

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

November 10, 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/APPOINTMENTS/
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.	Proclamation – Diabetes Awareness Month	1
2.	Redlands Bicycle Classic – Presentation by Sean Rooks (<i>ORAL</i>)	
3.	AB 811 Program – Presentation by Rick Bishop, Executive Dir.-WRCOG (<i>ORAL</i>)	

III. RESOLUTIONS

1.	Resolution No. 2009-92, Including the Inclusion of Properties Within the City's Incorporated Area in the Western Riverside Council of Government's Contractual Assessment Program to Finance Distribution Generation Renewable Energy Sources and Energy Efficiency Improvements; Approve the Resolution of Intention; and Approve the Implementation Agreement Between the Western Riverside Council of Governments and the City of Banning.	
	Staff Report	2
	Recommendation: That the City Council adopt Resolution No. 2009-92, approving the inclusion of properties within the City's incorporated area in the Western Riverside Council of Government's ("WRCOG") Contractual Assessment Program ("Program") to finance distributed generation renewable energy sources and energy efficiency improvements; approve the Resolution of Intention, attached herewith as Exhibit "A"; and approve the Implementation Agreement between WRCOG and the City of Banning, attached herewith as Exhibit "B".	

IV. 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 10
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 – 10/27/09	32
2.	Census Complete County Committee Extension of Application Deadline ..	44
3.	Report of Investment for September 2009	46
4.	Resolution No. 2009-93, Rescinding Resolution No. 2009-97 to Amend the Classification and Compensation Plan for the City of Banning	59
5.	Resolution No. 2009-94, Approving an Amendment to the Memorandum of Understanding (MOU) with the Banning Police Officer's Association.	68
6.	Resolution No. 2009-97, Approving Continued Participation in the Riverside County District Attorney's Office "Project Safe Neighborhoods" Program	108
7.	Contracting with ComSerCo Communications, Inc. for the movement of the police department's current radio system to the new police department and a technology upgrade to replace antiquated equipment and create a radio system with transmission backup capabilities in the amount of \$45,513.71	112

8.	Resolution No. 2009-98, Approving the Fire Services Protection Agreement With Riverside County Fire Department for Up to Three Years	115
9.	Notice of Completion for the Emergency Repairs at the Wastewater Treatment Plant	128
10.	Approval of Settlement Agreement and Mutual Release In James Jones Company Litigation.	132
•	Open for Public Comments	
•	Make Motion	

V. PUBLIC HEARINGS

(The Mayor will ask for the staff report from the appropriate staff member. The City Council will comment, if necessary on the item. The Mayor will open the public hearing for comments from the public. The Mayor will close the public hearing. The matter will then be discussed by members of the City Council prior to taking action on the item.)

1. Proposed Ordinance to Update Participation in the Transportation Uniform Mitigation Fee (TUMF) Program and adopt a Temporary TUMF Reduction; Resolution Adopting a TUMF Schedule and Temporary TUMF Reduction.

Staff Report 171

Recommendations: A) Adopt Ordinance No. 1412, and B) adopt Resolution No. 2009-90.

Alternatives:

Continuance: The Council continue the public hearing to its November 24, 2009 meeting.

Denial: The City council deny the proposed ordinance on the following Basis: (The City Council will need to make its findings.)

A.) Mayor asks the City Clerk to read the title of Ordinance No. 1412:
"An Ordinance of the City of Banning Amending and Superseding Ordinance No. 1344 to Update Its Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program and Adopt a Temporary TUMF Reduction."

Motion: I move to waive further reading of Ordinance No. 1412
 (Requires a majority vote of Council)

Motion: I move that Ordinance No. 1412 be adopted.

B.) That the City Council adopt Resolution No. 2009-90, Establishing a Revised and Updated Fee Schedule Applicable Under the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program and Adopting A Temporary TUMF Reduction.

VI. REPORTS OF OFFICERS

1. Kirby Warner, Interim Finance Director
 - A. Authorize Implementation of the Transient Occupancy Tax (TOT)
Increase to 12% as Approved by the Voters on Measure L 227

Recommendation: That the City Council authorize staff to begin the Implementation process of an increase of the TOT rate from 6% to 12%. It is recommended the increased rate would be in effect for the Quarter beginning January 1, 2010. Staff is recommending 12% due to the fiscal emergency. The Council may also wish to consider whether the increase should be implemented at 10% or 12%, and if at the lesser percentage, how long would this apply.

VII. ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items –

1. Schedule Meetings with Our State and County Elected Officials
2. Set New Date for Joint Meeting with Banning School Board (*Date to be determined*)
3. Budget Study Session on balancing the budget (*ETA 12/8/09*)
4. Additional Splash Pad at Repplier Park Aquatics Center (*ETA 12/8/09*)
5. Community Advisory Panel for Renewable Energy Opportunities (*ETA 12/8/09*)
6. How AB 920 dealing with Electric Energy will affect City (*ETA 12/8/09*)
7. Development Impact Fees Report (*ETA 1/12/10*)

VIII. 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 Thursday, 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, nearly 24 million American children and adults – including nearly 180,000 people living in the Inland Empire Region – have diabetes, a serious disease that has no cure; and

WHEREAS, the total annual economic cost of diabetes in the United States is estimated to be \$174 billion, with one out of every five health care dollars spent caring for someone diagnosed with diabetes and another 54 million Americans have pre-diabetes, a condition that puts them at the highest risk for developing type 2 diabetes; and

WHEREAS, diabetes is the fifth-leading cause of death by disease in the United States and more than one third of the people with diabetes (6.2 million Americans) don't know that they have the disease; and

WHEREAS, millions of Americans lack access to the care, treatment, and education needed to manage the disease and prevent its serious and costly complications, including heart disease, stroke, kidney failure, blindness, and lower-limb amputation; and

WHEREAS, an increase in community awareness of risk factors and symptoms related to diabetes can improve the likelihood that people with diabetes will get the attention they need before developing the disease and its devastating complications; and

WHEREAS, in 1987, President Ronald Reagan proclaimed the month of November as National Diabetes Awareness Month via Presidential Proclamation 3699 and The United Nations General Assembly via Resolution No. 61/225 designating World Diabetes Day on November 14, as a United Nations Day, to be observed every year beginning in 2007; and

WHEREAS, The United Nations invites governmental and non-governmental organizations to observe World Diabetes Day in order to raise public awareness of diabetes and its related complications and fight the worldwide epidemic by helping to ensure that individuals with diabetes have access to care, treatment, and education.

NOW THEREFORE BE IT RESOLVED, that I, Robert E. Botts, Mayor of the City of Banning along with the City Council do hereby proclaim November as "Diabetes Awareness Month" and November 14th as "World Diabetes Day" and encourage all residents to help fight this disease and its life-threatening complications by increasing awareness of the risk factors for diabetes, making healthy lifestyle choices, and by providing care and treatment to those suffering from diabetes.

*IN WITNESS WHEREOF, I have set my hand
and caused the seal of the City of Banning,
California to be affixed this 10th day of November,
November, 2009.*

ATTEST:

Marie A. Calderon, City Clerk

Robert E. Botts, Mayor

**CITY COUNCIL AGENDA
RESOLUTIONS**

Date: November 10, 2009

TO: City Council

FROM: Fred Mason, Electric Utility Director

SUBJECT: Resolution No. 2009-92, Approving the Inclusion of Properties Within the City's Incorporated Area in the Western Riverside Council of Government's Contractual Assessment Program to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvements; Approve the Resolution of Intention; and Approve the Implementation Agreement Between the Western Riverside Council of Governments and the City of Banning

RECOMMENDATION: The City Council adopt Resolution No. 2009-92 approving the inclusion of properties within the City's incorporated area in the Western Riverside Council of Government's ("WRCOG") Contractual Assessment Program ("Program") to finance distributed generation renewable energy sources and energy efficiency improvements; approve the Resolution of Intention, attached herewith as Exhibit "A"; and approve the Implementation Agreement between WRCOG and the City of Banning, attached herewith as Exhibit "B".

JUSTIFICATION: The City of Banning's Electric Utility is required to reduce its electric demand by one percent per year from 2007 through 2016 for a total of a 10 percent reduction, specifically attributable to its energy conservation efforts. In addition, the City desires to reduce its level of Greenhouse Gas ("GHG") emissions. Participating in WRCOG's Program will help enable the City to meet these requirements by providing Banning residents and businesses with a financing mechanism for qualified distributed generation renewable energy sources and energy efficiency improvements.

BACKGROUND: Assembly Bill 811 ("AB 811") was signed by the governor and became effective July 21, 2008. It authorized the legislative bodies of any city, as defined, to determine that it would be in the public interest to designate an area within which authorized city officials and free and willing property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property, as specified.

Because of Banning's size, it was not feasible to develop, fund and administer this type of program on its own. However, WRCOG is currently developing a Program which would enable its member agencies to provide this financing mechanism to its residents and businesses, but WRCOG would obtain funding and administer the Program, therefore removing the financial and administrative burden from the individual cities. WRCOG is currently conducting a feasibility analysis for this Program, and is communicating with

its member agencies to determine the level of interest. In order to indicate its desire to participate in WRCOG's Program, the City must approve the inclusion of properties within the City's incorporated area in WRCOG's Contractual Assessment Program to finance distributed generation renewable energy sources and energy efficiency improvements. City Council approval of proposed Resolution No. 2009-92 would satisfy that requirement. However, before the Program is implemented in the City, the City and WRCOG shall reach an agreement addressing any conditions the City wishes to impose on participating properties within the City.

In addition, the City is required to approve the Resolution of Intention that WRCOG has provided, attached herewith as Exhibit "A", which fulfills the requirements of the legislation.

The City of Banning is a signatory to the Joint Powers Agreement ("JPA") which created WRCOG. Article VIII of the JPA permits any WRCOG member agency, when authorized by the Executive Committee, to execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. Therefore Banning must execute the Implementation Agreement to authorize WRCOG to administer the Program on its behalf.

Staff recommends that Council approve Resolution No. 2009-92; the Resolution of Intention, attached herewith as Exhibit "A"; and the Implementation Agreement, attached herewith as Exhibit "B".

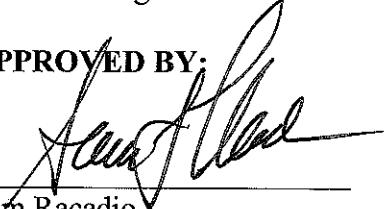
FISCAL DATA: There is no fiscal impact to the City of Banning.

RECOMMENDED BY:


Fred Mason

Electric Utility Director

APPROVED BY:


Sam Racadio

Interim City Manager

RESOLUTION NO. 2009-92

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
APPROVING THE INCLUSION OF PROPERTIES WITHIN THE CITY'S
INCORPORATED AREA IN THE WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS CONTRACTUAL ASSESSMENT PROGRAM TO FINANCE
DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND
ENERGY EFFICIENCY IMPROVEMENTS**

WHEREAS, the City of Banning (the "City") is committed to the development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, and protection of our environment; and

WHEREAS, in Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"), the Legislature has authorized cities and counties to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property (the "Improvements") through a contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the jurisdictions that are members of the Western Riverside Council of Governments ("WRCOG") would promote the purposes cited above and assist the member agencies of WRCOG (each, a "Member Agency" or, together, "Member Agencies"), including the City in reducing its greenhouse gas emissions; and

WHEREAS, the City wishes to provide innovative solutions and cost-effective methods for its property owners to achieve greater energy efficiency and independence, and in doing so cooperate with WRCOG in order to efficiently and economically assist property owners in financing such Improvements; and

WHEREAS, WRCOG has authority to establish a contractual assessment program ("the Program") as permitted by the Act, the Joint Powers Agreement of the Western Riverside Council of Governments, originally made and entered into April 1, 1991, as amended to date, and the Implementation Agreement by and between WRCOG and the City of Banning, attached herewith as Exhibit "B", related to the Program to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently affixed to real property; and

WHEREAS, WRCOG is conducting an analysis to determine the feasibility of the Program, and to develop parameters pursuant to the Act for implementation and administration of the Program; and

WHEREAS, the City wishes to participate with WRCOG in the Program, if WRCOG adopts the Program, under terms and conditions to be agreed to by the City and WRCOG; and

WHEREAS, state law permits WRCOG to offer participation in the Program to property owners in incorporated areas of any Member Agency, so long as the City Council or Board of such Member Agency approves the proposed Resolution of Intention (defined below) to establish the Program, consents to the inclusion in the Program of properties in the incorporated area within such Member Agency and consents to the Improvements to be done within such incorporated area and the assumption of jurisdiction thereover by WRCOG for the purposes described above; and

WHEREAS, this City Council has reviewed WRCOG's Resolution of Intention to establish the Program entitled "Resolution of the Western Riverside Council of Governments Declaring its Intention to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvements Through the Use of Contractual Assessments" ("Resolution of Intention") attached herewith as Exhibit "A";

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

1. The City Council finds and declares that property in the City's incorporated area will be benefited by the Improvements proposed in the Resolution of Intention.

2. The City Council hereby supports WRCOG's ongoing feasibility analysis and development of the Program.

3. Before the Program is implemented in the City, the City and WRCOG shall reach an agreement addressing any conditions the City wishes to impose on participating properties within the City.

4. The City Council hereby approves the Resolution of Intention, attached herewith as Exhibit "A".

5. The City Council hereby approves the Implementation Agreement between WRCOG and the City of Banning, attached herewith as Exhibit "B", and authorizes the City Manager to execute and administer said Agreement.

6. The City Council consents to inclusion in the Program of all of the properties in the incorporated area within the City and to the Improvements proposed in the Resolution of Intention within the City limits, upon the request and agreement of the property owner, in compliance with applicable laws, rules and regulations; and to the assumption of jurisdiction thereover by WRCOG for the purposes aforesaid.

7. The consent of the City Council constitutes assent to the assumption of jurisdiction by WRCOG for all purposes of the Program and authorizes WRCOG, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

8. Staff is authorized and directed to coordinate with WRCOG staff to facilitate operation of the Program, and report back periodically to the City Council on the success of the Program.

9. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the WRCOG Executive Committee.

PASSED, APPROVED, AND ADOPTED this 10th day of November 2009.

Robert E. Botts, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

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. 2009-92 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 10th day of November 2009 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Exhibit “A”



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Colimese • City of Canyon Lake • City of Corona • City of Hemet • City of Lake Elsinore
City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto • City of Temecula
City of Wildomar • Eastern Municipal Water District • Western Municipal Water District

RESOLUTION NUMBER 02-10

A RESOLUTION OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS DECLARING ITS INTENTION TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY EFFICIENCY IMPROVEMENTS THROUGH THE USE OF CONTRACTUAL ASSESSMENTS PURSUANT TO CHAPTER 29 OF PART 3 OF DIVISION 7 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING A PUBLIC HEARING THEREON

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"), the Joint Powers Agreement of the Western Riverside Council of Governments (WRCOG), originally made and entered into April 1, 1991, as further amended to date, and the Implementation Agreement by and between WRCOG and the affected Member Agencies related to the Program (defined below), the Western Riverside Council of Governments proposes to establish a contractual assessment program to assist property owners within the jurisdictional boundaries of WRCOG's member agencies (each, a "Member Agency" and, together, the "Member Agencies") with the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property ("Program"); and

WHEREAS, in the opinion of this Executive Committee, property in the Member Agencies would be benefited by including such properties in the Program, subject to the approval/consent of the City Council or Board of any Member Agency; and

WHEREAS, WRCOG is willing to extend the program into the incorporated areas of any Member Agency provided that the City Council of such Member Agency and WRCOG reach agreement on any conditions on operation of the Program requested by such Member Agency, prior to the Program being offered in such jurisdiction;

WHEREAS, the Committee desires to amend the Bylaws to recognize water districts as voting members; and

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. The Executive Committee hereby finds and declares all of the following:

A. All of the above recitals are true and correct.

B. Energy conservation efforts, including the promotion of energy efficiency improvements to residential, commercial, industrial, or other real property, can reduce energy consumption, energy bills, and maximize existing energy production and transmission facilities.

C. Energy efficiency improvements include improvements that promote water efficiency. The California Energy Commission prepared a staff report in November 2005 regarding California's water-energy relationship. The report states:

"As California continues to struggle with its many critical energy supply and infrastructure challenges, the state must identify and address the points of highest stress. At the top of this list is California's water-energy relationship; water-related energy use consumes 19 percent of the state's electricity, 30 percent of its natural gas, and 88 billion gallons of diesel fuel every year – and this demand is growing. . . . [A] major portion of the solution is closer coordination

between the water and energy sectors. . . . The state can meet energy and demand reduction goals . . . by simply recognizing the value of the energy saved for each unit of water saved."

The direct relationship between water use and energy use means that improvements to residential, commercial, industrial, or other real property which promote water efficiency also result in energy efficiency.

D. The upfront cost of making residential, commercial, industrial, or other real property more energy efficient prevents many property owners from making those improvements. To make those improvements more affordable and to promote the installation of those improvements, the Legislature has authorized an alternative procedure pursuant to the Act for authorizing contractual assessments to finance the cost of energy efficiency improvements.

E. A public purpose will be served by a contractual assessment program whereby WRCOG is authorized to finance the installation of distributed generation renewable energy sources and energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property.

F. Property located in incorporated areas of Member Agencies within WRCOG will benefit from inclusion in the Program; and, subject to the approval/consent of the City Council of any Member Agency, including such property in the Program will serve the public purpose of promoting conservation efforts and addressing the issue of global climate change.

Section 2. The Executive Committee hereby determines that it would be convenient, advantageous and in the public interest to designate the entire area of the Member Agencies as an area within which authorized WRCOG officials and property owners may enter into contractual assessments pursuant to the Act to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property.

Section 3. The Executive Committee hereby declares that while the proposed distributed generation renewable energy sources and energy efficiency improvements are of such a character that they directly and peculiarly affect property in the Member Agency jurisdictions within WRCOG and that the purposes sought to be accomplished by establishing a program to finance the installation of such improvements can best be accomplished by a single, comprehensive program rather than by separate programs administered by each Member Agency. Therefore, WRCOG proposes to make contractual assessment financing available to the owners of property in any Member Agency to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property.

Section 4. The Executive Director of WRCOG (the "Executive Director") shall prepare or direct the preparation of, as part of the report required in Section 8 of this Resolution, and update, as the Executive Director deems necessary, a list of the distributed generation renewable energy sources or energy efficiency improvements that may be financed through WRCOG's contractual assessment financing program. The types of distributed generation renewable energy sources or energy efficiency improvements eligible for financing through contractual assessments include, but are not limited to: high efficiency air conditioning and ventilation systems, high performance windows, high efficiency and tankless water heating equipment, photovoltaic and thermal solar energy systems, cool roof systems, geothermal exchange heat pumps, zoning control and energy management control systems, high efficiency

irrigation pumps and controls, natural gas fuel cells, wind and geothermal energy systems, and wall, ceiling and roof insulation upgrades.

Section 5. The area within which contractual assessments may be entered into pursuant to the Act is all land within the defined boundaries of the Member Agencies of WRCOG.

Section 6. No contractual assessment will be levied on a parcel situated within a Member Agency City area and no assessment contract will be entered into with the owner(s) of any such parcel unless and until (1) the City Council or Board of such Member Agency has, prior to the adoption of this resolution of intention, adopted a resolution consenting to inclusion of parcels within such Member Agency in the contractual assessment program and authorizing WRCOG to levy assessments, to impose the contractual assessment liens and to finance the eligible improvement on such parcels; and (2) the City Council or Board of such Member Agency has entered into an agreement with WRCOG addressing any conditions such Member Agency wishes to impose on participating properties in its jurisdiction.

Section 7. The proposed arrangements for financing the contractual assessment financing program are briefly described as follows: WRCOG may issue bonds, notes, receive lines of credit, and enter into other financing instruments or relationships pursuant to the Act, the principal and interest of which would be repaid by contractual assessments. Alternatively or in the interim, WRCOG, may advance its own funds to finance work, or enter into agreements with other public entities, including but not limited to the cities within WRCOG, to advance their funds to WRCOG to finance work. Such advances shall be repaid through contractual assessments and WRCOG may sell bonds or other forms of indebtedness to reimburse such advances. The proposed financing arrangements may include the lease-purchase of public facilities pursuant to a lease or other contractual arrangement with a public financing authority or non profit entity or other financing elements as may be determined necessary or useful to the financing of the contractual assessment program.

In the event improvement bonds will be issued pursuant to Streets and Highways Code Section 5898.28 to represent assessments, all of the following will apply to the extent not in conflict with the Act:

- (a) Provision is hereby made for the issuance of improvement bonds, in one or more series;
- (b) Notice is hereby given that serial bonds or term bonds or both to represent unpaid assessments, and to bear interest at the rate of not to exceed 12 percent per year, or such other amount authorized by law, payable semiannually, shall be issued hereunder in one or more series in the manner provided by the Division 10 (to the extent not in conflict with the Act), and the last installment of bonds shall mature a maximum of 39 years from the second day of September next succeeding 12 months from their date.
- (c) WRCOG hereby determines and declares that WRCOG shall not obligate itself to advance available funds from WRCOG treasury to cure any deficiency which may occur in the bond redemption fund.
- (d) WRCOG hereby determines that the principal amount of bonds maturing or becoming subject to mandatory prior redemption each year shall be other than an amount equal to an even annual proportion of the aggregate principal amount of the bonds, and the amount of principal maturing or becoming subject to mandatory prior redemption in each year plus the amount of interest payable in

that year shall be an aggregate amount that is substantially equal each year, except for the moneys falling due on the first maturity or mandatory prior redemption date of the bonds which shall be adjusted to reflect the amount of interest earned from the date when the bonds bear interest to the date when the first interest is payable on the bonds.

- (e) With respect to the procedures for collection of assessments and the advance retirement of bonds, WRCOG proposes to proceed under the provisions of Part 11.1 of Division 10 (commencing with Section 8760 of the Streets and Highways Code).

Section 8. The Executive Committee hereby directs the Executive Director to prepare, or direct the preparation of, and file with the Board of Supervisors a report pursuant to Section 5898.22 of the California Streets and Highways Code at or before the time of the public hearing described in Section 8 hereof (the "Report"). The Report shall contain all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered.
- (b) A draft contract specifying the terms and conditions that would be agreed to by a property owner within the contractual assessment area and WRCOG.
- (c) A statement of WRCOG policies concerning contractual assessments including all of the following:
 - (i) Identification of types of facilities, distributed generation renewable energy sources, or energy efficiency improvements that may be financed through the use of contractual assessments;
 - (ii) Identification of a WRCOG official authorized to enter into contractual assessments on behalf of WRCOG,
 - (iii) A maximum aggregate dollar amount of contractual assessments; and
 - (iv) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed pursuant to contractual assessments. The plan may include amounts to be advanced by WRCOG through funds available to it from any source. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Streets and Highways Code Section 5898.28. The plan shall include a statement of or method for determining the interest rate and time period during which contracting property owners would pay any assessment. The plan shall provide for any reserve fund or funds. The plan shall provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the contractual assessment program among the consenting property owners and WRCOG.

Section 9. The Executive Committee hereby calls a public hearing to be held on _____, 2009 at _____ a.m., or as soon thereafter as feasible, in the First Floor Board Chambers, County of Riverside Administrative Center, 4080 Lemon Street,

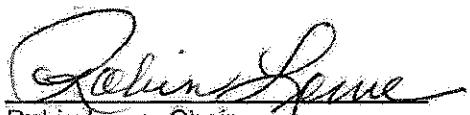
Riverside, California, on the proposed Report and the Program. At the public hearing all interested persons may appear and hear and be heard and object to or inquire about the proposed Program or any of its particulars.

Section 10. The Secretary of the Executive Committee is hereby directed to provide notice of the public hearing by publishing this Resolution once a week for two weeks, pursuant to Section 6066 of the California Government Code, in the [] and the first publication shall not occur later than 20 days before the date of such hearing.

Section 11. The contractual assessments levied pursuant to the Act, and the interest and any penalties thereon, shall constitute a lien against the lots and parcels of land on which they are made, until they are paid. The contractual assessments shall be collected in the same manner and at the same time as the general taxes of WRCOG on real property are payable and shall be subject to the same penalties, remedies and lien priorities in the event of delinquency and default. As a cumulative remedy, if any contractual assessment or installment thereof, or of any interest thereon, together with any penalties, costs, fees and other accrued charges are not paid when due, the Executive Committee may order that the same be collected by an action brought in superior court to foreclose the lien thereof as provided in Division 10 of the California Streets and Highways Code.

Section 12. The Executive Committee hereby directs the Executive Director to determine and discuss in the Report what additional fees, if any, will be charged, annually, by the Auditor Controller's office for incorporating the proposed contractual assessments on the tax roll.

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held this 14th day of September, 2009.


Robin Lowe, Chair
WRCOG Executive Committee

AYES: 19

NOES: 0

ABSENT: 1


Rick Bishop, Secretary
WRCOG Executive Committee

ABSTAIN: 0

PAGES 15 – 26

**DELETED
INTENTIONALLY**

Exhibit “B”

**IMPLEMENTATION AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE CITY OF BANNING TO IMPLEMENT AB 811**

This Implementation Agreement (“Agreement”) is entered into as of November 10, 2009, between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”), a joint powers authority formed under Government Code sections 6500 et seq., and the CITY OF BANNING (“Member Agency”), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this Agreement as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, various cities within Riverside County and the County of Riverside entered into a Joint Powers Agreement on April 1, 1991, as amended from time to time, to create WRCOG (“JPA”); and

WHEREAS, Member Agency is a signatory to the JPA; and

WHEREAS, Article VIII of JPA permits any WRCOG member agency, when authorized by the Executive Committee, to execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and

WHEREAS, the JPA permits WRCOG, when authorized by an Implementation Agreement, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement; and

WHEREAS, on June 30, 2008, the State Legislature enacted Assembly Bill 811, codified as Streets and Highways Code sections 5898.10 et seq. (“AB 811”) to permit cities and counties to assist property owners who desire to undertake energy-efficient improvements, such as high-efficiency air conditioners, or install renewable energy projects, such as solar panels; and

WHEREAS, WRCOG member agencies have the common power to implement and administer contractual assessment programs pursuant to AB 811 (the “Program”) to finance installation of distributed generation renewable energy sources or energy efficiency improvements within their jurisdictions; and

WHEREAS, WRCOG and Member Agency desire to enter into this Agreement in order to authorize WRCOG to implement and administer the Program on behalf of Member Agency; and

WHEREAS, the Executive Committee has authorized Member Agency to enter into this Agreement.

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

Section 1: Establishing the Program

WRCOG will undertake proceedings pursuant to AB 811 to establish the Program to make contractual assessment financing available to eligible property owners within the jurisdictional boundary of Member Agency.

Section 2: Establishing Eligible Improvements

WRCOG shall identify the kinds of public works, distributed generation renewable energy sources, or energy efficiency improvements that may be financed ("Eligible Improvements") under the Program.

Section 3: Boundary of Program

WRCOG, in coordination with Member Agency, shall describe the boundaries of the area within which contractual assessments under the Program may be entered into, which may include the entire jurisdictional area of Member Agency or a lesser portion thereof.

Section 4: Financing the Installation of Eligible Improvements

WRCOG shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the Program.

Section 5: Ongoing Administration

WRCOG shall be responsible for the ongoing administration of the Program, including but not limited to producing education plans to raise public awareness of the Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the Program, establishing contracts for residential and commercial property owners participating in Program, establishing and collecting assessments due under the Program, and providing reports as required by Streets & Highways Code sections 5898.20(b) and 5898.22. The program will be administered in accordance with WRCOG JPA.

Section 6: Phased Implementation

The Parties recognize and agree that implementation of the Program as a whole can and may be phased as other WRCOG member agencies execute similar Implementation Agreements. The Member Agency entering into this Agreement will obtain the benefits of and incur the obligations imposed by this Agreement in its jurisdictional area, irrespective of whether other WRCOG member agencies enter into similar Implementation Agreements.

Section 7: Term

The term of this Agreement shall be for twenty (20) years unless modified or extended pursuant to this Agreement.

Section 8: Termination

Upon ninety (90) days written notice, either Party may terminate this Agreement. Termination shall not relieve the Party of its proportionate share of any debts or other liabilities incurred under this Agreement prior to the effective date of the Party's notice of termination.

Section 9: Environmental Review

WRCOG shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the Program under this Agreement.

Section 10: Cooperative Effort

Member Agency shall cooperate with WRCOG by providing information and other assistance in order for WRCOG to meet its obligations hereunder. Member Agency recognizes that one of its responsibilities related to the Program will include any permitting or inspection requirements as established by the Member Agency.

Section 11: Miscellaneous Provisions

11.1 Notice. Any and all communications and/or notices in connection with this Agreement shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

WRCOG:
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor, MS1032
Riverside, CA 92501-3609
Attn: Executive Director

MEMBER AGENCY:
City of Banning
99 East Ramsey Street
Banning, CA 92220
Attn: City Manager

11.2 Entire Agreement. This Agreement, together with the JPA and WRCOG By-laws, constitutes the entire agreement among the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

11.3 Successors and Assigns. This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this

Agreement with prior written approval of the other Party, which approval shall not be unreasonably withheld.

11.4 Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as applicable.

11.6 No Third Party Beneficiaries. This Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11.7 Severability. In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

11.8 Headings. The paragraph headings used in this Agreement are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

11.9 Amendment. This Agreement may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this Agreement shall be of no effect.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date last signed below.

By: _____ Date: _____
Executive Committee Chair
Western Riverside Council of Governments

By: _____ Date: _____
City Manager
City of Banning

By: _____ Date: _____
Legal Counsel

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

10/27/09
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Botts on October 13, 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
Kirby Warner, Interim Finance Director
Duane Burk, Public Works Director
Zaiton Abu-Bakar, Community Development Dir.
Leonard Purvis, Police Chief
Phil Holder, Police Lieutenant
Heidi Meraz, Community Services Director
Hoyle Belt, Human Resources Director
John Jansons, Redevelopment Manager
Marie A. Calderon, City Clerk

Mayor Botts asked everyone in their own way to pray. Mayor Pro Tem Hanna invited the audience to join her in the Pledge of Allegiance to the Flag.

PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS/ANNOUNCEMENTS

Report by City Attorney – There was none.

Report by City Manager - There was none.

PUBLIC COMMENTS – *On Items Not on the Agenda*

Fred Sakurai addressed the Council stating that he was one of a few people that has a pleasant surprise on Sunday evening when they had the pleasure of listening to three tenors give a fantastic performance and it is a shame that more people couldn't get there.

Don Smith addressed the Council stating that a week from now there is an election in the city of Banning and you will be voting for two school board members and yes or no on Measure L the

hotel/motel bed tax to raise additional monies for the City's General Fund. He would encourage everyone to exercise their right to vote and it is important even when there is an election where there are not many things on the ballot. He would strongly urge everyone to go vote yes on Measure L because it is in your own best interest. If you like a city with adequate police and fire protection and paramedics on a fire truck with roads well maintained with a crew to go out and remove graffiti these are the things that the General Fund pays for. All of the funds from Measure L will go into the City's General Fund and therefore some of these services will remain rather than be deleted because of lack of funds. Even with Measure L you will still be looking at a \$500,000 or \$600,000 deficit so this isn't going to fix everything but one step in front of the other and you actually make progress and if what you are looking for is progress in the city of Banning, L Yes.

CORRESPONDENCE: There was none.

APPOINTMENTS:

1. City Council Appointment to the Parks & Recreation Advisory Committee

Mayor Botts opened nominations. Councilmember Machisic recommended Jan Wages for this position on the Parks and Recreation Advisory Committee. She is a former councilmember and is very much involved in civic events in the city and she would be an excellent for this committee.

Councilmember Hanna said she wanted to reinforce what was said and that Jan Wages also has worked for the City of San Bernardino for many years and most recently as a Senior Administrative Analyst in their Parks and Recreation and Community Services Department so with her length of residence in Banning for 40 years and service as a councilmember and her professional experience she would support her appointment.

Councilmember Machisic nominated Jan Wages for the appointment.

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

Councilmember Machisic said that opening on various committees comes rather quickly at times and he was wondering would it be possible to keep this list of people who are interested for a period of approximately six months so that if another opening occurs we could use the same list if there is Council concurrence. There was some discussion.

City Manager suggested that we keep the names on file and if there are other openings ask these people if they are interested. **There was Council concurrence.**

Motion carried, all in favor for the appointment of Jan Wages to the Parks and Recreation Advisory Committee.

2. Appointment of City Council Ad Hoc Committee to Review Fiscal Year 2010/2011 Community Development Block Grant (CDBG) Program Applications

Mayor Botts asked if there were any volunteers. Robinson & Machisic volunteered to serve on this Ad Hoc Committee. **There was Council concurrence.**

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

Councilmember Franklin reported –

- October 15th she and Councilmembers Robinson, Hanna attended the Parks and Recreation Workshop and it was very interesting to hear some of the results of the survey.
- October 23rd she and Councilmember Robinson attended the Mt. San Jacinto Overview Meeting where they gave of an overview of what to look forward to in Phases I & II of the college.
- October 25th she attended the Halloween Fest sponsored by the Community Services Department and she was pleased to see the large number of young people that attended.
- She attended on behalf of the City Council the Community Action and Board of Supervisors Semi-Annual Meeting and they were very appreciative of all the different programs that Community Action does.
- On October 31st there will be two activities for Halloween. The Banning Chamber of Commerce will be hosting one on Ramsey Street and the Cultural Alliance will have one also.
- Mt. San Jacinto College is hosting a motorcycle run fundraiser on Saturday, November 7th.
- Workforce Development is having a career job fair in Cabazon on November 7th.
- Also for those on low income there are weatherization grants available through Community Action Partnership and if interested, you can call 951-955-4900.

Mayor Pro Tem Hanna reported –

- Saturday, November 7th from 11 a.m. to 2 p.m. the Banning Rotary is going to do a fundraiser at Citibank on the southeast corner of Ramsey and Sunset Avenue. There will be a car wash for the Banning High School Interact Club and a Hot Dog Roast.
- Saturday, November 7th at 4:00 p.m. Grace Lutheran Church is having a pipe organ concert. The cost is \$10.00 in advance and \$12.00 at the door. All funds will go to support H.E.L.P.

Councilmember Robinson reported –

- October 20th he attended a round table that was hosted by the Banning Chamber of Commerce and it was a group of civic leaders and business people and this will be an on-going meeting and the next meeting is in January. They discussed issues in regards to economics and things that work for the good of the city of Banning.
- October 28th the Bank of Hemet will have a grand opening at 6:00 p.m.

Mayor Botts reported –

- That he attended the same round table meeting that was held on October 20th and as a reminder that was a requirement as we contracted with the Chamber of Commerce we were regularly asking for feedback and communication. It was very well attended.
- November 21st the Phineas Festival will be held and there will be Christmas lights, tree lighting and carriage rides and good food. It will start at 1:00 p.m. downtown.

PRESENTATIONS:

1. Update on Highland Springs Interchange

Mr. Burk said it was the direction of the City Council to get update from projects as it relates to circulation. He said that Greg Hohman from the Pardee Company is present along with his Traffic Engineer to give a slide presentation.

Greg Hohman addressed the Council stating that he appreciated the opportunity this evening to present some findings. Pardee commissioned a study on Highland Springs and originally it was from Brookside to Sun Lakes Blvd. south to look at ways that they could do interim fixes along Highland Springs to improve congestion today versus waiting much later on. He brought Les Card and Pritman Dehmusek from LSA who are going to step the Council through a presentation and show some videos and give some recommendations.

Les Card addressed the Council presenting Highland Springs Avenue Traffic Operations Analysis. This came about through some of their work assisting Pardee in the planning with respect to their specific plan area but through much of the discussion questions came up about the problems on Highland Springs today and they developed some recommendations. They ended up focusing specifically in the area between the I-10 ramps and Ramsey Street because that is where most of the congestion and problems are located and he showed a video of those problems. He also went over the possible short-term, low-cost improvements that could be considered in regards to the flow of traffic in that area and he also went over the levels of service. They have not developed cost estimates or priority at this time and tonight they are formally submitting this to the City. Probably the next logical steps would be to do more refined engineering and cost estimates. The big issues are that it has to be coordinated because it is at the western boundary with Beaumont and you have Caltrans.

Councilmember Robinson asked what time frame are we looking at to further this study to a point where you could put it out to bid or construction. Les said it would really just take the authorization and resources to prepare final engineering plans for some of these and flush out the ones you don't want and that could take place in a period of months. These are relatively low cost items and the biggest challenge would be the coordination effort in getting agreement with your neighbor and Caltrans.

Mayor Botts opened the item for public comments.

Office Babcock said that he has working for the Banning Police Department for about five years and this is a problem area that they do direct enforcement. He had an opportunity to look at this plan and he thinks this is a great plan and thinks it will help. The big problem is traffic collisions and he thinks this will help reduce traffic collisions and the way the timing is on the signals it is just a matter of time before something major happens. It is a great opportunity for the City Council to address it and fine tune it as a preventive measure.

There was some discussion in regards to this issue in regards to Beaumont being an active participant, synchronization of signals, Caltrans cooperation, law enforcement of traffic laws and next steps.

Greg Hohman said that the next step for them is to work with Duane Burk to come up with a scope of work, options, and costs and then they can make a presentation to the Council.

CONSENT ITEMS

The following Consent Items were pulled for discussion: Councilmember Franklin - Item No. 6; Councilmember Robinson - Item No. 2; and Mayor Botts - Consent Item No. 9.

1. Approval of Minutes – Regular Meeting – 10/13/09

Recommendation: That the minutes of the regular meeting of October 13, 2009 be approved.

3. Resolution No. 2009-85, Authorizing the Police Department to Enter Into An Agreement with the California Office of Traffic Safety to Receive \$15,815.52 in Overtime funds to be Used for Officers Participating in the 2010 California Sobriety Checkpoint Program.

Recommendation: That the City Council adopt Resolution No. 2009-85, accepting and authorizing the expenditure of \$15,815.52 from the California Office of Traffic Safety (OTS) for the California Sobriety Checkpoint Program in the City of Banning.

4. Resolution No. 2009-86, Authorizing the Police Department to Enter Into an Agreement with the California Office of Traffic Safety to Receive \$13,102.00 in Overtime Funds to be Used for Officers Participating in the 2010 California “Next Generation” Click It or Ticket Campaign.

Recommendation: That the City Council adopt Resolution No. 2009-86, appropriating \$13,102 into police department account (001-2200-421-1030) to fund the Banning Police Department’s grant agreement with the California Office of Traffic Safety (OTS) for the California (Next Generation) Click-It-or-Ticket Campaign in the City of Banning.

5. Resolution No. 2009-87, Approving the Amendment to the Maintenance Services Agreement with Pascal & Ludwig Constructors for Emergency Repairs at the Wastewater Treatment Plant to include an additional \$14,840.00 for a total agreement amount of \$36,795.00.

Recommendation: That the City Council adopt Resolution No. 2009-87, Approving the amendment to the Maintenance Agreement with Pascal & Ludwig Constructors for Emergency Repairs at the Wastewater Treatment Plant to include an additional \$14,840.00 for a total agreement amount of \$36,795.00.

7. Resolution No. 2009-89, Authorizing the Installation of Stop Sign at the Intersection of Livingston Street and 6th Street Controlling Westbound Traffic Turning North Onto 6th Street.

Recommendation: That the City Council adopt Resolution No. 2009-89, approving the installation of a stop sign at the intersection of Livingston Street and 6th Street to better control vehicle traffic turning onto northbound 6th Street from westbound Livingston Street.

8. Notice of Completion for Phase II Enhanced Vapor Recovery System Upgrade to the City Yard Fueling Station.

Recommendation: That the City Council accept Phase II Enhanced Vapor Recovery System Upgrade to the City Yard Fueling Station as complete and direct the City Clerk to record the Notice of Completion.

Motion Machisic/Hanna to approve Consent Items No. 1, 3, 4, 5, 7, and 8. Motion carried, all in favor.

2. Approval of Accounts Payable and Payroll Warrants for Month of September 2009.

Councilmember Robinson said he had some real concern about shopping locally and one of the concerns he had and expressed in previous meetings was using a vendor that really caused us some real headaches in the city doing our laundry services for shirts and uniforms. We are spending thousands of dollars on a vendor that is not in the city when we do have two vendors, Tenax Cleaners and Palm Cleaners, in the city that can do those uniforms for us. Alsco did cause us some very serious problems in our sewer system. He would hope that somebody in purchasing would look at the use of local vendors for uniforms.

Motion Hanna/Machisic to approve Consent Item No. 2 that the City Council review and ratify the following reports per the California Government Code. Mayor Botts opened the item for public comments. There were none. **Motion carried, all in favor.**

6. Resolution No. 2009-88, Authorizing the Implementation of Parking Signage and Curb Markings on City Streets Adjacent to Central Elementary School.

Councilmember Franklin said that basically you are not parking anywhere on the same side of the street where the school is all the way around.

Lt. Holder explained that they were contacted by the Banning Unified School District Superintendent's Office who was concerned about parking and movement of pedestrians in the area before, during and after school. It was studied by their department and they came up with a plan for parking and loading zones. Parking would be adjusted somewhat on all four streets around the perimeter of Central School. He went over the problems they found in certain areas and explained the plan. They did contact the owner of the business located across from Central School and he has no issues with restricting parking on that side of the street. In fact he has a lot of parents using his parking lot and at this time and he doesn't mind that. In regards to the furniture store nothing will be changed.

There was more questions and discussion in regards to a person going to the school and where would they then park, possibly changing the red area on Nicolet across from the Library to green and resident parking on Second Street. There were also concerns with east side parking on San Gorgonio, pickup times and possible signage in the area.

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

Motion Machisic/Robinson to approve Consent Item No. 6 to adopt Resolution No. 2009-88, approving the addition of parking signage and curb markings to better control vehicle parking and stopping issues on city streets adjacent to Central Elementary School.. Motion carried, with Councilmember Hanna voting no.

9. Banning Economic Stimulus Efforts Report.

Mayor Botts said that much of this is focused on local businesses but two of them that we have tried to work with the residential development community is extension of deferral of residential development fees which the Council has put off to occupancy versus requesting the fees up front and the same on the commercial side. However, the BIA is present and he doesn't know if they want to make any comments and most of us know what kind of crises we have been in economically and a number of cities in the county have said is there a way that we can reach outside our local area and try to encourage residential development. He said that Beaumont, Corona, Perris, Riverside, Moreno Valley and County of Riverside have all come in with different temporary plans on reduction of the development impact fees (DIF) and he wanted to have some discussion at the Council level.

Mark Korringa, Chief Executive Officer of Building Industry Association, Riverside County Chapter. It has come to their attention through conversations with his staff that the City of Banning was looking for ways to stimulate their local economy, put people back to work, invigorate business and economic activity in town. A number of jurisdictions have based on a recommendation that was put forward last fall by Dr. John Husing in a report to the Red Team one of his recommendations was a temporary reduction in impact fees so that the major engine of economic activity in new home building industry could get back into business and put some people back to work. Having said that the County has reduced their DIF fees temporary. The cities that were mentioned have all reduced their fees temporarily. They have reduced these fees between 32% and 50% from time periods from one year to six years. The cities that have enacted these fee reductions they can see a strong increase in their permit issuance. The City of Beaumont is the second highest permit issuer in the Western County and through September of this year they have issued 287 permits, the City of Menifee has issued about 200 permits, the City of Perris has issued about 133 permits. These permits have started to ramp up after the institution and effective date of the fee reduction. As part of your stimulus package he would encourage the Council to think about a temporary fee reduction perhaps two years, perhaps 50% and that seems to have worked in other jurisdictions.

