaul of Process Pump 9-P-2 at the Wastewater Treatment Plant . . . . . 54
8. Cooperative Agreement between the City of Banning, the City of Beaumont, and the County of Riverside to Share the Cost of a Fire Engine Company . . . . 58

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

### **IV. ITEMS FOR FUTURE AGENDAS**

New Items –

Pending Items –

1. Local Economic Stimulus Program *(ETA 10/27/09)*
2. Golf Cart Lane Policy for City of Banning *(ETA 10/27/09)* Pending Beaumont Policy Development
3. Schedule Meetings with Our State and County Elected Officials
4. Set New Date for Joint Meeting with Banning School Board *(Date to be determined)*
5. Update on the Highland Springs Interchange.
6. Additional Splash Pad at Repplier Park Aquatics Center *(ETA 10/27/09)*
7. Budget Study Session on balancing the budget *(ETA 12/8/09)*
8. TOT Ordinance Implementation, i.e. 105 going to 12% (in the future) *(ETA 11/10/09)*

**V. CLOSED SESSION**

1. Pursuant to Government Code Section 54957.6 Conference with Labor Negotiators and Employee organization: BPOA  
Agency Designated Representatives: Sam Racadio, David Aleshire, Bonnie Johnson and Hoyl Belt
2. Pursuant to Government Code Section 54957 with regard to City Manager recruitment.
3. Potential Litigation pursuant to Government Code Section 54956.9.

- A.** Opportunity for Public to Address Closed Session Items.  
**B.** Convene Closed Session

**VI. ADJOURNMENT**

*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.*

**NOTICE:** Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor and Council. 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 three-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor and Council. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to “share” his/her three 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 (909) 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].



## ***PROCLAMATION***

***WHEREAS***, much of our rich and diverse heritage is contained in the documents and records created by and for its people; and

***WHEREAS***, state and local governments, religious and medical institutions, colleges and university, libraries, historical societies, museums, businesses, and families throughout the state of California, the county of Riverside and the city of Banning have established archives as a means of preserving our written history; and

***WHEREAS***, many of these archives collectively contain years and years of unique materials, ranging from hand-written letters, typewritten manuscripts, photographs, videotapes, and modern electronic data systems; and

***WHEREAS***, archivists are dedicated to responsibly preserving the historical word, maintaining records in the public trust, and making those records available for study and appreciation whether in a local repository or via the Internet; and

***WHEREAS***, through these archives, future generations can more accurately study the past, learn from the accomplishments of their predecessors, trace their ancestors, understand their community's pride of place, confirm property rights, and maintain laws, while celebrating the history of the our state, county and city.

***NOW THEREFORE, I***, Robert E. Botts, Mayor of the City of Banning along with the City Council do hereby proclaim October 2009 as "***ARCHIVES MONTH***" and to give public recognition for the people and programs that are responsible for maintaining vital historical records and urge our citizens to discover the rich treasures contained in local archival repositories.

***IN WITNESS WHEREOF***, I have set my hand and caused the seal of the City of Banning, California to be affixed this 13<sup>th</sup> day of, October, 200

***ATTEST:***

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Marie A Calderon, City Clerk

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Robert E. Botts, Mayor

MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

09/22/09  
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Botts on September 22, 2009 at 6:35 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Franklin  
Councilmember Hanna  
Councilmember Machisic  
Councilmember Robinson  
Mayor Botts

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Sam Racadio, Interim City Manager  
David Aleshire, City Attorney  
Bonnie Johnson, Finance Director  
Duane Burk, Public Works Director  
Zaiton Abu-Bakar, Community Development Dir.  
Heidi Meraz, Community Services Director  
Fred Mason, Electric Utility Director  
Hoyl Belt, Human Resources Director  
Dr. John McQuown, City Treasurer  
Nicole Mihld, Purchasing Manager  
Marie A. Calderon, City Clerk

The invocation was given by Mayor Botts and Councilmember Robinson invited the audience to join him in the Pledge of Allegiance to the Flag.

PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS/ANNOUNCEMENTS

Report by City Attorney – There was none at this time.

Report by City Manager

- Council made presentation of proclamation to Bonnie Johnson who has served the City faithfully for over six years and she will be leaving the City to the work for the City of Colton.
- City Manager addressed the issue in regards to the regular City Council meetings in November and December and stated that there will be two meetings in November (10<sup>th</sup> & 24<sup>th</sup>) and one meeting in December (8<sup>th</sup>).
- Beginning with the first meeting in October the construction of the parking lot for the new police station is going to require the closure of the regular entrance to the City Council

Chambers and people will need to enter through the doors on north side of building located off of Hays. Those that are handicapped can enter through the front lobby of city hall.

PUBLIC COMMENTS – On Items Not on the Agenda

Bill Dickson, 5700 W. Wilson addressed the Council regarding the 52<sup>nd</sup> Annual Stagecoach Days going over the list of the many events that will happen in connection with Stagecoach Days and urged everyone to come out and support the events.

Don Smith addressed the Council stating that he is the co-chair of “L Yes, Its Good For Banning Committee.” He wanted to remind the citizens of Banning that this is going to be on the ballot for November 3<sup>rd</sup>. This is a local tax and stays local and it collected here are given to the City and will go into the General Fund and this fund pays for police, fire, paramedics, 911, street repairs and parks and recreation. If people agree that these services are necessary, they should support Measure L. It is a tax on visitors only staying in our local hotel and motels for less than 30 days and it is competitive with rates being charged throughout the state of California and it is good for Banning. People can contact him if they have more questions and can reach him at 849-3489.

CORRESPONDENCE:

City Clerk stated that she didn’t get to announce this message at the Community Redevelopment Agency meeting but John Hogel of Banning wanted to give his support for the renovation of the Stagecoach Plaza proposal.

ANNOUNCEMENTS/COUNCIL REPORTS: *(Upcoming Events/Other Items and Reports if an)*

Councilmember Robinson -

- He participated yesterday in the Habitat for Humanity Golf Tournament and there was a very good turnout and he was excited to be a part of that event.

Mayor Pro Tem Hanna –

- She said that last week four of the Council Members were able to attend the Annual League of California Cities Conference. She reported that one of the most popular keynote speakers was by author, Charlene Li who along with Josh Bernoff wrote a book entitled “Groundswell, Winning in A World Transformed by Social Technologies.” Groundswell is a social trend in which people use technologies to get the things they need from each other instead of companies. She explained further about groundswell and how it works.
- She attended the House of Hope Golf Tournament at Sun Lakes.

Councilmember Machisic –

- Stated that because the funding has slowed the Regional Conservation Authority has slowed purchasing property and it is now at about 44,090 acres on their goal towards 150,000 acres.
- In WRCOG (Western Riverside Council of Governments) Assemblyman Jeffries who was on the Delta Water Conference Commission indicated that prior to the session being adjourned they were making some progress and hope to have a plan ready by the start of spring.

- The Board of Supervisors had recommended that TUMF be reduced by 50% and that is the fee put on every new home that is built and the original number was about \$10,000. Also the Red Team headed up by John Husing also recommended a 50% reduction. The WRCOG Executive Committee has recommended a reduction of 50% in the TUMF. They will be sending a resolution for consideration to each of the cities.

Councilmember Franklin –

- Attended a Workforce Development conference a couple of weeks ago and there were several presenters and panels and one thing of important was the signing of a contract for a partnership between a Korean company, the Board of Supervisors and the City of Moreno Valley to have a plant in Moreno Valley where they will make Smart Cars and this will create over 2000 jobs. They stressed the need for community colleges for people to be retrained in the future as jobs become obsolete or require additional training and or degrees. They also stressed one-stop shops for people looking for jobs and people looking for employees.
- She attended a Red Cross Training session and they are looking for about 20 local volunteers here in the community to attend two eight-hour training sessions and be available to respond to local disasters.
- In regards to the League of California Cities Annual Conference there were who things that she wanted to mention along with those sessions already mentioned and they were Healthy Cities and the need to focus on healthy living and also for the ballot in 2010 is the “Save Our Cities” measure that will help keep our local dollars local.
- Community Action Partnership has an award through the American Recovery Act for Workplace Conflict Management Training and there will be two sessions offered free to 20 businesses for either the business owner or the employee can get training and the first two will be Nov. 6<sup>th</sup> and 4<sup>th</sup> in Riverside and the second training Nov. 20<sup>th</sup> and 25<sup>th</sup> in Palm Desert and you can call 951-955-4900 for more information.

CONSENT ITEMS

1. Approval of Minutes – Regular Meeting – 08/25/09

Recommendation: That the minutes of the regular meeting of August 25, 2009 be approved.

2. Approval of Minutes – Regular Meeting – 09/08/09

Recommendation: That the minutes of the regular meeting of September 8, 2009 be approved.

3. Approval of Accounts Payable and Payroll Warrants for Month of August 2009

Recommendation: That the City Council review and ratify the following reports per the California Government Code.

4. Ordinance No. 1411 – 2<sup>nd</sup> Reading: An Ordinance of the City Council of the City of Banning, California, Amending Chapter 2.36 of the Banning Municipal Code Regarding Establishment of the Banning Economic Development Committee.



Recommendation: That Ordinance No. 1411 pass its second reading and be adopted.

5. Resolution No. 2009-79, Awarding an Agreement to Layne Christensen Company of Fontana, California in the amount of \$74,493.69 for the Mechanical Equipment Repairs for Water Well No. 3.

Recommendation: That the City Council adopt Resolution No. 2009-79 to award an agreement to Layne Christensen Company of Fontana, California in the amount of \$74,493.69 for the Mechanical Equipment Repairs for Water Well No. 3 and authorize the Director of Finance to make necessary adjustments and appropriations related to Fiscal Year 2009-2010 Water Division Operation Budget in an amount of \$81,943.06 which includes a 10% contingency.

6. Resolution No. 2009-80, Participating in the County of Riverside Mortgage Credit Certificate (MCC) Program.

Recommendation: That the City Council approve Resolution No. 2009-80, which will allow the City to participate in the MMC Program for mortgage loans available for first-time homebuyers in Banning.

7. Award a contract for the purchase of one (1) 924H Wheel Loader for the City of Banning Water Dept. to Johnson Machinery in the amount not-to-exceed \$133,613.75.

Recommendation: Staff recommends the City Council piggyback on the city of Tucson, Arizona contract #073065-01 and award the purchase of one (1) 924H Wheel Loader for the City of Banning Water Department to Johnson Machinery in the amount not-to-exceed \$133,613.75.

8. Update on the Renewable Energy Program

Recommendation: That the City Council accept this report on the progress the City has made towards meeting its Renewable Portfolio Standards ("RPS") and what steps must be taken in the future to ensure compliance with the State's regulatory mandates regarding renewable energy.

**Motion Machisic/Hanna that Consent Items 1 through 8 be approved.**

Mayor Botts opened the item for public comments.

Fred Sakurai, 43000 Dillon Road said in regards to Consent Item No. 8 he sat through the last City Council meeting and said that a four cent increase on a 9 cent item comes out to be a 44% increase in the basic rate of the power company. It is nice that they have met the State mandate of having a 20% renewable energy but they are buying renewable energy at a slightly higher rate than the normal coal fire or anything like that. He thinks the City of Banning is missing a great opportunity at this time to emphasize renewable energy or the conservation of energy in the city. This does not mean that every back yard should have a gigantic windmill but the City utility company should highly encourage the use of solar panels wherever you can, encourage the use of skylights in the design of your buildings, and encourage the use of solar tubes in homes; every thing where the carbon footprint of the City would be greatly reduced.

Fred Mason, Public Utility Director responded to some of things that Mr. Sakurai stated and when over what the City of Banning has to offer in regards to the solar rebates and energy rebates. For more information people can call 951-922-3260 or 951-849-5224. Mr. Mason also went over the energy balls that the City will be trying out and doing energy testing on.

There were also some Council comments in regards to energy rebates and the issue of buying local.

**Motion carried, all in favor.**

### REPORTS OF OFFICERS

1. Street Naming and Renaming  
(Staff Report – Zaiton Abu-Bakar, Community Development Director)

Mrs. Abu-Bakar gave a power-point presentation on this item going over some background as to how they derived at the proposed policy and also went over some of the criteria for street naming. She said that a formal resolution will come back to the Council in October.

There was some Council questions in regards to the steps that need to be taken to name or rename a street and who do they contact and is there detailed criteria.

Mrs. Abu-Bakar said that if you wanted to rename a street you would have to submit an application to the City and contract the Community Development Department at 951-922-3131. You would also have to go through the public hearing process and after it is approved it would have to various agencies to give them notification of this name change. In regards to detailed criteria this is open to development and whatever the Council wishes.

Mayor Botts opened the item for public comments. There were none.

City Manager said that staff will return to the Council with a resolution with the elements that the Community Development Director put forth this evening.

### ITEMS FOR FUTURE AGENDAS

#### New Items –

Councilmember Franklin said that she would like update on police department building to find out where we are fiscally as well as a timetable for getting it done. She also said that if there is a policy and if it could be shared on when we have volunteers that either served on committees or long term service on behalf of the City that we have someway to recognize them or put a policy together or have a discussion about this. Also there is one opening right now on the Parks and Recreation Advisory Committee and the idea of having a spot for somebody under the age of 25 on there because right now there is not anyone who is fairly young. There was Council discussion on this issue. There were four Council Members in favor of going out and recruiting a young person to apply for this opening on the Park and Recreation Advisory Committee.

Mayor Botts asked about the meeting with Supervisor Marion Ashley. City Manager said that staff is working on setting up that meeting.

Pending Items --

1. Service Club Signage on Ramsey Street, Gateway project (ETA 10/13/09)
2. Local Economic Stimulus Program (ETA 10/27/09)
3. Golf Cart Lane Policy for City of Banning (ETA 10/13/09) Pending Beaumont Policy Development
4. Schedule Meetings with Our State and County Elected Officials
5. Set New Date for Joint Meeting with Banning School Board (Date to be determined)
6. Policy for Naming of Street and also Parks – Policy and Procedures (ETA 9/22/09)
7. Update on the Sunset Grade Separation and the Highland Springs Interchange.  
(ETA 10/13/09)
8. Additional Splash Pad at Repplier Park Aquatics Center (ETA 10/13/09)
9. Budget Study Session on balancing the budget (ETA 11/10/09)
10. TOT Ordinance Implementation, i.e. 105 going to 12% (in the future) (ETA 11/10/09)

CLOSED SESSION

City Attorney said that the City Council will meeting in closed session pursuant to Government Code Section 54957.6 in regards to the status with BPOA labor negotiations and pursuant to Government Code Section 54956.9 with regard to one matter of potential litigation. Also there are two matters that the Community Redevelopment Agency needs to consider in closed session pursuant to Government Code Section 54957 evaluation of Executive Director and pursuant to Government Code Section 54956.8 in regards to the property located at APN# 540-240-012 - 60 W. Ramsey – Fox Theater.

The Community Redevelopment Agency Meeting reconvened at 7:29 p.m. to consider the closed session items.

Mayor Botts opened the item for public comments. There were none.

Meeting went into closed session at 7:30 p.m. and reconvened at 9:45 p.m. with no reportable action.

ADJOURNMENT

By common consent the meeting adjourned at 9:45 p.m.

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Marie A. Calderon, City Clerk

**THE ACTION MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE CITY COUNCIL. A COPY OF THE MEETING IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.**

**CITY COUNCIL AGENDA  
CONSENT ITEM**

**Date:**           **October 13, 2009**

**TO:**            **City Council**

**FROM:**       **Bonnie J. Johnson, Finance Director**

**SUBJECT:**   **Report of Investments for August 2009**

**RECOMMENDATION:** "The City Council receive and place these required monthly *Reports of Investments* on file."

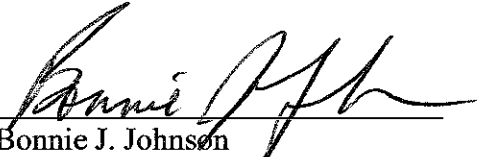
**JUSTIFICATION:** State law requires that a monthly report of investments be submitted to the Chief Executive Officer and the Legislative Body.

**BACKGROUND:** This report includes investments on hand at the end of August 2009. As of August 31, 2009, the City's operating funds totaled \$69,853,969. Included in operating funds is \$3,695,436 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Treasurer's Report. As of August 31, 2009 approximately 39% of the City's unrestricted cash balances were invested in investments other than LAIF.

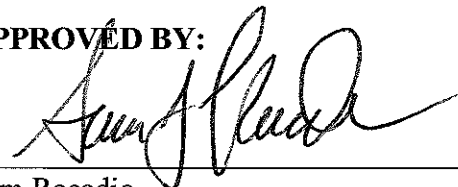
Presented are three months of Investment Reports. August is a first issue, while June and July are included to provide multiple months of statements for comparison.

**FISCAL DATA:** The latest reports from the State indicate that the average interest achieved by the Local Agency Investment Fund (LAIF) decreased to 0.925 % in August. The average rate for all investments in August was 1.300%.

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Bonnie J. Johnson  
Finance Director

**APPROVED BY:**

  
\_\_\_\_\_  
Sam Racadio  
Interim City Manager

**Summary Schedule of Cash and Investments****Operating Funds**Petty Cash

Amount

2,305

Bank Accounts

Interest

Rate

Amount

Wells Fargo Bank

0.000%

32,845

Wells Fargo Bank-Investment Account

0.100%

671,463

Bank of America-Airport

0.300%

4,205

Bank of America-Parking Citations

0.300%

3,380

Bank of America-CNG Station

0.300%

3,213

*Money Market and Bank Account Sub-Total*

715,107

Government Pools

Local Agency Investment Fund: Account #1

0.925%

31,126,213

Account #2 Operating Amount

8,926,770

Account #2 CRA Bond Cash Bal

3,695,436

Local Agency Investment Fund: Account #2

0.925%

12,622,206

*Government Pool Sub-Total*

43,748,419

**Operating Cash Balance****44,465,831**Restricted Operating Funds at Riverside Public Utilities

Highmark U.S. Government Money Market Fund

0.150%

482,919

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

1.996%

24,905,219

*Operating Funds Total*69,853,969**Fiscal Agent**

Amount

BNY Western Trust Company

538,762

US Bank

67,085,617

*Fiscal Agent Total*67,624,379**Deferred Compensation**

City Employee Trust Accounts

4,186,784

*Deferred Compensation Total*4,186,784

# City of Banning Investment Report

August 31, 2009

## Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Purchase Cost	Discount or (Premium) Amortization	Market Value
<u>Bank Accounts</u>								
32,845	Wells Fargo Bank-Operating	n/a	0.00%	daily	varies	32,845	n/a	32,845
671,463	Wells Fargo Bank-Investment Acct	n/a	0.10%	daily	varies	671,463	n/a	671,463
4,205	Bank of America-Airport	n/a	0.30%	daily	varies	4,205	n/a	4,205
3,380	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,380	n/a	3,380
3,213	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,213	n/a	3,213
Sub-total								715,107
<u>Government Pools</u>								
31,126,213	L.A.I.F. account #1	n/a	0.925%	daily	varies	31,126,213	n/a	31,126,213
12,622,206	L.A.I.F. account #2	n/a	0.925%	daily	varies	12,622,206	n/a	12,622,206
								43,748,419
<u>Investments-US Bank/Piper Jaffray</u>								
3,000,000	Federal Farm Credit Banks	n/a	2.000%	12/30/2010	12/30/2008	3,000,000	0	3,013,200
6,000,000	Federal Farm Credit Banks	n/a	2.120%	9/23/2011	3/24/2008	6,000,000	0	6,043,560
3,000,000	Fed Natl Mtg Assn	n/a	2.040%	12/30/2011	12/23/2008	3,000,000	0	3,012,180
11,170,000	Federal Farm Credit Banks	n/a	2.000%	1/30/2012	6/12/2009	11,170,000	0	11,200,159
1,500,000	Federal Farm Credit Banks	n/a	1.550%	7/7/2011	7/7/2009	1,500,000	0	1,505,295
130,825	Money Market	n/a	0.000%	daily	varies	130,825	0	130,825
US Bank/Piper Jaffray Average Rate=								24,905,219
Average Rate All=								1.300%

It has been verified that this investment portfolio is in conformity with the City of Banning's investment policy which was approved by the City Council on July 14, 2009. The Treasurer's cash management program provides sufficient liquidity to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 278 days and does not include Bond Reserve Fund Investments.

# City of Banning Investment Report

August 31, 2009

## Individual Investments with Fiscal Agent

TRUSTEE		Bond Maturity Date	Investment Description	Current Yield	Bond Reserve	Minimum Reserve Requirement	Interest Aug-09	8/31/2009 Market Value
BNY WESTERN TRUST COMPANY								
Bond Issue Description		2020	Republic Bank Investment Agreement Federated U.S. Treasury Money Mkt	6.270% 0.000%	11/1/2020 daily	522,375	*	522,562 16,200
US BANK								
1991 Wilson St. Assessment District		2012	AIM U.S. Treasury Money Market First Amer Treas Oblig Fd CL D	1.500% 0.300%	daily daily	265,580	51.07	265,782 226,033
2005 Fair Oaks Ranch Estates		2035	First Amer Treas Oblig Fd CL D	0.300%	daily	190,323	55.27	310,919
2003 CRA Tax Allocation Bonds		2028	Forward Delivery Agreement - B of A First Amer Treas Oblig Fd CL D First Amer Treas Oblig Fd CL D	4.560% 0.300% 0.025%	daily daily daily	971,763	0.00 126.26	993,683 134 8
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARTY BONDS, SERIES 2007								
Redevelop Fund		2037	First Amer Treas Oblig Fd CL D	0.300%	daily		3.01	11,832
		11/27/2009	Reliance Trust Company GIC # 9AMGGBF37	2.950%				3,336,669
		5/21/2009	Reliance Trust Company GIC # 9AMGGBEU8	0.750%				3,500,000
		11/19/2009	Reliance Trust Company GIC # 9AMGGBEV6	2.950%				8,000,000
Reserve Fund			First Amer Treas Oblig Fd CL D	0.300%	daily	1,880,751	478.02	1,875,562
Special Fund			First Amer Treas Oblig Fd CL D	0.300%	daily		170.83	171
Surplus Fund			First Amer Treas Oblig Fd CL D	0.320%	daily			9
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
Bond Fund			First Amer Treas Oblig Fd CL D	0.300%	daily		0.56	2,207
Principal Account			First Amer Treas Oblig Fd CL D	0.300%	daily		116.57	457,617
			First Amer Treas Oblig Fd CL D	0.300%	daily		938.19	3,683,111
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
Bond Fund			First Amer Treas Oblig Fd CL D	0.420%	daily			2
Principal Account			First Amer Treas Oblig Fd CL D	0.300%	daily		0.07	285
Reserve Fund			First Amer Treas Oblig Fd CL D	0.300%	daily		589.02	2,312,371
Project Fund			First Amer Treas Oblig Fd CL D	0.300%	daily		4,326.43	18,180,968
		5/7/2009	Federal Home Loan Banks	2.780%	daily		16,402.00	0

# City of Banning Investment Report

August 31, 2009

TRUSTEE		Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	Interest Aug-09	8/31/2009 Market Value	
<b>BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES</b>									
Acquisition & Construction	11/17/2011	Reliance Trust Company GIC # 9AMGGBEZ7		3.650%				3,016,509	
		First Amer Treas Oblig Fd CL D		0.300%	daily		253.77	1,625,286	
	11/27/2009	Reliance Tr Co Contract # 9AMGGBF29		2.950%				8,036,457	
	5/21/2009	Reliance Trust Company GIC #9AMGGBEX2		0.750%				3,250,000	
	11/19/2009	Reliance Trust Company GIC #9AMGGBEY0		2.950%				8,000,000	
<b>Total</b>								<b>23,511.07</b>	<b>67,624,379</b>
*Paid Semi-Annually--Deposited into Money Mkt Account									

## Deferred Compensation

Balance		ICMA Retirement Corporation CALPERS 457 Program NATION WIDE-PEBSCO	Various Employee Selected Mutual Funds Various Employee Selected Mutual Funds Various Employee Selected Mutual Funds	8/31/2009
8/1/2009	863,008			
	2,485,009			
	813,619			
	<b>4,161,637</b>			
			varies	883,860
			varies	2,494,304
			varies	808,620
				<b>4,186,784</b>