There was some discussion in regards to reducing impact fees, where money would come from to subsidize these impact fees, and looking at when the City's Nexus Study was done.

City Manager said that he has no idea when the City's study was done nor how the City's fees are generated. He said that they can bring back a report and an analysis. The point made is if the cost of construction is down, then that should affect the cost of providing new streets, new signals that are caused by new development. The one point that Mayor Pro Tem Hanna raised though is true and that is if you artificially reduce the fees, then you are saying that we will pick up the tax dollar improvements such as streets, roads, future police stations, fire stations or whatever we collect it for so you have to keep that in mind. But he doesn't know what the situations is and will come back with a report at a future meeting.

Hanna/Robinson to approve Consent Item No. 9 that the City Council receive and file this report on economic stimulus initiatives intended to support the Banning business community during the current economic crisis. Motion carried, all in favor.

REPORTS OF OFFICERS

1. Resolution No. 2009-84, Approving the Form of and Authorizing the Execution and Delivery of a Purchase and Sale Agreement and Related Documents with Respect to the Sale of the Seller's Proposition 1A Receivable from the State; and Directing and Authorizing Certain Other Actions in Connection Therewith.
(Staff Report – Kirby Warner, Interim Finance Director)

Mr. Warner said this particular item will allow us to secure property taxes that the State has decided they need to balance their budget. They took that action in July after the City had adopted their budget. Throughout the state there was an outcry on this and there was a need to be able to have these dollars so the organization, California Communities, which is a joint powers authority of the League of California Cities has as well as the County's organization periodically will now put together something for all of the entities in California. In this case they are putting together a program which this resolution tonight will allow us to join and be a part of where they are going to issue short-term financing to get the money to actually pay 100% of the money that the State was going to take this year. Keep in mind the State has said to everybody under Prop 1A they have to pay it back in 2013. Unfortunately many organizations and cities such as Banning cannot wait until 2013 to get these monies back. So they are doing a short term financing that has been approved by the State Legislature and this resolution will authorize all the various documents and the purchase and sale agreement to be executed. They anticipate a financing in early November which will allow payments to the City in January and May of 2010.

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

Motion Machisic/Franklin to adopt Resolution No. 2009-84, which will provide for the sale of the City's Proposition 1A receivable, of approximately \$437,325 from the State of California. Motion carried, all in favor.

2. Regulations of Golf Carts on City Streets
(Staff Report – Zai Abu Bakar, Community Development Director)

Community Development Director gave a power-point presentation highlighting basically the items that are in the staff report. She said the golf cart issue is certainly not a new issue in the community and she gave some background information on the golf cart issue that came up in 1996 and in 2005. The staff's recommendation has not changed since that time and the City Attorney was asked to review that staff report and the conclusions came out the same. In 2006 the City Council adopted a new General Plan and Zoning Ordinance and basically the policy direction in that General Plan says, "In order to implement a golf cart route system, the City is required to prepare and adopt a golf cart plan and associated implementing ordinances." Currently, state law regulates non-street legal golf carts and basically there are two codes and one is the California Vehicle Code and the other California Streets and Highways Code. This issue is beyond not just the land use issue but also streets and infrastructure issue and also enforcement. She went over what the California Vehicle Code definitions are in regards to golf carts and also the California Streets and Highway Code restrictions on golf carts. In the staff report it summarized the alternatives for consideration as follows: 1) petition the State to change the State laws, 2) golf cart path on 47 acres commercial section of the Sun Lakes Specific Plan, 3) build a bridge over or under Sun Lakes Blvd., 4) prepare a comprehensive golf cart transportation plan, and 5) take no action at this point. She said she did check with other cities that have implemented these and most did the comprehensive transportation plan which is the way to comply with the CVC and California Streets and Highways Code. She said that staff's recommendation at this point to the Council is to direct staff to seek requests for proposal to complete a comprehensive golf cart transportation plan. The reason for this recommendation is because this would fulfill the General Plan policy direction.

Councilmember Franklin as how much would such a report cost and would this come out of General Fund dollars. Community Development Director said based on a couple of quick phone calls the cost would range between \$30,000 to \$50,000. City Manager said it would probably come out of General Fund dollars.

Mayor Botts opened the item for public comments.

Mary Baines of Sun Lakes addressed the Council stating that in 1996 the Council did grant that they could go between the north side and the south side at Sun Lakes Country Club and they appreciated that. Everyday there are hundreds of unlicensed golf carts that go between the north and south side. She believes the precedent has been set by communities that have implemented this such as Palm Desert, Rancho Mirage and Riverside. She said that Palm Desert was the first model city in California that implemented this and they go from their golf courses to the community centers, to shopping and the city has quite a network of streets that they are allowed to go on. She would encourage the Council to go with the recommendation of the Community Development Director and grant the golf cart transportation plan.

Dr. Roger Smith of Sun Lakes said that he has done a bit of investigation on golf carts and low speed electric vehicles and he just talked to the former chief investigator for the Department of Motor Vehicles for Northern California who has just retired and Lincoln has just gone through this business of low speed electric vehicles which are licensed and golf carts which are unlicensed and those are the two things we don't want to get mixed up. He said he has a low speed electric vehicle and he can go wherever he wants on streets less than 35 mph. He cannot

go in Banning but can go into Beaumont. Beaumont is developing a plan and they are just now putting in the golf cart lanes to allow this to happen. Our big problem, as well as theirs, is that we cannot get across the street. We cannot get over that 35 mph speed limit on Sun Lakes Blvd. but they do know that every five years the speed limit can be determined and you have to do 85% of the speed vehicles going there and then we find out what is the speed. He said from that stop light to where they stop at the main gate you are not going to go a heck of a lot more than 25 or 30 mph there. He thinks that that there should be a speed study to determine that. Then the next stage, if they get it down to 25 mph, they can go across the street in their golf carts and perhaps the City would see fit to put in 6 to 8 foot sidewalks from the main gate to Albertsons and that might solve the problem. He doesn't know if this is possible but it is a thought. He said he spoke to Senator Benoit just recently and they are trying to put through three new licenses and bills that will contain golf carts to go on streets over 35 mph. He said it's the green thing and that is where we are going. He knows that the DMV is having problems whether they will allow it or not but they are licensing golf carts and low speed electric vehicles.

Don Smith addressed the Council stating that he seems to recall that when they approved the crossing at the other gate that they included a ten foot, 2-way meandering trail all the way over to that shopping center. He has not idea why it never go built but that was part of the report as he recalls from 1996.

City Manager said for the record on page 91 is the letter from Michael Bennett, General Manager of Sun Lakes and in the second paragraph states, "A similar precedent has been set when the City graciously allowed an exception to enforcement of the vehicle code regarding the operation of low speed vehicles and unlicensed golf carts across Sun Lakes Blvd., from Gate #3 to Gate#4, and back again." He referred the Council to page 86 of the agenda packet and the second paragraph, last sentence referencing that crossing states, "This action was consistent with the California Vehicle Code since the crossing provides connection within the same golf course community. This action is not an exception to enforcement of the Vehicle Code." He wanted to point out that it is not an exception that was consistent with law that you can cross when you are crossing from one golf course to another.

Councilmember Robinson said that he knows that the City of Beaumont has wrestled with this also and they had passed a resolution but they are also not able to just go ahead and enact this at this point. They have to go through the study also of the traffic and traffic patterns and speed. Where are they at in this thing because some people make it sound like you can drive in Beaumont right now with a golf cart but you can't as he understands it.

Community Development Director said she had an extensive conversation with Kyle with the Community Development Director in Beaumont and she told him that she had never done something like this before and she asked for help through this process and he said basically what you have to do, and they haven't been able to do, is the speed study to determine what is permitted for the golf carts to travel on. So that is where they are and they are also developing a public outreach campaign because that hasn't been done and expect that to be done in the next three to six months. But he doesn't know if those routes that they designated will allow golf carts to travel on it.

There was more Council and staff discussion in regards to a golf cart transportation plan, the need for a speed survey, cost of a speed study, enforcement of laws, and liability concerns.

Mayor Botts said that he would like to clarify that on page 87 he doesn't know if it germane but in the last paragraph it states, "The 47-acre property is not directly adjacent to a golf course." He said that is a false statement. The 47 acres is immediately adjacent to the north side residential and the north side golf course.

Mayor Pro Tem Hanna made a motion to go forward with a speed study for Sun Lakes Blvd. for that portion between Highland Home and Highland Springs Avenue.

City Attorney clarified that your intent is that we do the street speed study first before we do the golf study and if the result of the speed study was appropriate then you would move forward with the other study.

There was some Council discussion in regards to what portion of the street needed the speed study and the comprehensive plan.

Motion was clarified to do a speed study first on Sun Lakes Blvd., end to end and also as an amendment to explore the cost of how much it would cost to do a comprehensive study and not wait.

City Attorney said the Mayor was suggesting that at the same that speed study is being done staff should try to do some cost estimating so that we have a better idea of what it would cost for a plan.

Motion seconded by Councilmember Machisic. Motion carried, all in favor.

ITEMS FOR FUTURE AGENDAS

New Items –

Councilmember Machisic brought up and old subject regarding the power lines that are going across Sun Lakes. As you know Henry Tappata has been an advocate of trying to get these put underground and he is concerned about the process that the PUC has been using and he has written numerous papers both to the various Council people and he wants to know Council position on support on his efforts to go forward on this particular project and he has petitions with 800 signatures on it.

Mayor Botts to that when that was proposed by Southern California Edison this City went on record and voted 5/0 to support the under grounding of those utilities that cut across the golf course. We sent the letter and were very vocal and it went through the normal process and the PUC determined that they did not have to underground those lines and he understood that construction starts next week or within a week or so to put the new lines in.

Pending Items –

1. Schedule Meetings with Our State and County Elected Officials
2. Set New Date for Joint Meeting with Banning School Board (*Date to be determined*)
3. Additional Splash Pad at Repplier Park Aquatics Center (*ETA 11/10/09*)
4. Budget Study Session on balancing the budget (*ETA 12/8/09*)
5. TOT Ordinance Implementation, i.e. 105 going to 12% (in the future) (*ETA 11/10/09*)
6. Community Advisory Panel for Renewable Energy Opportunities (*ETA 12/8/09*)
7. How AB 920 dealing with Electric Energy will affect City (*ETA 12/8/09*)

ADJOURNMENT

Meeting adjourned at 8:17 p.m. in memory of Chief Purvis' mother Marie Tina Purvis.

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: November 10, 2009

TO: City Council

FROM: Sam Racadio, Interim Executive Director

SUBJECT: Census Complete Count Committee

RECOMMENDATION:

That the City Council extend the application deadline from October 15, 2009 to November 23, 2009 to receive applications for one member at-large and also nominations from other organizations for the Census Complete Count Committee.

BACKGROUND:

On September 8, 2009, the City Council formed a Census Complete Count Ad Hoc Committee comprised of seven (7) members representing the following agencies/organizations: government, education, faith-based, media (2 members), community-based and business and directed staff to advertise for interested residents to apply for positions.

DISCUSSION/ANALYSIS:

Staff advertised the information in the Record Gazette and also sent letters to the various agencies and organizations. The applications were due on October 15, 2009. Staff received a number of inquiries via phone. However, the City received only two nominations to date. One member will represent the Banning Unified School District, and one member will represent the faith-based organization.

Publicity regarding the importance of the Census should occur in January/February of 2010. There is still time this year to seek applications for membership on this Committee. Should there still be no interest to be on this Committee, staff is prepared to recommend other alternatives to publicize the 2010 Census.

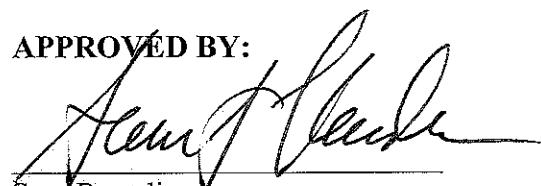
FISCAL IMPACT:

There are nominal costs associated with providing staff support and oversight to the Committee, producing agenda packets/review materials and hosting meetings, etc.

CONCLUSION:

It is respectfully recommended that the City Council extend the applications for membership on the Census Complete Count Committee to November 23, 2009.

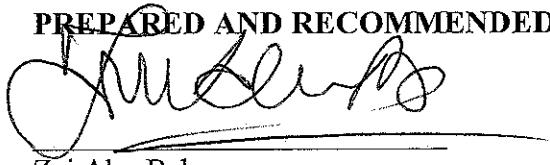
APPROVED BY:



Sam Racadio

Interim Executive Director

PREPARED AND RECOMMENDED BY:



Zai Abu Bakar

Community Development Director

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: November 10, 2009

TO: City Council

FROM: Kirby Warner, Interim Finance Director

SUBJECT: Report of Investments for September 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 September 2009. As of September 30, 2009, the City's operating funds totaled \$68,421,474. Included in operating funds is \$3,688,992 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Treasurer's Report. As of September 30, 2009 approximately 40% of the City's unrestricted cash balances were invested in investments other than LAIF.

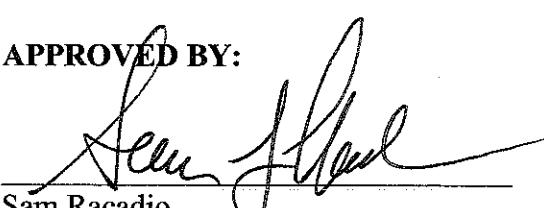
Presented are three months of Investment Reports. September is a first issue, while July and August are included to provide multiple months of statements for comparison.

FISCAL DATA: The latest reports from the State indicate that the average interest achieved by the Local Agency Investment Fund (LAIF) decreased to 0.750 % in September. The average rate for all investments in September was 1.198%.

RECOMMENDED BY:


Kirby Warner
Interim Finance Director

APPROVED BY:


Sam Racadio
Interim City Manager

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

	Interest		Amount
	Rate	Amount	
<i>Bank Accounts</i>			
Wells Fargo Bank	0.000%	193,138	
Wells Fargo Bank-Investment Account	0.100%	442,203	
Bank of America-Airport	0.300%	7,769	
Bank of America-Parking Citations	0.300%	4,626	
Bank of America-CNG Station	0.300%	3,873	

Money Market and Bank Account Sub-Total 651,610

Government Pools

Local Agency Investment Fund: Account #1 0.750% 31,126,213

Account #2 Operating Amount 7,533,214

Account #2 CRA Bond Cash Bal 3,688,992

Local Agency Investment Fund: Account #2 0.750% 11,222,206

Government Pool Sub-Total 42,348,419

Operating Cash Balance 43,002,333

Restricted Operating Funds at Riverside Public Utilities

Highmark U.S. Government Money Market Fund 0.150% 419,593

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2 1.991% 24,999,548

Operating Funds Total 68,421,474

Fiscal AgentBNY Western Trust CompanyUS Bank

Amount
<u>538,762</u>
<u>63,839,757</u>

Fiscal Agent Total 64,378,519

Deferred Compensation

City Employee Trust Accounts 4,323,757

Deferred Compensation Total 4,323,757

Operational Portfolio Individual Investments

Average Rate All= 1.198%

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 273 days and does not include Bond Reserve Fund

City of Banning Investment Report

September 30, 2009

Individual Investments with Fiscal Agent

TRUSTEE	Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Maturity Date	Minimum Reserve Requirement	Interest Sep-09	9/30/2009 Market Value
BNY WESTERN TRUST COMPANY								
1997 Admin Building CORs 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
1991 Wilson St. Assessment District	2012	AIM U.S. Treasury Money Market First Amer Treas Oblig Fd CL D	0.470% 0.320%	daily daily	265,580	0.02 1.86		265,580 12
2005 Fair Oaks Ranch Estates	2035	First Amer Treas Oblig Fd CL D	0.300%	daily	190,323	56.05		189,349
2003 CRA Tax Allocation Bonds	2028	Forward Delivery Agreement - B of A US Bank MmKt	4.560% 0.300%	daily daily	971,763	0.00 21.83	*	991,663 22,736
Surplus Fund		First Amer Treas Oblig Fd CL D First Amer Treas Oblig Fd CL D	0.300% 0.025%	daily daily	11,22	11.22		145 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	0.300%	daily	3,02	11,838		
	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	478.00		
Special Fund		First Amer Treas Oblig Fd CL D	0.300%	daily		14.28		
Surplus Fund		First Amer Treas Oblig Fd CL D	0.320%	daily				185 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	2,208		
Principal Account		First Amer Treas Oblig Fd CL D	0.300%	daily	116.60	125,519		
		First Amer Treas Oblig Fd CL D	0.300%	daily	938.41	757,774		
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
Bond Fund		First Amer Treas Oblig Fd CL D	0.420%	daily	2	332,500		
Principal Account		First Amer Treas Oblig Fd CL D	0.300%	daily				
Reserve Fund		First Amer Treas Oblig Fd CL D	0.300%	daily	589.17	2,312,961		
Project Fund		First Amer Treas Oblig Fd CL D	0.300%	daily	4,445.47	18,185,413		

City of Banning Investment Report

September 30, 2009

TRUSTEE	Bond Maturity Date	Bond	Minimum Reserve	Bond Reserve	9/30/2009
Bond Issue Description		Investment Description	Current Yield	Bond Maturity Date	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	1,625,700
	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		Total	7,090.67	64,378.519	

*Paid Semi-Annually Deposited into Money Mkt Account

Deferred Compensation

07/01/09 to 6/30/2009 Quarterly Activity					
	Contributions	Withdrawals	Gain/Loss		
Balance					
<u>7/1/2009</u>					
1,032,256	11,196	(213,686)	81,259		<u>9/30/2009</u>
Various Employee Selected Mutual Funds					911,025
2,322,303	146,882	(103,615)	224,729		2,590,298
Various Employee Selected Mutual Funds					
<u>793,405</u>	<u>1,500</u>	<u>(16,229)</u>	<u>43,757</u>		<u>822,433</u>
Various Employee Selected Mutual Funds					
<u>4,147,963</u>					<u>4,323,757</u>

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

Wells Fargo Bank

Wells Fargo Bank-Investment Account

Bank of America-Airport

Bank of America-Parking Citations

Bank of America-CNG Station

	Amount
<i>Petty Cash</i>	2,305

Interest

Rate	Amount
0.000%	32,845
0.100%	671,463
0.300%	4,205
0.300%	3,380
0.300%	<u>3,213</u>

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**

BNY Western Trust Company

US Bank

Amount
538,762
<u>67,085,617</u>

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

City Employee Trust Accounts

4,186,784***Deferred Compensation Total*****4,186,784**

Operational Portfolio Individual Investments

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 Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Maturity Date	Minimum Reserve Requirement	Interest Aug-09	8/31/2009 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	0.460% First Amer Treas Oblig Fd CL D	0.300% daily	265,580	51.07	265,782	
2005 Fair Oaks Ranch Estates	2035	First Amer Treas Oblig Fd CL D	0.300% First Amer Treas Oblig Fd CL D	0.300% daily	190,323	55.27	226,033	
2003 CRA Tax Allocation Bonds	2028	Forward Delivery Agreement - B of A	4.560% First Amer Treas Oblig Fd CL D	0.300% daily	971,763	0.00 *	310,919	
Surplus Fund		First Amer Treas Oblig Fd CL D	0.025% First Amer Treas Oblig Fd CL D	0.025% daily	126.26	126.26	993,683	
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007								
Redevelop Fund	2037	First Amer Treas Oblig Fd CL D	0.300% First Amer Treas Oblig Fd CL D	0.300% daily	3.01	11,832	11,832	
	11/27/2009	Reliance Trust Company GIC # 9AMGGBF37	2.950% 0.750%				3,336,669	
	5/21/2009	Reliance Trust Company GIC # 9AMGGGBE08	0.750% 2.950%				3,500,000	
	11/19/2009	Reliance Trust Company GIC # 9AMGGGBEV6	0.300% 0.300% 0.320%	0.300% 0.300% 0.320% daily daily daily	1,880,751	478.02	8,000,000	
Reserve Fund		First Amer Treas Oblig Fd CL D					1,875,562	
Special Fund		First Amer Treas Oblig Fd CL D					171	
Surplus Fund		First Amer Treas Oblig Fd CL D						
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
Bond Fund		First Amer Treas Oblig Fd CL D	0.300% 0.300% 0.300%	0.300% 0.300% 0.300% daily daily daily	0.56 116.57 938.19	2,207 457,617 3,683,111		
Principal Account		First Amer Treas Oblig Fd CL D						
Reserve Fund		First Amer Treas Oblig Fd CL D						
Project Fund		First Amer Treas Oblig Fd CL D						
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
Bond Fund		First Amer Treas Oblig Fd CL D	0.420% 0.300% 0.300% 0.300%	0.420% 0.300% 0.300% 0.300% daily daily daily daily	2 0.07 589.02 4,326.43	285 2,312,371 18,180,968		
Principal Account		First Amer Treas Oblig Fd CL D						
Reserve Fund		First Amer Treas Oblig Fd CL D						
Project Fund		First Amer Treas Oblig Fd CL D						
5/7/2009	Federal Home Loan Banks		2.780% 2.780% 2.780% daily	16,402.00	0			

City of Banning Investment Report

August 31, 2009

TRUSTEE	Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond	Minimum Reserve Requirement	Interest Aug-09	8/31/2009 Market Value
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES								
	11/17/2011	Reliance Trust Company GIC # 9AMGGGBEZ7	3.650%					3,016,509
		First Amer Treas Oblig Fd CL D	0.300%	daily				1,625,286
Acquisition & Construction	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
		Total					23,511.07	67,624,379
*Paid Semi-Annually-Deposited into Money Mkt Account								

Deferred Compensation

Balance	8/31/2009
ICMA Retirement Corporation	863,008
CALPERS 457 Program	2,485,009
NATION WIDE-PEBSCO	813,619
	4,161,637
	4,186,784

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

2,305

Bank Accounts

Wells Fargo Bank

InterestRateAmount

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**

BNY Western Trust Company

Amount

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	(Premium) Amortization	Discount or Premium	Market Value
<i><u>Bank Accounts</u></i>									
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
<i><u>Government Pools</u></i>									
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
<i><u>Investments-US Bank/Piper Jaffray</u></i>									
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 Mfg 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

Average Rate All = 1.352%

US Bank/Piper Jaffray Average Rate= 1.996% 24.836.173

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 Maturity Date	Investment Description	Current Yield	Bond Reserve Maturity Date	Minimum Reserve Requirement	Interest Jul-09	Market Value
TRUSTEE								
Bond Issue Description								
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	0.470% 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	4.560% 0.300%	daily daily	971,763	22,432.69 *	998,394	680,630
Surplus Fund		First Amer Treas Oblig Fd CL D	0.025%	daily				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	0.300%	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 # 9AMGGBEUG	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			1,876,127	
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
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
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	
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			285	
Reserve Fund		First Amer Treas Oblig Fd CL D	0.300%	daily			2,311,782	
Project Fund		First Amer Treas Oblig Fd CL D	0.300%	daily			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 # 9AMGGBE77	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
Total				29,287.57			68,834,761
*Paid Semi-Annually-Deposited into Money Mkt Account							

Deferred Compensation		
Balance		
<u>7/1/2009</u>		
1,032,256	Various Employee Selected Mutual Funds	
2,322,303	Various Employee Selected Mutual Funds	
<u>793,405</u>	Various Employee Selected Mutual Funds	
<u>4,147,963</u>		

	7/31/2009
ICMA Retirement Corporation	863,008
CALPERS 457 Program	2,485,009
NATION WIDE-PEBSCO	813,619
	<u>4,161,637</u>

**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: November 10, 2009

TO: Mayor and City Council

FROM: Hoyl E. Belt, Human Resources Director

SUBJECT: Classification Plan Amendment

Recommendation: Adopt Resolution No. 2009-93 amending the City's Classification Plan to amend the classification of Finance Director/Assistant City Manager to Finance Director and changing the salary range from 97 to 88.

In addition, staff recommends that the City Council approve the creation of a new position of Lead Field Service Representative position at range 53. Also, adopt the attached job description of Lead Field Service Representative.

The division currently does not have a Lead or Supervisor and that by filling this position with an entry level Field Services Representative would meet the needs of the Electric Division.

Justification: The City approved the City of Banning Classification and Compensation Plan on January 25, 2005. The plan has since been amended with most recently on August 25, 2009. Maintenance of this plan is a dynamic process in which Human Resources works with operating departments to develop classifications which reflect the current needs of the department in their departments in their efforts to deliver quality services to residents. City Personnel Rules require that the City Council approve all changes to the City's Classification Plan. Council approval of this Recommendation will meet the City's goal to provide top quality and reliable service to both internal and external Customers.

Background:

Finance Director: The former Finance Director/Assistant City Manager held dual positions with a salary range of 97. Staff recommends recruiting for the Finance Director position without the Assistant City Manager duties and reducing the salary accordingly to Range 88 (\$91,798 - \$124,198).

Lead Field Service Representative: The Lead Field Service Representative has been requested by the new Electric Utility Director. The division currently does not have a Lead or Supervisor to assist in supervision and the daily activities over the Field Service Representatives.

Fiscal Data: The amendment to the Finance Director position will reflect a savings of \$52,249; \$26,125 in the General Fund, \$13,062 in Fund 703 (Information Services) and \$13,062 in Fund 761 (Utility Billing). The amendment to the Lead Field Service Representative to Lead Field Service Representative position will reflect an increase of \$2,719 to Fund 761 (Utility Billing/Meter Read).

Recommended By:

Hoyl E. Belt
Hoyl E. Belt
Human Resources Director

Approved By:

Sam J. Racadio
Sam J. Racadio
Interim City Manager

RESOLUTION 2009-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
RESCINDING RESOLUTION NO. 2009-75 TO AMEND THE CLASSIFICATION &
COMPENSATION PLAN FOR THE CITY OF BANNING

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1:

The City Council adopts as its official Classification Plan the attached Schedule "A" setting forth all classifications of the City and their corresponding salary ranges.

SECTION 2:

The City Council approves the amendments to the FY 2009-2010 City budget on the following:

The amendment to the Finance Director position will reflect a savings of \$52,249; \$26,125 in the General Fund, \$13,062 in Fund 703 (Information Services) and \$13,062 in Fund 761 (Utility Billing); and

The amendment to the Lead Field Service Representative to Lead Field Service Representative position will reflect an increase of \$2,719 to Fund 761 (Utility Billing/Meter Read).

SECTION 3:

The Finance Director is authorized to make necessary budget adjustments related to these amendments.

PASSED, APPROVED, AND ADOPTED this 10th day of November, 2009.

Robert E. Botts, Mayor
City of Banning, California

APPROVED AS TO FORM AND
LEGAL CONTENT

David Aleshire, Attorney
Aleshire & Wynder, LLP

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2009-93 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of November, 2009, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



CITY OF BANNING, CALIFORNIA

Lead Field Services Representative

Job Code: 1340

FLSA

Exempt

Non-Exempt

JOB DEFINITION: Under general supervision of the Power Resource and Revenue Administrator, provides field supervision of the Field Services Representatives, performs backup support for all duties that the Field Services Representative performs. Provides support to Utility Billing regarding work order and meter reading questions.

REPRESENTATIVE DUTIES: Prepares meter reading schedules and assigns daily work assignments to the Field Services Representatives; completes computer functions to provide Utility Billing with meter reading data; utilizes a variety of software applications to monitor and review the daily performance of the Field Services Representatives. Reviews work orders at the beginning of the day and Cut-off Non-Pay work orders mid-morning to determine the volume of work scheduled and modify work assignments if required. Train assigned employees including in the areas of meter reading methods, techniques, and the use and operation of equipment. Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner. Estimate time, material, and equipment required for assigned jobs; requisition materials as required; order parts as necessary and ensure parts ordered are received in a timely fashion. Assists the Power Resource and Revenue Administrator in preparing performance evaluations for the Field Services Representatives. Provides backup support for the Field Services Representatives to ensure that meter reading schedules are met and all work orders are completed as required. Operates and maintains a City vehicle on a daily basis in a safe and effective manner. Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of supervision principles.
- Knowledge of water and electric metering systems maintenance, repair and installation methods, material and equipment.
- Knowledge of customer service methods and techniques
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in working within deadlines to complete projects and assignments.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.

MINIMUM QUALIFICATIONS: A high school diploma or GED AND two years experience as a Field Services Representative or Meter Reader.

ADDITIONAL REQUIREMENTS: Must have at the time of application and must maintain a California driver license. May be exposed to extreme weather conditions, potential physical harm, infectious diseases, hazardous chemicals and/or dangerous machinery. May be required to lift and/or carry heavy, bulky supplies, materials, equipment and/or items weighing up to 20 pounds regularly and 50 pounds occasionally. May be required to work outside the traditional work schedule. May be subject to call out and/or call-back.

CITY OF BANNING
CLASSIFICATION & COMPENSATION PLAN
REVISED NOVEMBER 10, 2009
RESOLUTION NO. 2009-93
(AMENDING RESOLUTION NO. 2009-75)

MATRIX BY CLASS SERIES/JOB CODE

Class Series/Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
1000 – CITY ADMINISTRATION SERIES				
City Administration Group	1010	City Manager	109	Council Contract
	1005	Assistant City Manager	97	Contract
	1020	City Clerk/City Manager Secretary	55	Elected
Financial Services Group	1110	Finance Director	88	Contract
	1130	Financial Services Specialist	45	IBEW-G
	1150	Accounting Manager	73	Mgmt/Conf
	1140	Accountant	52	General
	1160	Purchasing Manager	73	CBAM
	1165	Buyer	52	General
Human Resources Group	1210	Human Resources Director	88	Contract
	1220	Human Resources Analyst	60	Mgmt/Conf
	1225	Senior Human Resources Analyst (Recruitment & Benefit Manager)	68	Mgmt/Conf
	1240	Risk Management Analyst	60	CBAM
Utility Billing Group	1230	Human Resources Technician	52	Conf/Gen
	1310	Customer Services Manager	67	CBAM
	1340	Sr. Utility Billing Rep	46	IBEW-G
Information/Cable Systems Group	1350	Utility Billing Representative	41	IBEW-G
	1405	Information Technology Manager	73	CBAM
	1410	Information Technology Coordinator	57	IBEW-G
	1416	Police Information Technology Technician	57	IBEW-G
	1415	Info Technology/Media Technician	55	IBEW-G
	1510	Cable Services Specialist	42	IBEW-G
Office Support Group	1610	Executive Secretary	51	IBEW-G
	1620	Office Specialist	42	IBEW-G
	1630	Receptionist	29	IBEW-G

Schedule "A"

20000 - POLICE SERIES

Police Group	2010	Police Chief	96	Contract
	2015	Deputy Police Chief	86	Police Mgmt/Conf
	2025	Police Lieutenant	82	Police Mgmt/Conf
	2030A	Police Staff/Master Sergeant	75	POA
	2030	Police Sergeant	68	POA
	2050	Police Officer	64	POA
	2060	Police Recruit/Trainee	N/A	At-Will
Police Support Group	2143	Lead Public Safety Dispatcher	54	IBEW-G
	2110	Public Safety Dispatcher	50	IBEW-G
	2120	Property & Evidence Specialist	48	POA
	2130	Community Services Officer	42	POA
	2140	Lead Police Records Specialist	43	IBEW-G
	2141	Police Records Assistant	31	IBEW-G

30000-COMMUNITY DEVELOPMENT SERIES

Community Development Group	3010	Community Development Director	88	Contract
	3021	Planning Engineer	72	CBAM
	3050	Senior Planner	75	CBAM
	3020	Associate Planner	64	CBAM
	3015	Assistant Planner	59	CBAM
	3026	Development Project Coordinator	56	IBEW-G
	3025	Planning Technician	54	IBEW-G
Economic/Redevelopment Group	3116	Redevelopment Manager	81	CBAM
	3103	Economic/Redevelopment Project Coordinator	56	IBEW-G
Development Services Group	3210	Development Services Manager (Building Official)	80	CBAM
	3215	Senior Building Inspector	65	IBEW-G
	3220	Building Inspector	60	IBEW-G
	3235	Senior Code Compliance Officer	59	IBEW-G
	3230	Code Compliance Officer	56	IBEW-G
	3240	Building Permit Specialist	53	IBEW-G

3300-COMMUNITY SERVICES GROUP

Community Services Group	3310	Community Services Director	82	Contract
	3325	Recreation Coordinator	49	IBEW-G
	3350	Lead Bus Driver/Trainer	53	IBEW-G
	3340	Bus Driver	45	IBEW-G

Schedule "A"

4000-PUBLIC WORKS SERIES

Public Works Management Group	4010	Public Works Director	96	Contract
Streets/Parks Group	4210	Public Works Superintendent	77	CBAM
	4220	Streets/Parks Maintenance Manager	64	CBAM
	4230	Work Release Crew Leader	45	IBEW-G
	4240	Sr. Maintenance Worker	48	IBEW-G
	4250	Maintenance Worker	43	IBEW-G
	4260	Motor Sweeper Operator	48	IBEW-G
Engineering Group	4300	City Engineer	81	CBAM
	4350	Senior Civil Engineer (Water/Wastewater)	78	CBAM
	4320	Associate Civil Engineer	72	CBAM
	4325	Assistant Civil Engineer	64	CBAM
	4330	Public Works Inspector	60	IBEW-G
	4340	Engineering Services Assistant	46	IBEW-G
General Maintenance and Support Group	4410	Fleet Maintenance Manager	71	CBAM
	4425	Lead Fleet Maintenance Mechanic	54	IBEW-G
	4420	Fleet Maintenance Mechanic	51	IBEW-G
	4430	Building Maintenance Specialist	47	IBEW-G
	4440	Custodian	32	IBEW-G
	4450	Warehouse Services Specialist	50	IBEW-G
Water/Wastewater Group	4110	Assistant Water/Wastewater Director	81	CBAM
	4115	Water/Wastewater Superintendent	77	CBAM
	4120	Assistant Water Superintendent	65	IBEW-U
	4130	Water Crew Supervisor (Distribution Specialist)	58	IBEW-U
	4140	Water Services Worker	50	IBEW-U
	4141	Water Production Operator I	52	IBEW-U
	4142	Water Production Operator II	54	IBEW-U
	4145	Wastewater Collection System Technician	50	IBEW-U
	4150	Wastewater Collection System Specialist	52	IBEW-U
	4160	Water Crew Supervisor (Production Specialist)	58	IBEW-U
	4132	Water Valve Flushing Crew Lead	54	IBEW-U
	4133	Water Construction Crew Lead	54	IBEW-U
	4131	Water Meter Crew Lead	54	IBEW-U
	4155	Wastewater Collection System Supervisor	58	IBEW-U

4100 ELECTRIC UTILITIES SERIES

Electric Services & Operations Group	5001	Electric Utility Director	96	Contract
	5015	Electrical Systems Engineer	86	CBAM
	5021	Power Contracts & Revenue Administrator	81	CBAM
	5025	Associate Electrical Engineer	72	CBAM
	5031	Sr. Electric Service Planner	77	IBEW-U
	5030	Electric Service Planner	75	IBEW-U
	5045	AutoCAD/GIS Technician	66	IBEW-U
	5050	Public Benefits Coordinator	53	IBEW-U
	5055	Utility Services Assistant	46	IBEW-U
	5110	Electric Operations & Maintenance Manager	81	CBAM
	5120	Powerline Crew Supervisor	77	IBEW-U
	5130	Powerline Technician	73	IBEW-U
	5140	Powerline Apprentice	65/71	IBEW-U
	5150	Electric Services Worker	50	IBEW-U
	1340	Lead Field Service Representative	53	IBEW-U
	1325	Field Service Representative	49	IBEW-U
	5160	Electric Meter Test Technician	73	IBEW-U
	5170	Apprentice Electric Meter Test Technician	65 / 71	IBEW-U

**CITY COUNCIL AGENDA
CONSENT CALENDAR**

DATE: November 10, 2009

TO: Mayor and City Council

FROM: Hoyl E. Belt, Human Resources Director

SUBJECT: Banning Police Officer's Association - Memorandum of Understanding

RECOMMENDATION: Adopt Resolution No. 2009-94 approving an amendment to the Memorandum of Understanding (MOU) with the Banning Police Officer's Association.

JUSTIFICATION: The amendments to the Banning Police Officer's Association MOU through Resolution No. 2009-94 are necessary in order to make changes and reductions in salary and benefits to unit members due to budget constraints.

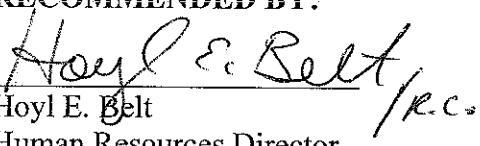
BACKGROUND: Due to the economic downfall, the City is forced to make reductions throughout the entire budget. Council has directed Staff to Meet & Confer with the Police Officer's Association in good faith to make necessary reductions to employee's salary and benefits to meet budget obligations.

In agreement with the Police Officer's Association, the pay-for-performance model will be eliminated and the City will revert back to the traditional step increase process. Employees will be placed on ranges with defined steps on the attached salary table with a 2.5% apart spread. This will result in a savings of approximately \$70,969 for Fiscal Year 2009-2010.

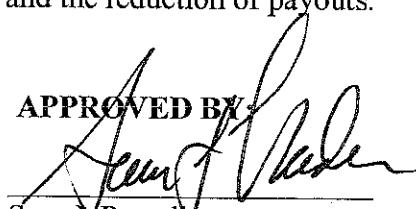
In addition, payouts of vacation, comp and holiday time accruals will be capped at 50% of the current MOU limits for Fiscal Year 2009-2010 for an approximate savings of \$49,421.

FISCAL DATA: There will be savings in the budget of \$77,041 in Fund 001 (General); \$22,607 in Fund 003 (County MOU) and \$20,742 in Fund 860 (Redevelopment) for the transition from the pay-for performance model to the traditional pay increase model and the reduction of payouts.

RECOMMENDED BY:


Hoyl E. Belt
Human Resources Director

APPROVED BY:


Sam J. Racadio
Interim City Manager

RESOLUTION NO. 2009-94

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BANNING
POLICE OFFICER'S ASSOCIATION AND THE CITY OF BANNING**

WHEREAS, the City of Banning has recognized the Banning Police Officer's Association (BPOA) as the bargaining unit representing a group of its employees; and,

WHEREAS, the prior Memorandum of Understanding (MOU) between the City and the BPOA expired on June 30, 2009; and

WHEREAS, the City and BPOA have successfully met and conferred under the Meyers-Milias-Brown Act (MMBA) and the city's employer-Employee Relations Resolution to negotiate a new MOU for the period July 1, 2009 through June 30, 2010;

WHEREAS, the City and the IBEW have successfully negotiated an Amended Memorandum of Understanding ("MOU") according to the guidelines of the Meyers-Milias-Brown Act ("MMBA") and the City's Employer-Employee Relations resolution ("Resolution No. 2007-41");

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

SECTION 1:

1. That the City Council approves the Amended MOU, a copy of which is attached hereto and by this reference made a part hereof; and
2. That the Mayor is authorized to execute the original agreement
3. The Finance Director is authorized to make the necessary budget adjustments as applicable for the Police Unit

PASSED, APPROVED AND ADOPTED this 10th day of November, 2010 at Banning, California.

Robert E. Botts, Mayor
City of Banning, California

APPROVED AS TO FORM AND
LEGAL CONTENT

David Aleshire, Attorney
Aleshire & Wynder, LLP

ATTEST:

Marie A. Calderon
City Clerk of the City of Banning

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2009-94 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of November, 2010, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BANNING,
AND
THE CITY OF BANNING POLICE OFFICERS ASSOCIATION
JULY 1, 2009 – JUNE 30, 2010

TABLE OF CONTENTS

	<u>Page No.</u>
<u>ARTICLE 2 - CONTINUATION OF RULES & POLICIES</u>	1
<u>ARTICLE 3 - EMPLOYEE RIGHTS</u>	2
<u>ARTICLE 4 - MANAGEMENT RIGHTS</u>	2
<u>ARTICLE 5 - DUES DEDUCTION</u>	3
<u>ARTICLE 6 - UNION REPRESENTATIVES</u>	3
<u>ARTICLE 7 - BULLETIN BOARDS</u>	4
<u>ARTICLE 8 - MEMORANDUM OF UNDERSTANDING COPIES</u>	4
<u>ARTICLE 9 - MEETINGS</u>	4
<u>ARTICLE 10 - HOURS OF WORK</u>	5
<u>ARTICLE 11 - SHIFT EXCHANGE</u>	6
<u>SALARIES, PERFORMANCE EVALUATIONS, INCENTIVE PAY</u>	6
<u>ARTICLE 12 - 6</u>	
<u>ARTICLE 13 - OVERTIME</u>	7
<u>ARTICLE 14 - ACTING PAY AND PROMOTION PAY</u>	9
<u>ARTICLE 15 - PAY FOR JURY DUTY: COURT APPEARANCES, "ON CALL" DUTY</u>	9
<u>ARTICLE 16 - EQUIPMENT, UNIFORM ALLOWANCE, SAFETY AND TRAINING</u> ..	11
<u>ARTICLE 17 - MILEAGE, MEALS AND OTHER TRAVEL REIMBURSEMENT</u>	11
<u>ARTICLE 18 - TUITION AND BOOKS REIMBURSEMENT; EDUCATION INCENTIVE</u>	12
<u>ARTICLE 19 - SICK AND BEREAVEMENT LEAVE</u>	14
<u>ARTICLE 20 - VACATION AND HOLIDAY LEAVE</u>	15
<u>ARTICLE 21 - MEDICAL AND DENTAL INSURANCE</u>	17
<u>ARTICLE 23 – MISCELLANEOUS BENEFITS</u>	19

<u>ARTICLE 24- LAYOFFS AND RE-EMPLOYMENT</u>	20
<u>ARTICLE 25- GRIEVANCE AND DISCIPLINE APPEALS PROCEDURE</u>	21
<u>ARTICLE 26- SEVERABILITY CLAUSE</u>	23
<u>ARTICLE 27- COMPLETE AGREEMENT</u>	23
<u>ARTICLE 28- INVESTIGATION DOCUMENTS AND MATERIALS</u>	23
<u>ARTICLE 29 - RE-OPENERS</u>	23

ARTICLE 1 - PREAMBLE

1.1 - Agreement - This Memorandum of Understanding ("MOU" or "Agreement") is entered into between The City of Banning, a Municipal Corporation, hereinafter known as "the City" or "City" and the authorized representatives of the Banning Police Officers Association, the recognized employee organization of the Police Unit, hereinafter known as "the Union" or "Union", relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500 - 3511 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 - Recognition - The City hereby formally recognizes the Banning Police Officers Association as the only Recognized Employee Organization representing employees in the unit of representation presently or hereafter employed by the City and eligible for inclusion in the Police Unit. It is understood that this Agreement shall constitute a bar to any petition or request for recognition of any unit which includes classifications of employees covered by this Agreement or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from otherwise exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 - Term - Except as otherwise provided herein, this Agreement between the City and the Union relative to wages, hours, and other terms and conditions of employment shall become effective on July 1, 2009 through June 30, 2010 and thereafter shall remain in full force and effect and continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than March 31, 2010 of its request to modify, amend or terminate this MOU or no later than March 31st of any year after 2010.

1.4 - Represented Classifications - This Agreement covers employees in the following classifications: Police Sergeant, Police Staff Sergeant, Police Master Sergeant, Police Officer, Community Service Officer and Evidence Technician.

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 - Other Written Policies - Subject to the terms of this Agreement, all City ordinances, resolutions, rules and regulations, including the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2007-41) and the Administrative Policies of the City of Banning and the Banning Police Department shall apply during the term of this Agreement.