**Summary Schedule of Cash and Investments****Operating Funds**Petty Cash

Amount

2,305

Bank Accounts

Interest

Rate

Amount

Wells Fargo Bank

0.000% 147,572

Wells Fargo Bank-Investment Account

0.100% 1,100,769

Bank of America-Airport

0.300% 15,853

Bank of America-Parking Citations

0.300% 5,035

Bank of America-CNG Station

0.300% 4,646

*Money Market and Bank Account Sub-Total*

1,273,874

Government Pools

Local Agency Investment Fund: Account #1

1.035% 31,126,213

Account #2 Operating Amount 10,600,394

Account #2 CRA Bond Cash Bal 3,671,812

Local Agency Investment Fund: Account #2

1.035% 14,272,206

*Government Pool Sub-Total*

45,398,419

**Operating Cash Balance**

46,674,598

Restricted Operating Funds at Riverside Public Utilities

Highmark U.S. Government Money Market Fund

0.150%

1,070,146

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

1.996%

24,836,173

**Operating Funds Total**

72,580,917

**Fiscal Agent**

Amount

BNY Western Trust Company

538,762

US Bank

68,295,999

**Fiscal Agent Total**

68,834,761

**Deferred Compensation**

City Employee Trust Accounts

4,161,637

**Deferred Compensation Total**

4,161,637

# City of Banning Investment Report

July 31, 2009

## Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Purchase Cost	Discount or (Premium) Amortization	Market Value
<u>Bank Accounts</u>								
147,572	Wells Fargo Bank-Operating	n/a	0.00%	daily	varies	147,572	n/a	147,572
1,100,769	Wells Fargo Bank-Investment Acct	n/a	0.10%	daily	varies	1,100,769	n/a	1,100,769
15,853	Bank of America-Airport	n/a	0.30%	daily	varies	15,853	n/a	15,853
5,035	Bank of America-Parking Citations	n/a	0.30%	daily	varies	5,035	n/a	5,035
4,646	Bank of America-Parking Citations	n/a	0.30%	daily	varies	4,646	n/a	4,646
Sub-total								
								1,273,874
<u>Government Pools</u>								
31,126,213	L.A.I.F. account #1	n/a	1.035%	daily	varies	31,126,213	n/a	31,126,213
14,272,206	L.A.I.F. account #2	n/a	1.035%	daily	varies	14,272,206	n/a	14,272,206
45,398,419								
<u>Investments-US Bank/Piper Jaffray</u>								
3,000,000	Federal Farm Credit Banks	n/a	2.000%	12/30/2010	12/30/2008	3,000,000	0	3,015,750
6,000,000	Federal Farm Credit Banks	n/a	2.120%	9/23/2011	3/24/2008	6,000,000	0	6,029,340
3,000,000	Fedl Natl Mtg Assn	n/a	2.040%	12/30/2011	12/23/2008	3,000,000	0	3,000,000
11,170,000	Federal Farm Credit Banks	n/a	2.000%	1/30/2012	6/12/2009	11,170,000	0	11,157,378
1,500,000	Federal Farm Credit Banks	n/a	1.550%	7/7/2011	7/7/2009	1,500,000	0	1,502,880
130,825	Money Market	n/a	0.000%	daily	varies	130,825	0	130,825
US Bank/Piper Jaffray Average Rate= 1.996%								
24,836,173								
Average Rate All= 1.352%								

It has been verified that this investment portfolio is in conformity with the City of Banning's investment policy which was approved by the City Council on July 14, 2009. The Treasurer's cash management program provides sufficient liquidity to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 280 days and does not include Bond Reserve Fund Investments.

# City of Banning Investment Report

July 31, 2009

## Individual Investments with Fiscal Agent

Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Maturity Date	Minimum Reserve Requirement	Interest Jul-09	7/31/2009 Market Value
<b>TRUSTEE</b>							
<b>BNY WESTERN TRUST COMPANY</b>							
1997 Admin Building COP's Refunding	2020	Republic Bank Investment Agreement Federated U.S. Treasury Money Mkt	6.270% 0.000%	11/1/2020 daily	522,375	*	522,562 16,200
<b>US BANK</b>							
1991 Wilson St. Assessment District	2012	AIM U.S. Treasury Money Market First Amer Treas Oblig Fd CL D	0.470% 0.000%	daily daily	265,580	0.00	265,731 0
2005 Fair Oaks Ranch Estates	2035	First Amer Treas Oblig Fd CL D	0.330%	daily	190,323	53.47	216,904
2003 CRA Tax Allocation Bonds	2028	Forward Delivery Agreement - B of A First Amer Treas Oblig Fd CL D First Amer Treas Oblig Fd CL D	4.560% 0.300% 0.025%	daily daily daily	971,763	22,432.69 *	998,394 680,630 8
<b>COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007</b>							
Redevelop Fund	2037	First Amer Treas Oblig Fd CL D	0.300%	daily		145.28	11,832
	11/27/2009	Reliance Trust Company GIC # 9AMGGBF37	2.950%				3,336,669
	5/21/2009	Reliance Trust Company GIC # 9AMGGBEU8	0.750%				3,500,000
	11/19/2009	Reliance Trust Company GIC # 9AMGGBEV6	2.950%				8,000,000
Reserve Fund		First Amer Treas Oblig Fd CL D	0.300%	daily	1,880,751	462.49	1,876,127
Special Fund		First Amer Treas Oblig Fd CL D	0.300%	daily			866,031
Surplus Fund		First Amer Treas Oblig Fd CL D	0.320%	daily			9
<b>BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES</b>							
Bond Fund		First Amer Treas Oblig Fd CL D	0.300%	daily		0.54	2,206
Principal Account		First Amer Treas Oblig Fd CL D	0.300%	daily		112.78	457,501
		First Amer Treas Oblig Fd CL D	0.300%	daily		908.82	3,682,173
<b>BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES</b>							
Bond Fund		First Amer Treas Oblig Fd CL D	0.420%	daily			2
Principal Account		First Amer Treas Oblig Fd CL D	0.300%	daily		0.07	285
Reserve Fund		First Amer Treas Oblig Fd CL D	0.300%	daily		569.89	2,311,782
Project Fund		First Amer Treas Oblig Fd CL D	0.300%	daily		4,601.54	16,980,239
	5/7/2009	Federal Home Loan Banks	2.780%	daily			1,181,475

# City of Banning Investment Report

July 31, 2009

TRUSTEE		Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	Interest Jul-09	7/31/2009 Market Value	
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES									
Acquisition & Construction	11/17/2011	Reliance Trust Company GIC # 9AMGGBEZ7	3.650%					3,016,509	
		First Amer Treas Oblig Fd CL D	0.300%		daily			1,625,033	
	11/27/2009	Reliance Tr Co Contract # 9AMGGBF29	2.950%					8,036,457	
	5/21/2009	Reliance Trust Company GIC #9AMGGBEX2	0.750%					3,250,000	
	11/19/2009	Reliance Trust Company GIC #9AMGGBEY0	2.950%					8,000,000	
*Paid Semi-Annually-Deposited into Money Mkt Account								29,287.57	68,834,761

## Deferred Compensation

ICMA Retirement Corporation CALPERS 457 Program NATION WIDE-PEBS CO	Balance							
	7/1/2009	1,032,256	Various Employee Selected Mutual Funds	varies				7/31/2009 863,008
	2,322,303	Various Employee Selected Mutual Funds	varies					2,485,009
	793,405	Various Employee Selected Mutual Funds	varies					813,619
	<b>4,147,963</b>							<b>4,161,637</b>

**Summary Schedule of Cash and Investments****Operating Funds**Petty Cash

Amount

2,305

Bank Accounts

Interest

Rate

Amount

Wells Fargo Bank

0.000%

125,875

Wells Fargo Bank-Investment Account

0.100%

1,133,375

Bank of America-Airport

0.300%

8,518

Bank of America-Parking Citations

0.300%

4,689

Bank of America-CNG Station

0.300%

4,298

*Money Market and Bank Account Sub-Total*

1,276,754

Government Pools

Local Agency Investment Fund: Account #1

1.377%

31,009,664

Account #2 Operating Amount

16,521,544

Account #2 CRA Bond Cash Bal

4,080,830

Local Agency Investment Fund: Account #2

1.377%

20,602,374

*Government Pool Sub-Total*

51,612,038

**Operating Cash Balance****52,891,097**Restricted Operating Funds at Riverside Public Utilities

Highmark U.S. Government Money Market Fund

0.240%

1,270,689

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

1.902%

24,815,256

*Operating Funds Total*78,977,042**Fiscal Agent**

Amount

BNY Western Trust Company

538,762

US Bank

66,725,985

*Fiscal Agent Total*67,264,747**Deferred Compensation**

City Employee Trust Accounts

4,147,963

*Deferred Compensation Total*4,147,963

# City of Banning Investment Report

June 30, 2009

## Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Purchase Cost	Discount or (Premium) Amortization	Market Value
<u>Bank Accounts</u>								
125,875	Wells Fargo Bank-Operating	n/a	0.00%	daily	varies	125,875	n/a	125,875
1,133,375	Wells Fargo Bank-Investment Acct	n/a	0.10%	daily	varies	1,133,375	n/a	1,133,375
8,518	Bank of America-Airport	n/a	0.30%	daily	varies	8,518	n/a	8,518
4,689	Bank of America-Parking Citations	n/a	0.30%	daily	varies	4,689	n/a	4,689
4,298	Bank of America-Parking Citations	n/a	0.30%	daily	varies	4,298	n/a	4,298
Sub-total								
								1,276,754
<u>Government Pools</u>								
31,009,664	L.A.I.F. account #1	n/a	1.377%	daily	varies	31,009,664	n/a	31,009,664
20,602,374	L.A.I.F. account #2	n/a	1.377%	daily	varies	20,602,374	n/a	20,602,374
Investments-US Bank/Piper Jaffray								
3,000,000	Federal Farm Credit Banks	n/a	2.000%	12/30/2010	12/30/2008	3,000,000	0	3,017,760
6,000,000	Federal Farm Credit Banks	n/a	2.120%	9/23/2011	3/10/2009	6,000,000	0	6,028,980
3,000,000	Fedl Natl Mtg Assn	n/a	2.040%	12/30/2011	3/24/2009	3,000,000	0	2,997,180
11,170,000	Federal Farm Credit Banks	n/a	2.000%	1/30/2012	6/12/2009	11,170,000	0	11,140,511
1,630,825	Money Market	n/a	0.000%	daily	varies	1,630,824.94	0	1,630,825
US Bank/Piper Jaffray Average Rate=								
			1.902%					24,815,256

Average Rate All= 1.524%

It has been verified that this investment portfolio is in conformity with the City of Banning's investment policy which was approved by the City Council on July 8, 2008. The Treasurer's cash management program provides sufficient liquidity to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 253 days and does not include Bond Reserve Fund Investments.

# City of Banning Investment Report

June 30, 2009

## Individual Investments with Fiscal Agent

TRUSTEE		Bond Maturity Date	Investment Description	Current Yield	Bond Reserve	Bond Maturity Date	Reserve Requirement	Interest Jun-09	6/30/2009 Market Value
BNY WESTERN TRUST COMPANY									
1997 Admin Building COPs Refunding		2020	Republic Bank Investment Agreement Federated U.S. Treasury Money Mkt	6.270% 0.000%		11/1/2020 daily	522,375	*	522,562 16,200
US BANK									
1991 Wilson St. Assessment District		2012	AIM U.S. Treasury Money Market First Amer Treas Oblig Fd CL D	0.081% 0.000%		daily daily	265,580	20.87	265,731 0
2005 Fair Oaks Ranch Estates		2035	First Amer Treas Oblig Fd CL D	0.022%		daily	190,323	30.29	216,850
2003 CRA Tax Allocation Bonds		2028	Forward Delivery Agreement - B of A First Amer Treas Oblig Fd CL D First Amer Treas Oblig Fd CL D	4.560% 0.022% 0.025%		daily daily daily	971,763	* 0.82	973,482 5,839 8
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007									
Redevelop Fund		2037	First Amer Treas Oblig Fd CL D	0.022%		daily		72.35	11,687
		11/27/2009	Reliance Trust Company GIC # 9AMGGBF37	2.950%					3,336,669
		5/21/2009	Reliance Trust Company GIC # 9AMGGBEU8	0.750%					3,500,000
		11/19/2009	Reliance Trust Company GIC # 9AMGGBEV6	2.950%					8,000,000
Reserve Fund			First Amer Treas Oblig Fd CL D	0.022%		daily	1,880,751	262.05	1,875,665
Surplus Fund			First Amer Treas Oblig Fd CL D	0.021%		daily			9
BUA - WASTE/WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES									
Bond Fund			First Amer Treas Oblig Fd CL D	0.022%		daily		0.31	2,206
Principal Account			First Amer Treas Oblig Fd CL D	0.022%		daily		63.90	457,388
			First Amer Treas Oblig Fd CL D	0.022%		daily		515.18	3,681,264
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES									
Bond Fund			First Amer Treas Oblig Fd CL D	0.042%		daily			2
Principal Account			First Amer Treas Oblig Fd CL D	0.022%		daily		0.04	285
Reserve Fund			First Amer Treas Oblig Fd CL D	0.022%		daily		322.90	2,311,202
Project Fund			First Amer Treas Oblig Fd CL D	0.022%		daily		2,666.18	16,975,638
		5/7/2009	Federal Home Loan Banks	2.770%		daily			1,184,059

# City of Banning Investment Report

June 30, 2009

TRUSTEE		Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	Interest Jun-09	6/30/2009 Market Value
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES								
Reserve Fund			First Amer Treas Oblig Fd CL D	0.000%	daily			0
			First Amer Treas Oblig Fd CL D	0.000%	daily			0
Acquisition & Construction	11/17/2011		Reliance Trust Company GIC # 9AMGGBEZ7	3.650%				3,016,509
			First Amer Treas Oblig Fd CL D	0.000%	daily		0.01	1,625,033
	11/27/2009		Reliance Tr Co Contract # 9AMGGBF29	2.950%				8,036,457
	5/21/2009		Reliance Trust Company GIC #9AMGGBEX2	0.750%				3,250,000
	11/19/2009		Reliance Trust Company GIC #9AMGGBEY0	2.950%				8,000,000
*Paid Semi-Annually-Deposited into Money Mkt Account								67,264,747
Total								3,954.90

## Deferred Compensation

	Balance 4/1/2009	04/01/09 to 6/30/2009 Quarterly Activity			6/30/2009
		Contributions	Withdrawals	Gain/Loss	
ICMA Retirement Corporation	896,609	54,722	(2,700)	83,625	1,032,256
CALPERS 457 Program	2,149,428	249,954	(273,003)	195,923	2,322,303
NATION WIDE-PEBS CO	766,763	2,702	(14,395)	38,335	793,405
	<b>3,812,800</b>				<b>4,147,963</b>



**CITY COUNCIL AGENDA  
CONSENT ITEM**

**DATE:**       **October 13, 2009**

**TO:**           **City Council**

**FROM:**       **Sam Racadio, Interim Executive Director**

**SUBJECT:**   **Award Contract to Lance, Soll and Lunghard, LLP for Annual Audit Services**

**RECOMMENDATION:** “The City Council award a contract to Lance, Soll and Lunghard, LLP for Annual Audit Services for the fiscal years ending June 30, 2010 through June 30, 2012 with an option to extend through 2014 and authorize the City Manager to execute the related contract.”

**JUSTIFICATION:** The City just completed a five-year contract for audit services with Lance, Soll and Lunghard (LSL). The City is required to have an annual audit of its books and records and related internal controls.


**BACKGROUND & ANALYSIS:** The City’s fiscal year ended June 30, 2009 audit is in progress. This is the final year of a five year contract with LSL. In 2005, the City went through a formal RFP process to secure these audit services. At that time the evaluation committee selected LSL. Some auditors as well as City officials believe that a city should change audit firms every 3 to 5 years in order to get a fresh prospective and thus a perceived higher level of accountability. However, it is not unusual for an audit firm to have a much longer tenure with a city and simply change the in-charge staff assignments in order to gain a fresh look at the city’s financial documents and processes. Changing audit firms is a very time consuming process both for city staff and the audit firm. Given the recent change in the City’s Finance Director position, the timing may not be ideal for making a change in audit firms as well.

Lance, Soll & Lunghard, LLP is a certified public accounting firm located both in Brea and Temecula, California. The firm has over 70 years of experience in business and governmental auditing and performs audits for several cities and redevelopment agencies in California. The firm has prior experience with Banning which will be beneficial as we move through the contract period. LSL would serve as the auditor for the Redevelopment Agency as well.

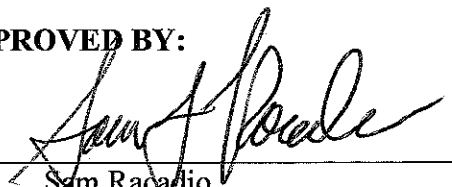
**ALTERNATIVE:** Direct staff to go through a formal Request for Proposal process to secure audit services for 2010 through 2014.

**FISCAL DATA:** The attached Appendix A reflects the proposed pricing. Lance, Soll and Lunghard’s proposal totals a maximum of \$207,370 over five years. The 2010 audit pricing is proposed to remain the same as the 2009 pricing, thus no budget amendment is necessary.

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Kirby Warner  
Interim Finance Director

**APPROVED BY:**

  
\_\_\_\_\_  
Sam Raciondo  
Interim City Manager



CERTIFIED PUBLIC ACCOUNTANTS

- Brandon W. Burrows, C.P.A.
- Donald L. Parker, C.P.A.
- Michael K. Chu, C.P.A.
- David E. Hale, C.P.A., C.F.P.  
A Professional Corporation
- Donald G. Slater, C.P.A.
- Richard K. Kikuchi, C.P.A.
- Susan F. Matz, C.P.A.

August 28, 2009

Kirby J. Warner  
Interim Finance Director  
City of Banning  
99 E. Ramsey Street  
Banning, CA 92220-0998

Dear Kirby:

As you are aware, our contract with the City of Banning for auditing services expires with the fiscal year ending June 30, 2009. Over the past few years, we have provided the City with auditing and accounting services which:

- Produced a Comprehensive Annual Financial Report (CAFR) quality Financial Statement for the City.
- Provided assistance and information to City staff when required and helpful recommendations to management.

We have made it an *absolute priority* to provide the City of Banning with the best service available and we would like to continue to provide this level of service to the City. Since we are familiar with your accounting system, we will be able to perform an efficient audit under the new *Auditing Standards*, which will benefit the City with continuity of firm personnel and minimal disruption to City staff during the audit. In addition, we have structured staff rotation on your engagement so that the City will always receive a fresh look at its system and records.

Towards this end, we would like to propose a new three year contract with two option years in order to provide continuous and uninterrupted auditing services to the City. As a part of our services, Lance, Soll & Lunghard, LLP will continue to provide extensive Government Accounting Standards Board (GASB) assistance to the City throughout the year.

Please see the attached **Appendix A** for our proposed fees for the next five years. We have kept the first year constant and have then applied a modest Cost of Living Adjustment of 3% which accounts towards the significant increase of hours we are required to expend in the performance of the new *Auditing Standards* enacted in 2008. The services to be performed, fee structure and billing methods would remain unchanged from our original agreement.

Again, Lance, Soll & Lunghard, LLP looks forward to continue to provide quality services to the City of Banning. Please sign below to acknowledge your acceptance of this agreement and return to my attention. Should you or any other representative of the City have additional questions regarding this agreement, please do not hesitate to contact Rich Kikuchi, Partner at (714) 672-0022.

Very truly yours,

*Lance, Soll & Lunghard, LLP*

\_\_\_\_\_  
Kirby J. Warner, Interim Finance Director

\_\_\_\_\_  
Date

Appendix A

City of Banning  
Lance, Soll & Lunghard, LLP - Quote for Audit Services

	2009-10	2010-11	2011-12	Option Years	
				2012-13	2013-14
City	\$ 29,660	\$ 30,550	\$ 31,465	\$ 32,410	\$ 33,382
Redevelopment Agency	5,020	5,170	5,326	5,484	5,649
City Controllers Report	2,500	2,575	2,652	2,732	2,814
RDA Controllers Report	1,880	1,936	1,994	2,054	2,116
Total	<u>\$ 39,060</u>	<u>\$ 40,231</u>	<u>\$ 41,438</u>	<u>\$ 42,681</u>	<u>\$ 43,960</u>

**CITY COUNCIL AGENDA  
CONSENT**

**Date:** October 13, 2009

**TO:** Honorable Mayor and City Council

**FROM:** Fred Mason, Electric Utility Director

**SUBJECT:** Resolution No. 2009-81 Approving the Local and System Resource Adequacy Capacity Purchase Agreement with RRI Energy Services, Inc. for Calendar Year 2010

**RECOMMENDATION:** The City Council approve the local and system resource adequacy capacity purchase with RRI Energy Services, Inc. ("RRI") for calendar year 2010, attached herewith as Exhibit "A".

**JUSTIFICATION:** It is a requirement of all California Independent System Operator ("CAISO") participants to have a minimum of fifteen percent (15%) capacity reserves. Additionally, the CAISO requires that a specified amount of each participant's total capacity be from local generating resources, as defined by the CAISO. Banning is a Participating Transmission Owner ("PTO") with the CAISO.

**BACKGROUND:** After the California energy crisis the CAISO has been developing market modifications to ensure that all Load Serving Entities ("LSE") have acquired sufficient electricity / capacity to serve their peak demand. The CAISO has determined that each LSE must maintain capacity reserves of at least 15% above its projected peak demand, and has implemented policy changes to that affect. Additionally, the CAISO requires that a specified amount of each participant's total capacity be from local generating resources, as defined by the CAISO. Banning's allocated Local Area Reliability ("LAR") requirement for 2010 is 23 megawatts ("MW").

Banning has negotiated a capacity reserve deal with RRI that fulfills both the CAISO RA and LAR requirements for calendar year 2010. Staff recommends the approval of this agreement by the City Council.

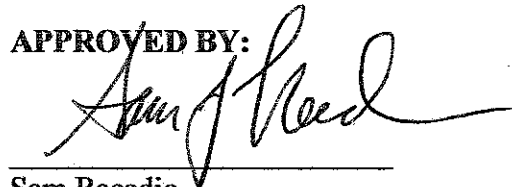
**FISCAL DATA:** The cost of this transaction is \$3.15/kilowatt month, for a total cost of \$869,400 over the twelve month contract period. Funds have been allocated in the FY 2009-10 Budget to cover the cost of this expense.

**RECOMMENDED BY:**



Fred Mason  
Electric Utility Director

**APPROVED BY:**



Sam Racadio  
Interim City Manager

**RESOLUTION NO. 2009-81**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE LOCAL AND SYSTEM RESOURCE ADEQUACY CAPACITY PURCHASE AGREEMENT WITH RRI ENERGY SERVICES, INC. FOR CALENDAR YEAR 2010**

**WHEREAS**, the City of Banning owns and operates its Municipal Electric Utility; and

**WHEREAS**, the City is a Participating Transmission Owner ("PTO") with the California Independent System Operator ("CAISO"); and

**WHEREAS**, the CAISO has implemented Resource Adequacy ("RA") requirements of 115% requiring a minimum of 15% reserves for all Load Serving Entities ("LSE"); and

**WHEREAS**, the CAISO requires that a specified amount of each participant's total capacity be from local generating resources, as defined by the CAISO; and

**WHEREAS**, the City has negotiated an agreement with RRI Energy Services, Inc. to supply energy capacity to meet the CAISO Local Area Reliability ("LAR") and RA requirements, attached herewith as Exhibit "A";

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

1. Adopt Resolution No. 2009-81 approving the energy capacity agreement between the City of Banning and RRI Energy Services, Inc., and authorize the City Manager or his designee to administer said agreement.
2. Authorize the Mayor to execute Resolution No. 2009-81. Said authorization shall become void if not executed within 60 days of the effective date of this resolution.

**PASSED, APPROVED, AND ADOPTED** this 13<sup>th</sup> day of October 2009.

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Robert E. Botts, Mayor  
City of Banning

APPROVED AS TO FORM  
AND LEGAL CONTENT:

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

ATTEST:

\_\_\_\_\_  
Marie A. Calderon, City Clerk  
City of Banning

CERTIFICATION

I, MARIE A. CALDERON, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2009-81 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 13th day of October 2009 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



## **Exhibit “A”**

**CONFIRMATION LETTER  
BETWEEN  
RRI ENERGY SERVICES, INC.  
AND  
CITY OF BANNING**

This confirmation letter ("Confirmation") confirms the Transaction between RRI Energy Services, Inc. ("Seller") and City of Banning ("Buyer"), each individually a "Party" and together the "Parties", dated as of October 13, 2009 (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the resource adequacy capacity product described herein (the "Product"). This Transaction is governed by the Western Systems Power Pool Agreement (Effective Version: March 16, 2007) to which both Seller and Buyer are members along with any amendments and annexes thereto (the "Master Agreement"). Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement and the Tariff.