2.2 - Meet and Confer - The Union and the City agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of City ordinances, resolutions, rules and regulations, including the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2007-41) and the Administrative Policies of the City of Banning and the Banning Police Department, to the extent that such documents contain mandatory subjects of bargaining pursuant to the Meyers-Milias-Brown Act. Should an impasse be reached following such meet and confer

sessions, the provisions of the Employer- Employee Relations Resolution (Resolution No. 2007-41) will apply.

2.3 - Past Practice - For purposes of this Agreement, a "past practice" shall be defined as an unwritten policy, procedure or work rule, whether or not it affects a mandatory subject of bargaining, and upon which the City, the Union and the bargaining unit employees may have relied through a course of conduct. As of the effective date of this Agreement, all past practices are void, and of no further force or effect.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 - Non-Discrimination - The provisions of this Agreement shall apply to bargaining unit employees without illegal discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical condition), sexual orientation, age, citizenship status, or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or nonmembership in the Union, or because of any activities or refraining from activities on behalf of the Union.

3.2 - Union Membership - The Union will accept into membership all eligible persons of the bargaining unit without regard to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical condition), sexual orientation, age, or any other basis protected by applicable law.

3.3 - Rights Granted by State and Federal Law - Except as otherwise provided in this Agreement, the employees covered by this Agreement shall have all rights which may be exercised in accordance with State and Federal Law, and applicable ordinances, resolutions, rules and regulations. However, employees covered by this Agreement shall not have the right to a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein.

Gov't Code Section 3502 - Employees shall have the rights provided to them under Government Code section 3502 of the Meyers-Milias-Brown Act.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 - The Union recognizes and agrees that the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and

to establish and change work schedules and assignments and to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and, exercise complete control and discretion over its organization and work performance technology.

ARTICLE 5 - DUES DEDUCTION

5.1 - Dues Deduction - The City shall deduct one (1) month's current and periodic Union dues from the wages and/or Leave benefits of each employee who voluntarily executes and delivers to the City a payroll deduction authorization form.

5.2 - Sufficient Earnings - The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

5.3 - Non-Pay Status - In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

5.4 - Cancellation - An employee's authorization for deduction of dues may be canceled at any time by written notice from the employee to the City with a copy to the Union. An Employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the City or is transferred out of the representation unit.

5.5 - Funds Transmission - The aggregate amount of such deductions by the City shall be transmitted monthly to the President of the Union or his or her designee. The City shall provide the President of the Union or his or her designee with a list each month indicating the dues deducted from the pay of any represented unit employee and those employees for whom no deduction was made pursuant to the provisions of Sections 5.2 and 5.3. The Union shall notify the City of the names of its President and other officers and designees each year following election of the board and appointment of members to committees to which the Union is entitled to appoint members under this Agreement.

5.6 - Indemnification - The Union shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City on account of deduction of employee organization dues. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE 6 - UNION REPRESENTATIVES

6.1 - Two (2) employees selected by the Union may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first providing twenty-four (24) hour notice to the Department Head. Additional employees who are not on duty may participate at no additional cost to the City. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing

herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

ARTICLE 7 - BULLETIN BOARDS

7.1 - Authorized Postings - The City will furnish adequate bulletin board space where currently available. The Department Head shall designate the bulletin boards to be used for posting notices. Bulletin boards may be used for the following notices:

- (a) Scheduled Union Meetings, Agenda and Minutes.
- (b) Information on Union Elections and the Results.
- (c) Posting of Union special, recreational, and related bulletins.
- (d) Reports of Official Business of Union Including Reports of Committees or the Board of Directors
- (e) MOU, Pay Scales, Job Announcements, Promotion Lists, Etc.
- (f) Such other items as may be approved by the Department Head upon request of the Union.

7.2 - Posted Notices - Posted notices shall not be defamatory or violate any of the City's policies, nor shall they advocate election or defeat of candidates for public office. All notices to be posted may be dated and signed by an authorized representative of the Union. The Union may give notices to the represented employees through the use of the City mail system and/or the City computer e-mail system.

ARTICLE 8 - MEMORANDUM OF UNDERSTANDING COPIES

8.1 - The City shall provide the Union with thirty-five (35) executed copies of this Memorandum after it has been fully executed by the parties. The City shall also provide a copy of the executed MOU to any represented employee hired or promoted into the representation unit after the effective date of the Agreement. The City may charge for any additional copies. The Union shall be responsible for providing copies of this MOU to represented employees at Union expense.

ARTICLE 9 - MEETINGS

9.1 - Items of Mutual Concern - Upon mutual agreement of both the City and the Union, the parties may meet to discuss items of mutual concern. A meeting conducted under this section shall not constitute a meet and confer or hearing under any grievance procedure.

9.2 - Use of City Facilities - The Union may be granted permission to use City facilities for the purpose of meeting with employees to conduct Union business provided space for such meetings can be made available without interfering with City needs. The Union shall

be held fully responsible for any damages to and security of any facility that is used by the Union.

9.3 - Budget Oversight Committee - The City agrees to the creation of a Budget Oversight Committee, with the Union entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized Employee Associations and the City. Said Committee shall be advisory only to the City Manager.

ARTICLE 10 - HOURS OF WORK

10.1 - Schedules - Unless modified by the Department Head as set forth in section 10.2 and 10.4 below, the Police Unit employees described below shall work the following work periods:

- (a) Employees assigned to uniformed patrol shall have a work schedule of seven (7) twelve (12) hour shifts each fourteen (14)-day work period.
- (b) Employees assigned to the detective bureau shall have a work schedule as assigned by the Department Head.

10.2 - Department Head Discretion - Employees may be assigned to a work schedule consisting of the days and hours as determined by the Department Head.

10.3 - Briefing - Preshift briefing shall be at the discretion of the Department Head and if required, shall count as hours worked.

10.4 - Schedule Changes - The Department Head in the exercise of his or her discretion may change the work schedule and/or work period of Police Unit employees. Accordingly, work schedule and work period changes are not subject to meet and confer requirements. The Department Head shall notify the Union regarding any change in work schedule and/or work period no later than thirty (30) days before the date the change is implemented.

10.5 - Shift Assignments - Each year, the Department Head shall post a shift assignment notice on which officers shall indicate their shift assignment preference. The Notice will solicit three shift preferences and any additional information regarding their reasons for requesting a particular shift. The Department Head shall consider each request, giving those with seniority a higher priority, and make an effort to accommodate individual preferences. However, it is recognized that the Department Head shall have the ultimate authority to make shift assignments based on the needs of the Department.

10.6 - Outside Employment - Prior to any bargaining unit employee accepting outside employment, he or she shall request and receive authorization from the Department Head. Authorization for outside employment shall be made according to the policies and procedures in place at the time of request.

ARTICLE 11 - SHIFT EXCHANGE

11.1 - Employees may be permitted to trade shifts provided that:

- (a) No additional compensation or other cost to the City results from such assignment;
- (b) Exchanging employees are fully qualified to perform the required tasks of both assignments; and
- (c) Written requests for shift representation must be submitted on the prescribed Department form and approved by the Department Head or his or her designee prior to the start of the requested shift.

ARTICLE 12 - SALARIES, PERFORMANCE EVALUATIONS, INCENTIVE PAY

12.1 - Assignment to Ranges — Commencing July 1, 2009, all employees are placed on ranges with defined steps as shown on the attached salary schedule. Range minimum, mid-point and maximum are identical to current ranges. The salary table is calibrated in approximate 2.5% increments. Initially, employees will stay at current salary until their review date (after July 1, 2009) at which time assuming a satisfactory evaluation employee will move up to nearest defined step and then one (1) full step more, which represents at least a 2.5% increase. Subsequent annual increase for satisfactory performance will be two (2) steps or approximately 5%. Unit members will be evaluated using the evaluation form in place prior to implementation of the previous Pay for Performance program.

- (a) No employee shall be granted a step increase unless and until such employee has obtained an acceptable evaluation consistent with the applicable administrative policies of City.
- (b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under any grievance procedure afforded by the City or collective bargaining agreement.
- (c) An employee denied a step increase for unacceptable performance shall be entitled to be re-evaluated in six (6) months from the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated acceptable, the employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.
- (d) If the employee's performance continues to be unacceptable after the six (6) month re-evaluation period, the employee shall be given a final denial of a step increase for the remainder of the regular evaluation period. Denial of a step increase under this subsection may, at the employee's option, be subject to the collectively bargained grievance procedure for unit members.

(e) An employee at the top of his or her range shall have his or her performance evaluated at least annually within thirty (30) days of his or her anniversary date.

12.2 - – Premium Pay - City shall additionally pay a five percent (5%) premium for the following special assignments, provided that no such premium shall attach when the officer is otherwise working an eighty-four (84) hour shift:

- Professional Standards Supervisor (Sgt. rank only)
- Detective Sergeant
- Detective (ARCNET)
- K-9 Officer
- Motor Officer
- School Resource Officer
- Youth Resource Officer
- CET
- Any other assignment determined to be appropriate and approved by the Chief of Police in consultation with the Human Resources Department.

12.3 – Field Training Officer (FTO) - Any Police Unit member who serves as an FTO shall receive additional pay of five percent (5%) during actual training. Any Police Unit member who has been assigned as a FTO and serves in any other special assignment is entitled to additional premium pay to a maximum of ten percent (10%) of their salary during such assignment. The amounts in this article shall not be pyramided except as set forth above.

12.4 – Bilingual Pay - Employees certified to use sign language or to speak Spanish, or any of the Hmong languages (Chinese, White Lao, Blue Lao), or any other foreign language designated for Bilingual Pay by the City Manager, shall be paid a bonus equivalent to five percent (5%) of their base salary for such use on the job. Initial certification and any requirement with respect to demonstration of the continuing ability to use sign language or to speak the foreign language shall be determined by the City using methods selected by the Human Resource Department.

ARTICLE 13 - OVERTIME

13.1 - 7(k) Exemption -The City has adopted a fourteen (14) day work period pursuant to the "7k exemption" of 29 U.S.C. section 207(k) under the Fair Labor Standards Act (FLSA). Except as provided below in connection with uniformed patrol officers, an employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly base rate of pay for all hours worked in excess of eighty (80) hours in the fourteen (14) day work period. Uniformed patrol officers assigned to work twelve (12) hour shifts as outlined in Article 10.1 above, shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly base rate of pay for all hours worked in excess of eighty-four (84) hours in the fourteen (14) day work period. This section 13.1 does not preclude the Chief of Police from establishing the practice of scheduling an employee to work a pay period of any duration which is not less than eighty (80) hours and not more than eighty-four (84) hours, subject to the shift change provisions of the MOU. At all

times, the full eighty-four (84) hours shall be accounted for on the time card. Unassigned hours of the eighty-four (84) shall be so indicated.

(a) The City shall pay the PERS contribution, as required by the MOU, for the first eighty-four (84) hours of PERS eligible time worked during a pay period. Hours earned as overtime and paid at time and one-half (1/2) shall not be counted as PERS eligible hours. All overtime worked shall be authorized by a supervisor in advance, if possible. Otherwise, the claim for overtime shall be subject to review by the Department Head. Overtime may be paid as accrued compensatory time subject to the following: Compensatory time may not be accumulated in excess of two hundred forty (240) hours. Employees may cash out accumulated comp time twice per year (July and December) up to a maximum of eighty (80) hours per year unless otherwise restricted herein. Any cash out will be at the employee's current rate of pay inclusive of all premium pay.

(i) The "regular hourly base rate of pay" includes only salary as described in Article 13.1. Acting pay as set forth in Section 14.1 and educational incentive pay as provided in Article 18.4.

(b) In calculating overtime, the practice of the Finance Department shall be as follows:

(i) All hours appearing on the time card as "Reg Hours" shall first be totaled.

(ii) All hours otherwise defined as "hours worked" under the MOU shall then be totaled.

(iii) Finally, all hours recorded as overtime on the time card shall be totaled.

(iv) All hours totaled above, which are in excess of eighty-four (84) hours for patrol personnel and eighty (80) hours for special assignments during the pay period, shall be treated as overtime.

(v) In the case of correction of the time card by the Finance Department, the affected employee shall be given timely notice of such correction prior to the preparation of the pay check.

(c) Any assigned hours which are not worked, and are not otherwise accounted for through a reduction in accrued leave, shall be treated as Leave-Without-Pay ("LWOP") and the employee may be subject to a personnel action as prescribed in the personnel policies of the City.

(d) Accruals, and reductions in accruals, are based on an eighty (80) hour pay period.

13.2 - Hours Worked. - "Hours worked" means time spent in required court appearances as set forth in Article 15, and time paid for vacation, holidays, sick leave, CTO and administrative leave for officer involved shooting or other non-disciplinary leave.

13.3 - Call Out Minimum. - Bargaining Unit employees shall be paid a minimum of two (2) hours' pay for any time worked during the first hour when called-out for emergencies, and time and one-half (1/2) for each hour worked there-after. For example, should an employee be called-out to work two (2) hours of emergency duty he or she would be compensated with three and one-half (3 ½) hours' pay at the regular hourly base rate of pay; two (2) hours' pay for the first hour worked and one and one-half (1 ½) hours pay for the second hour worked.

13.4 - Pyramiding of Overtime. - There shall be no pyramiding or duplication of overtime payments and other premiums for the same hour worked.

13.5 - Compensatory Time. - Accrued compensatory time may be taken by the employee on an "hour accrued/hour off" basis. However, in the event an employee terminates his employment and/or the City is otherwise obligated or desires to "cash out" accrued compensatory time, the employee shall be paid for any accrued time at his or her then regular hourly base rate of pay.

13.6 - Maximum Comp Time Accrual. - Comp time may be accrued to a maximum of two hundred forty (240) hours.

ARTICLE 14 - ACTING PAY AND PROMOTION PAY

14.1 - Represented employees temporarily assigned to work in a higher classification by management shall be compensated for working their thirty-first (31st) consecutive day worked of such assignment within the fiscal year, and consecutive days worked thereafter, at a rate five percent (5%) above their normal rate of compensation while working in the higher classification. The conditions of this subsection are prerequisites to the receipt of any higher acting pay. At such time as an employee is no longer performing work out of his or her pertinent classification, he or she shall be compensated at his or her regular rate of pay for his or her pertinent classification.

14.2 - Represented employees promoted to work in a higher classification shall be placed in the lowest step of the higher classification that pays more than the employee received in the lower classification.

ARTICLE 15 - PAY FOR JURY DUTY: COURT APPEARANCES, "ON CALL" DUTY

15.1 - Any employee who shall be summoned for attendance to any court for jury duty during his or her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him or her shall be paid into the City treasury. Any employee who shall be called as a witness arising out of and in the course of his or her City employment shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him or her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during

such absence, except that he or she may, however, use Vacation Leave, Holiday Leave and Compensatory Leave for such absence.

15.2 - Represented employees shall be compensated for off-duty court appearances. The City will pay a minimum of three (3) hours for travel to and appearances in court at a rate of one and one-half (1 ½) times the base rate of pay. All travel shall be calculated based on the time required to travel from any Banning Police Station to the destination. All hours required in excess of three (3) hours shall be compensated at one and one-half (1 ½) times the base rate of pay.

15.3 - Employees required to be on call for court appearances before noon shall be compensated for one (1) hour. Those required to be on call for court purposes after noon shall be compensated for one (1) hour. Requirement for multiple court appearances in the same time frame shall constitute one (1) period of on call. For purposes of this section, an employee shall not be deemed to be on call while appearing in court. Employee shall not be paid for being on call under this Section for a day on which the employee is compensated for being in court under Section 15.2.

15.4 - Any detective scheduled for "on call" duty shall receive four (4) hours of either compensatory time off or pay for each scheduled day off on which the detective is assigned to "on call" duty, other than for court appearances as outlined above.

15.5 - An employee shall be on call for purposes of the receipt of the four (4) hours where:

- (a) the employee is scheduled to provide a mandatory response; and
- (b) that response is to be to the station, or other designated location within two (2) hours; and
- (c) the employee is required to provide the Department with sufficient information to obtain immediate contact with the employee.

15.6 - All Police Unit members who are required to respond to a traffic accident call out would receive a minimum of two (2) hours double time pay commencing thirty (30) minutes before their arrival time. The Evidence Technician will be entitled to receive a minimum of two (2) hours double time pay commencing thirty (30) minutes before his/her arrival for any call outs.

15.7 - Scheduled Training. Any employee who is scheduled by the Department to attend day long training during his or her normal shift or working hours shall be deemed to be on duty and there shall be no loss of salary. The Department will abide by the "day for a day" theory for any day long training not lasting more than four (4) days. This policy provides that the employee will not owe the Department time should the day long training course be shorter than the officer's regularly scheduled work day. This theory applies only to scheduled full-day training courses. For overtime calculation purposes, only actual hours in training will count as actual hours worked.

ARTICLE 16 - EQUIPMENT, UNIFORM ALLOWANCE, SAFETY AND TRAINING

16.1 - The City will provide covered employees safety equipment in accordance with California State Law. Said safety devices and safeguards shall remain the property of the City of Banning and their use may be required and regulated by the Department Head or his or her designee.

16.2 - The Department Head or his or her designee shall have sole authority to assign the use of or regulate the use of City property by represented employees including but not limited to City vehicles.

16.3 - The City agrees to pay a uniform allowance of \$110 per month to Police Unit members. Payments will be made on a monthly basis on the second pay period of the month. Such money shall be used for the purpose of purchasing and maintaining uniforms in order that individual officers and civilian employees who wear regulation uniforms may maintain a professional appearance.

16.4 - The City shall reimburse Police Unit employees the reasonable replacement value of personal property, not including uniforms for which the above uniform allowance is paid, which is destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to \$200 per pair. Replacement for watches is limited to \$50. Sums paid hereunder shall be secondary to any applicable insurance. If an individual pays a sum of money to the City pursuant to a court order as restitution for damaging the uniform of a bargaining unit employee, then the City will reimburse that amount to the Police Unit employee.

16.5 - The Department Head or his designee may at his or her discretion authorize an employee to carry optional weapons. Nothing in this Agreement shall require the Chief of Police to approve the use of any specific weapon or ammunition.

ARTICLE 17 - MILEAGE, MEALS AND OTHER TRAVEL REIMBURSEMENT

17.1 - The City will reimburse expenses for meals, lodging and tuition when a Police Unit employee attends a City directed educational program. Reimbursement shall be equal to but not exceed the amount permitted under applicable P.O.S.T. standards. If the employee's meals and lodging expenses exceed reimbursement provided by P.O.S.T., then the employee may be required to demonstrate that such expenses are reasonable by providing receipts for all expenses and written justification. Only reasonable expenses will be reimbursed.

17.2 - Accommodation arrangements for attendance at a City directed educational program shall be made by the Police Unit employee. The City agrees to provide any accompanying information concerning available lodging arrangements for the program to the employee as soon as it becomes available to the City.

17.3 - Upon request, an employee attending a City directed educational program shall receive an advance up to the P.O.S.T. established limits established for the particular educational program.

17.4 - At the conclusion of the educational program, the employee shall show by certificate awarded or some other manner that the program was attended and completed.

17.5 - Except as otherwise set forth in this MOU, the scheduling of training/educational programs shall be done in accordance with Departmental procedures.

ARTICLE 18 - TUITION AND BOOKS REIMBURSEMENT; EDUCATION INCENTIVE

18.1 - Qualifications - All Police Unit employees enrolled in an approved Bachelor of Arts/Science Degree or Master of Arts/Science Degree programs shall be eligible to receive reimbursement for tuition and cost of books actually paid for their approved professional and technical courses subject to the provisions below.

- (a) The employee has furnished evidence that the course has been completed with at least a "C" grade.
- (b) Police Unit employees will receive a maximum of \$3,000 for tuition and actual expenses paid for books for expenses incurred per fiscal year for any academic training in a university or college recognized by an accrediting institution as determined by the Human Resources Director.

18.2 - Reimbursement Requirements

(a) Requests for reimbursement must be completed and returned to the Human Resources Department within three (3) weeks after receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation).

(b) Reimbursements will be made only after proof of completion of course with "C" average or better and satisfactory receipts of payment for books and tuition are approved by the Human Resources Department.

18.3 - Attendance - Employees may utilize shift changes and one (1) hour or more increments of Vacation or Holiday Leave to attend courses that have been approved under this Article. Employees may also convert Sick Leave to Vacation Leave for this purpose.

18.4 - Education Incentive Pay - Educational incentive pay shall be earned as follows:

- (a) Possession of an Intermediate POST Certificate entitles the unit member to \$200 a month; and possession of a Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, entitles the employee to \$300 a month.
- (b) Possession of an Associate of Arts/Science Degree in any academic field entitles the employee to \$75 per month.
- (c) Possession of a Bachelors of Arts/Science Degree in any academic field entitles the employee to \$150 per month.
- (d) Possession of a Masters of Arts/Science Degree in any academic field entitles the employee to \$225 per month.
- (e) Possession of a Ph.D. in any academic field entitles the employee to \$300 per month.
- (f) Possession of an Intermediate POST Certificate and an Associate of Arts/Science Degree in any academic field entitles the employee to \$275 per month; Possession of an Intermediate POST Certificate and a Bachelors of Arts/Science Degree in any academic field entitles the employee to \$350 per month; Possession of an Intermediate POST Certificate and a Masters of Arts/Science Degree in any academic field entitles the employee to \$425 per month; Possession of an Intermediate POST Certificate, and a Ph.D. in any academic field entitles the employee to \$500 per month.
- (g) Possession of the Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate and an Associate of Arts/Science Degree in any academic field entitles the employee to \$375 per month; Possession of the Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, and a Bachelors of Arts/Science Degree in any academic field entitles the employee to \$450 per month; Possession of the Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, and a Masters of Arts/Science Degree in any academic field entitles the employee to \$525 per month; Possession of the Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, and a Ph.D. in any academic field entitles the employee to \$600 per month.

(h) For all Police Unit members who are employed with the City at the time of the execution of this MOU, **possession** of 60 semester units from an accredited college with a minimum of 39 units being in an occupationally related field (i.e. Police Science, Social Science, Political Science, Public Administration, etc.) shall entitle the employee to receive pay of \$100 per month. Determination as to whether courses are occupationally related will be made by the Department Head with right of appeal to the City Manager.

(i) The amounts in this article shall not be pyramided except as set forth above.

ARTICLE 19 - SICK AND BEREAVEMENT LEAVE

19.1 - Sick Leave Accrual - Represented employees shall accrue three and sixty-nine hundredth (3.69) hours of Sick Leave per pay period. Sick Leave shall accrue without limit.

19.2 - Use of Sick Leave - Sick Leave, shall be granted only where consistent with the City's sick leave and Pregnancy Leave policy (currently AP-1 and AP-02).

19.3 - [Intentionally left blank]

19.4 - Conversion to Vacation - Any employee who has taken forty (40) hours of Sick Leave or less during the fiscal year ending June 30 of each year shall be entitled to convert up to forty (40) hours of unused sick leave to vacation. The month of August will be the month for annual conversion. Only those employees who have completed twelve (12) months of service with the City as of June 30th of any year will be eligible for such annual conversion and there shall be no interim pro-rata conversion.

For fiscal year 2009-2010, all annual cash out and/or conversion of hours options related to all types of accrued leave shall be reduced by fifty percent (50%) for each Police Unit member. All existing accrual maximums (caps) shall remain in place.

19.5 - Cash Out Upon Separation - After ten (10) years continuous City service, and upon voluntary separation under satisfactory conditions or involuntary disability retirement, sworn personnel shall be eligible to receive a cash payment equivalent to forty percent (40%) of all unused sick leave less the total number of hours converted to vacation, as set forth above. Civilian personnel shall be eligible to receive a cash payment equivalent to thirty percent (30%) of all unused sick leave less the total number of hours converted to vacation, as set forth above. Such reimbursement will be computed based upon the employee's final compensation rate.

19.6 - Conversion to Deferred Compensation - Beginning with the 11th year of City service, unit members may convert the value of the total amount of their sick leave bank, minus forty (40) hours, to either Deferred Compensation, or the Retiree Health Savings. Thereafter, the employee may contribute one hundred percent (100%) of the value of unused sick leave, minus forty (40) hours for such purposes.

For fiscal year 2009-2010, all annual cash out and/or conversion of hours options related to all types of accrued leave shall be reduced by fifty percent (50%) for each Police Unit member. All existing accrual maximums (caps) shall remain in place.

19.7 - Use of Other Leave - An employee who has exhausted all accumulated Sick Leave while on Sick Leave may utilize accrued Vacation or Holiday Leave or accrued compensated time off for the purposes described in 19.2 above or 19.8 below.

19.8 - Bereavement Leave - Employees covered by this Agreement will be allowed three (3) shifts off duty with pay for Bereavement Leave upon the death of a member of their family. For the purpose of this subsection, "family" includes the following persons: the employee's spouse, mother, father, brother, sister, children, grandparents, grandchildren and the employee's spouse's mother, father, brother, sister, children, grandparents and grandchildren.

ARTICLE 20 - VACATION AND HOLIDAY LEAVE

20.1 - Vacation Leave Accrual - For employees of the City as of date of this Agreement, Vacation Leave shall accrue in accordance with the following schedules:

- (a) one (1) through four (4) years service: ten (10) days per year = three and eight-hundredth (3.08) hours per pay period
- (b) Beginning the fifth (5th) year through the ninth (9th) year: fifteen (15) days per year = four and sixty-two hundredth (4.62) hours per pay period
- (c) Beginning the tenth (10th) year & thereafter: twenty (20) days per year = six and fifteen hundredth (6.15) hours per pay period

20.2 - Maximum Accrual - Vacation Leave may be accrued to a maximum of three-hundred twenty (320) hours for non-supervisory personnel and three-hundred thirty-six (336) hours for supervisory personnel. Holiday leave may be accrued to a maximum of one-hundred sixty (160) hours per employee.

20.3 - Approval Required - Vacation Leave shall be taken with approval of the Department Head at any time following the completion of the one (1) year probationary period, but the Vacation Leave taken shall not be in excess of that actually accrued at the time such Vacation Leave is taken. Vacation Leave must be approved a minimum of fourteen (14) days in advance of the first day of such Vacation by the Department Head or his or her designee. Exceptions may be made to the fourteen (14)-day notice requirement for emergencies or at the discretion of the City by the Department Head or Division Supervisor.

20.4 - Payment Upon Termination - Any employee, who has been in continuous full-time service of the City for a period of 1 year or more, who is about to terminate his or her employment and has earned Vacation Leave to his or her credit, shall be paid for such Vacation Leave on the effective date of such termination. It shall not be necessary to carry such employee on the payroll for the Vacation Leave period, and the vacancy

created may be filled at any time after the employee ceases to perform the duties of his or her office or employment. When separation is caused by death, payment of all outstanding compensation, including Salary and all remaining Sick Leave, Vacation, Comp Time or Holiday Time accruals shall be paid into the employee's direct deposit account the same as regular payroll.

20.5 - Payment of Excess Hours - Unused vacation accrual in excess of the employee's annual entitlement, if any, may be paid off at the option of the employee up to a maximum of forty (40) hours every twelve (12) months. The employee may otherwise be scheduled for mandatory vacation time off by the Department Head for a period of time equal to the excess accrual.

For fiscal year 2009-2010, all annual cash out and/or conversion of hours options related to all types of accrued leave shall be reduced by fifty percent (50%) for each Police Unit member. All existing accrual maximums (caps) shall remain in place.

20.6 - Holidays - City Holidays are as follows:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas
one (1) floating holiday

20.7 - Holiday Accrual - Employees shall accrue Holiday leave at the rate of three and thirty-eight hundredths (3.38) hours per pay period.

20.8 - Approval Required - Holiday Leave must be approved a minimum of fourteen (14) days in advance by the Department Head or his or her designee of the first day of such Holiday leave. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City by the Department Head or immediate supervisor.

20.9 - Cash Out – Employees may cash out accrued holiday leave twice per year (July and December) up to a maximum of 88 hours per calendar year.

For fiscal year 2009-2010, all annual cash out and/or conversion of hours options related to all types of accrued leave shall be reduced by fifty percent (50%) for each Police Unit member. All existing accrual maximums (caps) shall remain in place.

20.10 - Payment Upon Termination - Any employee who is about to terminate his or her employment, and has earned Holiday Leave to his or her credit, shall be paid for such Holiday Leave on the effective date of such termination.

ARTICLE 21 - MEDICAL AND DENTAL INSURANCE

21.1 City Contributions to Cafeteria Plan - The City agrees to the following contribution to each employee's cafeteria account: The City will contribute to each employee's cafeteria account an amount equal to the payment of that employee's medical insurance premium related to a City sponsored medical plan (excludes dental) up to a maximum of \$11,000 annually. In addition, the City will contribute \$50 per month into each employee's cafeteria account. An employee opting out of a City sponsored medical plan, i.e. demonstrating proof of medical coverage from another plan, will receive a cafeteria contribution equal to \$5,725 plus an additional \$50 per month. These dollars may be used toward any City benefit offered under the cafeteria plan. All dollars will be allocated equally on a month. Employees will be responsible for all taxes associated with this payment.

(a) The contribution shall first be used to provide for health insurance for the employee. The employee shall be covered by health insurance with a City approved health insurance plan unless the employee provides proof to the City that the employee is covered by another acceptable health plan as determined by the City's Human Resource Department. Additionally, all members of the Police Unit shall participate in a long-term disability plan approved for participation by the members of the Police Unit, provided that such plan does not require the City to incur costs for its administration.

(b) The balance may be used for any of the following or any combination thereof:

- (i) Health insurance for the employee's spouse and/or dependents.
- (ii) Dental Plan for the employee, and the employee's spouse and/or dependents.
- (iii) Eye care plan for the employee, and the employee's spouse and/or dependents.
- (iv) Deferred compensation program.

21.2 IRS 125 Plan - Police Unit employees may participate in the City's Internal Revenue Section 125 program which will allow employees to allocate specified amounts of monthly pretax salary or wages for the reimbursement of medical care expenses, dependent care expenses, or both. Premiums for LTD are excluded from the pretax provisions of the Section 125 program.

21.3 Insurance Advisory Committee - The City shall maintain the Insurance Advisory Committee to which the Association may appoint two (2) representatives.

21.3.1 Purpose. The purpose of the Advisory Insurance Committee shall be to advise the City relative to health, life, and related insurance plans which may be provided to employees of the City of Banning including the type of plans, scope of coverage, and the selection of insurance carriers.

21.3.2 Voting. The Insurance Committee shall determine issues by a majority vote of the members, each member having one (1) vote, except that any such determination shall constitute an advisory recommendation only to the City Manager.

21.3.3 Selection of Members. Insurance Committee Members shall be selected as follows:

- (a) Representatives of bargaining units shall be selected in a manner to be determined by each respective unit.
- (b) The City's Representative shall be the City Manager or his designated representative.

21.3.4 Meetings. The Insurance Advisory Committee shall meet as may be necessary to conduct the business of the committee.

21.3.5 Status. The Insurance Advisory Committee will be advisory only, with no power or prerogative to decide on behalf of the City on issues pertaining to employee insurance coverage.

ARTICLE 22 - RETIREMENT AND MEDICARE.

22.1 PERS - The City will pay each Police Unit member's employee contribution to the Public Employees Retirement System (PERS). The City shall pay nine percent (9%) of the Public Safety (sworn personnel) employees' regular and special compensation as defined by PERS as the date of this Agreement and eight percent (8%) of the Miscellaneous (civilian personnel) employees.

22.2 PERS Formulas - The City agrees to continue to pay the employer's portion of the "Three Percent at Fifty" (3% @ 50) Public Safety PERS Retirement for Public Safety (sworn personnel) employees and the Two Point Five Percent at Fifty-Five (2.5% @ 55) Miscellaneous PERS Retirement. Both plans contain the "single highest year" benefit.

22.3 F.I.C.A. - Police Unit employees will pay employee portion of FICA and the City shall be responsible for payment of the employer's portion.

ARTICLE 23 – MISCELLANEOUS BENEFITS

23.1 Life Insurance - The City shall provide a life insurance policy to each employee in the Police Unit in the amount of \$50,000.00.

23.2 Direct Deposit - All Police Unit employees shall be paid by direct deposit of their payroll check into an account of their choice, except those employees who either do not hold an account with a financial institution that offers direct deposit or who do not hold an account of any type and such employees will be required to pay a \$10 administration fee per payroll. It shall be the responsibility of the employee to establish and maintain such account.

23.3 Computer Loan - Every Police Unit employee shall be entitled to participate in an interest free loan program for the purchase of a computer. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. The cumulative amount of loans outstanding hereunder shall not exceed \$20,000. The loan shall be upon the terms and conditions established by the City. These conditions shall include the prohibition against developing, maintaining or storing any department files or department related files or information or any criminal justice files, including but not limited to Megan's Law files and information, on such equipment. Wrongful possession of such information on the equipment shall constitute grounds for discipline up to and including dismissal. For purposes of this section "department files or department related files" are information concerning any individual or group of individuals, developed or obtained in the course and scope of the duties of the owner of the equipment purchased hereunder, or the course and scope of the duties of the provider of the information to such owner, as a law enforcement officer or employee of a law enforcement agency. The definition includes, but is not limited to, information regarding an individual or group of individuals which is not available to the general public and which is available to the owner of the equipment because, and not necessarily solely because, of their status as a public safety officer.

23.4 - Utility Allowance - Any Police Unit employee who resides within the City shall receive \$150 per month as a discount against the cost of electric and water service during the period of such residency.

23.5 - Deferred Compensation Plan – The City has established a deferred compensation plan under Section 457 of the IRS code. Police Unit employees may participate in this plan at their own expense and at their option. Employees may opt to deposit into their established deferred compensation account, any funds paid to them under any leave pay out provisions in this MOU. Deposits into deferred compensation accounts shall be subject to IRS rules and regulations.

23.6 – Gun Loan – The City has established a loan program for those police officers approved by the Chief of Police who wish to purchase a weapon. Repayment of the loan shall be through payroll deduction. The complete policy is established in Resolution 2005-66.

ARTICLE 24- LAYOFFS AND RE-EMPLOYMENT

24.1 - Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction in force of full-time classified personnel due to insufficient work or lack of funds.

24.2 - Reasons for Lay Off. The City of Banning retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means that a category of work effort within the City can be fulfilled with fewer employees at a level of service acceptable to the City. Lack of funds means that the City in its sole discretion has determined that it cannot sustain operations at the current level of employment within the funding available. For the purpose of this subsection, the determination of the City shall be binding.

24.3 Notice of Lay Off. Any lay off initiated under the provisions of this Agreement can take place at any time during the year. The City shall notify the affected employees in writing at least ten (10) working days prior to the employee's last day of work. The City reserves the right to pay the employee for such ten (10) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to the appropriate Police Unit representative. Any notice of lay off shall specify the reason for the lay off and the effective date. The form and timing of any such notice shall be subject to the established grievance procedure, provided however, the City's decision to lay off is not subject to the grievance procedure. The date of the layoff shall not be delayed by the pendency of a grievance.

24.4 Order of Lay Off. Any lay off shall be effective within the job classification or job classifications selected by the City. Once the City has determined which classification or classifications will be affected by the layoff, the order of lay off shall be based on seniority among employees in the classification with "satisfactory job performance." "Satisfactory job performance" as used in this section shall be established when an employee has not more than two (2) overall less than satisfactory evaluations within the past five (5) years. For purposes of this Article, seniority is defined as the length of uninterrupted service within the classification of employees to be laid off as measured from the date of the layoff notice.

24.5 Reduction of Class. Any employee who has been designated to be laid off may choose to be reduced in class and compensation if the employee has greater seniority in a class than those employees in a lower class or position.

24.6 Equal Seniority. If two (2) or more employees subject to lay off have equal class seniority, then the determination as to who has greater seniority shall be based upon total length of uninterrupted service with the City.

24.7 Reemployment Rights. Laid off employees will be eligible for reemployment under the provisions of the Personnel Rules.

24.8 Reduction in Workweek. The Personnel Rules authorize the City Council to change or alter the work week by resolution.

ARTICLE 25- GRIEVANCE AND DISCIPLINE APPEALS PROCEDURE

25.1 - Procedure - Subject to the provisions of this MOU, any permanent Police Unit employee who has a grievance, as defined below, or has been disciplined, as defined below, shall be entitled to have the matter reviewed through the procedures outlined in this Article. This Article shall also include and satisfy all rights which a permanent bargaining unit employee may have under California Government Code Section 3304(b).

25.2 - Definitions:

(a) For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "grievance" is defined as a dispute between the employee and the City, or the Union and the City, over the interpretation or application of this MOU, or the second denial of a step increase to an employee. The term "grievance" does not include "discipline" as defined herein.

(b) For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "discipline" is limited to any action taken by the City against a permanent Police Unit employee which (1) is punishment or discipline of the employee, (2) will result in a reduction or loss in the employee's salary, (3) is either (i) an involuntary termination from City employment (ii) involuntary suspension from employment without pay, (iii) involuntary move from one (1) job classification to another job classification where the second job classification has a lower rate of pay at the top step than the top step of the job classification from which the employee was moved, or (iv) involuntary reduction in step within a job classification, and (4) is not the result of a lay off or (v) a written reprimand.

25.3 - Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance or discipline on an informal basis between the employee and, if he or she desires, the employee's representative, on the one hand, and the immediate supervisor, on the other hand. Presentation of such grievance or discipline shall be made within fourteen (14) calendar days of the incident causing the grievance or discipline, or the date on which the employee first became aware of it.

25.4 - Step One. If the grievance or discipline is not adjusted to the satisfaction of the employee within seven (7) calendar days after presentation to the grievance or discipline to the immediate supervisor, and if the employee or the Union wishes to resolve the matter, the grievance or discipline shall be submitted in writing by the employee or his or her representative to the Police Chief in consultation with the Human Resources Director within the next fourteen (14) calendar days. The Police Chief shall meet with the employee, his or her representative or both within seven (7) calendar days of receipt of such written grievance; and deliver his or her decision in writing to the employee, along with reasons for such decision, within seven (7) calendar days after meeting.

25.5 Step Two. If the grievance or discipline dispute is not adjusted to the satisfaction of the employee and the union under the procedures set forth immediately above, the employee or his/her representative may submit written notice to the City Manager of his/her intent to submit the matter to mediation. Such written notice must be delivered to the City Manager within fourteen (14) calendar days after the date of the Chief of Police's written decision. The Union agrees that submission of any matter to mediation must be by mutual agreement of the Union and the City, with each party to bear their own costs. If the parties mutually agree to mediation, the following procedures apply:

- (a) Within seven (7) calendar days of receipt of the written notice, the Union and the City shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
- (b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and the Union shall attempt to agree on an arbitrator to preside at the advisory arbitration hearing. If the parties do not agree on an arbitrator, the Union and the City shall take turns striking the names of arbitrators from the FMCS list until one (1) name remains. The Union shall strike the first name.
- (c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the advisory arbitration hearing.
- (d) The City shall pay for the costs of the advisory arbitrator.

25.6 Grievances Related to MOU Interpretation - On grievances pertaining to the interpretation or administration of this MOU, the Union agrees that the decision of the arbitrator's decision shall be final and binding upon the City. On disputes related to discipline, the decision of the arbitrator shall be advisory to the City Manager, whose decision shall be the final decision of the City.

25.7 Grievances Related to Discipline - On grievances related to discipline, the written notice in Step Three below shall set forth in detail the employee's and/or Union's view of the basis for the disciplinary dispute and shall separately set forth the issue or issues to be submitted to the advisory arbitrator. The procedures set forth below shall be followed thereafter.

- (a) Within seven (7) calendar days of receipt of the written notice, the Union and the City shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
- (b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and the Union shall attempt to agree on an arbitrator to preside at the advisory arbitration hearing. If the parties do not agree on an arbitrator, the Union and the City shall take turns striking the names of arbitrators from the FMCS list until one (1) name remains. The Union shall strike the first name.

(c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the advisory arbitration hearing.

(d) The City shall pay for the costs of the advisory arbitrator.

25.8 Step 3 - Within seven (7) calendar days after the Union and City receive the advisory arbitrator's recommendation on the dispute related to discipline, either the Union or the Department Head may submit written argument to the City Manager as to whether the arbitrator's opinion should be accepted, rejected or modified. Within fourteen (14) calendar days after the seven (7) day-period above has expired, the City Manager shall advise the Union and the Department Head whether the City Manager is accepting, rejecting, or modifying the advisory arbitrator's recommended decision. The decision of the City Manager shall be final and binding.

25.9 - Modification of Time Limits - The above time limits may be modified by mutual agreement.

ARTICLE 26- SEVERABILITY CLAUSE

26.1 - Severability - If any of the provisions contained in this Memorandum of Understanding are determined to be unlawful, then only such provision(s) shall be deleted from this Memorandum of Understanding with the remainder of this Memorandum of Understanding remaining in force and effect. Upon the issuance of a decision by a Court of Competent Jurisdiction declaring any section of this Memorandum to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer as soon as possible concerning only those sections.

ARTICLE 27- COMPLETE AGREEMENT

27.1 Entire Agreement - This Agreement is the entire Agreement between the parties, terminating all prior agreements, whether written or oral, arrangements and practices, and, except as otherwise provided herein, shall conclude all meetings and conferences during the term of this Agreement.

27.2 Items Not Covered - All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 28- INVESTIGATION DOCUMENTS AND MATERIALS

The City shall continue to maintain investigation documents and material in accordance with its Records Management Program. No. A-28 in the Administrative Policy which was adopted by Resolution No. 2003-26.

ARTICLE 29 - RE-OPENERS

29.1 - During the term of this MOU, unless otherwise provided, the parties shall not meet and confer with respect to any subject or matter whether or not referred to in this MOU, unless mutually agreed to otherwise.

ARTICLE 30 – RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Union regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council.

In witness whereof, the parties have caused their signatures to be affixed this 10th day of November, 2009.

For: the City of Banning

Robert E. Botts
Mayor

For the Banning POA

Steve Hobb
President

Hoyl Belt,
Human Resources Director

Brian Walker
Board Member

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
01	Hourly Biweekly Annual	5,150.00 412.00 10,712.00	5,281.4 422.51 10,985.22	5,416.1 433.28 11,265.41	5,554.2 444.34 11,552.74	5,695.9 455.67 11,847.41	5,841.1 467.29 12,149.59	5,990.1 479.21 12,459.48	6,142.9 491.43 12,777.27	6,299.6 503.97 13,103.16	6,460.3 516.82 13,437.37	6,625.1 530.00 13,780.11	6,794.0 543.52 14,131.58	6,967.3 557.39 14,492.02	
02	Hourly Biweekly Annual	5,278.4 422.27 10,975.00	5,413.0 433.04 11,259.03	5,551.1 444.08 11,546.20	5,692.6 455.41 11,840.70	5,837.6 467.03 12,142.71	5,986.7 478.94 12,452.42	6,1394 491.16 12,770.03	6,2960 503.88 13,095.75	6,4566 516.53 13,429.77	6,6213 529.70 13,772.31	6,7902 543.21 14,123.58	6,9634 557.07 14,483.82	7,1410 571.28 14,853.24	
03	Hourly Biweekly Annual	5,410.6 432.85 11,254.00	5,548.6 443.89 11,541.04	5,690.1 455.21 11,835.41	5,835.2 466.82 12,137.28	5,984.1 478.73 12,446.86	6,1367 490.94 12,764.33	6,2832 503.46 13,059.89	6,4537 516.30 13,423.77	6,6183 529.47 13,766.15	6,7871 542.97 14,117.27	6,9603 556.92 14,477.35	7,1378 571.02 14,846.61	7,3198 585.59 15,225.28	
04	Hourly Biweekly Annual	5,545.7 443.65 11,535.00	5,687.1 454.97 11,829.21	5,832.2 466.57 12,130.93	5,980.9 478.47 12,440.34	6,1335 490.68 12,757.64	6,2899 503.19 13,083.04	6,4504 516.03 13,416.73	6,6149 529.19 13,758.94	6,7836 542.69 14,109.88	6,9566 556.53 14,469.76	7,1341 567.53 14,838.83	7,3160 585.28 15,217.31	7,5026 600.21 15,605.44	
05	Hourly Biweekly Annual	5,684.6 454.77 11,824.00	5,829.6 466.37 12,434.86	5,978.3 478.26 12,752.02	6,1308 490.46 13,077.27	6,2872 502.97 13,410.82	6,4475 515.80 13,732.88	6,7806 528.96 14,103.66	6,9536 542.45 14,463.39	7,1270 555.28 14,824.24	7,3088 570.47 15,210.60	7,4952 584.71 15,592.00	7,6864 599.62 15,598.57	7,8906 615.25 15,896.42	
06	Hourly Biweekly Annual	5,826.4 466.12 12,119.00	5,975.1 478.00 12,428.11	6,1275 490.20 13,070.17	6,2837 502.70 13,403.54	6,4440 515.52 13,745.41	6,6064 528.67 14,096.00	6,7769 542.15 14,455.54	6,9498 555.98 14,906.00	7,1235 569.88 15,194.88	7,3052 584.42 15,194.88	7,4916 599.32 15,582.44	7,6864 614.61 15,579.38	7,8825 630.60 16,395.52	
07	Hourly Biweekly Annual	5,972.1 477.77 12,422.00	6,124.4 485.96 12,738.84	6,2807 502.45 13,063.75	6,4408 515.27 13,396.96	6,6051 528.41 13,738.66	6,7736 541.89 14,089.08	6,9464 555.71 14,448.43	7,1235 569.88 14,816.96	7,3052 584.42 15,194.88	7,4916 599.32 15,582.44	7,6864 614.61 15,579.38	7,8795 630.28 16,387.47	8,0795 630.60 16,805.44	
08	Hourly Biweekly Annual	6,121.6 489.73 12,733.00	6,277.8 502.22 13,057.77	6,437.9 515.03 13,380.82	6,6021 528.17 13,732.37	6,7705 541.64 14,082.62	6,9432 555.45 14,441.81	7,1203 569.62 14,810.17	7,3019 584.15 15,187.92	7,4842 599.05 15,575.30	7,6781 614.33 15,964.28	7,8750 629.67 16,379.96	8,0758 630.00 16,379.96	8,2818 646.07 16,797.75	8,4867 662.55 17,226.19
09	Hourly Biweekly Annual	6,274.5 501.96 13,051.00	6,434.6 514.76 13,383.85	6,598.7 527.89 13,725.25	6,7670 541.36 14,075.32	6,9396 555.17 14,434.33	7,1166 563.55 14,802.49	7,2981 583.85 15,180.04	7,4842 598.74 15,567.23	7,6712 613.70 15,956.08	7,8709 614.01 16,363.05	8,0717 629.35 16,363.05	8,2775 645.73 16,789.04	8,4867 662.20 17,217.26	8,6666 678.74 17,647.33
10	Hourly Biweekly Annual	6,431.3 514.50 13,377.00	6,595.3 527.62 13,718.19	6,7605 541.08 14,058.09	6,9360 554.88 14,426.91	7,1097 568.78 14,788.20	7,2911 583.28 15,165.39	7,4770 598.16 15,552.20	7,6677 613.42 15,948.87	7,8633 629.06 16,355.67	8,0639 645.11 16,772.83	8,2695 661.55 17,200.64	8,4805 681.86 17,639.36	8,6968 695.74 18,089.27	8,9166 713.49 18,550.66
11	Hourly Biweekly Annual	6,592.3 527.38 13,772.00	6,7605 541.74 14,061.74	6,9329 554.83 14,420.40	7,1097 568.78 14,788.20	7,2911 583.28 15,165.39	7,4770 598.16 15,552.20	7,6677 613.42 15,948.87	7,8633 629.06 16,355.67	8,0639 645.11 16,772.83	8,2695 661.55 17,200.64	8,4805 681.86 17,639.36	8,6968 695.74 18,089.27	8,9166 713.49 18,550.66	9,1417 731.33 19,014.69
12	Hourly Biweekly Annual	6,757.2 501.58 14,055.00	6,929.6 554.36 14,413.49	7,1063 568.50 14,781.12	7,2876 583.00 15,156.12	7,4734 597.87 15,544.75	7,6641 613.12 15,941.23	7,8595 628.76 16,347.83	8,0600 644.80 16,764.80	8,2656 661.25 17,192.40	8,4764 678.11 17,630.91	8,6956 695.41 18,030.60	8,9143 713.14 18,541.77	9,1417 731.33 19,014.69	

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
13 Hourly Biweekly Annual	6,9260 554.08 14,406.00	7,1026 568.21 14,773.44	7,2838 582.70 15,150.25	7,4636 597.55 15,536.57	7,6601 612.81 15,982.95	7,8555 628.44 16,339.34	8,0558 644.46 16,756.09	8,2613 660.90 17,183.47	8,4720 677.76 17,621.75	8,6881 695.05 18,071.21	8,9097 712.77 18,532.14	9,1369 730.95 19,004.82	9,3700 749.60 19,489.55
14 Hourly Biweekly Annual	7,0990 567.92 14,766.00	7,2801 582.41 15,142.62	7,4658 597.26 15,528.85	7,6562 612.50 15,924.93	7,8515 628.12 16,331.11	8,0518 644.14 16,747.65	8,2571 660.57 17,174.82	8,4677 677.42 17,612.88	8,6837 694.70 18,062.11	8,9052 712.42 18,522.80	9,1323 730.59 18,995.25	9,3653 749.22 19,473.74	9,6041 768.33 19,976.59
15 Hourly Biweekly Annual	7,2764 582.12 15,135.00	7,4620 596.96 15,521.03	7,6524 612.19 15,916.91	7,8475 627.80 16,322.89	8,0477 643.82 16,739.22	8,2530 660.24 17,166.17	8,4655 677.08 17,604.01	8,6793 694.35 18,053.02	8,9007 712.06 18,513.48	9,1277 730.22 18,955.69	9,3605 748.84 19,469.93	9,5993 767.94 19,966.53	9,8441 787.53 20,475.80
16 Hourly Biweekly Annual	7,4587 596.69 15,514.00	7,6489 611.91 15,909.70	7,8440 627.52 16,315.49	8,0441 643.52 16,731.64	8,2492 659.94 17,158.39	8,4596 676.77 17,596.03	8,6754 694.03 18,044.84	8,8967 711.73 18,505.09	9,1236 729.89 18,977.08	9,3563 748.50 19,461.11	9,5949 767.60 19,957.49	9,8397 787.17 20,466.52	10,0906 807.25 20,988.54
17 Hourly Biweekly Annual	7,6452 611.62 15,902.00	7,8402 627.22 16,307.60	8,0402 643.21 16,723.54	8,2452 659.62 17,150.09	8,4555 676.44 17,587.52	8,6671 693.70 18,036.11	8,8724 711.39 18,496.13	9,1192 729.53 18,867.90	9,3518 748.14 19,451.68	9,5903 767.22 19,947.83	9,8349 786.79 20,456.62	10,0858 806.86 20,978.38	10,3430 827.44 21,513.46
18 Hourly Biweekly Annual	7,8361 626.88 16,299.00	8,0359 642.87 16,714.72	8,2409 659.27 17,141.05	8,4511 676.09 17,578.25	8,6665 693.33 18,026.60	8,8857 711.01 18,486.38	9,1144 729.15 18,957.90	9,3468 747.75 19,441.44	9,5852 766.82 19,937.31	9,8297 786.38 20,445.83	10,0804 806.44 20,967.32	10,3376 827.00 21,502.12	10,6012 848.10 22,050.55
19 Hourly Biweekly Annual	8,0322 642.58 16,707.00	8,2371 658.97 17,131.13	8,4472 675.77 17,570.13	8,6626 693.01 18,018.27	8,8836 710.69 18,477.84	9,1102 728.81 18,949.14	9,3425 747.40 19,432.46	9,5808 766.47 19,928.10	9,8252 786.01 20,436.39	10,0758 806.06 20,957.64	10,3328 826.62 21,492.18	10,5963 847.71 22,040.36	10,8866 869.33 22,602.52
20 Hourly Biweekly Annual	8,2327 658.62 17,124.00	8,4427 675.41 17,560.76	8,6560 692.64 18,006.67	8,8788 710.31 18,468.00	9,1053 728.42 18,939.04	9,3375 747.00 19,422.10	9,5757 765.67 19,917.48	9,8200 785.60 20,425.50	10,0654 805.23 20,936.02	10,3273 826.63 21,480.73	10,5907 847.25 22,028.62	10,8608 868.86 22,590.48	11,1378 889.03 23,166.67
21 Hourly Biweekly Annual	8,4385 675.08 17,552.00	8,6537 692.30 17,999.68	8,8744 709.95 18,455.78	9,1008 728.06 18,929.59	9,3298 746.63 19,412.41	9,5709 765.67 19,907.54	9,8150 785.20 20,415.30	10,0654 805.23 21,470.01	10,3221 825.77 21,017.62	10,5854 846.83 22,017.62	10,8554 868.43 22,579.21	11,1323 880.58 23,155.11	11,4162 913.30 23,745.71
22 Hourly Biweekly Annual	8,6395 691.96 17,931.00	8,8701 709.61 18,449.88	9,0964 727.71 18,920.46	9,3284 746.27 19,403.05	9,6663 765.31 19,897.94	9,9103 784.83 20,405.46	10,0557 804.84 20,925.92	10,3171 825.37 21,459.88	10,5803 846.42 22,007.01	10,8502 868.01 22,568.32	11,1259 889.72 23,143.94	11,4107 912.42 23,734.25	11,7017 912.86 24,339.62
23 Hourly Biweekly Annual	8,8659 709.27 18,441.00	9,0920 727.36 18,911.36	9,3238 745.91 19,393.71	9,6617 764.94 19,888.37	9,9066 784.45 20,395.64	10,0557 804.46 20,915.85	10,3122 824.97 21,449.33	10,5752 846.02 21,996.42	10,8449 867.59 22,557.46	11,1215 889.28 23,132.81	11,4052 912.42 23,722.83	11,6961 912.86 24,327.91	11,9444 912.86 24,948.41
24 Hourly Biweekly Annual	9,0875 727.00 18,902.00	9,3193 745.54 18,884.11	9,5570 764.55 19,877.53	9,8807 784.06 20,385.55	10,0507 804.06 20,905.50	10,3071 824.57 21,438.72	10,5700 845.60 21,985.53	10,8396 867.17 22,546.30	11,1160 889.28 23,121.36	11,3996 912.42 23,711.09	11,6903 912.86 24,315.87	11,9885 912.86 24,956.07	12,2943 912.86 25,572.09

**City of Banning
Salary Schedule
2.5506% Between Steps**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
25 Hourly Biweekly Annual	9,314.9	9,552.5	9,796.1	10,046.0	10,302.2	10,565.0	10,834.5	11,110.8	11,394.2	11,684.8	11,982.9	12,288.5	12,601.9
26 Hourly Biweekly Annual	745.19	764.20	783.69	803.68	824.18	845.20	866.76	888.86	911.54	934.79	958.63	983.08	1,008.15
27 Hourly Biweekly Annual	9,547.6	9,791.9	10,040.8	10,297.0	10,559.6	10,828.9	11,105.1	11,388.4	11,678.8	11,976.7	12,282.2	12,595.5	12,916.7
28 Hourly Biweekly Annual	763.81	783.29	803.27	823.76	844.77	866.31	888.41	911.07	934.31	958.14	982.58	1,007.64	1,033.34
29 Hourly Biweekly Annual	9,786.1	10,035.7	10,281.6	10,554.1	10,823.3	11,098.4	11,382.5	11,672.8	11,970.5	12,275.9	12,589.0	12,910.1	13,239.3
30 Hourly Biweekly Annual	782.88	802.85	823.33	844.33	865.87	887.95	910.60	933.82	957.64	982.07	1,007.12	1,032.80	1,059.15
31 Hourly Biweekly Annual	802.46	822.53	843.92	865.44	887.52	910.15	933.37	957.18	981.59	1,006.63	1,032.30	1,058.63	1,085.63
32 Hourly Biweekly Annual	822.54	843.52	865.03	887.10	909.72	932.98	956.72	981.12	1,006.15	1,031.81	1,058.13	1,085.12	1,112.79
33 Hourly Biweekly Annual	843.12	864.62	886.67	909.29	932.48	956.26	980.66	1,005.67	1,031.32	1,057.62	1,084.60	1,112.26	1,140.63
34 Hourly Biweekly Annual	864.19	886.23	908.84	932.02	955.78	980.17	1,005.17	1,030.81	1,057.10	1,084.06	1,111.71	1,140.07	1,169.15
35 Hourly Biweekly Annual	885.77	908.36	931.53	955.29	978.98	1,004.64	1,030.27	1,056.55	1,083.49	1,111.13	1,139.47	1,168.53	1,198.34
36 Hourly Biweekly Annual	907.92	931.08	954.83	979.18	1,004.16	1,029.77	1,055.51	1,082.43	1,110.04	1,138.92	1,167.97	1,197.16	1,227.70
37 Hourly Biweekly Annual	930.62	954.35	978.69	1,003.66	1,028.26	1,055.51	1,082.43	1,110.04	1,138.35	1,167.38	1,197.16	1,227.70	1,259.01
38 Hourly Biweekly Annual	966.00	24,813.14	25,446.03	26,095.05	26,760.63	27,443.19	28,143.16	28,846.85	29,532.62	30,337.15	31,110.93	31,904.45	32,718.20
39 Hourly Biweekly Annual	11,632.7	11,929.4	12,238.7	12,545.7	12,856.7	13,193.8	13,530.4	13,875.5	14,222.4	14,592.3	14,964.5	15,346.2	15,737.6
40 Hourly Biweekly Annual	11,349.0	11,638.5	11,935.4	12,239.8	12,552.0	12,872.1	13,200.4	13,537.1	13,882.4	14,236.5	14,599.6	14,972.0	15,353.9
41 Hourly Biweekly Annual	11,622.7	12,227.7	12,539.6	12,859.4	13,187.4	13,523.7	13,868.7	14,222.4	14,585.2	14,957.2	15,338.7	15,729.9	16,1311
42 Hourly Biweekly Annual	933.88	978.21	1,003.16	1,028.75	1,054.99	1,081.9	1,109.49	1,137.79	1,166.51	1,196.57	1,227.09	1,258.39	1,280.49
43 Hourly Biweekly Annual	977.73	1,002.67	1,028.24	1,054.47	1,081.36	1,108.85	1,137.23	1,165.24	1,195.98	1,226.49	1,257.77	1,289.85	1,322.75
44 Hourly Biweekly Annual	1022.16	12,533.4	12,853.0	13,180.9	13,517.1	13,861.8	14,215.4	14,578.0	14,949.8	15,331.1	15,722.1	16,1231	16,5344
45 Hourly Biweekly Annual	1069.39	26,094.39	26,734.31	27,446.20	28,115.48	28,832.59	29,567.99	30,322.16	31,095.55	31,888.68	32,702.03	33,536.13	34,391.50

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	
37	Hourly Biweekly Annual	12,527.4 1,002.19 26,057.00	12,846.9 1,027.75 27,403.17	13,174.6 1,053.87 28,102.12	13,510.6 1,080.85 28,818.89	13,855.2 1,108.42 29,553.94	14,208.6 1,135.59 30,307.75	14,5710 1,165.68 31,080.78	14,9427 1,195.41 31,873.52	15,3238 1,225.90 32,686.49	15,7147 1,257.17 33,520.19	16,1155 1,288.24 34,375.16	16,5265 1,322.12 35,251.93	
38	Hourly Biweekly Annual	12,840.4 1,027.23 26,708.00	13,167.9 1,053.43 27,359.22	13,503.8 1,080.30 28,087.81	13,846.2 1,107.45 28,804.21	14,201.4 1,136.11 29,558.89	14,563.6 1,165.09 30,292.31	14,9351 1,194.81 31,064.95	15,3160 1,225.28 31,857.29	15,7067 1,256.53 32,669.84	16,1073 1,288.58 33,503.12	16,5181 1,321.45 34,357.65	16,9394 1,355.15 35,233.98	17,3715 1,389.72 36,132.66
39	Hourly Biweekly Annual	13,161.5 1,052.92 27,376.00	13,497.2 1,079.78 28,074.25	13,841.5 1,107.32 28,790.31	14,194.5 1,135.56 29,524.64	14,556.6 1,164.53 30,277.70	14,927.9 1,194.23 31,049.96	15,3086 1,224.69 31,841.92	15,6991 1,255.93 32,654.08	16,0985 1,287.96 33,486.95	16,5101 1,320.81 34,341.07	16,9312 1,354.50 35,216.97	17,3631 1,389.05 36,115.22	17,8059 1,424.48 37,036.37
40	Hourly Biweekly Annual	13,490.4 1,079.23 28,060.00	13,834.5 1,106.76 28,775.70	14,187.3 1,134.99 29,509.65	14,549.2 1,163.94 30,262.32	14,920.3 1,193.62 31,034.20	15,3008 1,224.07 31,825.75	15,6911 1,255.29 32,637.50	16,0913 1,287.31 33,469.95	16,5017 1,320.14 34,323.64	16,9326 1,353.81 35,199.10	17,3543 1,386.34 36,096.88	17,7969 1,423.75 37,017.57	18,2508 1,460.07 37,951.74
41	Hourly Biweekly Annual	13,827.9 1,106.23 28,762.00	14,180.6 1,134.45 29,495.60	14,523 1,163.38 30,247.92	14,913.2 1,193.05 31,019.42	15,293.6 1,223.48 31,810.60	15,683.6 1,254.69 32,621.96	16,0837 1,286.69 33,454.02	16,4839 1,319.51 34,307.30	16,9146 1,353.17 35,182.34	17,3460 1,387.68 36,079.70	17,7884 1,423.08 36,999.95	18,2421 1,459.37 37,943.67	18,7074 1,486.59 38,911.46
42	Hourly Biweekly Annual	14,173.6 1,133.88 29,481.00	14,535.1 1,162.81 30,232.94	14,905.8 1,192.46 31,004.06	15,286.0 1,222.88 31,794.85	15,675.9 1,254.07 32,605.81	15,983.6 1,286.06 33,437.46	16,4857 1,325.20 34,290.31	16,9062 1,352.50 35,164.92	17,3374 1,386.99 36,061.84	17,7796 1,422.37 36,981.63	18,2331 1,458.65 37,924.88	18,7784 1,495.85 38,892.20	19,1751 1,534.01 39,884.18
43	Hourly Biweekly Annual	14,527.9 1,162.23 30,228.00	14,898.4 1,191.87 30,988.74	15,278.4 1,222.27 31,778.14	15,668.1 1,253.45 32,589.70	16,067.8 1,285.42 33,420.93	16,477.6 1,318.21 34,273.36	16,8979 1,351.83 35,147.54	17,3289 1,386.31 36,044.01	17,7370 1,421.67 36,963.35	18,2241 1,457.93 37,905.14	18,6989 1,495.11 38,872.97	19,1656 1,532.47 39,844.22	19,6544 1,533.25 40,864.47
44	Hourly Biweekly Annual	14,890.9 1,191.27 30,973.00	15,270.7 1,221.65 31,763.00	15,660.2 1,252.81 32,573.14	16,059.6 1,284.77 33,403.95	16,469.2 1,317.54 34,255.95	16,889.3 1,351.14 35,129.69	17,3201 1,385.60 36,025.71	17,7618 1,420.95 36,944.58	18,2148 1,457.19 37,886.89	18,6794 1,494.35 38,853.23	19,1559 1,532.47 39,824.15	19,6445 1,571.56 40,844.22	20,1455 1,572.36 40,881.25
45	Hourly Biweekly Annual	15,263.0 1,221.04 31,747.00	16,652.3 1,252.18 32,556.74	16,051.5 1,284.12 33,387.13	16,460.9 1,316.07 34,238.70	16,880.8 1,350.46 35,112.00	17,303.0 1,384.24 36,007.56	17,7459 1,420.23 36,925.97	18,2057 1,456.45 37,867.80	18,6700 1,483.60 38,833.66	19,1462 1,531.70 39,804.90	19,6346 1,570.77 40,820.16	20,1354 1,570.77 40,839.91	20,6489 1,571.56 41,881.57
46	Hourly Biweekly Annual	15,644.7 1,251.58 32,541.00	16,043.7 1,283.50 33,370.98	16,453.0 1,316.24 34,222.15	16,872.6 1,349.81 35,005.02	17,305.2 1,384.24 35,990.16	17,744.3 1,419.54 37,849.50	18,196.9 1,455.75 38,814.89	18,6610 1,492.16 38,786.29	19,1370 1,530.96 39,785.83	19,6251 1,589.25 40,800.60	20,1256 1,609.28 41,841.26	20,6390 1,650.83 42,908.47	21,1654 1,681.12 44,023.98
47	Hourly Biweekly Annual	16,036.1 1,282.88 33,355.00	16,445.1 1,316.24 35,076.74	16,864.5 1,348.16 35,972.91	17,294.7 1,385.57 36,890.43	17,735.8 1,418.86 37,831.86	18,188.2 1,455.05 38,796.29	18,652.1 1,492.16 39,785.83	19,1278 1,530.22 40,800.60	19,6157 1,589.25 41,800.60	20,1160 1,608.49 42,908.47	20,6291 1,650.83 42,908.47	21,1552 1,682.42 44,002.89	21,6948 1,735.59 45,125.23
48	Hourly Biweekly Annual	16,437.0 1,314.96 34,183.00	16,856.3 1,348.50 35,011.02	17,286.2 1,382.90 35,955.29	17,727.1 1,418.17 36,872.37	18,179.2 1,454.34 37,812.83	18,642.9 1,491.43 38,777.29	19,118.4 1,529.47 39,766.34	19,606.1 1,568.49 40,780.62	20,1061 1,608.49 41,820.77	20,619.0 1,649.52 42,987.45	21,1449 1,691.59 43,981.34	21,6842 1,734.74 45,103.13	22,2373 1,778.98 46,253.53

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	
49	Hourly Biweekly Annual	16,847.66 1,382.18 35,043.00	17,277.33 1,417.44 36,936.81	17,718.00 1,453.59 37,793.39	18,169.66 1,490.67 38,757.35	18,6241 1,527.93 39,726.20	19,0991 1,566.90 40,759.46	19,5863 1,606.87 41,778.56	20,0858 1,647.85 42,844.16	20,5982 1,689.88 43,936.95	21,1235 1,732.98 45,057.60	21,6730 1,777.19 46,206.84	22,2258 1,822.52 47,356.39	22,7927 1,878.07 47,408.89
50	Hourly Biweekly Annual	17,2688 1,416.74 35,919.00	17,7092 1,452.87 36,835.15	18,1608 1,489.93 37,774.67	18,6241 1,527.93 38,738.15	19,0991 1,566.90 39,706.63	19,5863 1,606.87 40,719.39	20,0858 1,647.85 41,759.46	20,5982 1,689.88 42,823.05	21,1235 1,732.98 43,915.30	21,6623 1,773.98 45,035.40	22,2148 1,777.19 46,184.07	22,7814 1,822.52 47,362.05	23,3625 1,869.00 48,594.01
51	Hourly Biweekly Annual	17,7005 1,452.16 36,817.00	18,1519 1,489.19 37,756.05	18,6149 1,527.18 38,719.06	19,0987 1,566.13 39,706.63	19,5766 1,605.08 40,719.39	20,0759 1,647.04 41,757.97	20,5880 1,689.05 42,823.05	21,1131 1,732.13 43,894.30	21,6516 1,773.46 45,013.87	22,2039 1,776.31 46,161.99	22,7702 1,821.62 47,339.40	23,3510 1,868.08 48,570.06	23,9466 1,915.73 49,808.89
52	Hourly Biweekly Annual	18,1433 1,451.46 37,738.00	18,6060 1,488.48 38,700.55	19,0806 1,526.45 39,687.64	19,5673 1,565.38 40,698.91	20,0663 1,605.31 41,738.01	20,5792 1,646.25 42,802.58	21,1030 1,688.24 43,894.30	21,6413 1,731.30 45,013.87	22,1933 1,775.46 46,161.99	22,7593 1,820.75 47,339.40	23,3398 1,867.19 48,546.84	23,9351 1,914.81 48,785.07	24,5456 1,963.65 51,054.88
53	Hourly Biweekly Annual	18,59866 1,487.73 38,681.00	19,0710 1,525.68 39,657.60	19,5574 1,564.59 40,677.36	20,0562 1,604.50 41,716.53	20,5878 1,645.42 42,780.96	21,0924 1,687.39 43,872.13	21,6304 1,730.43 44,981.13	22,1821 1,774.78 46,138.68	22,7478 1,819.83 47,315.49	23,3280 1,866.24 48,522.32	23,9230 1,913.84 49,759.93	24,5532 1,962.66 51,028.11	25,1590 2,012.72 52,330.65
54	Hourly Biweekly Annual	19,0615 1,524.92 39,648.00	19,5477 1,563.82 40,658.26	20,0463 1,603.70 41,696.32	20,5576 1,644.61 42,759.82	21,0819 1,686.56 43,850.46	21,6197 1,728.57 44,968.91	22,1711 1,773.69 46,115.88	22,7366 1,818.93 47,292.11	23,3165 1,865.32 48,498.35	23,9112 1,912.90 49,755.35	24,5211 1,961.89 51,003.89	25,1465 2,011.72 52,304.80	25,7879 2,063.03 53,388.89
55	Hourly Biweekly Annual	19,5380 1,563.04 40,639.00	20,0363 1,602.91 41,675.54	20,5474 1,643.79 42,738.51	21,0714 1,685.72 43,828.60	21,6089 1,728.71 44,946.50	22,1600 1,772.80 46,092.90	22,7253 1,818.02 47,265.55	23,3049 1,864.39 48,474.18	23,8993 1,911.94 49,710.56	24,5089 1,960.71 50,3978.48	25,1340 2,010.72 52,278.73	25,7751 2,062.01 53,612.16	26,4325 2,114.60 54,979.58
56	Hourly Biweekly Annual	20,0264 1,602.12 41,555.00	20,5372 1,642.98 42,717.45	21,0611 1,684.88 43,807.00	21,5982 1,727.86 44,924.35	22,1491 1,771.93 46,070.19	22,7141 1,817.13 47,245.25	23,2934 1,863.47 48,450.23	23,8875 1,911.00 49,662.27	24,4968 1,959.74 50,928.96	25,1216 2,009.73 52,227.95	25,7624 2,060.98 53,585.74	26,4195 2,113.56 54,952.49	27,0933 2,167.47 56,354.11
57	Hourly Biweekly Annual	20,5274 1,642.19 42,597.00	21,0510 1,684.08 43,786.03	21,5879 1,727.03 44,902.84	22,1385 1,771.08 46,046.13	22,7032 1,818.26 47,222.63	23,2823 1,862.58 48,427.09	23,8761 1,910.09 49,662.27	24,4851 1,958.81 50,903.34	25,1096 2,008.77 52,201.68	25,7500 2,060.00 53,585.74	26,4068 2,112.55 54,926.18	27,0804 2,166.43 56,327.13	27,7711 2,221.68 57,763.81
58	Hourly Biweekly Annual	21,0404 1,683.23 43,784.00	21,5770 1,726.16 44,880.24	22,1074 1,770.19 46,024.96	22,6891 1,815.34 47,198.87	23,2705 1,861.64 48,402.73	23,8641 1,909.13 49,637.29	24,4728 1,957.82 50,903.34	25,0970 2,007.76 52,201.68	25,7371 2,058.97 53,533.13	26,3935 2,111.48 54,898.55	27,0667 2,165.34 56,288.79	27,7571 2,220.57 57,734.75	28,4651 2,277.21 59,207.33
59	Hourly Biweekly Annual	21,5663 1,725.31 44,558.00	22,1164 1,769.31 46,002.15	22,6805 1,814.44 47,175.48	23,2590 1,860.72 48,378.74	23,8523 1,908.18 49,612.68	24,4606 1,956.85 50,878.11	25,0845 2,006.76 52,175.80	25,7243 2,057.95 53,506.60	26,3805 2,110.44 54,871.34	27,0533 2,164.26 56,270.89	27,7433 2,219.47 57,706.13	28,4510 2,276.08 59,177.98	29,1766 2,334.13 60,687.38
60	Hourly Biweekly Annual	22,1058 1,768.46 45,980.00	22,6696 1,813.57 47,152.77	23,2478 1,859.82 48,355.44	23,8408 1,907.26 49,588.80	24,4489 2,005.80 50,853.61	25,0724 2,056.96 53,480.84	25,7119 2,109.42 54,844.92	26,3677 2,163.22 56,243.79	27,0403 2,218.40 57,678.35	27,7300 2,274.98 58,149.49	28,4373 2,333.01 60,658.16	29,1626 2,392.51 62,205.31	

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>				
61	Hourly Biweekly Annual	22,658.82 1,812.65 47,112.90	23,236.1 1,858.89 48,331.07	23,888.8 1,906.30 49,563.80	24,436.5 1,954.92 50,827.98	25,095.8 2,004.78 52,124.40	25,682.2 2,054.98 53,427.26	26,341.3 2,107.31 54,789.97	27,013.2 2,161.06 56,187.45	27,702.2 2,216.18 57,620.56	28,408.8 2,272.70 58,090.23	29,113.4 2,330.67 60,597.39	29,147.9 2,331.83 62,142.99	29,891.3 2,391.31 63,728.01	30,653.7 2,452.30 63,759.76		
62	Hourly Biweekly Annual	23,224.5 1,857.96 48,307.00	23,816.9 1,905.35 49,539.12	24,424.4 1,955.95 50,802.66	25,047.3 2,003.79 52,098.44	25,682.2 2,054.98 53,427.26	26,328.5 2,106.28 54,789.97	27,000.0 2,160.00 56,160.09	27,688.7 2,215.10 57,592.51	28,394.9 2,271.59 60,561.47	29,119.2 2,329.53 60,557.89	29,861.9 2,388.95 62,112.73	30,638.5 2,449.88 63,696.98	31,404.6 2,512.37 66,321.63	31,419.9 2,541.08 66,987.73	31,419.9 2,541.08 66,987.73	
63	Hourly Biweekly Annual	23,805.3 1,904.42 49,515.00	24,412.5 1,953.00 50,777.93	25,035.1 2,002.81 52,073.07	25,673.7 2,053.89 54,401.25	26,315.6 2,105.25 54,763.30	26,328.5 2,106.28 54,763.30	27,000.0 2,160.00 56,160.09	27,688.7 2,215.10 57,592.51	28,394.9 2,271.59 60,561.47	29,119.2 2,329.53 60,557.89	29,861.9 2,388.95 62,112.73	30,638.5 2,449.88 63,696.98	31,404.6 2,512.37 66,321.63	32,205.6 2,575.45 66,987.73	32,205.6 2,575.45 66,987.73	
64	Hourly Biweekly Annual	24,400.5 1,952.04 50,753.00	25,022.8 2,001.83 53,375.03	25,661.1 2,052.89 54,735.41	26,315.6 2,105.25 56,132.52	26,315.6 2,105.25 56,132.52	26,328.5 2,106.28 57,564.24	27,000.0 2,160.00 58,032.47	27,675.1 2,214.01 59,061.47	28,381.0 2,270.48 60,538.15	29,104.9 2,328.39 60,532.47	29,847.2 2,387.78 60,532.47	30,608.6 2,448.68 63,665.71	31,389.2 2,511.14 65,289.57	32,189.8 2,575.19 66,954.84	33,010.9 2,640.87 68,662.59	33,010.9 2,640.87 68,662.59
65	Hourly Biweekly Annual	25,010.6 2,000.85 52,022.00	25,648.5 2,051.88 53,348.87	26,302.7 2,104.21 54,709.59	26,973.6 2,157.89 56,105.01	27,661.6 2,212.92 57,536.03	28,367.1 2,268.37 59,003.54	28,675.1 2,214.01 59,003.54	29,090.6 2,327.25 60,508.48	29,832.6 2,386.61 62,051.81	30,585.5 2,447.48 63,634.51	31,373.8 2,509.91 65,257.57	32,174.1 2,573.92 66,922.03	32,894.7 2,639.57 68,828.94	33,836.2 2,706.90 70,379.39	33,836.2 2,706.90 70,379.39	
66	Hourly Biweekly Annual	25,635.6 2,050.85 53,322.00	26,289.4 2,103.16 54,682.03	26,956.0 2,156.80 56,076.75	27,647.6 2,211.81 57,507.04	28,352.8 2,266.22 58,973.82	28,352.8 2,326.08 60,478.01	29,076.0 2,326.08 62,020.56	29,817.6 2,385.41 63,602.45	30,578.1 2,446.25 63,602.45	31,358.0 2,508.64 65,224.70	32,157.8 2,572.63 66,888.32	32,978.1 2,638.25 66,888.32	33,818.2 2,705.54 70,343.94	34,681.8 2,774.54 72,138.13	34,681.8 2,774.54 72,138.13	
67	Hourly Biweekly Annual	26,276.4 2,102.12 54,655.00	26,946.6 2,155.73 56,049.03	27,634.0 2,210.72 57,478.62	28,338.8 2,267.10 58,944.67	29,061.6 2,324.93 60,448.11	29,802.8 2,384.23 61,989.90	30,563.0 2,445.04 63,571.01	31,342.5 2,485.41 65,192.46	32,141.9 2,545.04 66,855.25	32,961.8 2,571.36 68,560.46	33,802.5 2,638.94 68,560.46	34,664.7 2,704.20 70,309.17	35,548.8 2,773.17 72,102.47	35,548.8 2,773.17 73,941.52	35,548.8 2,773.17 73,941.52	
68	Hourly Biweekly Annual	26,933.7 2,154.69 57,422.00	27,620.6 2,209.65 58,916.24	28,325.1 2,263.81 60,418.96	29,047.6 2,323.81 61,928.84	29,788.5 2,383.08 63,960.00	30,548.2 2,443.86 63,540.36	31,327.4 2,506.19 65,161.02	32,126.4 2,570.12 66,823.01	32,945.9 2,635.67 68,527.40	33,769.2 2,693.63 70,275.26	34,647.9 2,771.83 72,067.70	35,531.7 2,773.17 73,905.86	36,437.9 2,843.90 75,790.90	37,348.5 2,913.57 77,684.93	37,348.5 2,913.57 77,684.93	
69	Hourly Biweekly Annual	27,606.7 2,208.54 58,858.00	28,310.9 2,264.87 60,359.23	29,033.0 2,322.64 61,388.57	29,773.5 2,381.88 61,928.84	30,516.1 2,441.44 65,086.60	31,311.7 2,504.93 65,126.24	32,094.7 2,567.58 66,789.40	32,913.3 2,633.06 68,459.66	33,752.8 2,700.22 70,205.79	34,630.5 2,761.44 70,239.91	35,513.8 2,841.10 73,832.80	36,419.6 2,913.57 73,868.69	37,330.4 2,984.93 75,752.78	38,282.5 2,986.43 77,647.19	38,282.5 2,986.43 77,647.19	
70	Hourly Biweekly Annual	28,297.1 2,263.77 59,422.00	29,018.9 2,321.51 61,898.75	29,033.0 2,380.72 63,477.54	29,759.0 2,441.44 65,086.60	30,516.1 2,503.72 65,086.60	31,286.4 2,542.53 66,723.52	32,078.6 2,566.29 68,459.66	32,913.3 2,633.06 70,170.63	33,752.8 2,700.22 71,980.40	34,613.7 2,767.71 73,952.82	35,488.6 2,838.30 75,678.06	36,419.6 2,913.57 77,608.30	37,330.4 2,984.93 79,587.78	38,282.5 2,986.43 81,617.75	38,282.5 2,986.43 81,617.75	
71	Hourly Biweekly Annual	29,004.3 2,320.35 60,329.00	29,744.1 2,378.53 61,867.75	30,440.22 2,445.75 63,445.75	31,280.8 2,502.46 65,064.00	31,280.8 2,502.46 66,723.52	32,078.6 2,566.29 68,459.66	32,896.8 2,633.75 70,170.63	33,735.9 2,694.87 71,980.40	34,548.8 2,767.71 73,952.82	35,488.6 2,838.30 75,678.06	36,419.6 2,913.57 77,608.30	37,330.4 2,984.93 79,587.78	38,282.5 2,986.43 81,617.75	38,282.5 2,986.43 81,617.75		
72	Hourly Biweekly Annual	29,729.8 2,378.38 61,838.00	30,488.1 2,439.05 63,415.24	31,265.7 2,501.26 65,032.71	32,063.2 2,565.06 66,691.43	32,063.2 2,630.48 68,392.47	32,078.6 2,630.48 70,136.88	33,719.7 2,697.57 71,925.79	34,579.7 2,766.38 73,760.33	35,461.7 2,836.94 75,641.67	36,366.2 2,909.29 77,570.98	37,293.7 2,983.50 77,570.98	38,245.0 3,059.60 79,549.51	39,220.8 3,137.63 81,578.50	40,220.8 3,217.66 83,659.24	40,220.8 3,217.66 83,659.24	

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	
73	Hourly	30,473.1	31,256.03	32,047.4	32,864.8	33,703.0	34,562.7	35,444.2	36,348.3	37,275.4	38,226.1	39,201.1	40,201.0	41,226.3
	Biweekly	2,437.85	2,509.03	2,563.79	2,629.18	2,686.24	2,765.01	2,835.54	2,907.86	2,982.03	3,058.09	3,136.09	3,216.08	3,298.11
Annual		63,384.00	65,000.67	66,658.58	68,358.77	70,102.33	71,890.36	73,724.00	75,604.40	77,532.77	79,510.32	81,538.31	83,618.02	85,750.79
74	Hourly	31,234.6	32,031.3	32,848.3	33,686.1	34,545.3	35,426.4	36,330.0	37,256.6	38,206.9	39,181.4	40,180.8	41,205.6	42,256.6
	Biweekly	2,498.77	2,566.50	2,627.86	2,694.89	2,763.89	2,834.11	2,906.40	2,980.53	3,056.55	3,134.51	3,214.46	3,295.45	3,380.53
Annual		64,968.00	66,625.07	68,324.41	70,067.10	71,854.23	73,686.94	75,566.40	77,493.80	79,470.35	81,497.32	83,575.99	85,707.68	87,893.74
75	Hourly	32,015.4	32,832.0	33,669.4	34,528.2	35,408.8	35,312.0	37,238.1	38,187.9	39,162.0	40,160.8	41,185.2	42,235.6	43,312.9
	Biweekly	2,561.23	2,626.55	2,693.55	2,762.25	2,832.71	2,904.96	2,979.05	3,055.03	3,132.96	3,212.87	3,294.81	3,375.85	3,465.03
Annual		66,592.00	68,296.50	70,032.31	71,818.56	73,650.36	75,528.89	77,455.33	79,430.90	81,456.87	83,534.51	85,665.14	87,856.11	90,090.82
76	Hourly	32,815.9	33,652.9	34,511.2	35,391.5	36,294.2	37,219.9	38,169.2	39,142.7	40,141.1	41,165.0	42,214.9	43,291.6	44,395.8
	Biweekly	2,625.27	2,692.23	2,760.90	2,831.32	2,903.53	2,977.59	3,053.54	3,131.42	3,211.29	3,293.20	3,377.19	3,463.33	3,551.67
Annual		68,257.00	69,987.96	71,783.33	73,614.24	75,491.84	77,417.34	79,391.94	81,416.91	83,493.53	85,623.12	87,807.02	90,046.63	92,343.36
77	Hourly	33,636.5	34,494.5	35,374.3	36,276.5	37,201.8	38,150.7	39,123.8	40,121.6	41,145.0	42,194.4	43,270.6	44,374.3	45,505.1
	Biweekly	2,680.92	2,759.56	2,829.94	2,902.12	2,976.15	3,052.05	3,128.90	3,209.73	3,291.60	3,375.55	3,461.65	3,549.94	3,640.49
Annual		69,984.00	71,748.50	73,578.52	75,455.21	77,379.77	79,353.42	81,377.41	83,453.02	85,581.58	87,764.42	90,002.94	92,298.55	94,652.72
78	Hourly	34,477.4	35,356.8	36,258.6	37,183.4	38,131.8	39,104.4	40,101.8	41,124.6	42,173.6	43,249.2	44,352.3	45,483.6	46,643.7
	Biweekly	2,738.19	2,828.54	2,900.89	2,974.67	3,050.54	3,128.35	3,208.14	3,285.97	3,373.88	3,459.94	3,548.19	3,636.69	3,731.50
Annual		71,713.00	73,542.11	75,417.88	77,344.14	79,314.16	81,337.14	83,411.73	85,539.23	87,720.99	89,958.40	92,252.88	94,605.89	97,018.90
79	Hourly	35,339.4	36,240.8	37,165.1	38,113.1	39,085.2	40,082.1	41,104.4	42,152.8	43,228.0	44,330.6	45,461.13	46,620.8	47,809.8
	Biweekly	2,827.15	2,899.26	2,975.21	3,049.05	3,126.82	3,206.57	3,288.35	3,372.23	3,458.24	3,546.45	3,636.90	3,729.66	3,824.79
Annual		73,506.00	75,388.84	77,303.51	78,275.21	81,297.20	83,370.77	85,497.23	87,677.92	89,914.23	92,207.58	94,559.43	96,971.26	99,444.61
80	Hourly	36,222.6	37,146.5	38,093.8	39,065.6	40,062.0	41,083.8	42,131.7	43,206.8	44,308.3	45,438.4	46,597.4	47,785.9	49,004.7
	Biweekly	2,897.81	2,971.72	3,047.52	3,125.25	3,204.96	3,285.70	3,370.53	3,456.50	3,544.67	3,635.08	3,727.79	3,822.87	3,920.38
Annual		75,313.00	77,284.70	79,235.41	81,256.39	83,328.92	85,454.30	87,633.90	89,869.09	92,161.29	94,511.96	96,922.58	99,394.69	101,929.85
81	Hourly	37,128.4	38,075.4	39,046.5	40,022.3	41,063.8	42,111.1	43,185.2	44,286.7	45,416.3	46,574.7	47,762.6	48,980.8	50,230.1
	Biweekly	2,970.27	3,046.03	3,123.72	3,203.39	3,285.10	3,368.89	3,454.82	3,542.94	3,633.30	3,725.97	3,821.01	3,918.47	4,018.41
Annual		77,227.00	79,196.75	81,216.74	83,258.26	85,412.61	87,591.14	89,825.24	92,116.33	94,465.84	96,875.29	99,346.19	101,890.12	104,478.67
82	Hourly	38,056.8	39,026.9	40,002.6	41,022.3	42,080.0	43,163.8	44,245.4	45,393.5	46,551.3	47,738.6	48,956.2	50,204.9	51,485.4
	Biweekly	3,044.50	3,122.15	3,201.79	3,288.45	3,367.20	3,453.08	3,541.16	3,631.48	3,724.10	3,819.09	3,916.50	4,016.39	4,118.84
Annual		79,157.00	81,175.98	83,246.45	85,365.74	87,547.18	89,780.16	92,070.09	94,418.43	96,826.66	99,296.33	101,828.98	104,426.23	107,089.72
83	Hourly	39,007.7	40,002.6	41,022.9	42,069.3	43,142.3	44,242.7	45,371.1	46,528.4	47,715.1	48,932.1	50,180.2	51,460.1	52,772.6
	Biweekly	3,120.62	3,200.21	3,281.83	3,365.54	3,451.38	3,539.41	3,629.69	3,722.27	3,817.21	3,914.57	4,014.42	4,116.81	4,221.81
Annual		81,136.00	83,205.45	85,327.69	87,504.06	89,755.94	92,024.74	94,371.93	96,778.98	99,247.42	101,778.83	104,374.80	107,036.98	109,767.07
84	Hourly	39,983.2	41,003.0	42,048.8	43,121.3	44,221.2	45,349.1	46,505.7	47,691.9	48,903.8	50,165.8	51,435.1	52,747.0	54,092.3
	Biweekly	3,198.65	3,280.24	3,363.90	3,449.70	3,537.69	3,627.92	3,720.46	3,815.35	3,912.67	4,012.46	4,114.81	4,219.76	4,327.39
Annual		83,165.00	85,236.21	87,461.52	89,692.31	91,980.00	94,326.04	96,731.92	98,199.17	101,723.34	104,324.05	106,984.94	109,713.70	112,512.06