**ARTICLE 1  
DEFINITIONS**

- 1.1 "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.
- 1.2 "Availability Incentive Payments" shall mean Availability Incentive Payments as defined in FERC filing ER09-1064 or such other similar term as modified and approved by FERC thereafter to be incorporated in the Tariff or otherwise applicable to CAISO.
- 1.3 "Availability Standards" shall mean Availability Standards as defined in FERC filing ER09-1064 or such other similar term as modified and approved by FERC thereafter to be incorporated in the Tariff or otherwise applicable to CAISO.
- 1.4 "Buyer" has the meaning specified in the introductory paragraph hereof.
- 1.5 "CAISO" means the California Independent System Operator, or its successor.
- 1.6 "Capacity Replacement Price" means (a) the price paid for any Replacement Capacity purchased by Buyer pursuant to Section 5.3 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Section 4.16a of the Master Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."
- 1.7 "Confirmation" has the meaning specified in the introductory paragraph hereof.
- 1.8 "Confirmation Effective Date" has the meaning specified in the introductory paragraph hereof.
- 1.9 "Contingent Firm RA Product" has the meaning specified in Section 3.3 hereof.
- 1.10 "Contract Price" means, for any Monthly Delivery Period, the product of the RA Capacity Flat Price and the Price Shape Factor for such period.
- 1.11 "Contract Quantity" means the total Unit Contract Quantity for all Units.
- 1.12 "CPUC" means the California Public Utilities Commission or any successor thereto.
- 1.13 "CPUC Decisions" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and subsequent decisions related to resource adequacy, as may be amended from time to time by the CPUC.
- 1.14 "Delivery Point" has the meaning specified in Section 4.2 hereof.

- 1.15 "Designated RA Capacity" means, for each Unit, the amount of RA Capacity that Seller provides to Buyer pursuant to this Confirmation that is certified for inclusion in RAR Showings and if applicable LAR Showings, in each case as determined pursuant to Section 3.1 hereof. Designated RA Capacity shall include those attributes associated with the capacity identified in Article 2 and Article 3 hereof.
- 1.16 "Firm RA Product" has the meaning specified in the Section 3.2 hereof.
- 1.17 "Forced Outage" means an outage that is designated "forced" according to CAISO's outage coordination rules and procedures.
- 1.18 "Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.
- 1.19 "LAR" means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSE's by the CPUC pursuant to the CPUC Decisions, or by another LRA having jurisdiction over the LSE. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.
- 1.20 "LAR Attributes" means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as may be identified from time to time by the CPUC, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that the LAR Attributes associated with a Unit by virtue of its location or point of electrical interconnection may change as the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas and such change will not result in a change in payments made pursuant to this transaction.
- 1.21 "LAR Showings" means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA having jurisdiction over the LSE.
- 1.22 "LRA" means a Local Regulatory Authority, as defined in the Tariff.
- 1.23 "LSE" means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).
- 1.24 "Maintenance Outage" has the meaning specified in the NERC/GADS Protocols.
- 1.25 "Master Agreement" has the meaning specified in the introductory paragraph hereof.
- 1.26 "Monthly Delivery Period" means each calendar month during the Period of Delivery.
- 1.27 "Monthly RA Capacity Payment" has the meaning specified in Section 4.4 hereof.
- 1.28 "NERC/GADS Protocols" means the North American Electric Reliability Council (NERC) Generating Availability Data System (GADS) protocols, as may be updated from time to time.
- 1.29 "Non-Availability Charges" shall mean Non-Availability Charges as defined in FERC filing ER09-1064 or such other similar term as modified and approved by FERC thereafter to be incorporated in the Tariff or otherwise applicable to CAISO.
- 1.30 "Non-Excusable Event" means an event which prevents Buyer's ability to use Designated RA Capacity for its RAR Showing or LAR Showing as a result of Seller's (a) negligence, (b) failure to perform its obligations under this Confirmation, including, without limitation, the failure to cause the owner, operator or SC of a Unit to comply with the operations and maintenance standards

specified in Section 8.2(f), or (c) failure to comply, or cause the owner, operator or SC of the Units to comply, with the Tariff with respect to the Units providing RAR Attributes and LAR Attributes, as applicable.

- 1.31 "Period of Delivery" has the meaning specified in Section 4.1 hereof.
- 1.32 "Planned/Scheduled Outage" means any outage, including Maintenance Outages, that are designated "Approved Planned" in the SLIC System.
- 1.33 "Price Shape Factor" means the Price Shape Factor specified in the Monthly Payment Price Shape Table in Section 4.4 hereof.
- 1.34 "Product" has the meaning specified in the introductory paragraph hereof.
- 1.35 "Prorated Percentage of Unit Factor" means the percentage of RA Capacity, as specified in Article 2 hereof, from the Unit that is dedicated to Buyer pursuant to this Confirmation.
- 1.36 "RA Availability" means, for each Unit, expressed as a decimal value rounded to the nearest hundredth, (a) the Unit's Designated RA Capacity for a Monthly Delivery Period, divided by (b) the Unit Contract Quantity for such Monthly Delivery Period, provided that a Unit's RA Availability shall not exceed 1.00.
- 1.37 "RA Capacity" means the qualifying and deliverable capacity of the Unit for RAR and LAR purposes for the Period of Delivery, as determined by the CAISO, or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses both the RAR Attributes and LAR Attributes of the capacity provided by a Unit.
- 1.38 "RA Capacity Flat Price" means the price specified in the RA Capacity Flat Price Table in Section 4.4 hereof.
- 1.39 "RAR" means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.
- 1.40 "RAR Attributes" means, with respect to a Unit, any and all resource adequacy attributes, as may be identified from time to time by the CPUC, LRA, or Governmental Body having jurisdiction, that can be counted toward RAR, exclusive of any LAR Attributes.
- 1.41 "RAR Showings" means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions, or to an LRA having jurisdiction.
- 1.42 "Replacement Capacity" has the meaning specified in Section 5.3 hereof.
- 1.43 "Replacement Unit" means a generating unit meeting the requirements specified in Section 5.2 hereof.
- 1.44 "Resource Top Down Category" means the resource classification as described in CPUC Decision 05-10-042, and as may be amended from time to time by the CPUC.
- 1.45 "Seller" has the meaning specified in the introductory paragraph hereof.
- 1.46 "SLIC System" means the scheduling and logging system for the CAISO, which is a web-enabled interface for transmission and generation owners and operators to communicate outage information to the CAISO.
- 1.47 "Standard Capacity Product" shall mean the product as defined in FERC filing ER09-1064 or as modified and approved by FERC thereafter to be incorporated in the Tariff or otherwise applicable to CAISO.
- 1.48 "Supply Plan" means the supply plans, or similar or successor filings, that each Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other Governmental Body, pursuant to Applicable Laws, in order for that RA Capacity to count for its RAR Attributes or LAR Attributes.

- 1.49 "Tariff" means the tariff and protocol provisions of the CAISO, as amended or supplemented from time to time.
- 1.50 "Transaction" has the meaning specified in the introductory paragraph hereof.
- 1.51 "Unit" or "Units" shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.
- 1.52 "Unit Contract Quantity" means the quantity of RA Capacity for a Unit as of the Confirmation Effective Date, as specified in Section 4.3 hereof.

## **ARTICLE 2 UNIT INFORMATION<sup>1</sup>**

Unit: ORMOND UNIT 2

Location: OXNARD, CA

CAISO Resource ID: ORMOND\_7\_UNIT 2

Unit SCID: NES1

Unit CAISO Net Qualifying Capacity (as determined by CAISO for such Unit as of the Confirmation Effective Date): 775 MWs

Prorated Percentage of Unit Factor: .03

Resource Type: NATURAL GAS CONVENTIONAL STEAM TURBINE

Resource Top Down Category (1, 2, 3 or 4): 4

Point of interconnection with the CAISO Controlled Grid ("Substation"): MOOR PARK

Current CAISO Zone (NP15, ZP26, or SP15) in which Substation resides: SP15

LAR Region (if any, as of Confirmation Effective Date): BIG CREEK/VENTURA

Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment: NONE known by Seller as of the Confirmation Effective Date.

Run Hour Restrictions: NONE

## **ARTICLE 3 RESOURCE ADEQUACY CAPACITY PRODUCT**

During the Period of Delivery, Seller shall provide the Product to Buyer pursuant to the terms of this Confirmation. The Product shall (a) include both RAR Attributes and, if any, LAR Attributes, and (b) be either a Firm RA Product or a Contingent Firm RA Product, as selected below. The Product does not confer to Buyer any right to the electrical output from the Units, other than the right to include the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings if applicable, and any other capacity or resource adequacy markets or proceedings as specified in this

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<sup>1</sup> To be repeated for each Unit if more than one.

Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell any RA Capacity from a Unit in excess of that Unit's Contract Quantity, and any RAR Attributes or LAR Attributes not otherwise sold under this Confirmation.

### **3.1 RAR and LAR Attributes**

Seller shall provide Buyer with the Designated RA Capacity and the RAR Attributes and, if any, LAR Attributes from each Unit associated with such Designated RA Capacity, as expressed in MWs. For each Monthly Delivery Period, a Unit's Designated RA Capacity shall be equal to the product of (x) the Unit's RA Capacity, subject to adjustments for Planned/Scheduled Outages at the time of the RAR Showings and, if applicable, LAR Showings, if any, as determined pursuant to Article 7 below and (y) the Unit's Prorated Percentage of Unit Factor; provided that the total amount of Designated RA Capacity from all Units shall not exceed the Contract Quantity.

### **3.2 [ X ] Firm RA Product**

Seller shall provide Buyer with Designated RA Capacity from the Units in the amount of the Contract Quantity. If, for any Monthly Delivery Period, the Designated RA Capacity is insufficient to provide the full amount of the Contract Quantity for such period solely as a result of Planned/Scheduled Outages resulting in adjustments to RA Capacity of a Unit at the time of the RAR Showings and, if applicable, LAR Showings pursuant to Article 7 below, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 5.2 hereof. If Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units pursuant to Section 5.2, as Buyer's sole and exclusive remedy for such failure, Seller shall be liable for damages pursuant to Section 5.4 hereof, or Seller shall indemnify Buyer for penalties or fines pursuant to Section 5.5 hereof. For clarity, if, the Units provide less than the full amount of the Contract Quantity as a result of a Forced Outage or a Force Majeure, Seller is not obligated to provide Buyer with replacement Designated RA Capacity or to indemnify Buyer for any penalties or fines pursuant to Section 5.5 hereof.

### **3.3 [ ] Contingent Firm RA Product**

Seller shall provide Buyer with Designated RA Capacity from the Units in the amount of the Contract Quantity. If, for any Monthly Delivery Period, the Designated RA Capacity is insufficient to provide the full amount of the Contract Quantity for such period because of a Non-Excusable Event, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 5.2 hereof. In such case, if Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units pursuant to Section 5.2, as Buyer's sole and exclusive remedy for such failure, Seller shall be liable for damages pursuant to Section 5.4 hereof, or Seller shall indemnify Buyer for penalties or fines pursuant to Section 5.5 hereof. For clarity, if the Units provide less than the full amount of the Contract Quantity for any reason other than a Non-Excusable Event, Seller is not obligated to provide Buyer with replacement Designated RA Capacity or to indemnify Buyer for penalties or fines pursuant to Section 5.5 hereof.

## **ARTICLE 4 DELIVERY AND PAYMENT**

### **4.1 Period of Delivery**

The Period of Delivery shall be: January 1, 2010 through December 31, 2010, inclusive.

### **4.2 Delivery Point**

The Delivery Point for each Unit shall be the CAISO Control Area and, if applicable, the LAR region in which the Unit is electrically interconnected.

#### 4.3 Unit Contract Quantity<sup>2</sup>

The Contract Quantity of each Unit for each Monthly Delivery Period shall be:

**Unit Contract Quantity (MWs)**

<b>Month</b>	<b>MWs</b>
January	23
February	23
March	23
April	23
May	23
June	23
July	23
August	23
September	23
October	23
November	23
December	23

If any portion of the Unit Contract Quantity of any Unit providing a Contingent Firm RA Product is not countable in Buyer's RAR Showings or, if applicable, LAR Showings after the Confirmation Effective Date for reasons other than a Non-Excusable Event, the Unit Contract Quantity shall be adjusted to the product of the Unit's (a) RA Capacity following adjustment, and (b) Prorated Percentage of Unit Factor, provided that the resulting Unit Contract Quantity shall not exceed the original Unit Contract Quantity on the Confirmation Effective Date.

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<sup>2</sup> To be repeated for each Unit if more than one.

#### **4.4 Monthly RA Capacity Payment**

In accordance with the terms of Section Nine of the Master Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit, in arrears, following each Monthly Delivery Period. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places). Each Monthly RA Capacity Payment may be subject to reduction in accordance with Section 4.5 hereof.