**City of Banning
Salary Schedule
2.5506% Between Steps**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
85	Hourly Biweekly Annual	40,982.77 3,278.62 85,244.00	42,028.00 3,362.24 87,418.23	43,100.00 3,553.94 91,934.48	44,199.3 3,626.13 94,273.36	45,326.6 3,718.62 96,654.05	46,462.7 3,813.46 99,150.08	47,608.3 3,908.80	48,834.1 4,101.48	50,131.0 4,112.77	51,409.6 4,217.67	52,720.9 4,325.25	55,444.6 4,435.56
86	Hourly Biweekly Annual	42,007.2 3,360.58 87,375.00	43,078.6 3,446.29 91,889.02	44,177.4 3,534.19 94,232.74	45,304.2 3,624.34 96,362.4	46,459.7 3,716.73 99,101.04	47,644.7 3,811.58 101,628.71	48,860.0 4,005.48	50,106.2 4,101.74	51,384.2 4,215.58	52,694.8 4,323.11	54,038.8 4,433.37	55,417.1 4,546.45
87	Hourly Biweekly Annual	43,057.2 3,444.58 89,559.00	44,155.4 3,532.43 91,843.29	45,281.7 3,622.53 94,185.85	46,436.6 3,714.93 96,588.15	47,521.0 3,809.68 99,051.73	48,835.6 3,908.85 101,578.14	50,081.2 4,006.50	51,358.6 4,108.69	52,668.6 4,213.49	54,011.9 4,328.95	55,389.6 4,431.17	56,251.1 4,660.09
88	Hourly Biweekly Annual	44,133.7 3,530.69 91,798.00	45,259.3 3,620.75 94,139.40	46,413.7 3,713.10 96,540.52	47,597.5 3,807.80 99,002.88	48,811.6 3,904.92 101,528.05	50,056.5 4,004.52	51,333.3 4,106.66	52,642.6 4,211.41	53,985.3 4,318.82	55,362.3 4,428.98	56,774.3 4,541.95	58,222.4 4,657.79
89	Hourly Biweekly Annual	45,237.0 3,618.96 94,083.00	46,390.8 3,711.27 96,492.94	47,574.1 3,805.93 98,954.08	48,787.5 3,903.00 101,478.01	50,031.9 4,002.55 104,066.31	51,308.0 4,104.64 106,720.62	52,611.7 4,209.33 109,442.64	53,953.7 4,316.70 112,234.08	55,350.5 4,426.80 115,096.72	56,746.8 4,539.71 118,032.38	58,193.7 4,655.50 121,042.91	59,707.4 4,774.24 124,130.24
90	Hourly Biweekly Annual	46,368.3 3,709.46 96,446.00	47,550.9 3,804.08 98,905.95	48,763.8 3,901.10 101,428.65	50,007.5 4,000.60 104,015.69	51,283.0 4,102.64 106,688.71	52,591.1 4,207.28 108,389.40	52,616.7 4,314.60 112,173.43	53,922.4 4,424.64 115,040.74	55,308.0 4,537.50 117,974.97	56,165.4 4,653.23 120,984.04	59,649.0 4,771.92 124,066.86	61,170.4 4,893.63 127,294.38
91	Hourly Biweekly Annual	47,527.4 3,802.19 98,857.00	48,739.6 3,859.17 101,378.45	49,982.8 3,998.62 103,964.21	51,257.7 4,100.61 106,615.92	52,565.0 4,205.20 109,352.26	53,805.6 4,312.46 112,123.97	55,220.7 4,422.45 114,983.80	56,690.7 4,535.25 117,916.58	58,136.6 4,650.93 120,922.16	59,619.4 4,769.56 124,008.46	61,140.1 4,891.21 127,171.41	62,699.5 5,015.96 130,415.04
92	Hourly Biweekly Annual	48,715.4 3,897.23 101,326.00	49,957.9 3,998.63 103,912.47	51,232.1 4,098.57 106,562.86	52,536.9 4,203.11 112,058.17	53,876.9 4,310.31 114,926.58	55,253.2 4,420.25 117,795.52	56,662.5 4,538.10 120,863.99	58,107.7 4,646.61 123,946.74	59,589.8 4,767.18 127,108.13	61,109.7 4,888.77 130,285.58	62,668.3 5,013.47 130,350.15	64,298.8 5,145.90 133,741.41
93	Hourly Biweekly Annual	49,933.2 3,994.65 103,861.00	51,206.8 4,096.54 106,510.08	52,512.8 4,201.03 109,226.72	53,852.2 4,308.18 112,012.66	55,225.8 4,418.06 114,889.66	56,634.4 4,530.75 117,793.52	58,078.9 4,646.31 120,804.12	59,560.3 4,764.82 123,885.35	61,079.4 4,886.35 127,045.17	62,637.3 5,010.98 130,221.88	64,234.9 5,138.79 133,543.32	65,873.3 5,269.86 137,016.47
94	Hourly Biweekly Annual	51,181.7 4,094.54 106,458.00	52,487.2 4,198.97 109,119.00	53,885.9 4,306.07 111,957.89	55,198.8 4,415.90 114,813.49	56,606.7 4,528.54 117,741.92	58,021.6 4,644.04 120,745.05	59,531.1 4,762.49 123,824.77	61,049.5 4,883.96 126,919.87	62,606.7 5,006.04 130,157.09	64,203.5 5,133.73 136,881.33	65,841.1 5,284.67 140,372.63	67,520.4 5,401.63 140,442.50
95	Hourly Biweekly Annual	52,461.1 4,196.88 109,119.00	53,799.1 4,303.93 111,902.19	55,171.3 4,413.71 117,683.34	56,578.5 4,526.28 120,684.97	58,021.6 4,641.73 123,763.16	59,501.5 4,761.12 126,919.87	61,019.2 4,883.53 130,157.09	62,575.5 5,006.04 136,911.04	64,171.6 5,131.19 136,813.83	65,808.3 5,284.67 143,372.63	67,453.6 5,396.28 143,303.40	69,208.2 5,536.55 143,952.97
96	Hourly Biweekly Annual	53,772.6 4,301.81 111,847.00	55,144.1 4,411.53 114,699.77	56,550.6 4,524.05 117,655.30	57,993.0 4,639.44 120,625.45	59,472.2 4,757.77 123,702.13	60,989.1 4,879.13 126,655.72	62,544.7 5,003.57 130,092.89	64,139.9 5,131.19 133,411.04	65,775.9 5,262.07 136,813.83	67,453.6 5,396.28 143,381.98	69,174.0 5,533.92 147,651.33	70,973.4 5,677.87 147,624.64

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	
97 Hourly Biweekly Annual	55,1173 4,405.38 114,644.00	56,5531 4,531.85 117,558.11	57,9646 4,637.18 120,566.80	59,4433 4,755.46 123,641.98	60,9594 4,876.75 126,795.59	62,5142 5,001.14 130,028.64	64,0771 5,126.16 133,346.18	65,7114 5,256.91 136,747.30	67,3874 5,390.99 140,235.18	69,1062 5,528.50 143,812.02	70,8688 5,669.51 147,480.99	72,7124 5,872.31 151,241.71	74,5670 5,965.36 155,099.29	
98 Hourly Biweekly Annual	56,4952 4,519.62 117,510.00	57,9362 4,634.89 120,507.21	59,4139 4,753.11 123,580.87	60,9253 4,874.34 126,732.92	62,4834 5,000.67 129,955.37	64,0450 5,123.60 133,213.68	65,6786 5,254.29 136,611.42	67,3558 5,388.30 140,095.53	69,0717 5,525.74 143,669.12	70,8334 5,666.67 147,393.54	72,6401 5,811.21 151,091.43	74,4929 5,959.43 154,945.17	76,3929 6,111.43 158,897.20	76,4311 6,114.49 162,950.03
99 Hourly Biweekly Annual	57,9072 4,632.58 120,447.00	59,3842 4,756.74 123,519.12	60,8988 4,871.91 126,969.60	62,4521 4,996.17 129,904.43	64,0450 5,123.60 133,213.68	65,6786 5,254.29 136,611.42	67,3558 5,388.30 140,095.53	69,0717 5,525.74 143,669.12	70,8334 5,666.67 147,393.54	72,6401 5,811.21 151,091.43	74,4929 5,959.43 154,945.17	76,3929 6,111.43 158,897.20	76,4314 6,114.49 162,950.03	
100 Hourly Biweekly Annual	59,3553 4,749.42 123,459.00	60,8692 4,868.54 126,607.95	62,4217 4,983.74 129,857.21	64,0139 5,121.11 133,148.84	65,6466 5,257.73 136,544.93	67,3210 5,385.68 140,027.64	69,0381 5,523.05 143,599.19	70,7990 5,663.92 147,261.83	72,6048 5,808.36 151,017.89	74,4566 5,958.53 154,869.75	76,3557 6,108.46 158,819.86	78,3032 6,264.26 162,870.72	80,3004 6,424.03 167,024.90	
101 Hourly Biweekly Annual	60,8389 4,887.12 126,545.00	62,3907 4,991.26 129,772.66	63,9820 5,118.56 133,052.64	65,6140 5,249.12 136,477.04	67,2875 5,383.00 139,958.93	69,0037 5,520.30 143,527.80	70,7638 5,661.10 147,188.62	72,5687 5,805.49 150,942.81	74,4196 5,953.57 154,792.76	76,3177 6,105.42 158,740.90	78,2843 6,261.14 162,789.75	80,2605 6,420.84 166,941.86	82,3076 6,584.41 171,199.88	
102 Hourly Biweekly Annual	62,3601 4,988.81 129,709.00	63,9507 5,116.05 133,017.36	65,5818 5,246.54 136,410.10	67,2545 5,380.36 139,889.37	68,9699 5,517.59 143,457.39	70,7290 5,658.32 147,116.42	72,5331 5,802.64 150,868.77	74,3831 5,950.65 154,716.83	76,2803 6,102.42 158,663.03	78,1869 6,254.95 162,709.89	80,2211 6,417.59 166,859.97	82,2262 6,581.38 171,115.90	84,3656 6,749.25 175,480.38	
103 Hourly Biweekly Annual	63,9188 5,113.50 132,951.00	65,5491 5,243.92 136,342.05	67,2210 5,377.68 139,819.59	68,9355 5,514.84 143,385.83	70,6938 5,655.50 147,043.03	72,4969 5,798.75 150,793.51	74,3460 5,947.68 154,639.64	76,2423 6,099.38 158,583.88	78,1869 6,254.95 162,628.72	80,1811 6,414.49 166,776.73	82,2262 6,578.10 171,036.54	84,3235 6,745.88 175,352.84	86,4742 6,917.94 179,866.41	
104 Hourly Biweekly Annual	65,5188 5,241.35 136,275.00	67,1879 5,375.03 139,750.83	68,9016 5,512.13 143,315.31	70,6590 5,652.72 146,970.72	72,4612 5,796.90 150,719.35	74,3094 5,944.75 154,563.60	76,2048 6,096.38 162,427.83	78,1484 6,248.80 166,612.62	80,1022 6,408.18 170,862.24	82,1453 6,571.62 175,220.25	82,1858 6,574.86 176,694.72	84,2405 6,742.56 175,306.59	86,4522 6,914.54 179,777.96	88,6362 7,080.90 184,363.38
105 Hourly Biweekly Annual	67,1548 5,372.38 139,682.00	68,8677 5,509.41 143,244.73	70,6242 5,649.94 146,898.33	72,4255 5,794.04 150,645.12	74,2361 5,941.83 154,487.47	76,1672 6,093.38 158,427.83	78,0714 6,245.71 162,388.47	80,0627 6,405.01 166,530.35	82,1047 6,568.38 170,777.87	84,1989 6,735.91 175,133.73	86,3465 6,907.72 179,600.69	88,5049 7,080.40 184,181.59	90,8074 7,264.59 188,879.32	93,1235 7,449.88 193,696.88
106 Hourly Biweekly Annual	68,8337 5,506.69 143,174.00	70,5893 5,647.15 146,825.80	72,3898 5,791.16 150,570.73	74,2361 5,938.89 154,411.19	76,1296 6,090.37 158,349.60	78,0327 6,242.61 162,307.96	80,0230 6,401.84 166,447.78	82,0640 6,565.12 170,693.20	84,1572 6,732.57 175,046.90	86,3037 6,904.29 178,511.65	88,4614 7,080.40 184,090.27	90,7623 7,264.59 188,755.68	93,0773 7,446.19 193,600.85	95,4514 7,636.11 198,538.83
107 Hourly Biweekly Annual	70,5543 5,644.35 146,753.00	72,3539 5,788.31 150,496.08	74,1983 5,935.95 154,354.64	76,0919 6,087.35 158,271.09	78,0327 6,242.61 162,307.96	80,0230 6,401.84 166,447.78	82,0640 6,565.12 170,693.20	84,1572 6,732.57 175,046.90	86,3037 6,904.29 178,511.65	88,4614 7,080.40 184,090.27	90,7177 7,257.41 188,755.68	93,0773 7,446.19 193,600.85	95,4514 7,636.11 198,538.83	
108 Hourly Biweekly Annual	72,3183 5,785.46 150,422.00	74,1623 5,933.03 154,258.66	76,0544 6,084.35 158,193.19	77,9943 6,239.54 162,228.06	79,9836 6,398.69 166,355.85	82,0236 6,561.89 170,609.18	84,1157 6,729.26 174,960.73	86,2612 6,900.90 179,423.28	88,4614 7,076.91 183,989.65	90,7177 7,257.41 188,692.75	93,0315 7,442.52 193,505.55	95,4044 7,632.35 198,441.10	97,8378 7,827.02 203,502.54	

**City of Banning
Salary Schedule
2.5506% Between Steps**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
109 Hourly	74,1264	76,0171	77,9550	79,9443	81,9834	84,0745	86,2189	88,4180	90,6732	92,9859	95,3576	97,7898	100,2840
Biweekly	5,930,12	6,081,37	6,236,48	6,355,55	6,558,67	6,725,96	6,897,51	7,073,44	7,253,85	7,438,87	7,628,61	7,823,18	8,022,72
Annual	154,183,00	158,115,59	162,148,49	166,284,25	170,525,49	174,874,92	179,335,28	183,909,40	188,600,19	193,410,63	198,343,76	203,402,72	208,590,71
110 Hourly	75,9793	77,9173	79,9046	81,9427	84,0327	86,1760	88,3740	90,6281	92,9397	95,3102	97,7412	100,2241	102,7907
Biweekly	6,078,35	6,233,38	6,392,37	6,555,41	6,722,62	6,894,08	7,069,92	7,250,25	7,435,17	7,624,81	7,819,29	8,018,73	8,223,26
Annual	158,037,00	162,067,89	166,201,60	170,440,73	174,787,99	179,246,14	183,817,99	188,506,45	193,314,50	198,245,18	203,301,62	208,487,03	213,804,70
111 Hourly	77,8788	79,8652	81,9023	83,8913	86,1335	88,3305	90,5894	92,8938	95,2632	97,6930	100,1847	102,7400	105,3605
Biweekly	6,230,31	6,385,22	6,552,18	6,720,54	6,890,68	7,066,44	7,246,67	7,431,51	7,621,06	7,815,44	8,014,78	8,219,20	8,428,84
Annual	161,988,00	166,119,67	170,356,71	174,701,83	179,157,78	183,727,38	188,413,53	193,219,20	198,147,45	203,201,40	208,384,25	213,689,30	218,149,92
112 Hourly	79,5260	81,8620	83,9500	86,0912	88,2870	90,5389	92,8482	95,2164	97,6450	100,1955	102,6895	105,3087	107,9847
Biweekly	6,386,08	6,548,96	6,716,00	6,887,30	7,052,96	7,243,11	7,427,85	7,617,31	7,811,60	8,010,84	8,215,16	8,424,70	8,639,58
Annual	166,038,00	170,229,97	174,615,95	179,069,70	183,637,05	186,320,90	193,124,21	198,050,04	203,101,50	208,281,81	213,594,25	219,042,18	224,629,07
113 Hourly	81,9216	83,9086	86,0487	88,2435	90,4942	92,8024	95,1694	97,5668	100,0861	102,6389	105,2568	107,9445	110,6846
Biweekly	6,545,73	6,712,69	6,883,90	7,059,48	7,239,54	7,422,19	7,613,35	7,807,74	8,006,89	8,211,11	8,420,54	8,635,32	8,855,57
Annual	170,189,00	174,529,84	178,981,40	183,546,50	188,228,04	193,028,98	197,952,38	203,001,35	208,179,10	213,438,92	218,934,17	224,518,30	230,244,87
114 Hourly	83,8673	86,0064	88,2001	90,4497	92,7588	95,1226	97,5488	100,0369	102,5884	105,2050	107,8684	110,6402	113,4622
Biweekly	6,709,38	6,880,51	7,056,01	7,235,98	7,420,54	7,609,81	7,803,90	8,002,95	8,207,07	8,416,40	8,631,07	8,851,22	9,076,98
Annual	174,444,00	178,893,37	183,456,22	188,135,46	192,934,04	197,855,02	202,901,51	208,076,71	213,383,92	218,828,49	224,407,87	230,131,62	236,001,36
115 Hourly	85,9639	88,1565	90,4051	92,7109	95,0756	97,5006	99,9875	102,5377	105,1531	107,8351	110,5855	113,4061	116,2987
Biweekly	6,877,12	7,052,52	7,232,40	7,416,87	7,605,05	7,800,05	7,999,00	8,203,02	8,412,25	8,626,81	8,846,84	9,072,49	9,303,89
Annual	178,805,00	183,365,60	188,042,52	192,838,74	197,757,28	202,801,28	207,973,93	213,278,51	218,718,39	224,297,02	230,017,94	235,884,78	241,901,26
116 Hourly	88,1130	90,9604	92,6651	95,0286	97,4524	99,9381	102,4871	105,1011	107,7818	110,5309	113,3501	116,2412	119,2061
Biweekly	7,049,04	7,228,83	7,413,21	7,602,29	7,796,20	7,995,04	8,198,97	8,405,09	8,622,55	8,842,47	9,068,01	9,299,30	9,536,49
Annual	183,275,00	187,949,61	192,743,45	197,659,57	202,701,07	207,871,17	213,173,13	218,610,32	224,186,20	229,904,29	235,788,23	241,781,74	247,948,62

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: **November 10, 2009**

TO: **City Council**

FROM: **Leonard Purvis, Chief of Police**

SUBJECT: **Resolution No. 2009-97. Approving continued participation in the Riverside County District Attorney's Office "Project Safe Neighborhoods" program.**

RECOMMENDATIONS: "Adopt Resolution No. 2009-97 supporting the City of Banning's continued participation in the Riverside County District Attorney's Office 'Project Safe Neighborhoods' program and continue the position of Gang Coordinator in the District Attorney's Office for a period of one year."

JUSTIFICATION: The Gang Coordinator, working through the Riverside County District Attorney's Office, coordinates resources in Riverside County to bring people together in one task force to work collectively in various neighborhoods and communities to combat gang violence.

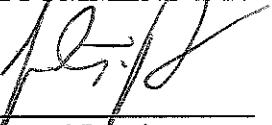
BACKGROUND: During the last two years, the Gang Coordinator has trained and worked with employees of the Banning Police Department and Banning Unified School District, as well as local citizens, to participate in programs which provide students with a positive alternative to becoming involved in street gangs. Some of these programs include; Life Skills Classes, Campus Connection for Parents, counseling, and therapy services through Catholic Charities, School Attendance Review Board (SARB), and the Youth Accountability Team (YAT). Additionally, the Gang Coordinator was instrumental in developing the "Pastor on Premises" program in local schools, which provides pastors walking on campus to interact with students during breaks and lunches to deter gang involvement.

The FY 09-10 financial responsibility for the City to continue participation in "Project Safe Neighborhoods" is estimated at \$3,679. The cost of participation in the program is based on the population of the city.

STRATEGIC PLAN INTEGRATION: Council approval of this recommendation will meet the City's goal to provide top quality and reliable service to the citizens of this community through a partnership with the Riverside County District Attorney's Office.

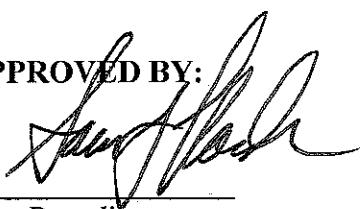
FISCAL DATA: The estimated cost of the program, \$3,679. This program was not funded under the police department's FY 09-10 budget and would require an appropriation from the City's general fund.

RECOMMEND BY:


Leonard Purvis
Chief of Police


Kirby Warner
Interim Finance Director

APPROVED BY:


Sam Racadio
Interim City Manager

RESOLUTION NO. 2009-97

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BANNING APPROVING CONTINUED PARTICIPATION IN THE RIVERSIDE COUNTY DISTRICT ATTORNEY'S OFFICE "PROJECT SAFE NEIGHBORHOODS."

WHEREAS, the City Council of the City of Banning supports the Riverside County District Attorney's Office for a gang coordinator and agrees to participate in the program; and

WHEREAS, intervention by a youth accountability team has demonstrated success in working with at-risk youth; and

WHEREAS, there is a need to collaborate and coordinate the efforts of agencies within Riverside County; and

WHEREAS, participating cities would fund a portion of the gang coordinator position thereby achieving efficiency in numbers while serving the greater Riverside County are; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning supports the District Attorney's gang coordinator position under project "Safe Neighborhoods" for the greater Riverside County area and authorizes the City Manager to sign an addendum to the original memorandum of understanding extending the City of Banning's involvement for an additional one year period beginning October 1, 2009 and ending September 30, 2010. Additionally, the City Council of the City of Banning authorizes an appropriation in the amount of \$3, 679 from the City's general fund to pay for the City's cost of participation in the program. The Finance Department is authorized to make necessary budget adjustments related to costs associated with this resolution.

PASSED, APPROVED, AND ADOPTED this 10th day of November, 2009.

Bob Botts, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

ATTEST

Aleshire & Wynder, LLP
City Attorney

Marie A. Calderon, City Clerk
City of Banning

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2009-97 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of November 2009, by the following to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: November 10, 2009

TO: City Council

FROM: Leonard Purvis, Chief of Police

SUBJECT: Contracting with ComSerCo Communications, Inc. for the movement of the police department's current radio system to the new police department and a technology upgrade to replace antiquated equipment and create a radio system with transmission backup capabilities.

RECOMMENDATION: "Review and approve the Police Department's request to waive the formal bidding process and award a contract to ComSerCo Communications, Inc. to move the police department's existing radio system to the new police department with the addition of a new Digitac comparator and encoder/decoder IPMUX in the amount of \$45,513.71."

JUSTIFICATION: In January 2010, the Banning Police Department anticipates moving into the new police station at 125 E. Ramsey Street. The dispatch center will also be moving into the new police station, which will require the movement of the current radio system at 321 W. Ramsey Street and 5261 W. Wilson Street to the new facility.

In 2003, ComSerCo Communications, Inc. designed and installed the police department's current radio system when the dispatch center was moved from 125 E. Ramsey Street to 5261 W. Wilson Street. Between 2003 and 2008, ComSerCo Communications, Inc. provided radio support for the police department on an as needed basis. Beginning in FY 08/09, ComSerCo Communications, Inc. was awarded the contract to provide annual maintenance on the department's radio system to ensure it maintained its optimal level of performance. ComSerCo Communications is presently under contract with the City of Banning for FY 09/10 for the same purpose. Having designed, installed, and maintained the current radio system during the past six years, ComSerCo Communications, Inc. has intimate knowledge of the department's radio system and will be able to move the necessary equipment in a timely and efficient manner with as little radio down time as possible. There is no other radio vendor that has more knowledge or understanding of the department's current radio system than ComSerCo Communications, Inc. It should be noted ComSerCo Communications, Inc. provides this type of service to other law enforcement and government agencies and to date the police department has never experienced any security or service concerns with ComSerCo Communications, Inc. or its employees.

The radio system's comparator reads radio transmissions being sent or received from the dispatch center and police officers in the field and, based on their strength of transmission, routes them through the strongest signal available on the radio network. The comparator is essential to maintaining a quick transmission capability between the police officers and the dispatch center.

The current Spectra-Tac comparator was installed in 2003 and is based on an analog system using crystals and reeds to operate. This technology is obsolete as parts for the system are no

longer manufactured and are hard to find through radio service vendors. In the event of a comparator failure, the downtime of the system would be extended while replacement parts are located. The proposed new Digitac comparator is based on a current technology digital platform, which is more dependable than the current comparator. The price of the new Digitac comparator is \$15,077.10 and is included in the overall cost of this proposal. Having knowledge of our current radio system and how it best operates, ComSerCo Communications, Inc. has recommended the Digitac comparator as the most suitable model for the department's use.

Since 2003, the police department's radio system has been running on Verizon telephone radio circuits. If one of these circuits goes down, the radio system either goes down completely or its transmission and reception abilities are greatly diminished. Over the past six years, the police department has experienced a number of issues with the Verizon circuits. These issues include water in the lines during heavy storms, static on the lines, tone on the lines too high or too low and on two occasions a Verizon technician disconnected the circuit without warning in the middle of the night because he didn't know what the circuit was for. Additionally, the police department has experienced problems with radio transmissions when unrelated phone issues have occurred at the Verizon Central Office located outside of Banning. These types of issues have created a radio system that is unreliable for ensuring the continuous safety of officers in the field and citizens.

The proposed "Point to Point" wireless system, using two encoder/decoder IPMUXs, will allow the police department's radio transmissions to travel on the City's current microwave backbone system. Just like the City's data network, if any of the links go down, the system automatically reroutes traffic to another pathway of the link and the system keeps functioning completely seamless to the users. Presently the police department's radio system does not have this backup capability. The radio traffic that will travel on the microwave system is extremely small and will not impact any of the data traffic already being used by the City of Banning users. Using this method will make our radio system redundant and provide greater stability. The price of adding the "Point to Point" wireless system is \$4,162.95 and is included in the overall cost of this proposal.

Section 18 A-13 (b) of the City's Purchasing Ordinance states in part, Competitive bidding procedures and requirements may be dispensed when the commodity is a Sole Source. Section 18 A-13 (f) of the Purchasing Ordinance further states, Competitive bidding procedures and requirements may be dispensed when the City Council determines, in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process.

STRATEGIC PLAN INTEGRATION: Council approval of this recommendation will help facilitate the Police Department's goals of better serving the community with updated technology and equipment.

FISCAL DATA: Funding in the amount of \$45,513.71 for contracting with ComSerCo Communications, Inc for movement of the current radio system to the new police department, purchase of a new Digitac comparator, and implementation of the "Point to Point" wireless radio transmission system will be provided through Capital Expenditures/Building Construction Account (470-2200-413-9012). Subsequently, no general funds are required for this purchase.

The Finance Department is authorized to make necessary budget adjustments related to these funds.

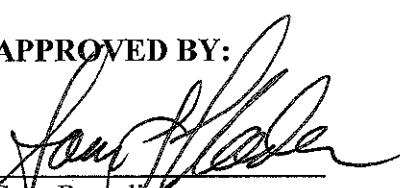
RECOMMENDED BY:


Leonard Purvis
Chief of Police

REVIEWED BY:


Kirby Warner
Interim Finance Director

APPROVED BY:


Sam Racadio
Interim City Manager

**CITY COUNCIL AGENDA
CONSENT ITEM**

Date: November 10, 2009

To: City Council

From: Jeff Stowells, Fire Services Battalion Chief

Subject: Resolution 2009-98 to approve the cooperative fire agreement between Banning and Riverside County Fire.

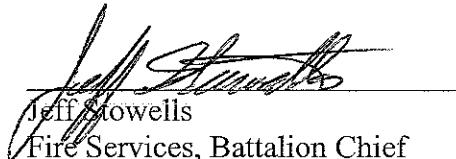
RECOMMENDATION: The City Council adopt Resolution No. 2009-98, A Resolution of the City Council of the City of Banning, approving the cooperative fire agreement with Riverside County Fire.

JUSTIFICATION: The city is currently without an agreement for fire services, but the County and City have continued to work together under the terms of the prior agreement.

BACKGROUND: The City of Banning started contracting with Riverside County Fire for fire protection services in July 1998. The original agreement was from July 1998 through June 30, 2001 and was then renewed for the period of July 1, 2001 through June 30 2007. Currently there is no agreement in place and with the approval of this agreement it would start a new agreement period of up to three years. This new agreement contains a one year "walk away" provision the same as the prior agreements and is reasonable and beneficial to both Banning and CAL FIRE. If CAL FIRE were to terminate the contract, Banning would have no other entity to contract with and would have to start up our own department. We would need a full year to set it up and recruit the necessary personnel. Likewise, if Banning wanted to terminate the contract and start up our own department we would need approximately one year to complete the recruitment and hiring process.

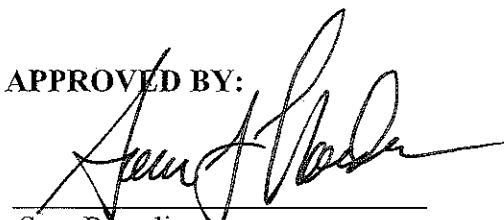
FISCAL DATA: The City of Banning during the budget process is provided with fiscal projection each year from County Fire and is presented within the Cities total budget process.

RECOMMENDED BY:



Jeff Stowells
Fire Services, Battalion Chief

APPROVED BY:



Sam Racadio
City Manager

REVIEWED BY:



Kirby Warner
Finance Director

RESOLUTION NO. 2009-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE FIRE SERVICES PROTECTION AGREEMENT WITH RIVERSIDE COUNTY FIRE DEPARTMENT FOR UP TO THREE YEARS.

WHEREAS, on November 10, 2009 the City of Banning and the Riverside County Fire Department enter into an agreement entitled “A Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Services” dated November 10, 2009; and

WHEREAS, the City of Banning and Riverside County Fire desire to continue this agreement each fiscal year, the Riverside County Fire Department will provide an updated Exhibit “A” during the budget planning process each year; and

WHEREAS, the purpose of this Exhibit “A” is to provide timely adjustment to the agreement if needed; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Banning hereby approve the “Cooperative Agreement” for fire services with the Riverside County Fire Department.

PASSED, APPROVED, AND ADOPTED this 10th day of November 2009.

Robert E. Botts, Mayor

ATTEST:

Marie A. Calderon City Clerk
City of Banning, California

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

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

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2009-98 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of November 2009, by the following to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING**

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the County of Riverside (hereinafter referred to as "COUNTY") and the City of Banning (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase and/or decrease of salary or expenses or when CITY requests an increase and/or decrease in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and if CITY is unable to make available the necessary additional funds, then CITY and COUNTY shall discuss service levels and will implement the alternative directed by CITY and acceptable to COUNTY, but if agreement cannot be reached, COUNTY shall have the right to reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. In the event that a fire engine which was initially purchased by the CITY and then the CITY elects to have the COUNTY take responsibility of said fire engine(s), the following will apply. The COUNTY will be responsible for maintaining and repairing said fire engine(s). The insurance responsibility will be dependant upon the CITY'S option to maintain or transfer title of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day, or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2009, to June 30, 2012. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2011.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services from that provided by this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been entered into. Payment by CITY for services rendered by COUNTY during the extended period shall be provided as set forth in Exhibit "A," as amended.

SECTION V: TERMINATION

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. This Agreement may be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, COUNTY shall, at the written request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement, will represent the CITY in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less extraordinary collection expenses, will be credited to the CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

City shall provide Fire Stations, strategically located to provide standard response time within Banning from which fire operations shall be conducted. City shall maintain the facilities at its cost and expense. In the event City requests County to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to County either through the Support Services Cost Allocation, or as a direct Invoice to the City.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

City shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and City shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

County shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on City by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, City, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

SECTION XII: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY and COUNTY representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Riverside.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses,

including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration and litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

<u>COUNTY</u>	<u>CITY OF BANNING</u>
County Fire Chief	City Manager
210 W. San Jacinto Ave.	City of Banning
Perris, CA 92570	99 E. Ramsey St., Box 998
	Banning, CA 92220

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[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: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

PAMELA J. WALLS,
County Counsel

By: _____
Deputy

By: _____
SYNTHIA M. GUNZEL
Deputy County Counsel

(SEAL)

H:\COOP AGREEMENTS-LEASES-MOU'S\CONTRACT CITIES\BANNING - CONTRACT CITY\BANNING Cooperative Agreement
070109-063012.101909.doc

Cooperative Fire Agreement
City of Banning
July 1, 2009 to June 30, 2012
Page 8 of 8

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
 DATED October 7, 2009 FOR FY 09/10

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF I'S	FF II MEDICS	TOTALS
STA #20							
Medic Engine	*0 1.0			*0 1.0	*0 1.0	*0 2.0	*0 8.0
STA #89							
Medic Engine	158,756 1.0		271,818 2.0		231,961 2.0	396,745 3.0	1,059,280 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
SUBTOTALS	158,756	0	271,818	0	231,961	396,745	1,059,280
SUBTOTAL STAFF	1	0	2	0	2	3	8

*Engine 20 Staffing on separate additional Exhibit "1A"

DEPUTY FIRE MARSHAL (Fire Safety Supervisor PCN 111911)	119,206 each	119,206	1.0
SUBTOTAL		\$119,206	9
SUPPORT SERVICES			
Administrative/Operational	16,923 per assigned Staff **	141,307	8.35
Medic Program	7,799 per assigned Medics	23,397	3.0
Battalion Chief Support	53,763 .24 FTE per Station	80,645	1.5
Fleet Support	29,871 per Fire Suppression Equip	59,742	2.0
ECC Support	Calls/Station Basis	109,443	
Comm/IT Support	Calls/Station Basis	153,466	
SUPPORT SERVICES SUBTOTAL		568,000	
ESTIMATED DIRECT CHARGES (including Medic operating expenses)		12,340	
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT		506,000	
TOTAL STAFF COUNT			9.00
TOTAL ESTIMATED CITY BUDGET		\$2,264,826	

SUPPORT SERVICES

Administrative & Operational Services	8.0 Assigned Staff
Finance	0.35 Battalion Chief Support
Training	8.35 Total Assigned Staff
Data Processing	
Accounting	1.5 Fire Stations
Personnel	3,647 Number of Calls

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

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 09/10 POSITION SALARIES TOP STEP

239,412	DEPUTY CHIEF	16,050	FIRE ENGINE
235,810	DIV CHIEF	16,923	SRVDEL
219,533	BAT CHIEF	10,250	VOL DEL
158,756	CAPT	7,799	MEDIC DEL
176,269	CAPT MEDIC	53,763	BATT DEL
135,909	ENG	11,498	ECC STATION
153,348	ENG/MEDIC	25.28	ECC CALLS
115,981	FF II	29,871	FLEET SUPPORT
132,248	FF II/MEDIC	16,120	COMM/IT STATION
126,058	DEPUTY FIRE MARSHALL SCH C	35.45	COMM/IT CALLS
119,206	FIRE SAFETY SUPERVISOR	1,230	FACILITY STATION
108,709	FIRE SAFETY SPECIALIST	407.46	FACILITY FTE
86,122	FIRE SYSTEMS INSPECTOR		
51,181	OFFICE ASSISTANT III		

FY 09/10 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: November 10, 2009

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Notice of Completion for the Emergency Repairs at the Wastewater Treatment Plant

RECOMMENDATION: That the City Council accept the emergency repairs 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 approved specifications.

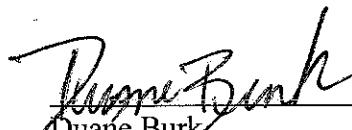
BACKGROUND: On April 28, 2009 the City Council awarded an Emergency Maintenance Services Agreement to Pascal & Ludwig Constructors for the repair of equipment at the Wastewater Treatment Plant in the amount of \$21,955.00. The emergency repairs to replace the seals that were leaking on the rotary distribution arm of the West Trickling Filter Basin were necessary in order to prevent poor water quality from being discharged from the percolation ponds.

On October 27, 2009, due to unforeseen conditions, an amendment to the agreement in the amount of \$14,840.00 was approved by City Council under Resolution No. 2009-87 for the rebuilding of the center column of the West Trickling Filter.

The scope of work for this project included the following: disassemble the existing 110' rotary distributor; replace the oil seals, center column bearing and white felt seal; reassemble the existing 110' rotary distributor; and rebuild the center column of the West Trickling Filter Basin.

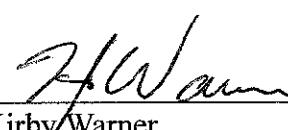
FISCAL DATA: The original contract amount for this project was \$21,955.00 with a final contract amount of \$36,795.00. Due to unforeseen conditions, an amendment was necessary in an amount of \$14,840.00. The emergency repairs to the Wastewater Treatment Plant were funded by the Wastewater Division Operation Budget, Account No. 680-8000-454.95-12.

RECOMMENDED BY:



Duane Burk
Director of Public Works

REVIEWED BY:



Kirby Warner
Interim Finance Director

APPROVED BY:



Sam Racadio
Interim City Manager

1 WHEN RECORDED MAIL TO:

2
3 Office of the City Clerk
4 City of Banning
5 P.O. Box 998
6 Banning, California 92220
7

8 FREE RECORDING:

9 Exempt Pursuant to
10 Government Code §6103
11
12

13 NOTICE OF COMPLETION

14 EMERGENCY REPAIR OF 110 FOOT ROTARY DISTRIBUTOR FOR THE WEST
15 TRICKLING FILTER BASIN AT THE WASTEWATER TREATMENT PLANT

16
17 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the
18 City of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of
19 the Civil Code of the State of California, and is hereby accepted by the OWNER, the City
20 of Banning, pursuant to authority conferred by the City Council this November 10, 2009,
21 and the grantees consent to recordation thereof by its duly authorized agent.

22
23 That the OWNER, the City of Banning, and Pascal & Ludwig Constructors of Ontario,
24 California, the vendee, entered into an agreement on March 22, 2009, for the Emergency
25 Repair of 110 Foot Rotary Distributor for the West Trickling Basin at the Wastewater
26 Treatment Plant. The scope of work for this project included the following: disassemble
27 the existing 110' rotary distributor; replace the oil seals, center column bearing and white
28 felt seal; reassemble the existing 110' rotary distributor; and rebuild the center column of
29 the West Trickling Filter Basin.

30 (1) That the work of improvement was completed on August 6, 2009 for the
31 emergency repairs of equipment at the Wastewater Treatment Plant.

32 (2) That the City of Banning, a municipal corporation, whose address is
33 Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing work
34 of improvement.

(3) That the said work of improvement was performed at the site of the Wastewater Treated Plant located at 2242 E. Charles Street in the City of Banning

(4) That the original contractor for said improvement was Pascal & Ludwig Constructors, State Contractor's License No. 373525.

Dated: November 10, 2009

THE CITY OF BANNING
A Municipal Corporation

By Sam Racadio
Interim City Manager

APPROVED AS TO FORM:

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

JURAT

**State of California
County of Riverside**

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

(Seal)

Notary Public in and for said County
and State

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 hereinabove described, and is authorized to execute 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 perjury that the forgoing is true and correct.

14 Executed on _____, 2009 at Banning, California.

15
16
17

City Clerk of the City of Banning

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**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: November 10, 2009
TO: Honorable Mayor and Members of the City Council
FROM: Anthony R. Taylor, Esq., Special Litigation Counsel
SUBJECT: Approval of Settlement Agreement And Mutual Release In James Jones Company Litigation

RECOMMENDATION

That the City Council approve the Settlement Agreement And Mutual Release in the James Jones Company Litigation, which includes *State of California ex rel. Nora Armenta v. James Jones Company et al.*, Los Angeles Superior Court Case No. BC173487 (a lawsuit under the California False Claims Act in which the City of Banning is a real party in interest) and *City of Banning et al. v. James Jones Company et al.*, Los Angeles Superior Court, Case No. BC321513.

The City is expected to receive \$174,831.25 from the settlement, subject to final calculation by the Court given the large number of parties involved.

BACKGROUND

The above cases are being handled by Attorney Mark Paluch of Irrell & Manella, LLP for numerous public agencies, including the City of Banning, against the James Jones Company ("Jones"). That company allegedly manufactured water distribution products from an alloy that contained more lead and zinc than allowed by specifications/industry standards and allegedly misrepresented the quality of its products to numerous public agencies, including Banning.

Specifically, there are 158 public agencies who are plaintiffs in the *Banning* case or have intervened in the *Armenta* case. After two days of mediation, Jones agreed, subject to approval by the respective governing boards and councils of each public agency party, to pay \$39 million to settle all claims in the *Armenta* and *Banning* cases.

Banning is estimated to have spent approximately \$78,000 on Jones' parts and also received approximately \$100,000 worth of Jones' parts through developers who purchased and installed the parts. Only approximately a quarter

of the components Jones manufactured were estimated to have been made from substandard metal.

The settlement allocates a settlement payment to each *Armenta* real party and *Banning* plaintiff *pro rata* based upon:

(1) the dollar value of the *Armenta* real parties' purchases of Jones' parts, either directly or through distributors, based on the invoice records produced by Jones, its distributors, and other parties or third parties; and

(2) the estimated dollar value of the Jones' parts installed by developers and/or contractors in the water systems of the *Armenta* intervenors and *Banning* plaintiffs, including the City of Banning, based on information provided by each entity in 2005 and 2006.

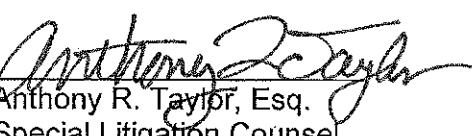
This allocation methodology appears to be fair and reasonable under the circumstances to compensate each public agency based on the amount of Jones' parts in their respective water systems.

In exchange for a settlement payment, the agreement bars each public agency, including the City, from ever bringing another lawsuit against Jones for the replacement costs for Jones' parts or for alleged damages caused by the same. However, under Section 6.4 of the agreement, Banning and the other public agency plaintiffs can assert claims for indemnification or contribution against Jones if sued by third parties over Jones' parts.

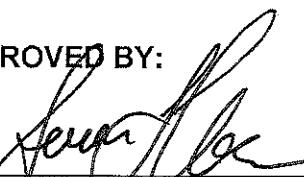
FISCAL DATA

The City is expected to receive \$174,831.25 from the settlement. The exact amount received by the City is subject to final calculation by the Court given the large number of parties involved. No other impact to the City or the Redevelopment Agency budget is expected.

RECOMMENDED BY:

By: 
Anthony R. Taylor, Esq.
Special Litigation Counsel

APPROVED BY:

By: 
Sam Racadio
Interim City Manager

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Release (hereinafter, the "Agreement") is made and entered into by and between the following:

- A. Alameda County Water District, City of Burbank, Helix Water District, Irvine Ranch Water District, Padre Dam Municipal Water District, City of Pomona, Rancho California Water District, City of San Diego, City of San Jose, Sweetwater Authority, Valley Center Municipal Water District (collectively, the "*Armenta* Intervenors"); and
- B. City of Banning, City of Carlsbad, City of Colton, Contra Costa Water District, City of Corona, City of Del Mar, City of Delano, Elsinore Valley Municipal Water District, City of Fullerton, City of Glendale, City of Hemet, City of Huntington Beach, City of La Habra, City of Loma Linda, City of Lompoc, Mesa Consolidated Water District, Moulton Niguel Water District, City of Oceanside, Olivenhain Municipal Water District, Otay Water District, City of Oxnard, Palmdale Water District, City of Pasadena, City of Petaluma, City of Pico Rivera, City of Poway, Rainbow Municipal Water District, City of Redlands, City of Riverside, City of Sacramento, San Bernardino Municipal Water Department, City of Santa Barbara, City of Santa Cruz, Santa Margarita Water District, City of Santa Maria, City of Santa Rosa, City of South Pasadena, City of Upland, Vallecitos Water District, City of Vallejo, Valley of the Moon Water District, City of Westminster, Town of Windsor (collectively, the "*Banning* Plaintiffs"); and
- C. Nora Armenta and the Real Parties in Interest on whose behalf Relator has asserted claims (the "Relator" or "*Qui Tam* Plaintiff"); and

- D. James Jones Company LLC ("Jones"), Mueller Co. Ltd ("Mueller"), Tyco International ("Tyco"), and Watts Water Technologies, Inc., formerly known as Watts Industries, Inc. ("Watts") (collectively, the "Defendants").
- E. "Plaintiffs' Attorneys" shall include counsel and the law firms that have appeared for the Armenta Intervenors, the Banning Plaintiffs, and the Relator.

1. **RECITALS**

WHEREAS, the complaints filed by the Relator in the *Armenta* Action (as defined herein) allege violations by Defendants of the California False Claims Act and were brought in the names of various governmental entities identified in Relator's complaints; and

WHEREAS, the *Armenta* Intervenors intervened in the *Armenta* Action, and certain of the *Armenta* Intervenors filed Complaints-in-Intervention in the *Armenta* Action incorporating Relator's allegations and asserting claims under the California False Claims Act and various common-law theories of recovery; and

WHEREAS, the *Banning* Plaintiffs filed complaints alleging certain misconduct by Defendants in the *Banning* Action and asserting claims under various common-law theories of recovery; and

WHEREAS, Defendants have denied all liability in the *Armenta* and *Banning* Actions (collectively the "Actions"); and

WHEREAS the Parties presented their disputes regarding the Claims in mediation to the Honorable Peter D. Lichtman, and on June 10, 2009, reached a settlement subject to approval by the governing boards of the *Armenta* Intervenors and the *Banning* Plaintiffs;

NOW, THEREFORE, the Parties hereby agree as follows:

2. AGREEMENT

In consideration of the mutual promises, agreements, releases, covenants, and conditions contained in the recitals above and the provisions set forth below, the sufficiency of such conditions being hereby acknowledged, the Parties agree to settle their disputes regarding the Claims pursuant to the terms stated below.

3. DEFINITIONS

The following definitions shall apply in this Agreement:

3.1. As used herein, the term "Actions" shall mean and refer to the *Armenta Action* and the *Banning Action*, as defined herein.

3.2. As used herein, the term "*Armenta Action*" shall mean and refer to the legal action captioned *State of California, et al., ex rel. Nora Armenta v. James Jones Company, et al.*, Case No. BC 173487, pending in the Superior Court of the State of California, County of Los Angeles. The term "*Armenta Action*" shall include, without limitation, all complaints and complaints-in-intervention and shall encompass all allegations made in any pleading or document filed or lodged in the *Armenta Action*.

3.3. As used herein, the term "*Banning Action*" shall mean and refer to the legal action captioned *City of Banning, et al. v. James Jones Company, LLC, et al.*, Case No. BC 321513, pending in the Superior Court of the State of California, County of Los Angeles. The term "*Banning Action*" also shall include the pending appeal entitled *City of Banning, et al. v. James Jones Company, et al.*, Case No. B 214057, pending in the Court of Appeal of the State of California, Second Appellate District, Division One. The term "*Banning Action*" shall include, without limitation, all complaints and shall encompass all allegations made in any pleading or document filed or lodged in the *Banning Action*.

3.4. As used herein, the term "Claims" shall mean and refer to the claims that were or could have been advanced in the Actions by the Plaintiffs.

3.5. As used herein, the "Effective Date" shall mean and refer to the date by which the governing boards of all of the *Armenta* Intervenors and *Banning* Plaintiffs have approved the settlement, all of the Parties have executed this Agreement, and the Court has approved the settlement.

3.6. As used herein, the term "Parties" shall mean and refer collectively to the Plaintiffs and Defendants, and the term "Party" shall mean and refer to any individual Plaintiff, Defendant, or Real Party in Interest, as those terms are defined herein.

3.7. As used herein, the term "Payment Date" shall mean and refer to the date on which the Relator's Attorneys' Fees and Costs and the Settlement Sum, as those terms are defined herein, are paid in full pursuant to the terms of this Agreement.

3.8. As used herein, the term "Plaintiffs" shall mean and refer to the Relator, the *Armenta* Intervenors, the *Armenta* Real Parties in Interest, and the *Banning* Plaintiffs collectively.

3.9. As used herein, the term "Real Parties in Interest" should mean and refer to all the cities, water districts or other government entities (other than the *Armenta* Intervenors) identified in the *Armenta* Action or on whose behalf the Relator instituted or prosecuted the *Armenta* Action.

3.10. As used herein, the term "Relator's Attorneys' Fees and Costs" shall mean and refer to the sum of \$30,000,000, to be paid by Defendants to Relator pursuant to California Code of Civil Procedure Section 12652(g)(8). The Relator's Attorneys' Fees and Costs are exclusive of and in addition to the Settlement Sum and any sums previously paid to settle any portion of the Actions. Neither the payment of the Settlement Sum nor the prior payment of any amount to settle any portion of the Actions shall operate to reduce the amount of the Relator's Attorneys' Fees and Costs to be paid under this Agreement.

3.11. As used herein, the term "Settlement Sum" shall mean and refer to the sum of \$39,000,000, to be paid by Defendants in settlement of the Claims. The

Settlement Sum is exclusive of and in addition to the Relator's Attorneys' Fees and Costs and any sums previously paid to settle any portion of the Actions. Neither the payment of any amount representing Relator's Attorneys' Fees and Costs nor the prior payment of any amount to settle any portion of the Actions shall operate to reduce the amount of the Settlement Sum to be paid under this Agreement.

4. PAYMENT

4.1. Within fifteen days after the latest of (i) approval by the Court of this Settlement Agreement; (ii) approval by the Court of the allocation of the Settlement Sum to be proposed by the Relator, the *Armenta* Intervenors, and the *Banning* Plaintiffs; or (iii) execution of this Settlement Agreement by all Parties; Defendants shall pay Plaintiffs the Settlement Sum by wire transfer to the Phillips & Cohen Client Trust Account for distribution as the Court may approve pursuant to Paragraph 8. The Plaintiffs will pay the Relator's share and/or any contingency payment out of the Settlement Sum.

4.2. At the same time as the payment in Paragraph 4.1, Defendants shall pay Relator the Relator's Attorneys' Fees and Costs by wire transfer to the Phillips & Cohen Client Trust Account for distribution to Relator's counsel.

4.3. After payment of the Settlement Sum and the Relator's Attorneys' Fees and Costs pursuant to Paragraphs 4.1 and 4.2, Plaintiffs shall file a dismissal of the Actions with prejudice and Defendants shall have no further liability to the Plaintiffs for the Claims. Phillips & Cohen shall not distribute the sums deposited to its Client Trust Account before the dismissal is filed with the Court.

5. BASIS OF SETTLEMENT

No Defendant admits liability for any claim alleged in the Actions, including without limitation any claim under the False Claims Act or for fraud or other intentional wrongdoing or misconduct, whether alleged in any complaint or complaint-in-intervention in the *Armenta* or *Banning* Actions, and this Agreement shall not be construed as an admission of any wrongdoing or liability by Defendants.

6. RELEASES

6.1. Subject to the other provisions and limitations set out in this Agreement and effective as of the later of the Effective Date or the Payment Date, Plaintiffs, for themselves, their governing bodies, boards, and commissions, officers, agents, employees, administrators, successors, and assigns, do hereby forego, release, and forever discharge the Defendants, as well as each of Defendants' respective past and present affiliates, parents, subsidiaries, divisions, branches, departments, agencies, predecessors, successors, and the heirs, principals, employees, associates, owners, stockholders, assigns, devisees, agents, distributors, directors, officers, representatives, insurers, lawyers, and predecessors and successors in interest, and each of them, and all persons acting by, through, under, or in concert with Defendants (collectively, the "Defendant Released Parties") from any and all actions; grounds for complaint; causes of action, in law or in equity, in contract, in tort, or otherwise; suits; guarantees of indebtedness; suretyships; debts; liens; contracts; agreements; promises; liability, including all direct and/or indirect liability (including, without limitation, vicarious liability); claims; demands; damages; losses; costs; expenses; defenses; set-offs; or recoupments, of any nature whatsoever, known or unknown to Plaintiffs (regardless of their diligence), suspected or unsuspected, fixed or contingent, which Plaintiffs now have, ever had, or shall have against the Defendant Released Parties, or any of them, arising out of or in any way connected with the Claims or Actions or the facts alleged or asserted or which could have been alleged or asserted in the Claims or in the Actions. The Parties agree to request Judge Ann I. Jones, or such other judge as is presiding over the Actions, to order that the Real Parties in Interest on whose behalf Relator has submitted claims are bound by the releases herein and this Settlement Agreement and Release to the fullest extent permitted by law. Defendants, the *Armenta* Intervenors, the *Banning* Plaintiffs, and Relator shall jointly submit to the Court a Proposed Order approving this Agreement in the form appended hereto as Exhibit A.

6.2. Subject to the other provisions and limitations set out in this Agreement, and effective as of the Effective Date, Defendants, for themselves, their administrators, successors, and assigns, do hereby forego, release, and forever discharge Plaintiffs, as well as each Plaintiff's respective past and present affiliates, governing bodies, boards, commissions, agents, administrators, parents, subsidiaries, divisions, branches, departments, agencies, predecessors, successors, and the heirs, principals, employees, associates, owners, stockholders, assigns, devisees, agents, distributors, directors, officers, representatives, insurers, lawyers, and predecessors and successors in interest, and each of them, and all persons acting by, through, under, or in concert with them (collectively, the "Plaintiff Released Parties") from any and all actions; grounds for complaint; causes of action, in law or in equity, in contract, in tort, or otherwise; suits; guarantees of indebtedness; suretyships; debts; liens; contracts; agreements; promises; liability, including all direct and/or indirect liability (including, without limitation, vicarious liability); claims; demands; damages; losses; costs; expenses; defenses; set-offs; or recoupments, of any nature whatsoever, known or unknown to Defendants (regardless of diligence), suspected or unsuspected, fixed or contingent, which they now have, ever had, or shall have against the Plaintiff Released Parties, or any of them, arising out of or in any way connected with the Claims or Actions or the facts alleged or asserted or which could have been alleged or asserted in the Claims or in the Actions.

6.3. The Parties hereby waive any and all rights that they may have under any and all statutes or laws that purport to limit the scope of a general release, including, without limitation, Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6.4. The release in Paragraph 6.1 above shall not preclude Plaintiffs from asserting claims for indemnification or contribution in the event that the Plaintiffs are sued by third parties as a result of harm allegedly caused by the parts supplied to the *Armenia* Intervenors, the *Banning* Plaintiffs or the Real Parties in Interest on whose behalf Relator has submitted claims. In any such action, the Plaintiffs will not take the position that Defendants' parts have created any health risk. In addition, neither Plaintiffs nor Plaintiffs' Attorneys in the Actions presently have any evidence indicating that any particular person has suffered actual adverse health effects caused by the parts supplied to the Armenta Intervenors, the Banning Plaintiffs or the Real Parties in Interest. The representations respecting health effects contained in this paragraph shall not be used for any purpose other than in connection with an action by a third party against any of the Plaintiffs. Nothing in this Agreement waives, releases or affects any rights, defenses or claims that any Plaintiff or Defendant may have against any party in response to any claim for indemnification or contribution.

7. DISMISSAL OF ACTIONS

7.1. Promptly upon Court approval of this Agreement, Plaintiffs will take all actions necessary to obtain the dismissal of the Actions with prejudice, except that the Parties stipulate that all disputes arising from or related to this Agreement shall be referred to the Honorable Peter D. Lichtman, or if Judge Lichtman is unable or not available to hear the dispute, such judge as is then presiding over the Actions, and that said trial court shall retain jurisdiction to resolve any such disputes pursuant to California Code of Civil Procedure § 664.6.

7.2. Other than the payment by Defendants of the Relator's Attorneys' Fees and Costs pursuant to Paragraph 4.2 above, Plaintiffs shall bear their own attorneys' fees and costs, subject to any separate agreements among them or orders of the Court concerning the allocation of the Settlement Sum, and Defendants shall bear their own attorneys' fees and costs, subject to any separate agreements among them.

8. CONTINGENCIES

The Parties' obligations and releases under this Agreement are contingent upon approval of this Agreement by the governing boards of the *Armenta* Intervenors and the *Banning* Plaintiffs, upon Court approval of the settlement and this Agreement, upon the approval of the allocation of the Settlement Sum to be proposed by the Relator, the *Armenta* Intervenors, and the *Banning* Plaintiffs, upon the dismissal of the Actions (as set forth in Section 7 above), and upon payment of the Settlement Sum and the Relator's Attorneys' Fees and Costs (as set forth in Section 4 above).

9. GENERAL PROVISIONS

9.1. The Parties have been represented by their respective attorneys throughout the negotiation and execution of this Agreement and have not relied upon any advice or representation of opposing parties or their attorneys in entering into this Agreement. The Parties have entered into this Agreement freely, without compulsion, and with full understanding and voluntary acceptance of its terms and they hereby assume the risk of any mistake of fact in connection with the true facts involved, which may now be unknown.

9.2. The Parties acknowledge that, subsequent to the execution of this Agreement, the Parties may discover facts or incur or suffer claims which, if known or anticipated, might have materially affected the Parties' or a Party's decision to execute this Agreement. The Parties expressly acknowledge this risk and agree that this Agreement applies to such unknown, unanticipated, or different facts and/or claims, and that the enforceability of this Agreement shall not in any way be affected by such discovery of unknown or unanticipated facts and/or claims.

9.3. This Agreement constitutes the entire agreement between the Plaintiffs and the Defendants with respect the subject matter contained herein and represents the final, complete, and exclusive expression of the terms and conditions of the Agreement between the Plaintiffs and Defendants. All prior or contemporaneous agreements

between the Plaintiffs and the Defendants, oral or written, with respect to the subject matter of this Agreement are merged herein and superseded hereby. The Defendants and their contributing insurers have pursuant to separate agreement agreed to their respective contributions to the Relators' Attorneys' Fees and Costs and the Settlement Sum. This Agreement is subject to Defendants and their contributing insurers finalizing that separate agreement and depositing their agreed upon portions of Relator's Attorneys' Fees and the Settlement Sum in the trust account described in Paragraphs 4.1 and 4.2. As between the Plaintiffs and Defendants, Plaintiffs and Defendants acknowledge that no Party, or any agent of any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the Parties (or any individual Party named or referred to herein) to execute this Agreement, and each Party acknowledges that it has not executed this Agreement in reliance on any such promise, representation, or warranty. Notwithstanding anything in this paragraph, prior settlement agreements executed in this action involving any government entities that are not parties to this Agreement are not merged herein or superseded hereby.

9.4. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by the Parties hereto.

9.5. If any covenant, term, condition, or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.6. For purposes of construction, this Agreement shall be deemed to have been negotiated and drafted by all of the Parties hereto, and no ambiguity shall be resolved against any Party by virtue of its participation in the drafting of this Agreement. The Agreement shall be construed neutrally and shall not be applied more strictly against one Party than against another.

9.7. This Agreement shall be binding upon each Party and its assigns, successors, heirs, executors, and administrators.

9.8. The Parties agree to use their best efforts to cooperate with each other in good faith and will, without further consideration, execute and deliver further documents or instruments and take such other action as may be reasonably necessary to carry out and effectuate the purposes of this Agreement.

9.9. All notices required or permitted hereunder shall be in writing, and may be sent by facsimile or any form of first-class mail service and addressed to the Party for whom it is intended as indicated in Exhibit B, as appended hereto. The Parties may change the addresses provided in this Exhibit B by notice in writing in accordance with this Paragraph 9.9 to all Parties signed by an appropriate representative of the Party requesting the change.

9.10. Counsel for each Party may retain one complete set of non-electronic records related to the Actions, consisting of pleadings, documents from Plaintiffs, Defendants' or third party files, and work product generated by Plaintiffs' attorneys or experts ("Litigation Documents"). All documents related to the Actions, including any electronic copies, shall be maintained in confidence by Plaintiffs and Plaintiffs' Attorneys and not be disclosed to any third party or used to initiate or prosecute litigation against Defendants, their agents, affiliates, or insurers, except as required by law or ethical rules governing the conduct of attorneys. However, documents that have been filed in open court are not deemed confidential and their use is not restricted by this Agreement. Two years following dismissal of the Actions, Defendants may request that Intervenors' outside counsel and Plaintiffs' Attorneys destroy or return to Defendants all copies of documents produced by Defendants in the Actions, and those law firms shall comply with that request (provided, however, that if such disposition of documents after two years is prohibited by any law or regulation applicable to any Plaintiff, then the law firms shall comply at the earliest time permitted by law). This confidentiality provision does not

preclude the use of Litigation Documents in defending against malpractice claims or collateral disputes arising directly from this litigation or the conduct of this litigation.

9.11. It is understood and agreed by the Parties hereto that this Agreement is a compromise of disputed claims and allegations and that each Party denies liability for all claims and allegations asserted against it in the Actions. Neither the execution of this Agreement, nor the consideration therefore shall be construed as an admission as to the merits of any such claim or allegation, or as an admission of any allegation of law or fact by any Party hereto.

9.12. The Parties hereby agree that this Agreement is a good-faith settlement of litigation as provided under the laws of the State of California.

9.13. Each person signing this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the Party for whom he or she is signing and warrants that he or she has the ability to bind that Party to the obligations and commitments set forth herein; provided, however, that Nora Armenta represents and warrants only that she has the authority to sign this Agreement on her own behalf and that she has the ability to bind the Real Parties in Interest on whose behalf she has asserted claims only to the extent permitted by law. Nora Armenta disclaims any ability to bind any Real Party in Interest beyond the extent permitted by law.

9.14. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles. The validity and effect of this Agreement, including any claims for breach of any of the terms hereof, shall be governed by the laws of the State of California.

9.15. Duplicate originals of this Agreement will be executed by the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date as defined above.

Dated: _____, 2009

ALAMEDA COUNTY WATER DISTRICT

By: _____
Paul Piraino
General Manager

Dated: _____, 2009

CITY OF BURBANK

By: _____
Ronald Davis
General Manager
Burbank Water & Power

Dated: _____, 2009

HELIX WATER DISTRICT

By: _____
Scott Smith
General Counsel

Dated: _____, 2009

IRVINE RANCH WATER DISTRICT

By: _____
Paul D. Jones II
General Manager

Dated: _____, 2009

By: _____
Leslie Bonkowski
Secretary

Dated: _____, 2009

PADRE DAM MUNICIPAL WATER DISTRICT

By: _____

C. Michael Cowett
General Counsel

Dated: _____, 2009

CITY OF POMONA

By: _____

Linda Lowry
City Manager

Dated: _____, 2009

RANCHO CALIFORNIA WATER DISTRICT

By: _____

C. Michael Cowett
General Counsel

Dated: _____, 2009

CITY OF SAN DIEGO

By: _____

Jay M. Goldstone
Chief Operating Officer

Dated: _____, 2009

CITY OF SAN JOSE

By: _____

Richard Doyle
City Attorney

Dated: _____, 2009

SWEETWATER AUTHORITY

By: _____
C. Michael Cowett
General Counsel

Dated: _____, 2009

VALLEY CENTER MUNICIPAL WATER
DISTRICT

By: _____
C. Michael Cowett
General Counsel

Dated: _____, 2009

CITY OF BANNING

By: _____
The Office of the City Manager

Dated: _____, 2009

CITY OF CARLSBAD

By: _____
Claude A. Lewis
Mayor

Dated: _____, 2009

CITY OF COLTON

By: _____
Robert Miller
Interim City Manager

Dated: _____, 2009

CONTRA COSTA WATER DISTRICT

By: _____
Kurt Ladensack
Assistant General Manager

Dated: _____, 2009

CITY OF CORONA

By: _____
Bradly Robbins
City Manager

Dated: _____, 2009

CITY OF DEL MAR

By: _____
Crystal Crawford, Mayor

Dated: _____, 2009

CITY OF DELANO

By: _____
Sam Ramirez, Mayor

Dated: _____, 2009

EL SINORE VALLEY MUNICIPAL WATER
DISTRICT

By: _____
Ronald Young
General Manager

Dated: _____, 2009

CITY OF FULLERTON

By: _____
Chris Meyer
City Manager

Dated: _____, 2009

CITY OF GLENDALE

By: _____
James E. Starbird
City Manager

Dated: _____, 2009

CITY OF HEMET

By: _____
Eric S. Vail
City Attorney

Dated: _____, 2009

CITY OF HUNTINGTON BEACH

By: _____
Fred Wilson
City Administrator

Dated: _____, 2009

CITY OF LA HABRA

By: _____
Don Hannah
City Manager

Dated: _____, 2009

CITY OF LOMA LINDA

By: _____
Stan Brauer
Mayor

Dated: _____, 2009

CITY OF LOMPOC

By: _____
Laurel M. Barcelona
City Administrator

Dated: _____, 2009

MESA CONSOLIDATED WATER DISTRICT

By: _____
President

Dated: _____, 2009

By: _____
Secretary

Dated: _____, 2009

MOULTON NIGUEL WATER DISTRICT

By: _____
Robert C. Gumerman
General Manager

Dated: _____, 2009

CITY OF OCEANSIDE

By: _____
Peter Weiss

Dated: _____, 2009

OLIVENHAIN MUNICIPAL WATER
DISTRICT

By: _____

Kimberly A. Thorner
General Manager

Dated: _____, 2009

OTAY WATER DISTRICT

By: _____

Mark Watton
General Manager

Dated: _____, 2009

CITY OF OXNARD

By: _____

Dr. Thomas E. Holden
Mayor

Dated: _____, 2009

By: _____

Alan Holmberg
City Attorney

Dated: _____, 2009

PALMDALE WATER DISTRICT

By: _____

Randy Hill
General Manager

Dated: _____, 2009

CITY OF PASADENA

By: _____
Michael J. Beck
City Manager

Dated: _____, 2009

Approved as to Form:

By: _____
Michele Beal Bagneris
City Attorney

Dated: _____, 2009

CITY OF PETALUMA

By: _____
John C. Brown
City Manager

Dated: _____, 2009

CITY OF PICO RIVERA

By: _____
Charles P. Fuentes
City Manager

Dated: _____, 2009

CITY OF POWAY

By: _____
Rod Gould
City Manager

Dated: _____, 2009

RAINBOW MUNICIPAL WATER DISTRICT

By: _____
Dave Seymour
General Manager

Dated: _____, 2009

CITY OF REDLANDS

By: _____
Jon Harrison
Mayor

Dated: _____, 2009

CITY OF RIVERSIDE

By: _____
Bradley Hudson
City Manager

Dated: _____, 2009

CITY OF SACRAMENTO

By: _____
Ray Kerridge
City Manager

Dated: _____, 2009

SAN BERNARDINO MUNICIPAL WATER
DEPARTMENT

By: _____
President, Board of Water Commissioners

Dated: _____, 2009

CITY OF SANTA BARBARA

By: _____
Stephen P. Wiley
City Attorney

Dated: _____, 2009

CITY OF SANTA CRUZ

By: _____
Richard C. Wilson
City Manager

Dated: _____, 2009

SANTA MARGARITA WATER DISTRICT

By: _____
John Schatz
General Manager

Dated: _____, 2009

CITY OF SANTA MARIA

By: _____
Larry Lavagnino
Mayor

Dated: _____, 2009

CITY OF SANTA ROSA

By: _____
Susan Gorin
Mayor

Dated: _____, 2009

CITY OF SOUTH PASADENA

By: _____
John Davidson
City Manager

Dated: _____, 2009

CITY OF UPLAND

By: _____
John Pomiersky
Mayor

Dated: _____, 2009

VALLECITOS WATER DISTRICT

By: _____
William W. Rucker
General Manager

Dated: _____, 2009

CITY OF VALLEJO

By: _____
Robert F.D. Adams
Interim City Manager

Dated: _____, 2009

Approved as to Form:

By: _____
Frederick G. Soley
City Attorney

Dated: _____, 2009

VALLEY OF THE MOON WATER
DISTRICT

By: _____

Krishna Kumar
General Manager

Dated: _____, 2009

CITY OF WESTMINSTER

By: _____

Donald D. Lamm, City Manager
City of Westminster

Dated: _____, 2009

TOWN OF WINDSOR

By: _____

J. Matthew Mullan
Town Manager

Dated: _____, 2009

NORA ARMENTA

By: _____

Nora Armenta

Dated: _____, 2009

JAMES JONES COMPANY LLC

By: _____

Evan L. Hart
Senior Vice President and Chief Financial
Officer

Dated: _____, 2009

MCO1, LLC, ON BEHALF OF MUELLER
CO. LTD

By: _____

Evan L. Hart
Senior Vice President and Chief Financial
Officer

Dated: _____, 2009

TYCO INTERNATIONAL

By: _____

Judy Reinsdorf
Executive Vice President and General Counsel

Dated: _____, 2009

WATTS WATER TECHNOLOGIES, INC.

By: _____

Patrick S. O'Keefe
Chief Executive Officer and President

Dated: _____, 2009

PHILLIPS & COHEN LLP

By: _____

Dated: _____, 2009

IRELL & MANELLA LLP

By: _____

Dated: _____, 2009

HENNIGAN BENNETT & DORMAN LLP

By: _____

Dated: _____, 2009

BOWIE, ARNESON, WILES & GIANNONE

By: _____

Dated: _____, 2009

BEST BEST KRIEGER LLP

By: _____

1
2
3 **EXHIBIT A**
4
5
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 STATE OF CALIFORNIA, *et al.*, *ex rel.*
12 NORA ARMENTA,

13 Plaintiffs,

14 vs.

15 JAMES JONES COMPANY, *et al.*,

16 Defendants.

17 CASE NO. BC 173487

18 **[PROPOSED] ORDER APPROVING**
19 **DISMISSAL PURSUANT TO TERMS OF**
20 **SETTLEMENT AGREEMENT,**
21 **APPROVING ALLOCATION OF**
22 **SETTLEMENT FUNDS, AND AWARDING**
23 **RELATOR'S SHARES PURSUANT TO**
24 **GOVERNMENT CODE SECTION**
25 **12652(g)(3)**

26 Judge: Hon. Ann I. Jones
27 Dept.: 308
28 Date: November 5, 2009
Time: 10:00 a.m.

29 Related Case: BC 321513

30 On November 5, 2009, this matter came before the Court for hearing on *Qui Tam* Plaintiff
31 Nora Armenta's ("the Relator") Motion for Approval of Dismissal Pursuant to the Settlement
32 Agreement between the Relator, the Intervenors in the *Armenta* Action (Civil Case No.
33 BC173487), and the Plaintiffs in the *Banning* Action (Civil Case No. BC321513), on the one
34 hand, and Defendants James Jones Company, Watts Water Technologies, Inc., Mueller Co. Ltd.,
35 and Tyco International, on the other hand ("the Motion"). Due and adequate notice having been
36 given of the Motion and the settlement, and the Court having considered all papers filed and
37 given of the Motion and the settlement, and the Court having considered all papers filed and
38 given of the Motion and the settlement, and the Court having considered all papers filed and

1 proceedings held herein and otherwise being fully informed and good cause appearing therefor, IT
2 IS HEREBY ORDERED, ADJUDGED AND DECREED that:

3 1. This Order incorporates by reference the Settlement Agreement and Mutual
4 Release attached to Relator's Motion as Exhibit 1 (the "Settlement Agreement"), and all terms
5 used herein shall have the same meanings set forth in the Settlement Agreement.

6 2. This Court has jurisdiction over the subject matter of the *Armenta* and *Banning*
7 Actions and has jurisdiction over all parties to the Actions as well as all Real Parties in Interest,
8 pursuant to Government Code Section 12652(f)(1).

9 3. The Court finds that the principal terms of the Settlement Agreement were
10 negotiated and agreed upon in mediations with the Honorable Peter D. Lichtman of the Superior
11 Court for the State of California, County of Los Angeles.

12 4. The Court finds that the Settlement Agreement was made and entered into in good
13 faith among the parties and is the result of arm's-length negotiations among experienced counsel
14 representing the respective interests of the parties.

15 5. The Court, having considered the public purposes of the California False Claims
16 Act ("CFCA"), further finds that dismissal of the *Armenta* Action pursuant to the terms of the
17 Settlement Agreement is in all respects fair and reasonable and in the best interest of all parties,
18 including the Real Parties in Interest on whose behalf Relator has prosecuted claims under the
19 CFCA.

20 6. The *Armenta* Intervenors, the *Banning* Plaintiffs, and the Relator have endorsed a
21 plan ("Allocation Plan"), described in the Motion and incorporated herein, for allocating the
22 Settlement Sum among the *Armenta* Intervenors, the *Banning* Plaintiffs, and the Real Parties in
23 Interest on whose behalf Relator has prosecuted claims under the CFCA. The Court finds that the
24 Allocation Plan, and the resulting allocation, as set forth in Exhibit 2 to the Motion, are in all
25 respects fair and reasonable and in the best interest of all parties, including the Real Parties in
26 Interest on whose behalf Relator has prosecuted claims under the CFCA.

27 7. Pursuant to Government Code Section 12652(g)(2) & (3), the Relator is entitled to
28 a share of the Settlement Sum allocated to each public agency named in her Complaints

1 ("Relator's Shares"). The Court understands that the proposed Relator's Shares for the *Armenta*
2 Intervenors, *Banning* Plaintiffs, and certain Real Parties in Interest who have had their interests
3 actively represented by counsel in the litigation have been established by agreement between the
4 Relator and each such public agency. The Court finds, for the reasons described in the Motion,
5 that the proposed Relator's Share of 50 percent of the Settlement Sum allocated to the Real Parties
6 in Interest who are neither *Armenta* Intervenors nor *Banning* Plaintiffs and who have not reached
7 separate agreements with Relator, are reasonable and consistent with Government Code Section
8 12652(g)(3).

9 8. In light of the findings set forth above, the Court approves dismissal of the *Armenta*
10 Action pursuant to the terms of the Settlement Agreement.

11 9. The Court approves the Allocation Plan and orders that the proceeds of the joint
12 settlement in the *Armenta* and *Banning* Actions be distributed pursuant to that plan.

13 10. The Court awards the Relator a 50 percent share of the recovery to be allocated to
14 the real parties in interest who did not intervene in the *Armenta* Action or participate in the
15 *Banning* Action, and who do not have separate agreements with Relator setting the share she is to
16 receive, as set forth in Rows 65-147 of Exhibit 2 to the Motion.

17 11. The Court further orders that the Real Parties in Interest are bound by the Releases
18 and the Settlement Agreement to the fullest extent permitted by law.

19 12. Pursuant to California Code of Civil Procedure Section 664.6, the Court retains
20 jurisdiction to resolve any disputes arising from or related to the Settlement Agreement or this
21 Order. All such disputes shall be referred, in the first instance, to the Honorable Peter D.
22 Lichtman, or if Judge Lichtman is unable or unavailable to hear the dispute, such judge as is then
23 presiding over the Actions.

24

25

Dated: _____, 2009.

Honorable Ann I. Jones

26

27

28

Exhibit B

ALAMEDA COUNTY WATER DISTRICT	Stephen B. Peck Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105
CITY OF BURBANK	Ronald Davis General Manager Burbank Water & Power 164 W Magnolia Blvd Burbank, CA 91502-1720
HELIX WATER DISTRICT	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
IRVINE RANCH WATER DISTRICT	Irvine Ranch Water District 15600 Sand Canyon Avenue P.O. Box 57000 Irvine, CA 92619-7000 Attn: General Manager
PADRE DAM MUNICIPAL WATER DISTRICT	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
CITY OF POMONA	Linda Lowry City Manager City of Pomona 505 S. Garey Avenue Pomona, CA 91766 <i>with copy to:</i> Arnold M. Alvarez-Glasman City Attorney City of Pomona 505 S. Garey Avenue Pomona, CA 91766
RANCHO CALIFORNIA WATER DISTRICT	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
CITY OF SAN DIEGO	City of San Diego c/o Office of the City Attorney 1200 Third Avenue, Suite 1100 San Diego, CA 92101 Attn: R. Clayton Welch, Deputy City Attorney

CITY OF SAN JOSE	Richard Doyle, City Attorney George Rios, Assistant City Attorney Margo Laskowska, Deputy City Attorney City of San Jose Office of the City Attorney 200 East Santa Clara Street San Jose, CA 95113-1905
SWEETWATER AUTHORITY	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
VALLEY CENTER MUNICIPAL WATER DISTRICT	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
CITY OF BANNING	Marie Calderon, City Clerk 99 E. Ramsey St. Banning, CA 92220 Anthony R. Taylor, Esq. Aleshire & Wynder, LLP 18881 Von Karman Avenue, Suite 400 Irvine, CA 92612
CITY OF CARLSBAD	Ronald Ball City Attorney 1200 Carlsbad Village Drive Carlsbad, CA 92008
CITY OF COLTON	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
CONTRA COSTA WATER DISTRICT	Kurt Ladensack Assistant General Manager Contra Costa Water District 1331 Concord Ave. Concord, CA 94520 Law Offices of Ari J. Lauer 500 Ygnacio Valley Road, Suite 325 Walnut Creek, California 94596 Re: Contra Costa Water District
CITY OF CORONA	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
CITY OF DEL MAR	City Attorney Leslie Devaney City of Del Mar 1050 Camino del Mar Del Mar, CA 92014-2698

CITY OF DELANO	Alan J. Peake City Attorney for the City of Delano Wall, Wall & Peake 1601 F Street Bakersfield, CA 93301
EL SINORE VALLEY MUNICIPAL WATER DISTRICT	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
CITY OF FULLERTON	Chris Meyer, City Manager City of Fullerton 303 W. Commonwealth Ave. Fullerton, CA 92832
	Ivy M. Tsai Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92832
CITY OF GLENDALE	Office of the City Attorney Attn: GWP Counsel 613 E. Broadway, Suite 220 Glendale, CA 91206
CITY OF HEMET	Eric S. Vail 2280 Market Street, Suite 300 Riverside, CA 92501 c/o Burke, Williams & Sorensen
CITY OF HUNTINGTON BEACH	Joan Flynn, City Clerk Howard Johnson, Water Operations Manager Scott Field, Assistant City Attorney City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648
CITY OF LA HABRA	Don Hannah, City Manager City of La Habra 201 E. La Habra Blvd. La Habra, CA 90633
	Ivy M. Tsai Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92832
CITY OF LOMA LINDA	Pamela Byrnes-O'Camb. City Clerk 25541 Barton Road Loma Linda, CA 92354

CITY OF LOMPOC	<p>City Attorney City of Lompoc 100 Civic Center Plaza P.O. Box 8001 Lompoc, CA 93438</p> <p>Lauren M. Barcelona City Administrator City of Lompoc 100 Civic Center Plaza P.O. Box 8001 Lompoc, CA 93438</p>
MESA CONSOLIDATED WATER DISTRICT	<p>Mesa Consolidated Water District 1965 Placentia Avenue Costa Mesa, CA 92627 Attn: General Manager</p>
MOULTON NIGUEL WATER DISTRICT	<p>Moulton Niguel Water District 27500 La Paz Road Laguna Niguel, CA 92677 Attention: General Manager</p>
CITY OF OCEANSIDE	<p>Water Utilities Director 300 North Coast Hwy. Oceanside, CA 92054 City Attorney 300 North Coast Hwy. Oceanside, CA 92054</p>
OLIVENHAIN MUNICIPAL WATER DISTRICT	<p>General Manager Olivenhain Municipal Water District 1966 Olivenhain Rd. Encinitas, CA 92024</p>
OTAY WATER DISTRICT	<p>Mark Watton General Manager 2554 Sweetwater Springs Boulevard Spring Valley, CA 91978-2096</p>
CITY OF OXNARD	<p>Alan Holmberg City Attorney City of Oxnard 300 West Third Street, Suite 300 Oxnard, CA 93030</p>
PALMDALE WATER DISTRICT	<p>Palmdale Water District Attn: General Manager 2029 East Avenue Q Palmdale, CA 93550</p>
CITY OF PASADENA	<p>Michele Beal Bagneris City Attorney 100 N. Garfield Ave., Suite N-210 Pasadena, CA 91101</p>

CITY OF PETALUMA	John C. Brown Petaluma City Manager 11 English Street Petaluma, CA 94952-2610
CITY OF PICO RIVERA	Charles P. Fuentes City Manager 6615 Passons Boulevard Pico Rivera, CA 90660-1016 Arnold Alvarez-Glasman David King Alvarez-Glasman & Colvin 13181 Crossroads Pkwy. North Suite 400 – West Tower City of Industry, CA 91746
CITY OF POWAY	Rod Gould City Manager P.O. Box 789 13325 Civic Center Drive Poway, CA 92704-0789
RAINBOW MUNICIPAL WATER DISTRICT	Dave Seymour General Manager Rainbow Municipal Water District 3707 Old Highway 395 Fallbrook, CA 92028
CITY OF REDLANDS	City Clerk City of Redlands P.O. Box 3005 Redlands, CA 92373
CITY OF RIVERSIDE	Mary Beth Coburn, Esq. Best Best & Krieger LLP 655 West Broadway, 15th Floor San Diego, CA 92101
CITY OF SACRAMENTO	Eileen Monaghan Teichert City Attorney City of Sacramento 915 I Street, Room 4010 Sacramento, CA 95814
SAN BERNARDINO MUNICIPAL WATER DEPARTMENT	Stacey R. Aldstadt General Manager 444 W. Rialto Avenue Suite D San Bernadino, CA 92401
CITY OF SANTA BARBARA	Stephen P. Wiley City Attorney City Attorney's Office City of Santa Barbara P.O. Box 1990 Santa Barbara, CA 93102

CITY OF SANTA CRUZ	John G. Barisone City Attorney 333 Church Street Santa Cruz, CA 95060
SANTA MARGARITA WATER DISTRICT	John Schatz, Esq. General Manager Santa Margarita Water District 26111 Antonio Parkway Las Flores, CA 92688
CITY OF SANTA MARIA	City Attorney City of Santa Maria 204 East Cook Street Santa Maria, CA 93454 Ref.: James Jones litigation
CITY OF SANTA ROSA	City of Santa Rosa Attn: Office of the City Attorney 100 Santa Rosa Avenue, Room 8 Santa Rosa, CA 95404
CITY OF SOUTH PASADENA	Richard L. Adams II Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92835
CITY OF UPLAND	William P. Curley III City Attorney City of Upland 355 South Grand Avenue, 40th Floor Los Angeles, CA 90071-3101
VALLECITOS WATER DISTRICT	Dennis O. Lamb Deputy General Manager Vallecitos Water District 201 Vallecitos De Oro San Marcos, CA 92069
CITY OF VALLEJO	Frederick G. Soley City Attorney City of Vallejo 555 Santa Clara Street Vallejo, CA 94590
VALLEY OF THE MOON WATER DISTRICT	Krishna Kumar General Manager Valley of the Moon Water District 19039 Bay Street P.O. Box 280 El Verano, CA 95433 Law Offices of Ari J. Lauer 500 Ygnacio Valley Road, Suite 325 Walnut Creek, California 94596 Re: Valley of the Moon Water District

CITY OF WESTMINSTER	Donald D. Lamm, City Manager City of Westminster 8200 Westminster Blvd. Westminster, CA 92683 Ivy M. Tsai Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92832
TOWN OF WINDSOR	J. Matthew Mullan Windsor Town Manager 9291 Old Redwood Highway P.O. Box 100 Windsor, CA 95492-0100
NORA ARMENTA	Eric R. Havian, Esq. Phillips & Cohen LLP 131 Steuart Street, Suite 501 San Francisco, California 94105
JAMES JONES COMPANY LLC	Robert Barker Executive Vice President and Corporate Secretary James Jones Company, LLC 1200 Abernathy Road, N.E. Suite 1200 Atlanta, GA 30328
MUELLER CO. LTD.	Robert Barker Executive Vice President and Corporate Secretary MCO1, LLC, on behalf of Mueller Co. Ltd. 1200 Abernathy Road, N.E. Suite 1200 Atlanta, GA 30328
TYCO INTERNATIONAL	General Counsel Tyco International Management Company individually, as successor to and formerly doing business as Tyco International (US), Inc. 9 Roszel Road Princeton, NJ 08540
WATTS WATER TECHNOLOGIES, INC.	Assistant General Counsel—Litigation Watts Water Technologies, Inc. 815 Chestnut Street North Andover, MA 01845-6098
PHILLIPS & COHEN LLP	Eric R. Havian Phillips & Cohen LLP 131 Steuart Street, Suite 501 San Francisco, CA 94105
IRELL & MANELLA LLP	S. Thomas Pollack Irell & Manella LLP 1800 Avenue of the Stars Los Angeles, CA 90067

HENNIGAN BENNETT & DORMAN LLP	Robert L. Palmer Hennigan Bennett & Dorman LLP 865 South Figueroa Street Suite 2900 Los Angeles, California 90017
BOWIE, ARNESON, WILES & GIANNONE	4920 Campus Drive Newport Beach, California 92660 Attention: Joan C. Arneson
BEST BEST KRIEGER LLP	Mary Beth Coburn, Esq. Best Best Krieger LLP 655 West Broadway 15th Floor San Diego, CA 92101

**CITY COUNCIL AGENDA
PUBLIC HEARING**

DATE: November 10, 2009

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Proposed Ordinance to Update Participation in the Transportation Uniform Mitigation Fee (TUMF) Program and adopt a Temporary TUMF Reduction; Resolution Adopting a TUMF Schedule and Temporary TUMF Reduction

RECOMMENDATION: The City Council adopt the following:

- I. Adopt Ordinance No. 1412, amending and updating the City's TUMF Ordinance.
- II. Adopt Resolution No. 2009-90, establishing a revised and updated fee schedule applicable under the Western Riverside County TUMF program and adopting a temporary TUMF reduction.

ALTERNATIVES:

Continuance: The City Council continue the public hearing to its November 24, 2009 meeting.

Denial: The City Council deny the proposed ordinance on the following basis: (the City Council will need to make its findings)

JUSTIFICATION: It is essential to adopt this ordinance and resolution in order to comply with the Transportation Uniform Mitigation Fee (TUMF) policy implemented by the Western Riverside Council of Governments (WRCOG).