**RA CAPACITY FLAT PRICE TABLE**

<b>Contract Year</b>	<b>RA Capacity Flat Price (\$/kW-month)</b>
2010	\$3.15

The respective monthly Price Shape Factor, set forth in the Monthly Payment Price Shape Factor Table below, shall apply throughout the entire Period of Delivery.

**MONTHLY PAYMENT PRICE SHAPE FACTOR TABLE**

<b>Contract Month</b>	<b>Price Shape Factor</b>
January	100%
February	100%
March	100%
April	100%
May	100%
June	100%
July	100%
August	100%
September	100%
October	100%
November	100%
December	100%

#### **4.5 Reduction of Monthly RA Capacity Payment (Contingent Firm RA Product only)**

For any Contingent Firm RA Product, the Monthly RA Capacity Payment for each Unit shall be reduced by its RA Availability Adjustment, which is calculated for any Monthly Delivery Period as follows:

- (a) When the Unit's RA Availability is greater than or equal to 0.80, the Unit's RA Availability Adjustment shall be zero.
- (b) When the Unit's RA Availability is greater than or equal to 0.50, but less than 0.80, the Unit's RA Availability Adjustment shall be equal to:



$(0.80 - \text{RA Availability}) * 0.50 * \text{the applicable Contract Price} * \text{Unit Contract Quantity} * 1,000.$

- (c) When the Unit's RA Availability is less than 0.50, the Unit's RA Availability Adjustment shall be equal to:

$((0.80 - 0.50) * 0.50) + ((0.50 - \text{RA Availability}) * 1.00)) * \text{the applicable Contract Price} * \text{Unit Contract Quantity} * 1,000.$

The final product of this RA Availability Adjustment calculation shall be rounded to the nearest penny (i.e., two decimal places). The RA Availability Adjustment for each Unit shall be subtracted from the Monthly RA Capacity Payment determined in Section 4.4 to determine the amount due to the Seller for Designated RA Capacity provided hereunder from each Unit. In no case shall a Unit's Monthly RA Capacity Payment be less than zero.

#### **4.6 Allocation of Other Payments and Costs**

Seller may retain any revenues it may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down and minimum load costs, (b) capacity revenue for ancillary services, (c) energy sales, and (d) any revenues for black start or reactive power services. However, Buyer shall be entitled to receive and retain all revenues associated with and arising from the Designated RA Capacity of any Unit during the Period of Delivery (including any capacity or availability revenues from RMR Agreements for any Unit, and Interim Capacity Procurement Mechanism capacity payments, but excluding payments described in clauses (a) through (d) above). In accordance with Section 4.4 of this Confirmation and Section Nine of the Master Agreement, all such Buyer revenues described in this Section received by Seller, a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Buyer does not receive, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Confirmation. If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues.

In the event the Tariff is modified to include the Standard Capacity Product, Seller agrees that the Unit is subject to the terms of the Availability Standards. Furthermore, the Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges are the responsibility of the Seller and for Seller's account.

### **ARTICLE 5 SELLER'S FAILURE TO DELIVER CONTRACT QUANTITY**

#### **5.1 Notices and Filings**

If the Units will not be available to provide Designated RA Capacity in the full amount of the Contract Quantity for any RAR and/or LAR Showings for the Period of Delivery, Seller shall, no later than the earlier of (a) twenty (20) Business Days after the loss of any Designated RA Capacity, or (b) fifteen (15) Business Days before the relevant deadline for such RAR or LAR Showing, notify Buyer of the Designated RA Capacity of each Unit which can be included in such Showings. Seller shall, on a timely basis, submit, or cause each Unit's Scheduling Coordinator to submit, Supply Plans to identify and confirm the Designated RA Capacity of each Unit sold to Buyer. Seller shall cause the Unit's Scheduling Coordinator to certify to Buyer, no later than the earlier of (a) twenty (20) Business Days after the Confirmation Effective Date, or (b) fifteen (15) Business Days before the relevant deadline for any applicable RAR or LAR Showing, that Buyer will be credited with the Designated RA Capacity for the Period of Delivery in the Unit's Scheduling Coordinator's Supply Plan. Seller shall indemnify and hold harmless Buyer from any costs, monetary penalties or fines Buyer may incur in the event any Unit's Scheduling Coordinator fails to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder. If Seller fails to pay those costs, monetary penalties or fines, or fails

to reimburse Buyer for those costs, monetary penalties or fines, then Buyer may offset any amounts owing to it under this Section 5.1 against any future amounts it may owe to Seller under this Confirmation.

## **5.2 RA Capacity from Replacement Units**

If Seller is required to provide Designated RA Capacity from one or more Replacement Units pursuant to Sections 3.2 or 3.3, Seller shall, at no cost to Buyer, provide Buyer with replacement RA Capacity from one or more Replacement Units, such that the total amount of Designated RA Capacity provided to Buyer from all Units and Replacement Units equals the Contract Quantity. The designation of any Replacement Unit by Seller shall be subject to Buyer's prior written approval, which shall not be unreasonably withheld; provided that so long as the Replacement Unit provides to Buyer RAR Attributes and LAR Attributes equivalent to those that were provided by the original Unit then Buyer's prior approval shall not be required. For clarity, in the aggregate all Units and Replacement Units must provide to Buyer RAR Attributes and LAR Attributes equivalent to those that were provided by the original Units and that were sold under this Confirmation. Seller shall identify Replacement Units meeting the above requirements no later than the earlier of twenty (20) Business Days after the loss of any Designated RA Capacity, or fifteen (15) Business Days before the relevant deadline for Buyer's RAR Showing and/or LAR Showing. Once Seller has identified in writing any Replacement Units that meet the requirements of this Section 5.2, any such Replacement Unit shall be automatically deemed to be a Unit for purposes of this Confirmation until Seller notifies Buyer, in writing, of the availability of the original Units.

For purposes of this Confirmation, Seller shall be deemed to have failed to provide Buyer with Designated RA Capacity in the full amount of the Contract Quantity if the Units and Replacement Units providing such Designated RA Capacity do not in the aggregate provide to Buyer the RAR Attributes and LAR Attributes contracted for pursuant to this Confirmation.

## **5.3 Purchase of Replacement Capacity**

If Seller fails to provide any portion of Designated RA Capacity from Replacement Units as required by Section 5.2 hereof, Buyer may, but shall not be required to, replace any Designated RA Capacity not provided by Seller with capacity (such replacement capacity being referred to as "Replacement Capacity") having equivalent RAR and LAR Attributes compared to the Designated RA Capacity not provided by Seller. Buyer may enter into purchase transactions with one or more other parties to replace Designated RA Capacity not provided by Seller. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver the Product to another party, and such arrangements shall be considered to be the procurement of Replacement Capacity. Buyer shall act in a commercially reasonable manner in purchasing any Replacement Capacity.

## **5.4 Damages for Failure to Deliver**

If Seller is required to provide Designated RA Capacity from one or more Replacement Units pursuant to Sections 3.2 or 3.3, and fails to do so pursuant to Section 5.2 hereof, then, for purposes of determining the damages due to Buyer under Section 21 of the Master Agreement, Seller shall pay to Buyer an amount equal to the positive difference, if any, between (a) the sum of (i) the Capacity Replacement Price for each Replacement Capacity transaction entered into by Buyer times its applicable RA Capacity quantity, plus (ii) absent a purchase of Replacement Capacity, each Capacity Replacement Price times the Designated RA Capacity not provided by Seller (adjusted for any quantity purchased by Buyer in (i) above), and (b) the Designated RA Capacity not provided for each Monthly Delivery Period multiplied by the Contract Price for that month. If Seller fails to pay those damages, then Buyer may offset those damages owed it against any future amounts it may owe to Seller under this Confirmation.

## **5.5 Indemnities for Failure to Deliver Designated RA Capacity**

Seller agrees to indemnify Buyer for any monetary penalties or fines assessed against Buyer by the CPUC or the CAISO, or an LRA having jurisdiction, resulting from: (a) the Designated RA Capacity provided to Buyer hereunder being less than the Contract Quantity due to a Non-Excusable Event, and Seller's failure to replace the shortfall in Designated RA Capacity from Replacement Units in accordance with Section 5.2 hereof; (b) Seller's failure to provide notice of the non-availability of any portion of the

Designated RA Capacity as required under Section 5.1 hereof; or (c) any other failure by Seller to perform its obligations under this Confirmation. With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties and fines, provided that in no event shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. Seller will have no obligation to Buyer under this Section 5.5 in respect of the portion of Contract Quantity for which Seller has paid damages pursuant to Section 5.4 hereof. If Seller fails to pay those penalties or fines, or fails to reimburse Buyer for those penalties and fines, then Buyer may offset the cost of those penalties and fines against any future amounts it may owe to Seller under this Confirmation.

## **ARTICLE 6 CAISO OFFER REQUIREMENTS**

During the Period of Delivery, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

## **ARTICLE 7 PLANNED/SCHEDULED OUTAGES**

In the event of a Planned/Scheduled Outage, the Unit's Designated RA Capacity will be deemed to be adjusted under the following circumstances:

<b>Time Period</b>	<b>Adjustment to the Unit's Designated RA Capacity at the Time of Showing</b>
<b>Summer</b> May through September	Any month where days of Planned/Scheduled Outages exceed 25% of days in the month, the Unit's Designated RA Capacity will be equal to zero (0) for the month. If Planned/Scheduled Outages are less than or equal to 25%, the Unit's Designated RA Capacity will be deemed to equal the Contract Quantity.
<b>Non-Summer Months</b> October through April	<p>(i) For Planned/Scheduled Outages less than 1 week, the Unit's Designated RA Capacity will be deemed to equal the Contract Quantity</p> <p>(ii) For Planned/Scheduled Outages 1 week to 2 weeks, the Unit's Designated RA Capacity will be calculated using the following formula:  <math display="block">[1 - (\text{days of Planned/Scheduled Outage} / \text{days in month}) - 0.25] * \text{Unit's Designated RA Capacity}</math> </p> <p>(iii) For Planned/Scheduled Outages over 2 weeks, the Designated RA Capacity will be deemed to equal zero for that month.</p>

## **ARTICLE 8 OTHER BUYER AND SELLER COVENANTS**

8.1 Buyer and Seller shall, throughout the Period of Delivery, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure

Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's RAR and LAR if applicable. Such commercially reasonable actions shall include, without limitation:

- (a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner or operator to cooperate with and provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR and/or LAR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CPUC, or by an LRA having jurisdiction, to demonstrate for each month of the Period of Delivery the ability to deliver the Contract Quantity from each Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, CAISO or other Governmental Body having jurisdiction to administer RAR or LAR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR and/or LAR; and
- (b) Negotiating in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions or decisions rendered by the CPUC, FERC, or other Governmental Body having jurisdiction to administer RAR or LAR, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

**8.2** Seller represents, warrants and covenants to Buyer that, throughout the Period of Delivery:

- (a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;
- (b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR or LAR or analogous obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;
- (c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR or LAR, or analogous obligations in any non-CAISO market;
- (d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, and is under the control of CAISO;
- (e) In the event Seller has rights to the energy output of any Unit, and Seller or the Unit's Scheduling Coordinator schedules energy from the Unit for export from the CAISO Control Area, or commits energy to another entity in a manner that could result in scheduling energy from the Unit for export from the CAISO Control Area, it shall do so only as allowed by, and in accordance with, Applicable Laws and such exports may, if allowed by the Tariff, be curtailed by the CAISO;
- (f) The owner or operator of each Unit is obligated to maintain and operate each Unit using "Good Utility Practice," as defined in the Tariff, and, if applicable, General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit, provided that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;
- (g) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR and LAR;

- (h) If Seller is the owner of any Unit, the aggregation of all amounts of LAR Attributes and RAR Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;
- (i) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's SC is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR and LAR;
- (j) Seller has notified the SC of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the Tariff; and
- (k) Seller has notified each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.6 of this Confirmation, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

#### **ARTICLE 9 CONFIDENTIALITY**

Notwithstanding Section 30.1 of the Master Agreement, the Parties agree that either Party may disclose the sale of the Designated RA Capacity under this Confirmation to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction in order to support its LAR or RAR Showings or Supply Plans, if applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Transaction to the SC of each Unit in order for such SC to timely submit accurate Supply Plans; provided, that each disclosing Party shall, to the extent reasonable, use reasonable efforts to limit the ability of any such applicable Governmental Body, CAISO, LRA or SC to further disclose such information.

#### **ARTICLE 10 BUYER'S RE-SALE OF PRODUCT**

Buyer may re-sell all or a portion of the Product delivered to Buyer hereunder.

#### **ARTICLE 11 COLLATERAL REQUIREMENTS**

INTENTIONALLY LEFT BLANK.

#### **ARTICLE 12 WSPP AGREEMENT AMENDMENTS**

**12. WSPP Agreement Amendments:** For purposes of this Transaction only, the Master Agreement shall be amended as follows:

- (a) Sections 22.1(d) and 27 of the Master Agreement shall not apply to either Party with respect to this Transaction.
- (b) The following phrase is inserted at the beginning of Section 37: "On the date of entering into this Confirmation,".
- (c) Section 24 of the Master Agreement is deleted and replaced with the following:

"This Master Agreement and any Confirmation shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law or contrary provisions of the Master Agreement, if any.

- (d) Subsections 34.1 and 34.2 of the Master Agreement are hereby deleted and replaced with the following:

34.1 Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT, PROVIDED, HOWEVER, THE PARTIES DO NOT WAIVE JURY TRIAL IF ANY PROCEEDING RELATED TO THIS AGREEMENT IS BROUGHT IN THE STATE OF TEXAS."

The rest of Section 34 of the Master Agreement shall be re-numbered accordingly.

- (e) LIMITATION OF DAMAGES. FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE.
- (f) Section 41 "Witness" of the Master Agreement shall become Section 42 and the following "Standard of Review" Section substituted in its place:

"The Parties agree as follows:

From the date of entering into a Transaction under this Master Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

- (i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Master Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)( the "Mobile-Sierra" doctrine).
- (ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Master Agreement and (ii) hereby expressly and irrevocably waive any rights

they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

**ACKNOWLEDGED AND AGREED TO AS OF OCTOBER 13, 2009:**

**RRI ENERGY SERVICES, INC.**

**CITY OF BANNING**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]* *mac*  
Robert D. Ott  
Vice President  
Sept. 25, 2009 *pb*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY COUNCIL AGENDA  
CONSENT ITEM**

**DATE:**       **October 13, 2009**

**TO:**           **Honorable Mayor and City Council**

**FROM:**       **Duane Burk, Director of Public Works**

**SUBJECT:**   **Resolution No. 2009-82, "Awarding an Agreement to Allsup Corporation of Upland, California in an amount of \$25,000.00 for CNG Fueling Station Monthly Maintenance and Repair Services as Needed"**

**RECOMMENDATION:** The City Council adopt Resolution No. 2009-82:

- I.**       Awarding an Agreement to Allsup Corporation of Upland, California in an amount of \$25,000.00 for CNG Fueling Station Monthly Maintenance and Repair Services as Needed.
  
- II.**      Authorizing the Director of Finance to make necessary budget adjustments and appropriations from the Air Quality Management Fund to Account No. 132-4900-446.90-77 (Alternate Fueling System) in an amount of \$25,000.00.

**JUSTIFICATION:** Allsup Corporation is a well qualified company that specializes in equipment supply, design, construction and service of CNG fueling stations. In order to utilize Air Quality Management funds for monthly maintenance and repairs of the compressed natural gas (CNG) fueling station, it is necessary to authorize an appropriation and expenditure of funds.

**BACKGROUND:** The City of Banning owns and maintains the CNG Fueling Station located at 176 E. Lincoln Street. This station is utilized by the City's transit system which provides transportation services to Banning, Beaumont, and Cabazon residents. Additionally, the station provides fueling services for City vehicles that are utilized for daily operations. Other agencies including Banning Unified School District, Air Quality Management District (AQMD), California Department of Transportation (Caltrans), and Waste Management also utilize this fueling station to support their daily operations.

The existing CNG fueling station was constructed in 2001 and expanded in 2004. Since then, the CNG gas compressors have become worn down and are no longer under warranty. Recently, repairs were performed on the fuel pump equipment; however, staff recommends at this time to enter into an agreement for maintenance and repair services on a monthly basis. This agreement is necessary in order to ensure fueling services remain uninterrupted and is essential in order to preserve property and public safety. Staff solicited Allsup of Upland, California, the original contractor that constructed the fueling station and that also performed the recent repairs and replacement of existing equipment at the fueling station, to provide monthly services.



**FISCAL DATA:** The current estimated fund balance in the Air Quality Management Fund is \$283,290.00. An appropriation from this fund to Account No. 132-4900-446.90-77 (Alternate Fueling System) in the amount of \$25,000.00 is requested to fund the agreement with Allsup Corporation for CNG fueling station monthly maintenance and repair services as needed.

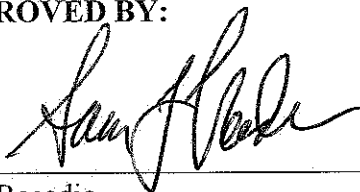
**RECOMMENDED BY:**

  
Duane Burk  
Director of Public Works

**REVIEWED BY:**

  
Kirby Warner  
Interim Finance Director

**APPROVED BY:**

  
Sam Racadio  
Interim City Manager

## RESOLUTION NO. 2009-82

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING AN AGREEMENT TO ALLSUP CORPORATION OF UPLAND, CALIFORNIA IN AN AMOUNT OF \$25,000.00 FOR CNG FUELING STATION MONTHLY MAINTENANCE AND REPAIR SERVICES AS NEEDED**

**WHEREAS**, the City of Banning owns and maintains the CNG Fueling Station located at 176 E. Lincoln Street and this station is utilized by the City's transit system which provides transportation services to the Banning, Beaumont, and Cabazon residents; and

**WHEREAS**, the station also provides fueling services for City Vehicles as well as for other agencies including Banning Unified School District, Air Quality Management District (AQMD), California Department of Transportation (Caltrans), and Waste Management; and

**WHEREAS**, the existing CNG Fueling Station was constructed in 2001 and expanded in 2004 and since then has become worn down and is no longer under warranty; and

**WHEREAS**, recently repairs were performed on the fuel pump equipment; however, staff recommends that the City enter into an agreement for CNG Fueling Station monthly maintenance and repair services on a monthly basis which is necessary in order to ensure fueling services remain uninterrupted and is essential in order to preserve property and public safety; and

**WHEREAS**, staff solicited Allsup of Upland, California, a well qualified company that specializes in equipment supply, design, construction and service of CNG fueling stations, to perform monthly maintenance services for Fiscal Year 2010.

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

**Section I.** The City Council of the City of Banning award an Agreement to Allsup Corporation of Upland, California in an amount "Not to Exceed" \$25,000.00 for CNG Fueling Station Monthly Maintenance and Repair Services as Needed.

**Section II.** Authorize the Director of Finance to make necessary budget adjustments and appropriations from the Air Quality Management Fund to Account No. 132-4900-446.90-77 (Alternate Fueling System) in an amount "Not to Exceed" \$25,000.00.

**Section III.** The Interim City Manager is hereby authorized to execute the Agreement for CNG Fueling Station Monthly Maintenance and Repairs Services as Needed. This authorization will be rescinded if the parties do not execute the contract agreement within thirty (90) days of the date of this resolution.

**PASSED, ADOPTED AND APPROVED** this 13<sup>th</sup> day October, 2009.

\_\_\_\_\_  
Robert E. Botts, Mayor

**ATTEST:**

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

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

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

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2009-82 was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 13<sup>th</sup> day of October, 2009.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marie A. Calderon City Clerk  
City of Banning, California

**CITY COUNCIL AGENDA  
REPORT OF OFFICERS**

**DATE:** October 13, 2009

**TO:** Honorable Mayor and City Council

**FROM:** Sam Racadio, Interim City Manager

**SUBJECT:** Criteria and Procedures for Street Naming and Renaming

**RECOMMENDATION:**

That the City Council adopt a resolution establishing criteria and procedures for street naming and renaming.

**BACKGROUND/ANALYSIS:**

The City Council received a report from City staff regarding street naming and renaming on September 22, 2009. At the meeting, Mayor Botts asked a question as to whether other cities have specific criteria for street renaming to ensure that people do not submit names that are inappropriate, such as names of their relatives who passed away. Staff responded to the Mayor's question indicating that, based on the internet search of other city policies, there are no specific criteria found; however, upon further thought, staff believes that it is appropriate to add specific criteria for naming and renaming of streets. These criteria are as follows:

- a. In recognition of the geographic area in which the street is located. For new development, street names should be reflective of the aesthetics and community character of the development.
- b. In honor of individuals who have made outstanding contributions to the community, county, state or nation.

The attached resolution includes the above criteria, including the criteria and procedures that were indicated in the staff report dated September 22, 2009.

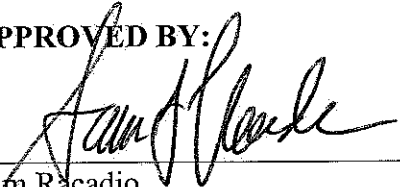
**FISCAL IMPACT:**

There is no fiscal impact associated with establishing criteria and procedures for street naming and renaming. Fees for establishing street names as part of new residential development or renaming the streets prior to recordation of the final map shall be the responsibility of the developer/applicant. Should the City Council decide to rename streets, the costs associated with that action would have to be determined at that time.

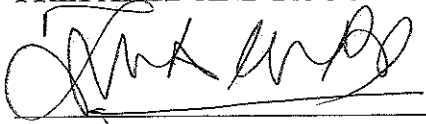
**CONCLUSION:**

It is recommended that the City Council adopt a resolution establishing criteria and procedures for street name and renaming.

**APPROVED BY:**

  
Sam Racadio  
Interim City Manager


**PREPARED AND RECOMMENDED BY:**

  
Zai Abu Bakar  
Community Development Director

**REVIEWED BY:**

  
Kirby Warner  
Interim Finance Director

**REVIEWED BY:**

  
Duane Burk  
Public Works Director

**Attachments:**

1. Resolution No. 2009-83

## RESOLUTION NO. 2009-83

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING CRITERIA AND PROCEDURES FOR STREET NAMING AND RENAMING TO ENHANCE THE COMMUNITY CHARACTER AND SERVE THE PUBLIC CONVENIENCE

**WHEREAS**, the City has no formal criteria and procedures for the naming and renaming of streets; and

**WHEREAS**, it is good practice to have a uniform policy for street naming with respect to the development of new subdivisions or renaming of streets so that street names can enhance the character of the community and also serve the public convenience; and

**WHEREAS**, it is necessary for the City to establish criteria and procedures for naming and renaming of streets in accordance with the above goals;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Banning that the following policy is adopted for the initial naming and renaming of streets in Banning:

**A. Street Naming for New Development: The following provisions shall apply for developers establishing street names in new subdivisions or projects:**

1. Street names in new development should follow a theme with respect to any new subdivision reflecting the aesthetics and community character of the development. For projects not constituting a major subdivision the proposed street names should consider street names within the area, historical precedents and other community considerations.
2. The following street names are prohibited:
  - a. Names that are offensive and/or derogatory.
  - b. Names that are cumbersome, corrupted, or modified.
  - c. Names for public streets that could be construed as commercial advertising.
  - d. Names that are cardinal directions, i.e., North Road, Eastford Road, Northstar Drive.
  - e. Duplicate names, which means that the street in question either has:
    - (1) The identical name to another street; or
    - (2) A name, which because of its pronunciation or spelling, is deceptively similar to another name (i.e., Beach Avenue, Beech Avenue, Peach Avenue).

3. Street names should not change on a continuous road except circle roads and any streets that make a significant directional change (See item #4 below).
4. A street will not be considered continuous where there is a significant change in direction, such as a 90-degree (or generally greater than 45-degrees), and in such case there should be a new street name where the street changes direction.
5. Where new development has private streets; the private streets should be subject to criteria consistent with this public street naming convention.
6. Street names shall be included on the Tentative Map as required by Section 16.12.050 of the Banning Municipal Code. The list of street names shall be forwarded to the City Council for their review and approval.
7. Should the street name(s) on the approved Tentative Map be changed, the City Council shall approve the change prior to recordation of the Final Map.
8. The Developer/Applicant shall bear the full cost of processing the approval of street renaming prior to recordation of the Final Map.