BACKGROUND: The City is a Member Agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and sixteen (16) cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain "Western Riverside County Transportation Uniform Fee Nexus Study," ("2002 Nexus Study") later adopted by the WRCOG Executive Committee.

Based on the 2002 Nexus Study, the City adopted and implemented Ordinance No. 1291 authorizing the City's participation in a TUMF program during its regular meeting on March 5, 2003. On January 11, 2005 the City Council amended Ordinance No. 1291 by adopting Ordinance No. 1322, which increased the fees in order to keep pace with increased road construction costs. On February 6, 2006 the WRCOG Executive Committee adopted the "Western Riverside

Transportation Fee Nexus Study 2005 Update which resulted in the City's adoption of Ordinance 1344 amending and superseding Ordinance Nos. 1291 and 1322.

Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*), WRCOG has prepared a new nexus study ("2009 Nexus Study") to update the fees. The 2009 Nexus Study includes an Addendum discussing the need for a temporary reduction in fees. On September 14, 2009 and October 5, 2009, the WRCOG Executive Committee reviewed the 2009 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions update their fees by amending their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction. The WRCOG Executive Committee also authorized a temporary reduction in fees.

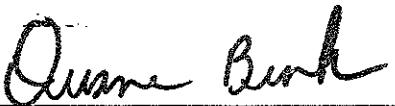
DISCUSSION: The proposed Ordinance provides the legal basis for a revised TUMF schedule and a one year temporary reduction in fees. The Ordinance also revises definitions of "Class A" and "Class B" Office and establishes a definition for "TUMF participating jurisdiction." The actual TUMF schedule and temporary fee schedule will be established through the Resolution, which the City Council may amend from time to time when needed.

In accordance with the Mitigation Fee Act, the proposed Ordinance and 2009 Nexus Study: (i) identify the purpose of the revised fees; (ii) identify the use to which the revised fees is to be put, including identification of any facilities to be financed; (iii) determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; (iv) determine how there is a reasonable relationship between the need for the public facilities and the type of development project upon which the fees are imposed; and (v) determine how there is a reasonable relationship between the amount of the fees and the cost of the public facilities or portion or the public facility attributable to the development on which the fees are imposed.

The Addendum discussing the need for a temporary fee reduction also sets forth a set of adjustments to the maximum TUMF share of the various Network and Transit project costs and addresses the issue of the resultant program funding shortfall. The adjustments assure a balance between the overall fee revenues generated at the reduced fee levels and the eligible project costs upon which the TUMF is based and the revenues expended.

FISCAL DATA: If approved, the new fees will take effect thirty (30) days after the 2nd reading of Ordinance 1412 per California law. As described in the 2009 Nexus Study, the reduction of TUMF will result in a shortfall in funding for TUMF projects. Per WRCOG, existing TIP projects will remain 100% funded by the TUMF program; however, due to the shortfall in funding projects may be delayed. **New projects added to the TIP during the 50% reduction one year period will be 50% funded by the TUMF program and 50% funded by alternative funding sources. (Note: The City does not anticipate adding any new projects to the TIP during the 50% reduction period.)** As recommended by WRCOG, alternative transportation funding sources may be utilized such as STP, CMAQ, and Measure "A" and other discretionary federal, state or local transportation funds. Additionally, in-kind services may qualify for the 50% match such as local agency planning, engineering or right of way acquisition, or right of way and roadway facility dedications by private developers. To ensure the funding shortfall is adequately addressed, a mandatory alternate match requirement may need to be established as part of the programming and implementation of TUMF projects, including projects sponsored by public agencies and those completed by private developers.

RECOMMENDED BY:


Duane Burk

Duane Burk
Director of Public Works

REVIEWED BY:


Kirby Warner

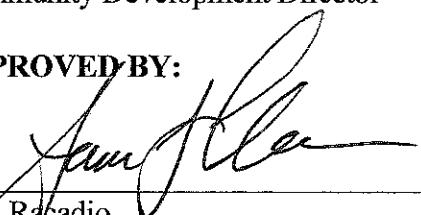
Kirby Warner
Interim Finance Director

REVIEWED BY:


Zai Abu Bakar

Zai Abu Bakar
Community Development Director

APPROVED BY:


Sam Racadio

Sam Racadio
Interim City Manager

ORDINANCE NO. 1412

AN ORDINANCE OF THE CITY OF BANNING AMENDING AND SUPERSEDING ORDINANCE NO. 1344 TO UPDATE ITS PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM AND ADOPT A TEMPORARY TUMF REDUCTION

THE CITY COUNCIL OF THE CITY OF BANNING (“CITY”) DOES ORDAIN AS FOLLOWS:

Section 1. Title.

This Ordinance shall be known as the “Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2009” (“Ordinance”).

Section 2. Findings.

- A. The City is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 16 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the “Regional System”) could be made up in part by a Transportation Uniform Mitigation Fee (“TUMF”) on future residential, commercial and industrial development. A map depicting the boundaries of Western Riverside County and the Regional System is attached here as Exhibit “A” and incorporated herein. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain “Western Riverside County Transportation Uniform Fee Nexus Study,” dated October 18, 2002 (the “2002 Nexus Study”) prepared in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*) and adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City adopted and implemented an ordinance authorizing the City’s participation in a TUMF Program.
- B. WRCOG, with the assistance of TUMF Participating Jurisdictions, has prepared an updated nexus study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2009 Update” (“2009 Nexus Study”) pursuant to California Government Code sections 66000 *et seq.* (the Mitigation Fee Act), for the purpose of updating the fees. On September 14 and October 5, 2009, the WRCOG Executive Committee reviewed the 2009 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program.

C. Consistent with its previous findings made in the adoption of Ordinance No. 1344, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential.

D. However, the City Council realizes the impact of an economic recession on development and the construction sector in Western Riverside County as indicated in the Addendum to the 2009 Nexus Study, attached and incorporated as part of the 2009 Nexus Study in Exhibit "B." The City Council finds that that a temporarily fifty percent (50%) reduction in TUMF fees through December 31, 2010 will encourage economic development by reducing the overall cost of development. The same adjustment of the entire TUMF Program will also assure that each development continues to contribute a fair share of the total Program costs without unduly burdening later projects to make up the TUMF revenues that would be effectively forfeited during the temporary reduction period. The City Council further finds that the resulting minor decrease in TUMF revenues will not have a material effect on the ability to fulfill the purposes of the TUMF Program or the ability to make the findings recited herein pursuant to the Mitigation Fee Act.

E. The City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied.

F. The City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF.

G. The City Council finds and determines that the cost estimates set forth in the new 2009 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development.

- H. The fees collected pursuant to this Ordinance shall be used to help pay for the design, planning, construction of and real acquisition for the Regional System improvements and its facilities as identified in the 2009 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements.
- I. By notice duly given and published, the City Council set the time and place for a public hearing on the 2009 Nexus Study and the fees proposed thereunder, and at least ten (10) days prior to this hearing, the City Council made the 2009 Nexus Study available to the public.
- J. At the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing.
- K. The City Council finds that the 2009 Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements and facilities to the Regional system.
- L. The City Council hereby adopts the 2009 Nexus Study, including its Addendum regarding temporary fee reduction, and its findings. The 2009 Nexus Study is attached and incorporated herein as Exhibit "B."
- M. The City Council hereby adopts this Ordinance to amend and supersede the provisions of Ordinance No. 1344.

Section 3. Definitions.

For the purpose of this Ordinance, the following words, terms and phrases shall have the following meanings:

- A. **“Class ‘A’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘A’ Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. **“Class ‘B’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘B’ Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

C. **“Development Project”** or **“Project”** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. **“Gross Acreage”** means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

E. **“Habitable Structure”** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

F. **“Industrial Project”** means any development project that proposes any industrial or manufacturing use allowed in the following Ordinance No. 348 zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

G. **“Low Income Residential Housing”** means residential units in publicly subsidized projects constructed as housing for low-income households as such households are defined pursuant to section 50079.5 of the Health and Safety Code. “Publicly subsidized projects,” as the term is used herein, shall not include any project or project applicant receiving a tax credit provided by the State of California Franchise Tax Board.

H. **“Multi Family Residential Unit”** means a development project that has a density of greater than eight (8) residential dwelling units per gross acre.

I. **“Non-Residential Unit”** means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

J. **“Recognized Financing District”** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

- K. **“Residential Dwelling Unit”** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. “Residential Dwelling Unit” shall not include hotels or motels.
- L. **“Retail Commercial Project”** means any development project that proposes any commercial use not defined as a service commercial project allowed in the following Ordinance No. 348 classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone.
- M. **“Service Commercial Project”** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices.
- N. **“Single Family Residential Unit”** means each residential dwelling unit in a development that has a density of eight (8) units to the gross acre or less.
- O. **“TUMF Participating Jurisdiction”** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

Section 4. Establishment of the Transportation Uniform Mitigation Fee.

- A. **Adoption of TUMF Schedule.** The City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time.
- B. **Fee Calculation.** The fees shall be calculated according to the calculation methodology fee set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. The following shall be observed for purposes of calculating the fee:
 - i. For non-residential projects, the fee rate utilized shall be based upon the predominant use of the building or structure identified in the building permit and as further specified in the TUMF Administrative Plan.
 - ii. For non residential projects, the fee shall be calculated on the total square footage of the building or structure identified in the building permit and as further specified in the TUMF Administrative Plan.

C. Fee Adjustment. The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Ordinance, the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this Ordinance, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this Ordinance.

D. Temporary Fee Reduction Period.

- i. Notwithstanding Section 4A of Ordinance No. 1412 and the adopted TUMF schedule, the City Council may, by separate resolution, adopt a reduced TUMF fee schedule applicable only through December 31, 2010. The TUMF may be so reduced by up to fifty percent (50%) of fees established in the schedule adopted pursuant to Section 4A of this Ordinance. If fees are reduced, all other sections of Ordinance No. 1412 shall still be effect during the temporary fee reduction period. After December 31, 2010, the regular TUMF schedule, as adopted by the City Council and revised from time to time pursuant to Section 4A of this Ordinance, shall automatically apply.
- ii. If reduced fees are paid pursuant to this Section 4D at issuance of building permit and either the application or the building permit expires, subsequent building permit application on the same parcel shall be subject to the full TUMF amount, unless the temporary fee reduction period is still in effect at the time the subsequent application is made.

E. Purpose. The purpose of the TUMF is to fund those certain improvements to the Regional System as depicted in Exhibit "A" and identified in the 2009 Nexus Study, Exhibit "B."

F. Applicability. The TUMF shall apply to all new development within the City, unless otherwise exempt hereunder.

G. Exemptions. The following new development shall be exempt from the TUMF:

- i. Low income residential housing.
- ii. Government/public buildings, public schools and public facilities.
- iii. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

- iv. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq.*, prior to the effective date of this Ordinance, wherein the imposition of new fees are expressly prohibited provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of this Ordinance, the TUMF shall be imposed.
- v. Guest Dwellings.
- vi. Additional single family residential units located on the same parcel pursuant to the provisions of any agricultural zoning classifications set forth in the Municipal Code.
- vii. Kennels and Catteries established in connection with an existing single family residential unit.
- viii. Detached Second Units.
- ix. The sanctuary building of a church or other house of worship, eligible for a property tax exemption.
- x. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

H. Credit. Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

Regional Tier

- i. **Arterial Credits:** If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study, including Addendum 1, for the Regional System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.
- ii. **Other Credits:** In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.
- iii. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study, including Addendum 1, for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

Local Tier

- i. The local jurisdictions shall compare facilities in local fee programs against the Regional System and eliminate any overlap in its local fee program except where there is a Recognized Financing District has been established.
- ii. If there is a Recognized Financing District established, the local agency may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

Section 5. Reimbursements.

Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study, including Addendum 1, effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Capital Improvements Program adopted annually by WRCOG.

Section 6. Procedures for the Levy, Collection and Disposition of Fees.

- A. **Authority of the Building Department.** The Director of Building & Safety, or his/her designee, is hereby authorized to levy and collect the TUMF and make all determinations required by this Ordinance.
- B. **Payment.** Payment of the fees shall be as follows:
 - i. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "Payment Date"). However this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the Payment Date, the amount of the fee due shall be based on the TUMF fee schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in the Ordinance and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.
 - ii. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this Ordinance, not the date the Ordinance is initially adopted. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

- iii. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.
- iv. Fees shall not be waived.

C. Disposition of Fees. All fees collected hereunder shall be transmitted to the Executive Director of WRCOG within thirty (30) days for deposit, investment, accounting and expenditure in accordance with the provisions of this Ordinance and the Mitigation Fee Act.

D. Appeals. Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

E. Reports to WRCOG. The Director of Building and Safety, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under Section 7 of this Ordinance.

Section 7. Appointment of the TUMF Administrator.

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to receive all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this Ordinance and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this Ordinance shall be contained in the TUMF Administrative Plan adopted May 5, 2003, and as may be amended from time to time. Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the revenue raised by the TUMF Program. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

Section 8. Effect.

No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Ordinance does not create any new TUMF.

Section 9. Severability.

If any one or more of the terms, provisions or sections of this Ordinance shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Ordinance shall not be affected thereby and shall be valid and enforceable.

Section 10. Judicial Review.

In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance shall be commenced within ninety (90) days of the date of adoption of this Ordinance.

Section 11. Ordinance No. 1412

This Ordinance supersedes the provisions of Ordinance No. 1344 provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, Ordinance No. 1344 and all other related ordinances and polices shall remain in full force and effect.

Section 12. Effective Date.

This Ordinance shall take effect (30) days after its 2nd reading in accordance with California law.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2009.

Robert E. Botts, Mayor

ATTEST:

**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, do hereby certify that the foregoing Ordinance No. 1412 was duly introduced at a regular meeting of the City Council of the City of Banning, California, held on the 10th day of November, 2009 and was duly adopted at a regular meeting of said City Council held on the _____ day of _____ 2009 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon
City Clerk of the
City of Banning

EXHIBIT "A"
MAP OF REGIONAL SYSTEM

Exhibit "A"

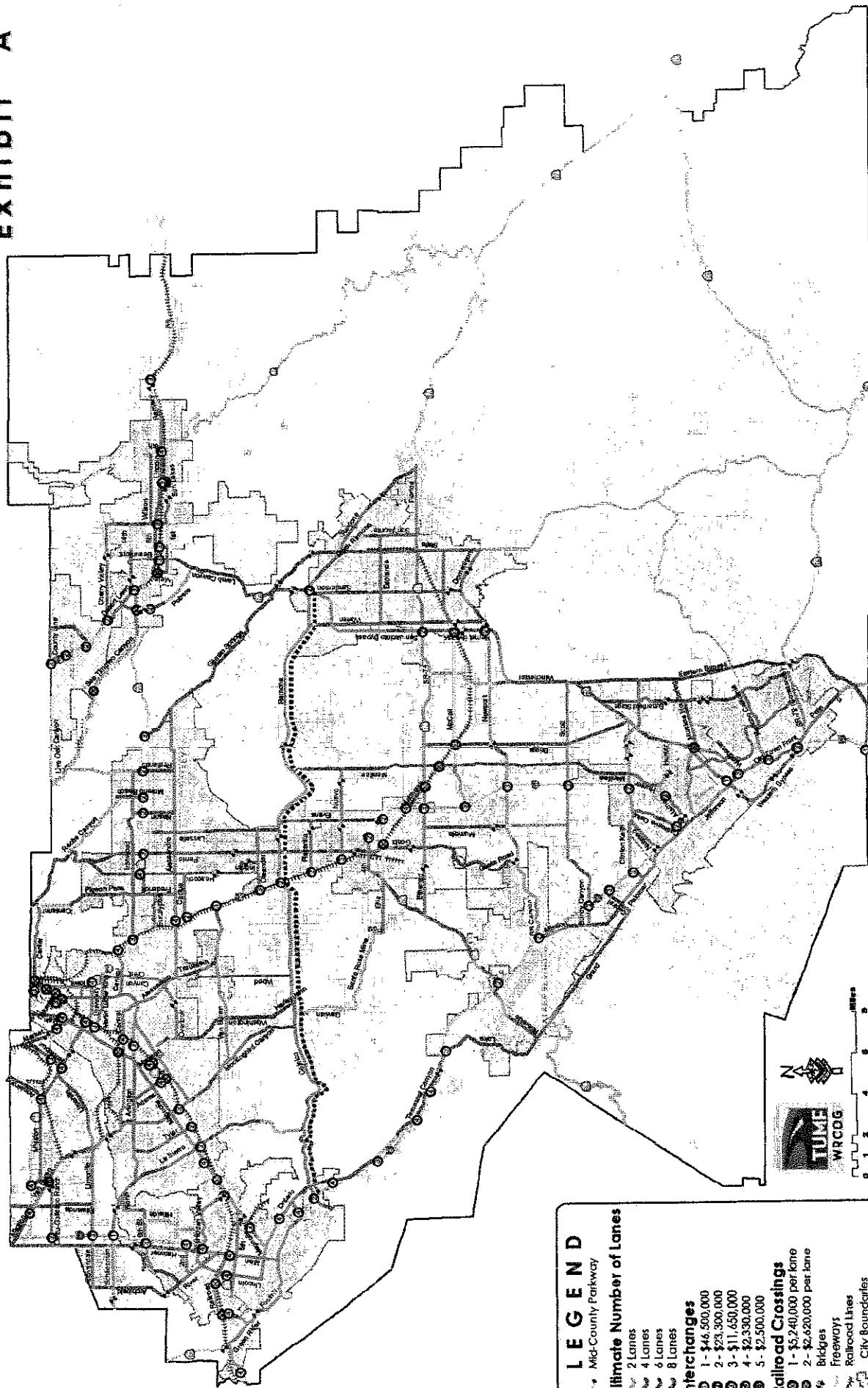
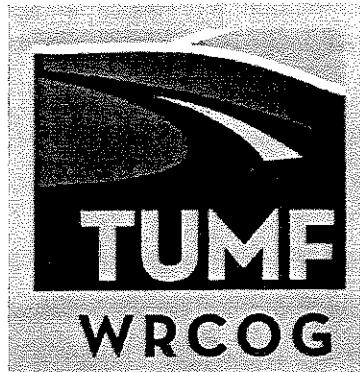


EXHIBIT "B"

NEXUS STUDY



**TRANSPORTATION UNIFORM MITIGATION FEE
NEXUS STUDY
2009 UPDATE**

**ADDENDUM 1
TEMPORARY FEE REDUCTION**

Prepared for

The Western Riverside Council of Governments

In Cooperation with

The City of Banning
The City of Beaumont
The City of Calimesa
The City of Canyon Lake
The City of Corona
The City of Hemet
The City of Lake Elsinore
The City of Menifee
The City of Moreno Valley
The City of Murrieta
The City of Norco
The City of Perris
The City of Riverside
The City of San Jacinto
The City of Temecula
The City of Wildomar
The County of Riverside
Eastern Municipal Water District
March Joint Powers Authority
Western Municipal Water District

Prepared by

Parsons Brinckerhoff.

DRAFT OCTOBER 4, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS	i
A1-1.0 BACKGROUND	1
A1-2.0 TUMF NEXUS IMPLICATIONS	4
A1-2.1 Maximum Eligible TUMF Share	5
A1-2.2 TUMF Program Revenue Shortfall	13
A1-3.0 APPENDICES	15

LIST OF TABLES

Table A1-2.1 - TUMF Network Cost Estimates – 50% ADJUSTED	6
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LIST OF FIGURES

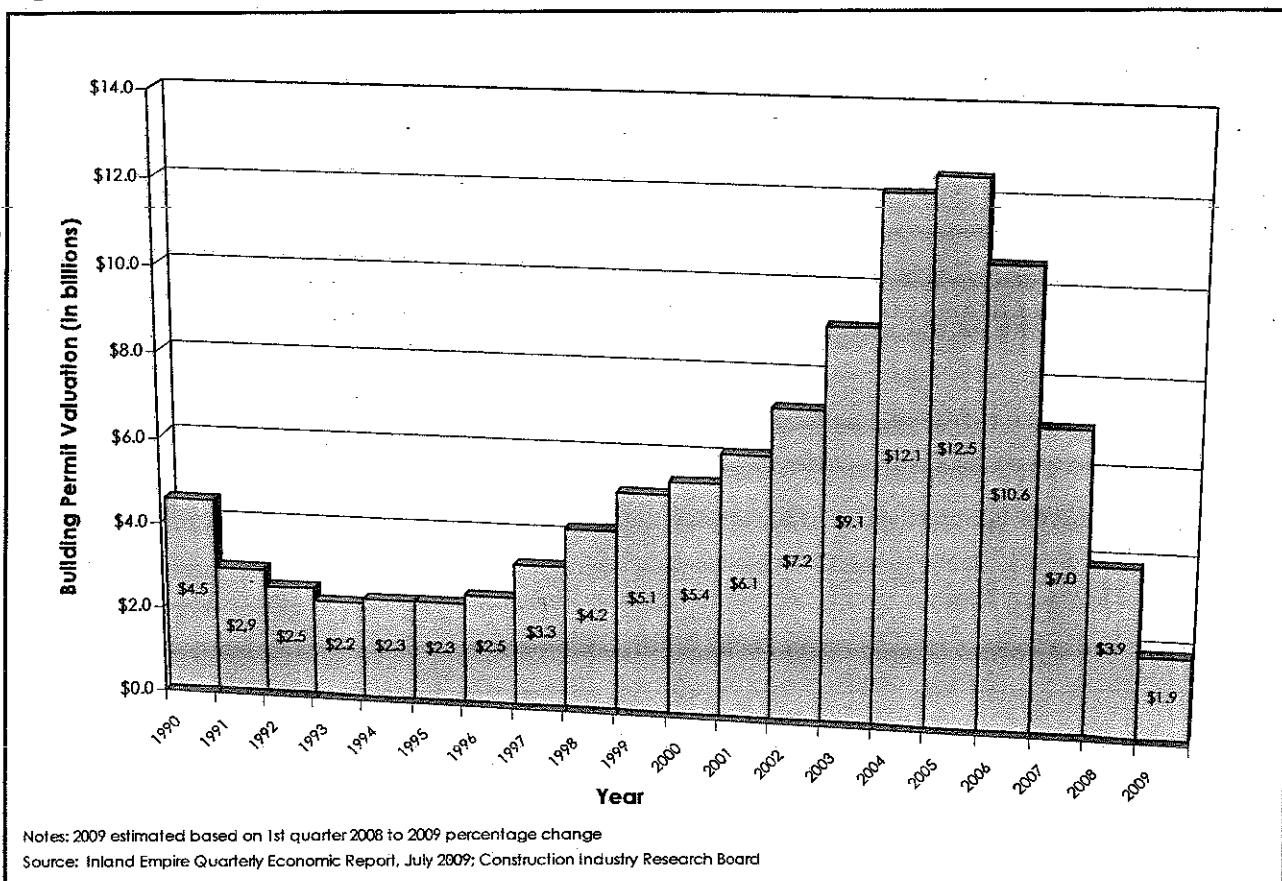
Figure A1-1.1 – Total Building Permit Valuation in the Inland Empire	1
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A1-1.0 BACKGROUND

The July 2009 Inland Empire Quarterly Economic Report¹ indicates that "in 2009, the Inland Empire is facing its most serious economic challenge since the 1930s." According to the report, the area lost 48,650 jobs in 2008 with a further loss of 82,600 jobs forecast in 2009. The report attributes the loss of jobs to declines in the construction, logistics and manufacturing sectors as well the region's population-serving activities.

Specifically addressing the construction sector, the report states "in 2005, the Inland Empire's developers received \$12.5 billion in construction permits....With the residential, retail, industrial and office sectors under enormous pressure, 2009 will see just \$1.9 billion in permits issued (based on first quarter 2009). That means a drop of \$10.6 billion (-84.7%) in funds entering the region. Of this drop, \$8.3 billion was lost by residential builders and \$2.3 billion by non-residential developers. The result is an estimated \$21.2 billion reduction in the area's economic activity. As a result, construction employment has fallen 49.0% from a peak of 127,500 in 2006 to 67,100 in 2009."

Figure A1-1.1 – Total Building Permit Valuation in the Inland Empire



¹ John E. Husing, Ph.D., Inland Empire Quarterly Economic Report, Riverside and San Bernardino Counties, California, Volume 21 Number 3, July 2009
(<http://www.wrcog.cog.ca.us/downloads/QER20July2009WRCOG.pdf>)

Figure A1-1.1 clearly illustrates the impact of the economic recession on the construction sector in the Inland Empire, including Western Riverside County. The significant declines in the Total Building Permit Valuation in the Inland Empire observed since 2005 is evident with the forecast valuation for 2009 at the lowest level in two decades.

The Inland Empire Quarterly Economic Report indicates that since "the residential construction depression has been the primary cause of the Inland Empire's deep downturn, that sector's re-emergence will be a key to recovery." The report indicates that housing "demand has returned to its mid-2002 volume, and price appears to be stabilizing near its first quarter 2002 level. However, roughly 70% of home sales are foreclosures." The report goes on to indicate that "the foreclosure supply will thus likely prevent home prices from rising to a level where residential construction can reemerge for several years. Given that construction labor and material costs have fallen, this time period will be shortened only if governmental fees, lot sizes and house sizes can be reduced.

Recognizing the significance of the current economic recession to Western Riverside County, business, community and government leaders established the Riverside Economic Development Red Team in 2008. The Red Team recommended three goals critical to recovery of the regional economy. These goals included "reduce the cost of building new homes so that the new home building industry can put people back to work."

In response to the Red Team recommendations, the Riverside County Board of Supervisors at the meeting on July 21, 2009 acted to reduce its local development impact fees (DIF) by 50%. As part of its action, the Board of Supervisors adopted a resolution encouraging the WRCOG Executive Committee to similarly consider a temporary TUMF reduction. A copy of the Riverside County Board of Supervisors July 21, 2009 action including the ordinance amendment and resolution to the WRCOG Executive Committee is included as **Appendix A1-A** to this Addendum. Consistent with the Red Team recommendation and the Riverside County Board of Supervisors July 21, 2009 action, almost one-third of the WRCOG jurisdictions have reduced development impact fees in the past year with others considering the matter over the next few months.

Following the action by the Riverside County Board of Supervisors, the Riverside Economic Development Red Team forwarded a letter to the WRCOG Executive Director reiterating the recommended goals and highlighting the actions of local jurisdictions to "create jobs and jump-start the economy by deferring and/or reducing construction fees." A copy of the letter from the Riverside Economic Development Red Team dated August 24, 2009 is included as **Appendix A1-B** to this Addendum.

At the meeting on September 14, 2009, the WRCOG Executive Committee considered a temporary reduction of the TUMF. The WRCOG Executive Committee "supported the Red Team recommendation and Board of Supervisors' request for a temporary 50% TUMF reduction for a one-year period, to be ratified at the next meeting." The WRCOG

Executive Committee in taking this action cited the importance of creating jobs in Western Riverside County by stimulating the housing market through lower fees.

At the meeting on October 5, 2009, the WRCOG Executive Committee ratified the previous action to "authorize a temporary 50% reduction in the current TUMF for one year commencing immediately and ending December 31, 2010." The WRCOG Executive Committee further resolved that "the reduced TUMF applies to new building permits associated with new development projects. If reduced fees are paid at the time application is made for a building permit and either the application or the building permit expires, subsequent building permit applications on the same parcel shall be subject to the full TUMF amount, unless the temporary fee reduction is still in effect at the time of the subsequent. No provision of the temporary TUMF reduction shall entitle any person who has already paid TUMF to receive a refund, credit or reimbursement of such payment."

A1-2.0 TUMF NEXUS IMPLICATIONS

The action of the WRCOG Executive Committee to temporarily reduce TUMF proportionally reduces the fees paid by each new development to mitigate its impact on the regional transportation system. Since the transportation impact of a particular development is a constant from the perspective of the Program, a reduction in the fees paid by the development means that the development is no longer contributing a fair share of the total cost to mitigate the cumulative impacts of new development on the regional transportation system based on the TUMF Program Nexus Study. As a result, the entire program basis must be adjusted accordingly to ensure that each development continues to contribute a fair share of the total Program costs without unduly burdening later projects to make up the TUMF revenues that are effectively forfeited during the temporary reduction period.

The program adjustment will be reflected in a commensurate reduction in the maximum TUMF share of the costs for each project in the Program. Subsequently, the TUMF revenues available for programming eligible project activities, including planning, design and construction, along with credits and reimbursements, are also reduced proportionately. In addition to assuring the Program Nexus, these adjustments prevent an imbalance in the TUMF Program revenues that are being programmed from occurring due to the temporary reduction in the share of project costs being collected. In effect, the adjustments ensures an appropriate balance is maintained between the overall fee revenue that is generated at the reduced fee levels compared to the eligible project costs upon which the TUMF is based and the revenues expended.

Despite the reduction in the level of the fee, the transportation impact of any new development remains constant and the reduction in fees means that the development is no longer contributing a fair share of the cost to mitigate its impacts. Since the burden to mitigate the impacts of the development cannot be passed on to other developments through the TUMF program, it is necessary for the TUMF revenues that are forfeited during the temporary reduction period to be made up from other sources.

The following sections will summarize the adjustments to the TUMF Program Nexus based on the 2009 Program Update Nexus Study. Specifically, the following sections will describe the adjustments to the maximum TUMF share of the various Network and Transit project costs before providing the adjusted Fee Schedule. The following sections will also address the issue of the resultant Program funding shortfall.

A1-2.1 Maximum Eligible TUMF Share

The calculation of the TUMF is based on the three basic variables – unit cost assumptions, recommended network improvements, and the change in development. In general, the fee for the TUMF program is calculated based on the following formula:

$$\frac{\text{Unit Cost Assumptions} \times \text{Recommended Network Improvements}}{\text{Change in Residential and Non-Residential Development}} = \text{TUMF}$$

Applying this formula, unit cost assumptions for the various eligible TUMF project types are used to estimate the overall cost to improve the TUMF Network as described in the TUMF Nexus Study. The resultant maximum eligible network improvement cost (or maximum TUMF share) is then divided proportionally between various residential and non-residential development categories such that each new development type contributes its 'fair share' to the program. Any change in one formula variable has a related impact on the overall fee, although it is important to note that the resultant impact to the overall fee is not necessarily directly proportional to the formula variable change due to the intricacies of the fee calculation.

In contrast, a discretionary change in the fee (such as the temporary 50% fee reduction) represents a change in the resultant value of this formula. As described previously, this change subsequently needs to be reflected in the basis for the fee in order to maintain the Program Nexus and ensure a balance between fee revenues and eligible expenditures. This change can be reflected by making a commensurate adjustment to the numerator (the maximum TUMF share) in the TUMF equation. Based on the methodology to calculate the maximum TUMF share, this can be accomplished most easily by reducing the unit cost assumptions proportional to the recommended fee reduction.

The adjusted unit cost assumptions and resultant adjusted maximum TUMF share will not represent the fair share cost to mitigate the cumulative regional impacts of new development on the transportation system. The resultant value represents the proportional share of the maximum eligible network improvement cost that will be collected by the Program based on a temporarily reduced fee level. This amount also represents the maximum TUMF share that can be programmed for expenditure on a project. Since administration of the Program is a relatively fixed cost, the Administration multiplier was increased to 5% for the period of the fee reduction to ensure sufficient revenues are generated to administer the Program during this time.

Table A1-2.1 presents the adjusted maximum eligible network improvement cost based on the temporary fee reduction. **Table A1-2.2** provides the adjusted Schedule of Fees in accordance with the WRCOG Executive Committee action of October 12, 2009.

Table A1-2.1 - TUMF Network Cost Estimates – 50% ADJUSTED

AREA PLAN DIST CITY	STREET NAME	SEGMENT FROM	SEGMENT TO	MILES	ADJUSTED COST	ADJ MAX TUMF SHARE
Central	Menifee	Ethanac	Goetz	0.99	\$1,770,000	\$1,770,000
Central	Menifee	Ethanac	Murietta	0.90	\$9,509,000	\$9,509,000
Central	Menifee	Goetz	I-215	2.00	\$4,010,000	\$3,534,000
Central	Menifee	Menifee	SR-74 (Pinacate)	2.49	\$3,751,000	\$3,751,000
Central	Menifee	Menifee	Holland	1.03	\$0	\$0
Central	Menifee	Menifee	Garbani	1.00	\$1,170,000	\$1,170,000
Central	Menifee	Menifee	Simpson	0.64	\$1,499,000	\$1,499,000
Central	Menifee	Menifee	Scott	0.98	\$0	\$0
Central	Menifee	Menifee	Aldergate	1.07	\$0	\$0
Central	Menifee	Menifee	Newport	1.81	\$1,273,000	\$1,273,000
Central	Menifee	Menifee	Holland	2.05	\$18,552,000	\$18,552,000
Central	Menifee	Menifee	Goetz			
Central	Menifee	Newport	Murietta	1-215		
Central	Menifee	Newport	I-215	0.95	\$1,110,000	\$1,086,000
Central	Menifee	Scott	I-215	2.04	\$20,935,000	\$20,244,000
Central	Menifee	Scott	Murietta	1.94	\$4,552,000	\$4,552,000
Central	Menifee	SR-74	Matthews	1-215	\$2,218,000	\$2,218,000
Central	Moreno Valley	Alessandro	I-215	1.89	\$4,552,000	\$4,552,000
Central	Moreno Valley	Alessandro	Peris	3.71	\$2,660,000	\$2,660,000
Central	Moreno Valley	Alessandro	Nason	2.00	\$6,100,000	\$6,100,000
Central	Moreno Valley	Alessandro	Moreno Beach	0.99	\$1,778,000	\$1,778,000
Central	Moreno Valley	Alessandro	Gilman Springs	4.13	\$4,840,000	\$4,840,000
Central	Moreno Valley	SR-60	SR-60	1.67	\$9,604,000	\$9,604,000
Central	Moreno Valley	Peris	Reche Vista	2.20	\$3,550,000	\$3,550,000
Central	Moreno Valley	Peris	Ironwood	0.52	\$8,081,000	\$8,081,000
Central	Moreno Valley	Peris	Sunnymead	2.00	\$7,171,000	\$6,683,000
Central	Moreno Valley	Peris	Cactus	3.50	\$9,427,000	\$6,975,000
Central	Moreno Valley	Peris	Harley Knox	1.66	\$3,303,000	\$2,548,000
Central	Moreno Valley	Reche Vista	Neacock	0.30	\$539,000	\$539,000
Central	Peris	11th/Case	Goetz	2.24	\$6,804,000	\$6,804,000
Central	Peris	Ethanac	Keystone	0.35	\$626,000	\$626,000
Central	Peris	Ethanac	I-215	4.55	\$41,159,000	\$41,159,000
Central	Peris	Mid-County	I-215	4.55	\$41,159,000	\$41,159,000
Central	Peris	Peris	Rider	1.00	\$2,333,000	\$1,696,000
Central	Peris	Peris	Ramona	2.49	\$2,922,000	\$2,917,000
Central	Peris	Peris	Citrus	0.50	\$0	\$0
Central	Peris	Peris	Nuevo	1.75	\$4,386,000	\$3,010,000
Central	Peris	Peris	11th	1.47	\$18,787,000	\$18,754,000
Central	Peris	Peris	Peris	1.00	\$3,039,000	\$3,039,000
Central	Peris	Peris	Rider	2.09	\$3,746,000	\$3,746,000
Central	Peris	Peris	I-215	2.29	\$16,153,000	\$16,153,000
Central	Peris	SR-74 (4th)	Keystone	1.07	\$2,506,000	\$2,506,000
Central	Unincorporated	Ethanac	Matthews	0.61	\$13,913,000	\$13,913,000
Central	Unincorporated	Ethanac	Bridge	4.98	\$6,789,000	\$5,020,000
Central	Unincorporated	Gilman Springs	SR-74 (Pinacate)	6.52	\$7,638,000	\$7,638,000
Central	Unincorporated	Menifee	Bridge	6.92	\$10,616,000	\$10,616,000
Central	Unincorporated	Mid-County	Rider	0.97	\$1,136,000	\$1,136,000
Central	Unincorporated	Ramona	Pico	5.95	\$24,804,000	\$23,851,000
Central	Unincorporated	Ramona	Bridge	3.35	\$10,446,000	\$8,771,000
Central	Unincorporated	Reche Canyon	Reche Vista	3.04	\$7,122,000	\$7,122,000
Central	Unincorporated	Scott	SR-79 (Winchester)	2.68	\$0	\$0
Central	Unincorporated	SR-74	Ethanan	2.60	\$10,609,000	\$17,420,000
Northwest	Corona	Foothill	Paseo Grande	2.81	\$0	\$0
Northwest	Corona	Foothill	Lincoln	0.89	\$1,594,000	\$1,594,000
Northwest	Corona	Foothill	California	0.52	\$931,000	\$646,000
Northwest	Corona	Green River	SR-91	0.56	\$1,114,000	\$1,101,000
Northwest	Corona	Green River	Dominguez Ranch	0.56	\$1,114,000	\$1,101,000
Northwest	Corona	Green River	Palisades	2.01	\$0	\$0
Northwest	Riverside	Alessandro	Palisades	2.21	\$0	\$0
Northwest	Riverside	Arlington	Arlington	5.92	\$0	\$0
Northwest	Riverside	Arlington	North	2.02	\$11,451,000	\$10,313,000
Northwest	Riverside	Van Buren	Magnolia	3.44	\$17,429,000	\$15,462,000
Northwest	Riverside	Van Buren	Santa Ana River	3.10	\$5,353,000	\$2,598,000
Northwest	Riverside	Van Buren	SR-91	0.43	\$0	\$0
Northwest	Riverside	Van Buren	Wood	1.27	\$1,782,000	\$1,755,000
Northwest	Unincorporated	Alessandro	Orange Terrace	1.22	\$0	\$0
Northwest	Unincorporated	Alessandro	Vista Grande	1.26	\$0	\$0
Northwest	Unincorporated	Cajalco	I-215	0.76	\$2,063,000	\$1,786,000
Northwest	Unincorporated	Cajalco	El Sobrante	5.79	\$20,772,000	\$20,325,000
Northwest	Unincorporated	Cajalco	Harley John	0.28	\$333,000	\$333,000
Northwest	Unincorporated	Cajalco	Harvil	0.66	\$17,336,000	\$7,907,000
Northwest	Unincorporated	Cajalco	I-15	3.21	\$11,468,000	\$11,468,000
Northwest	Unincorporated	Cajalco	Temescal Canyon	6.11	\$19,044,000	\$19,044,000
Northwest	Unincorporated	Cajalco	La Sierra	1.53	\$7,172,000	\$7,172,000
Northwest	Unincorporated	Schlesman	El Sobrante	0.50	\$1,790,000	\$1,790,000
Northwest	Unincorporated	Schlesman	Harrison	0.50	\$2,692,000	\$2,692,000
Northwest	Unincorporated	Schlesman	Summer	0.23	\$1,237,000	\$1,237,000
Northwest	Unincorporated	Schlesman	Cleveland	0.27	\$980,000	\$980,000
Northwest	Unincorporated	Schlesman	A Street	0.31	\$33,398,000	\$33,398,000
Northwest	Unincorporated	Schlesman	Hamner	1.97	\$12,972,000	\$12,972,000
Northwest	Unincorporated	Schlesman	I-15	1.43	\$2,562,000	\$1,076,000
Northwest	Unincorporated	Van Buren	SR-60	3.60	\$4,451,000	\$2,785,000
Northwest	Unincorporated	Van Buren	Bellegrave	4.41	\$7,907,000	\$6,174,000
Northwest	Unincorporated	Van Buren	Mockingbird Canyon	1.89	\$35,123,000	\$34,358,000
Northwest	Unincorporated	Van Buren	Orange Terrace			

Table A1-2.1 - TUMF Network Cost Estimates – 50% ADJUSTED (continued)

AREA PLAN DIST CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	MILES	ADJUSTED COST	ADJ MAX TUMF SHARE	
Pass	Beaumont	Beaumont	Oak Valley (14th)	1-10	\$0	\$0	
Pass	Beaumont	Potero	Oak Valley (San Timoteo Canyon)	1-17	\$34,596,000	\$0	
Pass	Beaumont	SR-79 (Beaumont)	4th	0.80	\$7,896,000	\$0	
Pass	Unincorporated	SR-79 (Beaumont)	Mellow	0.38	\$0	\$0	
Pass	Unincorporated	Potero	4th	0.45	\$1,054,000	\$1,054,000	
Pass	Unincorporated	Potero	1st	2.03	\$5,550,000	\$5,550,000	
Pass	Unincorporated	SR-79 (Lamb Canyon)	California	4.87	\$0	\$0	
San Jacinto	Hemet	Domenigoni	Warren	1.77	\$2,075,000	\$2,075,000	
San Jacinto	Hemet	Domenigoni	Sanderson	2.14	\$0	\$0	
San Jacinto	Hemet	SR-74	State	2.59	\$4,641,000	\$3,668,000	
San Jacinto	San Jacinto	Mid-County	Winchester	1.73	\$3,099,000	\$3,099,000	
San Jacinto	San Jacinto	Ramona	Warren	1.73	\$3,099,000	\$3,099,000	
San Jacinto	San Jacinto	Ramona	Sanderson	2.39	\$8,565,000	\$6,830,000	
San Jacinto	San Jacinto	Ramona	State	2.66	\$4,778,000	\$4,650,000	
San Jacinto	San Jacinto	Ramona	Main	2.08	\$8,715,000	\$8,715,000	
San Jacinto	San Jacinto	Ramona	Cedar	1.10	\$0	\$0	
San Jacinto	San Jacinto	Ramona	SR-74	3.10	\$4,880,000	\$4,392,000	
San Jacinto	Unincorporated	Domenigoni	Warren	2.95	\$3,454,000	\$3,454,000	
San Jacinto	Unincorporated	Gilman Springs	Bridge	2.35	\$2,752,000	\$2,752,000	
San Jacinto	Unincorporated	Mid-County	Bridge	2.35	\$5,505,000	\$5,505,000	
San Jacinto	Unincorporated	Ramona	Bridge	3.53	\$4,130,000	\$4,130,000	
San Jacinto	Unincorporated	SR-74	Briggs	3.22	\$31,224,000	\$31,224,000	
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	SR-74 (Florida)	1.50	\$5,272,000	\$5,272,000	
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	Domenigoni	6.50	\$38,995,000	\$38,995,000	
San Jacinto	Unincorporated	SR-79 (San Jacinto Bypass)	SR-74 (Florida)	1.92	\$13,103,000	\$12,253,000	
San Jacinto	Unincorporated	SR-79 (Sanderson)	Ramona	4.90	\$17,583,000	\$11,524,000	
San Jacinto	Unincorporated	SR-79 (Winchester)	Domenigoni	0.50	\$1,826,000	\$1,343,000	
Southwest	Canyon Lake	Goetz	Railroad Canyon	1.95	\$3,845,000	\$3,753,000	
Southwest	Canyon Lake	Railroad Canyon	Canyon Hills	2.29	\$17,494,000	\$17,494,000	
Southwest	Lake Elsinore	Railroad Canyon	I-15	2.48	\$13,704,000	\$13,394,000	
Southwest	Murrieta	Clinton Keith	I-15	0.83	\$0	\$0	
Southwest	Murrieta	Clinton Keith	Copper Craft	0.83	\$0	\$0	
Southwest	Murrieta	Clinton Keith	Toulon	1-215	\$17,123,000	\$17,123,000	
Southwest	Murrieta	Clinton Keith	I-215	0.75	\$875,000	\$875,000	
Southwest	Murrieta	French Valley (Date)	Meadowlark	1.03	\$1,852,000	\$1,852,000	
Southwest	Murrieta	Meadowlark (Merilee)	Margarita	2.00	\$4,685,000	\$4,685,000	
Southwest	Murrieta	Merilee	Clinton Keith	1.08	\$0	\$0	
Southwest	Temecula	French Valley	Clinton Keith	0.91	\$0	\$0	
Southwest	Temecula	French Valley	Margarita	1.29	\$38,875,000	\$25,954,000	
Southwest	Temecula	French Valley	Ynez	2.36	\$11,566,000	\$11,566,000	
Southwest	Temecula	French Valley	Murrieta Creek	1-15 (Front)	\$10,413,000	\$10,413,000	
Southwest	Temecula	French Valley	Rancho California	1.86	\$26,791,000	\$7,896,000	
Southwest	Temecula	SR-79 (Winchester)	Murrieta Hot Springs	2.70	\$17,222,000	\$17,222,000	
Southwest	Wildomar	Bundy Canyon	I-15	3.42	\$17,222,000	\$17,222,000	
Southwest	Wildomar	Bundy Canyon	Sunset	1.01	\$2,357,000	\$2,357,000	
Southwest	Wildomar	Clinton Keith	Palomar	1-15	0.55	\$0	\$0
Southwest	Unincorporated	Benton	SR-79	2.40	\$2,814,000	\$2,814,000	
Southwest	Unincorporated	Clinton Keith	Meadowlark	2.54	\$23,958,000	\$23,958,000	
Southwest	Unincorporated	Newport	Menifee	0.77	\$0	\$0	
Southwest	Unincorporated	Newport	Lindenberger	3.58	\$0	\$0	
Southwest	Unincorporated	SR-74	I-15	4.89	\$22,828,000	\$22,784,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass/Woshia)	Ehancac	4.52	\$5,713,000	\$5,713,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass)	Borel	4.04	\$12,693,000	\$12,493,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass/Anza)	Vino	4.49	\$6,125,000	\$6,125,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass/Anza)	SR-79 (Constance)	1.14	\$3,945,000	\$3,945,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass/Anza)	Santa Rita	1.77	\$4,829,000	\$4,829,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass/Anza)	Fairview	1.48	\$4,039,000	\$4,039,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass)	Pala	4.21	\$30,958,000	\$30,958,000	
Southwest	Unincorporated	SR-79 (Eastern Bypass)	I-15	2.47	\$4,423,000	\$4,423,000	
Southwest	Unincorporated	SR-79 (Winchester)	Keller	1.81	\$3,248,000	\$1,810,000	
Southwest	Unincorporated	SR-79 (Winchester)	Thompson	0.50	\$903,000	\$381,000	
Southwest	Unincorporated	SR-79 (Winchester)	La Alba	1.14	\$0	\$0	
Southwest	Unincorporated	SR-79 (Winchester)	Hunter	1.14	\$0	\$0	
			Murrieta Hot Springs	295.15	\$1,054,393,000	\$892,539,000	
Subtotal							