**B. Street Renaming once the Street Name is Posted. Where street names have been established and posted but it is proposed to rename the street, the following shall apply:**

1. The following criteria are to be used for street renaming once the street name is posted:
  - a. The street name will not be changed if it will cause significant cost or inconvenience to those with residences or businesses on that street.
  - b. The limitations in Section A.2 shall apply.
  - c. Street renaming recognizing the geographic area, harmonizing with other existing street names, recognizing the history of the area, or based on prominent community features are permitted.
  - d. Street names honoring individuals who have made outstanding contributions to the community, county, state or nation are permitted.
2. Anyone proposing to change a street name shall submit a written petition supporting the name change by a representative group of property owners and occupants of property on the street.
3. Street renaming shall be approved by the City Council at a public hearing.
4. Hearing Notices shall be sent to all owners of the properties that are located adjacent to the affected street, not less than 10 days prior to the public hearing. Should the total number of owners to whom notice should be sent is greater than



1,000, notice shall be given consistent with Section 17.68.B.2.b of the Banning Municipal Code.

5. Hearing notices shall also be published in the newspaper of general circulation per Section 17.68.B.1 of the Banning Municipal Code.
6. Upon approval of the City Council, the street shall be resigned by the City, and all affected agencies, such as the Post Office, Banning Unified School District, the Gas Company, County of Riverside Assessor's Office, the Department of Motor Vehicles, and all of the utility purveyors should be officially notified.
7. The Applicant shall bear the full cost of processing the approval of street renaming.

**PASSED, APPROVED, AND ADOPTED** this 13th day of October 2009.

---

Robert E. Botts, Mayor  
City of Banning, California

APPROVED AS TO FORM  
AND LEGAL CONTENT:

---

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

ATTEST:

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Marie A. Calderon, City Clerk

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2009-83, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2009, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

**CITY COUNCIL AGENDA  
CONSENT ITEM**

**Date:** October 13, 2009

**TO:** City Council

**FROM:** Duane Burk, Director of Public Works

**SUBJECT:** Notice of Completion for the "Emergency Overhaul of Process Pump 9-P-2 at the Wastewater Treatment Plant"

**RECOMMENDATION:** Accept the Project entitled "Emergency Overhaul of Process Pump 9-P-2 at the Wastewater Treatment Plant" as complete and direct the City Clerk to record the Notice of Completion.

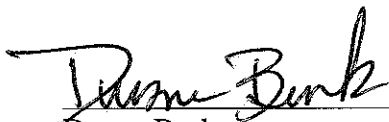
**JUSTIFICATION:** The Contractor has completed the work as per the plans and specifications.

**BACKGROUND:** The City Council awarded the construction contract for said project to MMC Inc., of La Palma, California, at its regular meeting held on April 28, 2009.

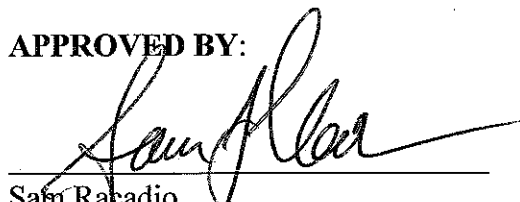
The scope of work for the project included the labor, material and equipment for the overhauling of the Process Pump 9-P-2 at the Wastewater Treatment Plant.

**FISCAL DATA:** The original/final contract price for the entire project was \$10,991.02.

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Duane Burk  
Director of Public Works

**APPROVED BY:**

  
\_\_\_\_\_  
Sam Racadio  
Interim City Manager

**REVIEWED BY:**

  
\_\_\_\_\_  
Kirby Warner  
Interim Finance Director

1 WHEN RECORDED MAIL TO:

2  
3 City Clerk's Office  
4 City of Banning  
5 City Hall, 99 E. Ramsey Street  
6 Banning, California 92220  
7

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

---

12  
13 NOTICE OF COMPLETION

14 Emergency Overhaul of Process Water Pump 9-P-2 at the Wastewater Treatment Plant

15  
16 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the City of Banning,  
17 a municipal corporation, pursuant to the provisions of Section 3093 of the Civil Code of  
18 the State of California, and is hereby accepted by the City of Banning pursuant to  
19 authority conferred by the City Council this October 13, 2009, and the grantees consent  
20 to recordation thereof by its duly authorized agent.  
21

22 (1) That the OWNER, the City of Banning and MMC Inc., the Contractor  
23 entered into a written Agreement dated March 22, 2009, for Emergency Overhaul of  
24 Process Water Pump 9-P-2 at the Wastewater Treatment Plant ("Work of Improvement").  
25 The scope of work under this project was to furnish labor, material and equipment for the  
26 overhauling of the Process Pump 9-P-2 at the Wastewater Treatment Plant in the City of  
27 Banning.  
28

29 (2) That the Work of Improvement was substantially completed on April 29,  
30 2009, and the Nature of Interest is in fee simple owner.  
31

32 (3) That the OWNER, the City of Banning, a municipal corporation, whose  
33 address is Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is the  
34 owner of said Work of Improvement.  
35

36 (4) That the said Work of Improvement was performed at the site of the  
37 Wastewater Treatment Plant, 2242 E. Charles Street in the City of Banning.

38  
39 (5) That the original contractor for said improvement was MMC Inc., License  
40 573635, 5901 Fresca Drive, La Palma, CA 90623..

41  
42 (6) That the performance and payment bonds were not required for this  
43 emergency project.

44  
45 Dated: October 13, 2009

46  
47 CITY OF BANNING  
48 A Municipal Corporation

49  
50  
51 By \_\_\_\_\_  
52 Sam Racadio, Interim City Manager  
53

54 APPROVED AS TO FORM:

55  
56  
57 \_\_\_\_\_  
58 David Aleshire, Aleshire & Wynder, LLP  
59 City Attorney  
60

1 STATE OF CALIFORNIA)

2 ) ss

3 COUNTY OF RIVERSIDE)

4

5

6 MARIE A. CALDERON, being duly sworn, deposes and says:

7

8 That I am the City Clerk of the City of Banning, which City caused the work to be  
9 performed on the real property herein described, and that I am authorized to verify this  
10 Notice of Completion on behalf of said City; that I have read the foregoing Notice and  
11 know the contents thereof, and that the facts stated therein are true based upon  
12 information available to the City of Banning, and that I make this verification on behalf  
13 of said City of Banning. I declare under penalty of perjury that the foregoing is true and  
14 correct.

15 Executed on \_\_\_\_\_, 2009 at Banning, California.

16

17

18

19

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

20

JURAT

21

22 State of California

23 County of Riverside

24

25 Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of  
26 \_\_\_\_\_, 2009 by \_\_\_\_\_ proved to me on the basis of  
27 satisfactory evidence to be the person(s) who appeared before me.

28

29 (Seal)

30

31

32

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

33

34

**CITY COUNCIL AGENDA  
CONSENT ITEM**

**Date:** October 7, 2009

**To:** City Council

**From:** Jeff Stowells, Fire Services Battalion Chief

**Subject:** Cooperative Agreement between the City of Banning, the City of Beaumont, and the County of Riverside to share the cost of a fire engine company

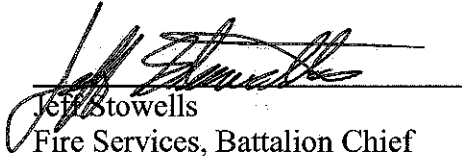
**RECOMMENDATION:** The City Council approve the proposed cooperative agreement for continued funding of fire engine 20.

**JUSTIFICATION:** The City of Banning with approval of this agreement will keep its current level of service to all citizens within the city of Banning, and also continue to provide service to Beaumont and the County areas within its response area.

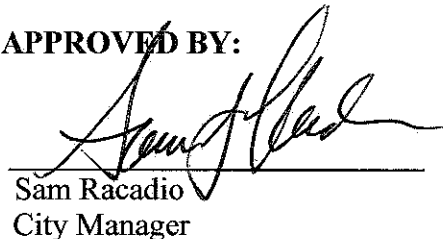
**BACKGROUND:** During the budget process for the current FY 09/10 staffing of the two city fire engines was cut by five positions equaling approximately \$715,000.00. The City of Beaumont and Riverside County Fire were concerned that services to their respective areas covered by fire engine 20 would be reduced. The three agencies have negotiated the funding agreement for the current FY to provide funds to help maintain the current level of service (3 person staffing with 1 being a paramedic). Provisions have been included in the agreement to address the needs in future years.

**FISCAL DATA:** The City of Beaumont and Riverside County Fire have agreed to fund up to \$500,000.00 each for continued staffing. This will fund the cuts the city of Banning had made and continue current service levels with no additional cost to the city's appropriations for FY 09/10.

**RECOMMENDED BY:**

  
Jeff Stowells  
Fire Services, Battalion Chief

**APPROVED BY:**

  
Sam Racadio  
City Manager

**REVIEWED BY:**

  
Kirby Warner  
Finance Director

**A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF  
BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE  
ENGINE COMPANY**

THIS AGREEMENT, was made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning and the City of Beaumont, duly created cities (hereinafter referred to as "CITIES"). And hereinafter may collectively be referred to as the "Parties".

**SECTION I: PURPOSE**

A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated April 16, 2002, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").

B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated September 2, 2008, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.

D. The City of Beaumont and COUNTY desire to contribute among the participating parties for fire engine staffing costs, with the City of Beaumont and the County not to pay more than Five Hundred Thousand Dollars (\$500,000) each for a total not to exceed One Million Dollars (\$1,000,000). The City of Banning shall pay not to exceed Five Hundred Six Thousand Dollars (\$506,000.00).

NOW, THEREFORE, IT IS AGREED as follows:



## SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

## SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

## SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for fiscal year 09/10 (July 1, 2009 – June 30, 2010) and shall be subject to extension thereafter. All parties will work together to determine the need for an extension of this agreement prior to the 2010/2011 budget process.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services.

## SECTION V. INDEMNIFICATION

The indemnification provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

## SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan.

## SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE  
County Fire Chief  
210 W. San Jacinto Ave.  
San Jacinto, CA 92570

CITY OF BEAUMONT  
City Manager  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

CITY OF BANNING  
City Manager  
99 E. Ramsey  
Banning, CA 92220

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

## SECTION VIII. GENERAL PROVISIONS

### A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

### B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

///

///

///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

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

**CITY OF BANNING**

By: \_\_\_\_\_  
Sam Racadio, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marie A. Calderon, City Clerk,

By: \_\_\_\_\_  
Dave Aleshire, City Attorney

(SEAL)

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

**CITY OF BEAUMONT**

By: \_\_\_\_\_  
Alan Kapanicas, City Manager

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

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

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

APPROVED AS TO FORM:  
Pamela J. Walls,  
County Counsel

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Synthia M. Gunzel,  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)

H:\COOP AGREEMENTS-LEASES-MOU'S\CONTRACT CITIES\COST SHARE ENGINE COOPERATIVE AGREEMENT -  
BANNING, BEAUMONT, COUNTY\E-20 Agmt w-Beaumont Banning County Fire 100709 (2).doc

**EXHIBIT "1A"**  
**TO THE COOPERATIVE AGREEMENT**  
**TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE**  
**AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING**  
**ENGINE 20 STAFFING COSTS SHARED WITH**  
**THE CITY OF BANNING, THE CITY OF BEAUMONT, & THE COUNTY OF RIVERSIDE**  
**DATED October 7, 2009 FOR FY 09/10**

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
<b>STA #20</b>														
Medic Engine	158,756	1.0			135,909	1.0	153,348	1.0	347,942	3.0	264,497	2.0	1,060,452	8.0
Fixed Relief	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Vacation Relief	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
<b>SUBTOTALS</b>	<b>158,756</b>		<b>0</b>		<b>135,909</b>		<b>153,348</b>		<b>347,942</b>		<b>264,497</b>		<b>1,060,452</b>	
<b>SUBTOTAL STAFF</b>	<b>1</b>		<b>0</b>		<b>1</b>		<b>1</b>		<b>3</b>		<b>2</b>		<b>8</b>	
<b>SUPPORT SERVICES</b>														
Administrative/Operational							16,923	per assigned Staff **					135,384	8.00
Medic Program							7,799	per assigned Medics					23,397	3.0
<b>SUPPORT SERVICES SUBTOTAL</b>													<b>158,781</b>	
<b>TOTAL STAFF COUNT</b>														<b>8.00</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>													<b>\$1,219,233</b>	

City of Banning Share	<u>\$ 506,000</u>
County of Riverside Share	<u>\$356,616.50</u>
City of Beaumont Share	<u>\$356,616.50</u>

**SUPPORT SERVICES**

Administrative & Operational Services  
Finance  
Training  
Data Processing  
Accounting  
Personnel

Public Affairs  
Procurement  
Emergency Services  
Fire Fighting Equip.  
Office Supplies/Equip.

8.0 Assigned Staff  
8.00 Total Assigned Staff  
0.0 Fire Stations  
0 Number of Calls

Medic Program - Support staff, Training, Certification, Case Review & Reporting