Table A1-2.1 - TUMF Network Cost Estimates – 50% ADJUSTED (continued)

AREA PLAN DIST CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	MILES	ADJUSTED COST	ADJ MAX TUMF SHARE
Central	Menifee	Briggs	Newport	3.05	\$3,574,000	\$3,574,000
Central	Menifee	Goetz	Juanita	2.61	\$3,057,000	\$2,966,000
Central	Menifee	Goetz	Newport	1.36	\$0	\$0
Central	Menifee	Holland	Antelope	1.00	\$6,511,000	\$6,511,000
Central	Menifee	McCall	Menifee	4.45	\$5,209,000	\$5,209,000
Central	Menifee	McCall	SR-79 (Winchester)	2.58	\$3,016,000	\$3,016,000
Central	Menifee	McCall	I-215	1.23	\$9,334,000	\$9,334,000
Central	Menifee	McCall	Aspel	0.95	\$2,235,000	\$2,235,000
Central	Menifee	Menifee	McCall	1.95	\$1,621,000	\$1,621,000
Central	Menifee	Murieta	Ethancoc	2.03	\$0	\$0
Central	Menifee	Murieta	McCall	3.00	\$0	\$0
Central	Menifee	Murieta	Newport	1.81	\$18,587,000	\$18,587,000
Central	Moreno Valley	Cactus	I-215	1.00	\$1,345,000	\$1,345,000
Central	Moreno Valley	Eucalyptus	I-215	0.67	\$0	\$0
Central	Moreno Valley	Eucalyptus	Towngate	1.55	\$0	\$0
Central	Moreno Valley	Frederick	SR-60	2.79	\$4,880,000	\$3,362,000
Central	Moreno Valley	Heacock	Cactus	4.73	\$0	\$0
Central	Moreno Valley	Heacock	Reche Vista	0.74	\$1,496,000	\$1,238,000
Central	Moreno Valley	Heacock	San Michele	8.46	\$17,756,000	\$17,756,000
Central	Moreno Valley	Ironwood	SR-60	1.00	\$1,073,000	\$1,073,000
Central	Moreno Valley	Lasselle	Eucalyptus	1.00	\$1,437,000	\$1,437,000
Central	Moreno Valley	Lasselle	Alessandro	3.14	\$0	\$0
Central	Moreno Valley	Lasselle	John F Kennedy	2.02	\$18,606,000	\$18,606,000
Central	Moreno Valley	Moreno Beach	Reche Canyon	0.43	\$0	\$0
Central	Moreno Valley	Nason	Ironwood	3.23	\$1,161,000	\$1,161,000
Central	Moreno Valley	Pigeon Pass	Ironwood	4.02	\$0	\$0
Central	Moreno Valley	Pigeon Pass/CETAP Corridor	Canfarini	2.68	\$20,961,000	\$20,613,000
Central	Moreno Valley	Reche Canyon	Reche Vista	1.37	\$18,688,000	\$18,688,000
Central	Moreno Valley	Redlands	Locust	2.02	\$0	\$0
Central	Moreno Valley	Sunnymead	Frederick	1.92	\$26,187,000	\$26,187,000
Central	Peris	Ellis	SR-74 (4th)	1.50	\$985,000	\$985,000
Central	Peris	Evans	Placentia	0.59	\$693,000	\$693,000
Central	Peris	Evans	Morgan	1.99	\$8,011,000	\$8,011,000
Central	Peris	Evans	Oleander	0.99	\$0	\$0
Central	Peris	Evans	Placentia	0.58	\$0	\$0
Central	Peris	Evans	Rider	0.49	\$580,000	\$580,000
Central	Peris	Evans	Rider	1.04	\$1,218,000	\$977,000
Central	Peris	Goetz	Lesser	1.53	\$10,644,000	\$10,644,000
Central	Peris	Harley Knox	I-215	0.50	\$224,000	\$224,000
Central	Peris	Harley Knox	Indian	1.03	\$3,696,000	\$3,696,000
Central	Peris	Harley Knox	Peris	1.36	\$10,330,000	\$10,330,000
Central	Peris	Nuevo	I-215	1.00	\$2,156,000	\$2,156,000
Central	Peris	Nuevo	Murieta	0.37	\$17,020,000	\$17,020,000
Central	Peris	Placentia	I-215	1.00	\$1,170,000	\$1,170,000
Central	Peris	Placentia	Indian	0.25	\$0	\$0
Central	Peris	Placentia	Redlands	0.75	\$4,270,000	\$4,270,000
Central	Peris	Placentia	Wilson	2.50	\$7,896,000	\$7,896,000
Central	Peris	SR-74 (Matthews)	I-215 (mostly in Peris)	1.53	\$4,294,000	\$4,294,000
Central	Unincorporated	Briggs	SR-74 (Pinacate)	1.50	\$16,733,000	\$16,733,000
Central	Unincorporated	Briggs	Simpson	2.65	\$3,102,000	\$3,102,000
Central	Unincorporated	Center (Main)	I-215	0.61	\$945,000	\$945,000
Central	Unincorporated	Ellis	Post	2.00	\$4,012,000	\$4,012,000
Central	Unincorporated	Mount Vernon/CETAP Corridor	Canfarini	3.38	\$10,544,000	\$10,544,000
Central	Unincorporated	Pigeon Pass/CETAP Corridor	Santa Rosa Mine	0.44	\$0	\$0
Central	Unincorporated	Post	San Timoteo Canyon	2.60	\$0	\$0
Central	Unincorporated	Redlands	Locust	4.84	\$0	\$0
Northwest	Corona	6th	SR-91	0.30	\$6,148,000	\$0
Northwest	Corona	Auto Center	Railroad	0.59	\$0	\$0
Northwest	Corona	Hidden Valley	Norco Hills	3.20	\$0	\$0
Northwest	Corona	Lincoln	Parkridge	0.61	\$2,352,000	\$2,352,000
Northwest	Corona	Magnolia	6th	0.39	\$0	\$0
Northwest	Corona	Magnolia	Sherborn	1.17	\$0	\$0
Northwest	Corona	Magnolia	Rimpau	0.88	\$1,031,000	\$975,000
Northwest	Corona	Main	Grand	0.74	\$0	\$0
Northwest	Corona	Main	Ontario	0.35	\$624,000	\$479,000
Northwest	Corona	Main	Hidden Valley	0.86	\$0	\$0
Northwest	Corona	Main	Parkridge	0.33	\$0	\$0
Northwest	Corona	Main	SR-91	0.94	\$21,071,000	\$19,171,000
Northwest	Corona	Main	S. Grand	0.86	\$2,365,000	\$2,365,000
Northwest	Corona	McKinley	Hidden Valley	0.57	\$0	\$0
Northwest	Corona	McKinley	Promenade	0.33	\$0	\$0
Northwest	Corona	McKinley	SR-91	0.31	\$1,693,000	\$1,693,000
Northwest	Corona	Ontario	I-15	0.78	\$577,000	\$316,000
Northwest	Corona	Ontario	Lincoln	0.65	\$0	\$0
Northwest	Corona	Ontario	Buena Vista	0.42	\$884,000	\$884,000
Northwest	Corona	Ontario	Main	0.60	\$0	\$0
Northwest	Corona	Ontario	Kellogg	0.42	\$0	\$0
Northwest	Corona	Ontario	Fullerton	0.32	\$2,265,000	\$1,513,000
Northwest	Corona	Ontario	Rimpau	0.27	\$0	\$0
Northwest	Corona	Railroad	Auto Club	1.97	\$6,148,000	\$6,148,000
Northwest	Corona	Railroad	Sherman	1.26	\$2,265,000	\$1,513,000
Northwest	Corona	River	Corydon	0.96	\$0	\$0
Northwest	Corona	Serfas Club	SR-91	2.27	\$0	\$0

Table A1-2.1 - TUMF Network Cost Estimates – 50% ADJUSTED (continued)

AREA PLAN DIST CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	MILES	ADJUSTED COST	ADJ MAX TUMF SHARE
Northwest	Norco	1st	Parkridge	0.26	\$300,000	\$300,000
Northwest	Norco	1st	Mountain	0.26	\$0	\$0
Northwest	Norco	2nd	River	1.44	\$1,682,000	\$1,160,000
Northwest	Norco	6th	Hamner	1.71	\$7,896,000	\$7,896,000
Northwest	Norco	Arlington	North	0.97	\$1,141,000	\$1,141,000
Northwest	Norco	California	Arlington	0.98	\$1,759,000	\$1,759,000
Northwest	Norco	Corydon	River	1.46	\$2,628,000	\$2,628,000
Northwest	Norco	Hamner	Santa Ana River	3.05	\$5,476,000	\$5,476,000
Northwest	Norco	Hidden Valley	I-15	1.52	\$0	\$0
Northwest	Norco	Hidden Valley	Hamner	0.13	\$0	\$0
Northwest	Norco	Norco	Corydon	1.20	\$2,159,000	\$2,159,000
Northwest	Norco	North	California	0.81	\$0	\$0
Northwest	Norco	River	Archibald	1.14	\$2,045,000	\$1,164,000
Northwest	Riverside	14th	Market	0.89	\$0	\$0
Northwest	Riverside	1st	Main	0.08	\$0	\$0
Northwest	Riverside	3rd	I-215	0.36	\$0	\$0
Northwest	Riverside	Adams	Chicago	1.56	\$0	\$0
Northwest	Riverside	Adams	SR-91	0.54	\$6,148,000	\$6,148,000
Northwest	Riverside	Buena Vista	Santa Ana River	0.30	\$0	\$0
Northwest	Riverside	Canyon Crest	Central	0.59	\$0	\$0
Northwest	Riverside	Canyon Crest	Country Club	0.94	\$1,284,000	\$927,000
Northwest	Riverside	Canyon Crest	Via Vista	0.68	\$0	\$0
Northwest	Riverside	Canyon Crest	Alessandro	0.95	\$0	\$0
Northwest	Riverside	Central	Martin Luther King	2.15	\$0	\$0
Northwest	Riverside	Central	Chicago	0.76	\$1,363,000	\$1,363,000
Northwest	Riverside	Central	SR-91	2.05	\$0	\$0
Northwest	Riverside	Central	Alessandro	3.53	\$0	\$0
Northwest	Riverside	Central	Van Buren	3.42	\$0	\$0
Northwest	Riverside	Chicago	Spruce	0.75	\$13,195,000	\$13,195,000
Northwest	Riverside	Chicago	Columbia	1.09	\$14,044,000	\$14,044,000
Northwest	Riverside	Columbia	Main	2.25	\$13,254,000	\$13,254,000
Northwest	Riverside	Iowa	Center	0.51	\$0	\$0
Northwest	Riverside	Iowa	3rd	0.48	\$0	\$0
Northwest	Riverside	JFK	University	0.19	\$0	\$0
Northwest	Riverside	La Sierra	Wood	0.78	\$0	\$0
Northwest	Riverside	La Sierra	SR-91	0.25	\$0	\$0
Northwest	Riverside	La Sierra	Indiana	0.51	\$0	\$0
Northwest	Riverside	Lemon (NB One way)	Victoria	0.55	\$0	\$0
Northwest	Riverside	Lincoln	University	1.55	\$0	\$0
Northwest	Riverside	Lincoln	Washington	1.54	\$0	\$0
Northwest	Riverside	Lincoln	Victoria	1.43	\$2,567,000	\$2,567,000
Northwest	Riverside	Lincoln	Arlington	0.28	\$0	\$0
Northwest	Riverside	Madison	Victoria	0.86	\$6,148,000	\$6,148,000
Northwest	Riverside	Magnolia	SR-91	3.09	\$6,148,000	\$6,148,000
Northwest	Riverside	Magnolia	BNSF RR	2.70	\$0	\$0
Northwest	Riverside	Magnolia	La Sierra	5.98	\$6,148,000	\$6,148,000
Northwest	Riverside	Main	Harrison	14th	\$0	\$0
Northwest	Riverside	Market	San Bernardino County	2.19	\$0	\$0
Northwest	Riverside	Marin Luther King	Santa Ana River	2.03	\$0	\$0
Northwest	Riverside	Mission Inn	I-215/SR-60	2.11	\$3,788,000	\$3,447,000
Northwest	Riverside	Overlook	Redwood	0.79	\$0	\$0
Northwest	Riverside	Overlook	Sandtrack	0.32	\$0	\$0
Northwest	Riverside	Overlook	Washington	0.56	\$0	\$0
Northwest	Riverside	Overlook	Bodewin/Via Montecito	0.56	\$0	\$0
Northwest	Riverside	Overlook	Crystal View	0.81	\$1,606,000	\$1,606,000
Northwest	Riverside	Overlook	Via Vista	0.55	\$6,361,000	\$6,361,000
Northwest	Riverside	Redwood (SB One way)	Sandtrack	0.63	\$1,252,000	\$1,252,000
Northwest	Riverside	Redwood	Mission Inn	0.08	\$0	\$0
Northwest	Riverside	Tyler	Alessandro	2.19	\$0	\$0
Northwest	Riverside	Tyler	SR-91	0.43	\$16,153,000	\$16,153,000
Northwest	Riverside	Tyler	Magnolia	0.27	\$0	\$0
Northwest	Riverside	Tyler	Hole	1.06	\$0	\$0
Northwest	Riverside	Tyler	Wells	1.35	\$2,424,000	\$2,424,000
Northwest	Riverside	University	Arlington	0.86	\$0	\$0
Northwest	Riverside	University	SR-91	2.01	\$0	\$0
Northwest	Riverside	Victoria	I-215/SR-60	0.52	\$0	\$0
Northwest	Riverside	Washington	Washington	2.05	\$3,686,000	\$3,686,000
Northwest	Riverside	Wood	JFK	0.70	\$410,000	\$410,000
Northwest	Riverside	Wood	Van Buren	0.11	\$0	\$0
Northwest	Riverside	Wood	Bergamont	0.39	\$184,000	\$184,000
Northwest	Unincorporated	Archibald	Krameria	3.63	\$6,628,000	\$5,617,000
Northwest	Unincorporated	Armstrong	River	1.53	\$687,000	\$583,000
Northwest	Unincorporated	Bellgrave	Valley	0.29	\$337,000	\$304,000
Northwest	Unincorporated	Cantu-Galleano Ranch	Van Buren	0.94	\$0	\$0
Northwest	Unincorporated	Cantu-Galleano Ranch	Wineville	1.82	\$3,411,000	\$3,411,000
Northwest	Unincorporated	Cantu-Galleano Ranch	I-15	0.21	\$0	\$0
Northwest	Unincorporated	Das Lagos (Wetrick)	Temescal Canyon	0.56	\$651,000	\$651,000
Northwest	Unincorporated	El Cerrito	I-15	1.00	\$0	\$0
Northwest	Unincorporated	Etiwanda	Ontario	3.00	\$0	\$0
Northwest	Unincorporated	Etiwanda	SR-60	Limonite	\$0	\$0

Table A1-2.1 - TUMF Network Cost Estimates – 50% ADJUSTED (continued)

AREA PLAN DIST CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	MILES	ADJUSTED COST	ADJ MAX TUMF SHARE
Northwest	Unincorporated	Hamner	Belgrave	0.42	\$486,000	\$486,000
Northwest	Unincorporated	Hamner	Amberhill	0.49	\$1,151,000	\$925,000
Northwest	Unincorporated	Hamner	Limonite	1.00	\$1,168,000	\$1,168,000
Northwest	Unincorporated	Hamner	Schlesman	1.29	\$13,836,000	\$12,850,000
Northwest	Unincorporated	Hamner	Mission	1.11	\$1,299,000	\$1,278,000
Northwest	Unincorporated	Harley John	Washington	0.12	\$0	\$0
Northwest	Unincorporated	Harley John	Scottsdale	1.19	\$1,392,000	\$1,392,000
Northwest	Unincorporated	La Sierra	Cajalco	2.22	\$0	\$0
Northwest	Unincorporated	La Sierra	El Sobrante	2.36	\$0	\$0
Northwest	Unincorporated	Limonite	Cajalco	1.99	\$2,337,000	\$2,187,000
Northwest	Unincorporated	Limonite	Archibald	0.62	\$8,617,000	\$8,376,000
Northwest	Unincorporated	Limonite	Hamner	0.40	\$0	\$0
Northwest	Unincorporated	Limonite	I-15	0.99	\$0	\$0
Northwest	Unincorporated	Limonite	Wineville	2.72	\$6,370,000	\$4,651,000
Northwest	Unincorporated	Limonite	Etiwanda	0.79	\$930,000	\$930,000
Northwest	Unincorporated	Limonite	Van Buren	2.45	\$0	\$0
Northwest	Unincorporated	Limonite	Clay	1.74	\$6,221,000	\$5,878,000
Northwest	Unincorporated	Market	Rubidoux	1.61	\$0	\$0
Northwest	Unincorporated	Mission	Milliken	7.39	\$0	\$0
Northwest	Unincorporated	Mission	SR-60	4.34	\$5,916,000	\$5,788,000
Northwest	Unincorporated	Mockingbird Canyon	Van Buren	0.95	\$0	\$0
Northwest	Unincorporated	Riverview	Limonite	2.65	\$7,896,000	\$7,896,000
Northwest	Unincorporated	Rubidoux	San Bernardino County	0.65	\$707,000	\$707,000
Northwest	Unincorporated	Temescal Canyon	Ortario	0.91	\$0	\$0
Northwest	Unincorporated	Temescal Canyon	Tuscany	1.10	\$1,504,000	\$1,506,000
Northwest	Unincorporated	Temescal Canyon	Dos Lagos	1.89	\$2,573,000	\$2,573,000
Northwest	Unincorporated	Temescal Canyon	Leroy	0.28	\$7,896,000	\$7,896,000
Northwest	Unincorporated	Temescal Canyon	Dawson Canyon	3.41	\$5,309,000	\$5,309,000
Northwest	Unincorporated	Temescal Canyon	I-15	2.55	\$3,475,000	\$3,475,000
Northwest	Unincorporated	Temescal Canyon	Park Canyon	0.48	\$0	\$0
Northwest	Unincorporated	Temescal Canyon	Indian Truck Trail	0.48	\$0	\$0
Northwest	Unincorporated	Valley	Armstrong	3.96	\$4,641,000	\$4,641,000
Northwest	Unincorporated	Washington	Hermosa	2.99	\$3,499,000	\$3,499,000
Northwest	Unincorporated	Wood	Krameria	0.54	\$0	\$0
Pass	Banning	8th	Wilson	0.73	\$1,316,000	\$658,000
Pass	Banning	Highland Springs	Oak Valley (14th)	1.53	\$2,752,000	\$1,376,000
Pass	Banning	Highland Springs	Chem Valley	3.29	\$15,041,000	\$15,041,000
Pass	Banning	I-10 Bypass South	I-10	2.01	\$0	\$0
Pass	Banning	Lincoln	Sunset	1.70	\$0	\$0
Pass	Banning	Ramsey	SR-243	3.55	\$0	\$0
Pass	Banning	Ramsey	Wilson (8th)	0.62	\$0	\$0
Pass	Banning	SR-243	I-10	1.00	\$5,258,000	\$5,258,000
Pass	Banning	Sun Lakes	Highland Home	1.33	\$0	\$0
Pass	Banning	Sun Lakes	Highland Springs	0.28	\$21,597,000	\$21,597,000
Pass	Banning	Sunset	Ramsey	2.51	\$0	\$0
Pass	Banning	Wilson (8th)	Highland Home	1.01	\$1,807,000	\$1,807,000
Pass	Banning	Wilson (8th)	Highland Springs	1.28	\$2,304,000	\$0
Pass	Beaumont	1st	Viele	1.10	\$0	\$0
Pass	Beaumont	1st	Pennsylvania	2.24	\$0	\$0
Pass	Beaumont	6th	I-10	0.99	\$1,155,000	\$0
Pass	Beaumont	Desert Lawn	Champions	0.76	\$9,262,000	\$8,579,000
Pass	Beaumont	Highland Springs	Wilson (8th)	1.13	\$0	\$0
Pass	Beaumont	Oak Valley (14th)	Oak Valley	1.40	\$0	\$0
Pass	Beaumont	Oak Valley (14th)	I-10	0.65	\$10,267,000	\$0
Pass	Beaumont	Oak Valley (14th)	Beaumont City Limits	3.46	\$0	\$0
Pass	Beaumont	Oak Valley (STC)	Chem Valley (J St / Central Over)	1.67	\$1,952,000	\$0
Pass	Beaumont	Oak Valley (STC)	6th	0.53	\$7,896,000	\$0
Pass	Beaumont	Pennsylvania	1st	0.31	\$559,000	\$0
Pass	Beaumont	Viele	4th	0.50	\$14,100,000	\$0
Pass	Beaumont	Viele	Singleton	0.38	\$0	\$0
Pass	Calimesa	Bryant	I-10	0.80	\$16,153,000	\$16,153,000
Pass	Calimesa	Calimesa	County Line	0.50	\$582,000	\$0
Pass	Calimesa	Cherry Valley	Roberts	1.76	\$9,476,000	\$9,476,000
Pass	Calimesa	County Line	I-10	1.61	\$1,882,000	\$1,882,000
Pass	Calimesa	Desert Lawn	Cherry Valley	1.86	\$5,081,000	\$5,081,000
Pass	Calimesa	Singleton	Bryant	0.85	\$17,679,000	\$17,679,000
Pass	Calimesa	Singleton	Condit	0.95	\$2,231,000	\$2,231,000
Pass	Unincorporated	Cherry Valley	Roberts	3.40	\$21,383,000	\$21,383,000
Pass	Unincorporated	Cherry Valley	Noble	2.81	\$0	\$0
Pass	Unincorporated	Live Oak Canyon	Oak Valley (STC)	5.65	\$6,598,000	\$6,598,000
Pass	Unincorporated	Oak Valley (STC)	San Bernardino County	0.98	\$0	\$0
San Jacinto	Hemet	Sanderson	Beaumont City Limits	1.08	\$0	\$0
San Jacinto	Hemet	Sanderson	Acacia	0.42	\$0	\$0
San Jacinto	Hemet	Sanderson	Domenigoni	0.58	\$0	\$0
San Jacinto	Hemet	Sanderson	RR Crossing	1.00	\$1,794,000	\$895,000
San Jacinto	Hemet	SR-74	Menlo	1.02	\$0	\$0
San Jacinto	Hemet	SR-74 (Florida)	Warren	2.58	\$0	\$0
San Jacinto	Hemet	SR-74/SR-79 (Florida)	Columbia	4.03	\$0	\$0
San Jacinto	Hemet	State	Cawston	1.31	\$0	\$0
San Jacinto	Hemet	State	Chambers	0.51	\$0	\$0
San Jacinto	Hemet	State	Florida	1.74	\$0	\$0
San Jacinto	Hemet	State	Stetson	1.25	\$3,440,000	\$2,469,000
San Jacinto	Hemet	Stetson	Cawston	2.52	\$0	\$0
San Jacinto	Hemet	Stetson	Warren	1.00	\$1,170,000	\$1,170,000
San Jacinto	Hemet	Warren	Domenigoni	4.99	\$7,096,000	\$6,697,000

Table A1-2.1 - TUMF Network Cost Estimates – 50% ADJUSTED (continued)

AREA PLAN DIST CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	MILES	ADJUSTED COST	ADJ MAX TUMF SHARE
San Jacinto	San Jacinto	Esplanade	Ramona	0.20	\$717,000	\$717,000
San Jacinto	San Jacinto	Esplanade	Mountain	2.55	\$0	\$0
San Jacinto	San Jacinto	Esplanade	State	3.53	\$4,138,000	\$4,138,000
San Jacinto	San Jacinto	Esplanade	Warren	3.55	\$4,155,000	\$2,081,000
San Jacinto	San Jacinto	Sanderson	Ramona	1.02	\$0	\$0
San Jacinto	San Jacinto	SR-79 (North Ramona)	State	2.25	\$0	\$0
San Jacinto	San Jacinto	SR-79 (San Jacinto)	7th	0.25	\$443,000	\$443,000
San Jacinto	San Jacinto	SR-79 (San Jacinto)	North Ramona Blvd	1.99	\$0	\$0
San Jacinto	San Jacinto	State	Ramona	0.76	\$2,980,000	\$2,675,000
San Jacinto	San Jacinto	State Street	Gilman Springs	0.70	\$0	\$0
San Jacinto	San Jacinto	State Street	Quandt Ranch	3.47	\$4,066,000	\$4,066,000
San Jacinto	San Jacinto	Warren	Ramona	2.54	\$3,399,000	\$2,368,000
San Jacinto	Unincorporated	Gilman Springs	Sanderson	3.23	\$0	\$0
San Jacinto	Unincorporated	SR-79 (Winchester)	SR-74 (Florida)	1.24	\$281,000	\$248,000
Southwest	Lake Elsinore	Diamond	Mission	1.29	\$0	\$0
Southwest	Lake Elsinore	Grand	Lincoln	0.86	\$603,000	\$603,000
Southwest	Lake Elsinore	Grand	Toft	3.10	\$11,071,000	\$10,291,000
Southwest	Lake Elsinore	Lake	H15	2.39	\$0	\$0
Southwest	Lake Elsinore	Mission	Railroad Canyon	2.10	\$7,539,000	\$5,823,000
Southwest	Lake Elsinore	SR-74 (Calier/Riverside)	H15	0.64	\$2,283,000	\$1,968,000
Southwest	Lake Elsinore	SR-74 (Grand)	Riverside	1.74	\$5,605,000	\$5,473,000
Southwest	Lake Elsinore	SR-74 (Riverside)	Lakeshore	0.32	\$16,722,000	\$16,722,000
Southwest	Murrieta	California Oaks	Jefferson	2.26	\$0	\$0
Southwest	Murrieta	California Oaks	H15	2.26	\$0	\$0
Southwest	Murrieta	Jefferson	Murrieta Hot Springs	1.02	\$2,388,000	\$2,388,000
Southwest	Murrieta	Jefferson	Palomar	2.37	\$8,502,000	\$8,052,000
Southwest	Murrieta	Jefferson	Nutmeg	0.38	\$2,135,000	\$2,135,000
Southwest	Murrieta	Los Alamos	Jefferson	1.39	\$2,503,000	\$2,398,000
Southwest	Murrieta	Los Alamos	H15	1.48	\$0	\$0
Southwest	Murrieta	Murrieta Hot Springs	I-215	1.11	\$0	\$0
Southwest	Murrieta	Murrieta Hot Springs	Jefferson	1.01	\$1,180,000	\$723,000
Southwest	Murrieta	Murrieta Hot Springs	Margarita	1.97	\$0	\$0
Southwest	Murrieta	Nutmeg	Clinton Keith	2.01	\$0	\$0
Southwest	Murrieta	Whitewood	Los Alamos	2.29	\$0	\$0
Southwest	Temecula	Jefferson	Rancho California	7.38	\$0	\$0
Southwest	Temecula	Margarita	SR-79 (Temecula)	1.45	\$0	\$0
Southwest	Temecula	Old Town Front	Rancho California	1.32	\$0	\$0
Southwest	Temecula	Pechanga	SR-79 (Temecula)	1.44	\$0	\$0
Southwest	Temecula	Pechanga	Via Gilberto	1.89	\$9,981,000	\$9,192,000
Southwest	Temecula	Rancho California	Jefferson	0.64	\$750,000	\$61,000
Southwest	Temecula	Rancho California	Margarita	3.08	\$0	\$0
Southwest	Temecula	SR-79 (Temecula)	Pechanga Road	0.37	\$8,327,000	\$8,327,000
Southwest	Wildomar	Baxter	Butterfield Stage	0.94	\$1,679,000	\$1,679,000
Southwest	Wildomar	Bundy Canyon	I-15	0.74	\$1,320,000	\$1,320,000
Southwest	Wildomar	Central	Baxter	0.84	\$0	\$0
Southwest	Wildomar	Mission	Bundy Canyon	0.74	\$862,000	\$862,000
Southwest	Wildomar	Palomar	Clinton Keith	2.79	\$3,266,000	\$3,266,000
Southwest	Wildomar	Palomar	Mission	3.39	\$3,973,000	\$3,973,000
Southwest	Unincorporated	Briggs	Scott	1.78	\$10,294,000	\$10,294,000
Southwest	Unincorporated	Butterfield Stage	Murrieta Hot Springs	2.30	\$3,132,000	\$3,132,000
Southwest	Unincorporated	Butterfield Stage	Rancho California	2.28	\$3,111,000	\$3,111,000
Southwest	Unincorporated	Butterfield Stage	SR-79 (Winchester)	2.23	\$9,843,000	\$9,843,000
Southwest	Unincorporated	Butterfield Stage	Auld	0.51	\$916,000	\$916,000
Southwest	Unincorporated	Central	Murrieta Hot Springs	6.98	\$12,526,000	\$12,526,000
Southwest	Unincorporated	Grand	Palomar	0.17	\$199,000	\$199,000
Southwest	Unincorporated	Grand	Ortega	0.18	\$8,306,000	\$8,306,000
Southwest	Unincorporated	Horseshoe Canyon	Temescal Canyon	1.75	\$0	\$0
Southwest	Unincorporated	Indian Truck Trail	Temescal Canyon	1.38	\$0	\$0
Southwest	Unincorporated	Murrieta Hot Springs	SR-79 (Winchester)	1.21	\$2,062,000	\$2,062,000
Southwest	Unincorporated	Pala	Pechanga	471.25	\$912,160,000	\$841,520,000
Southwest	Unincorporated	Temescal Canyon	Indian Truck Trail			
Subtotal				766.40	\$ 1,968,553,000	\$ 1,734,059,000
Totals					\$ 83,473,000	\$ 30,913,000
Network					\$ 87,600,000	\$ 87,600,000
Transit					\$ 31,183,000	\$ 29,979,000
Administration						
MSHCP						
Total					\$ 2,170,809,000	\$ 1,982,551,000

Table A1-2.2 - TUMF Schedule of Fees – 50% ADJUSTED

**Fee Levels (2009 CCI Adjustment as adopted February 2, 2009)
February 2, 2009 through October 12, 2009**

Land Use Type	Units	Fee Per Unit
Single Family Residential	DU	\$ 9,812
Multi Family Residential	DU	\$ 6,890
Industrial	SF GFA	\$ 1.84
Retail	SF GFA	\$ 9.99
Service	SF GFA	\$ 5.71
Class A & B Office**	SF GFA	\$ 2.19

**Fee Levels (2009 Nexus Update - 50% ADJUSTED - as adopted October 12, 2009)
October 13, 2009 through December 31, 2010***

Land Use Type	Units	Fee Per Unit
Single Family Residential	DU	\$ 4,437
Multi Family Residential	DU	\$ 3,115
Industrial	SF GFA	\$ 0.86
Retail	SF GFA	\$ 5.24
Service	SF GFA	\$ 2.10
Class A & B Office**	SF GFA	\$ 1.10

**Fee Levels (2009 Nexus Update as adopted October 12, 2009)
After December 31, 2010***

Land Use Type	Units	Fee Per Unit
Single Family Residential	DU	\$ 8,873
Multi Family Residential	DU	\$ 6,231
Industrial	SF GFA	\$ 1.73
Retail	SF GFA	\$ 10.49
Service	SF GFA	\$ 4.19
Class A & B Office**	SF GFA	\$ 2.19

Notes:

* - Actual implementation date and fee levels may be adjusted for in accordance with local TUMF ordinances

** - Class A & B Office fee after July 1, 2007 to be reviewed based on results of detailed market analysis.

A detailed breakdown of the adjusted maximum TUMF share for projects on the TUMF Network is included as **Appendix A1-C** to this Addendum.

A1-2.2 TUMF Program Revenue Shortfall

Since the transportation impact of any new development remains constant as determined in the TUMF Nexus Study, the 50% reduction in fees means that the development is no longer contributing a fair share of the cost to mitigate its impacts. This effectively means that the TUMF Program is no longer able to collect sufficient revenues from new development to mitigate these impacts.

Section 66001 (d) (3) of the California Government Code requires a local authority that imposes an impact fee program to "identify (on at least a five yearly basis) all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a)" which refers to the "public facilities for which the fee is charged". Because the 50% reduction in the TUMF effectively forfeits a substantial portion of the funding that would be necessary to complete the facilities identified in the Nexus Study, it is necessary for the revenue shortfall to be made up from other sources. In accordance with the provision of the Mitigation Fee Act, it is necessary for WRCOG to identify the specific sources of revenue to be used for this purpose.

The Nexus Study for the TUMF Program is intended to establish the full funding fair share to complete facility improvements that are needed to mitigate the impacts of new development. However, as described in the TUMF Administrative Plan, the TUMF "Program is not designed to be the only source of revenue to construct the identified facilities, and it will be necessary for matching funds from a variety of available sources to be provided." As a result of the TUMF Ordinance exemption of Government and Public Sector land uses and certain other land use types, the phased implementation of other Non-Residential land uses, and statutory provisions for vesting rights, the TUMF program inherently includes a funding shortfall.

Based on the estimated fair share established in the TUMF Nexus Study completed for the 2009 Program Update, approximately 9% of the TUMF mitigation need can be attributed to the impact of Government and Public Sector land uses that are exempt by Ordinance from paying the fee. Furthermore, the 10-Year Strategic Plan previously estimated that approximately 2% of the estimated TUMF revenues will not be captured as a result of the original multi-year phase-in of TUMF for non-residential land uses, while an additional 5% will not be captured as a result of pre-existing local agency developer agreements and project vesting. Combined, these exemptions and waivers create an overall program shortfall of approximately 16% which equates to approximately \$602 million based on the Nexus Study completed for the 2009 Program Update, or approximately \$21.5 million on a prorated annualized basis.

In the past, the TUMF program has addressed the inherent program revenue shortfall that results from TUMF Ordinance exemptions and other statutory limitations through encouraging sponsoring agencies and private developers to voluntarily provide alternate revenue match (either as cash, in-lieu contributions or exactions). This voluntary use of alternate funding match is formalized in the 10-Year Strategic Plan as a criterion for ranking and prioritizing projects during programming. Typically this voluntary match has resulted in the Program meeting the inherent revenue shortfall of

approximately 15% to 20%. The temporary fee reduction will substantially increase the amount of the TUMF revenue shortfall that will be created during the period the reduction is in effect.

The temporary fee reduction will effectively reduce the fee revenue generated by a further 42% (50% of the 84% of revenues that would be otherwise generated based on the pre-existing TUMF Ordinance and statutory limitations). This would equate to a total of approximately \$2.2 billion in revenues being forfeited over the life of the Program based on the Nexus Study completed for the 2009 Program Update, or approximately \$78 million on a prorated annualized basis. Since the actual rate of development in Western Riverside County in recent years has been substantially below the historical average, it is likely the actual revenue shortfall observed during the fee reduction period would be less than the prorated annualized estimate. However, on a percentage basis, the revenue forfeited remains effectively consistent regardless of the rate of development, ands since the level of impact (and the resultant cost to mitigate the impact) is directly proportional to the rate of development, the funding shortfall will remain approximately 58% of the fair share cost of mitigation that is attributable to the new development that occurs during the fee reduction period. In other words, only 42% of the fair share cost to mitigate the impacts of new development will actually be collected during the reduced fee period.

Consistent with the narrative described in the TUMF Administrative Plan, the local sponsoring agencies and private developers have a responsibility to seek alternative funding sources to meet the TUMF program funding shortfall. Alternate match to meet the TUMF funding shortfall could include the utilization of traditional transportation funding sources (such as STP, CMAQ, Measure A and other discretionary federal, state or local transportation funds) and in-kind services (such as local agency planning, engineering or right of way acquisition, or right of way and roadway facility dedications by private developers). The importance of local agencies and private developers seeking alternative funding sources to meet the program funding shortfall is further emphasized by the significant increase in the proportional share of the funding shortfall that will be created by each new development that does not contribute a fair share toward the cost to mitigate transportation impacts during the reduced fee period.

As described previously, it is estimated that the funding shortfall during the fee reduction period will be 58% of the fair share cost of mitigation that is attributable to the new development that occurs, based on the TUMF Nexus Study completed for the 2009 Program Update. Historically, sponsoring agencies and private developers have not demonstrated an ability to voluntarily provide such a substantial funding match and therefore additional measures will be required to ensure the Program funding shortfall can be adequately met. To ensure the funding shortfall is adequately addressed in accordance with the provision of the Mitigation Fee Act, a mandatory alternate match requirement may need to be established as part of the programming and implementation of all TUMF project, including projects sponsored by public agencies and those completed by private developers.

A1-3.0 APPENDICES

Appendix A1-A	Riverside County Board of Supervisors July 21, 2009 Action
Appendix A1-B	Riverside Economic Development Red Team Letter, August 24, 2009
Appendix A1-C	TUMF Network Detailed Cost Estimate - 50% ADJUSTED

Appendix A1-A Riverside County Board of Supervisors July 21, 2009 Action

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



505

FROM: Transportation and Land Management Agency (TLMA)

SUBMITTAL DATE:
July 2, 2009

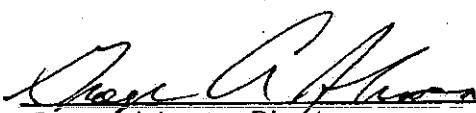
SUBJECT: Temporary Reduction of Development Impact Fees (DIF).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Re-introduce and adopt, on successive weeks, Ordinance No. 659.8, an Ordinance of the County of Riverside Amending Ordinance No. 659; and
2. Find the adoption of Ordinance No. 659.8 is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty there is no possibility the ordinance may have a significant effect on the environment; and
3. Adopt Resolution No. 2009-236, a Resolution of the Riverside County Board of Supervisors encouraging the Western Riverside Council of Governments (WRCOG) to implement the Red Team recommendations for a Transportation Uniform Mitigation Fee (TUMF) Reduction; and
4. Direct TLMA and the Executive Office to report to the Board bi-annually on the temporary DIF reduction; and
5. Direct the Executive Office to work with the appropriate County Departments to establish a procedure to offset the loss of Development Impact Fee revenues.

CONTINUED ON PAGE 2

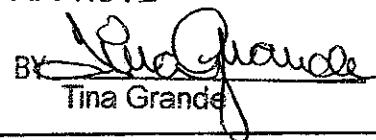
FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE: 7-6-09


George Johnson, Director
Transportation and Land Management Agency

FINANCIAL DATA	Current F.Y. Total Cost:	\$ Unknown	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	2009/10
SOURCE OF FUNDS:				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE


Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Wilson and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Ordinance 659.8 is approved as re-introduced with waiver of the reading.

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley

Nays: None

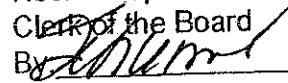
Absent: None

Date: July 14, 2009

xc: TLMA, E.O., WRCOG, COB(2)

Kecia Harper-Ihem

Clerk of the Board

By 

Deputy

Prev. Agn. Ref.: 3.85 - June 30, 2009 | District: All | Agenda Number:

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

380
206

BACKGROUND: At the June 30, 2009, Board of Supervisors meeting, the Board expressed a desire to increase the amount of the temporary fee reduction from 30% to 50%, but to limit the reduction to a one-year time period. Staff has revised the proposed ordinance amendment to show a 50% temporary reduction in fees for a period of one year. The Board reiterated its desire to have TLMA present bi-annual reports on the status of the temporary DIF reduction and make recommendations for program changes if appropriate.

An additional recommended motion is included in this Form 11 to address the Board of Supervisors' desire to look for ways to offset any potential loss of DIF revenues. The Executive Office would work with other appropriate county departments, including the Auditor-Controller, to establish a mechanism or procedure that would identify funding from other sources for infrastructure projects to offset the loss of DIF revenues.

GJ:GN:kh

ORDINANCE NO. 659.8

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
AMENDING ORDINANCE NO. 659
AND CHAPTER 4.60 OF THE RIVERSIDE COUNTY CODE
ESTABLISHING DEVELOPMENT IMPACT FEES

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. The title of Ordinance No. 659 is amended to read as follows:

"ORDINANCE NO. 659"

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
ESTABLISHING A DEVELOPMENT IMPACT FEE PROGRAM

Section 2. A new Section 15. is added to Ordinance No. 659 to read as follows:

“Section 15. TEMPORARY REDUCTION OF FEES. Pursuant to the fee adjustment authority set forth in Section 14. of this ordinance and notwithstanding Section 7. or any other provision of this ordinance, the DIF amounts in effect on the effective date of Ordinance No. 659.8 shall be temporarily reduced by fifty percent (50%) for the period commencing on August 20, 2009 and ending on August 20, 2010.

- a. Application. The temporary fee reduction described in this section shall not apply to or affect fees owed under any development agreement or other contractual arrangement in effect on or before the effective date of Ordinance No. 659.8. If reduced fees are paid at the time application is made for a building permit and either the application or the building permit issued on the application expires, subsequent building permit applications on the same parcel shall be subject to the full DIF amount, unless the temporary fee reduction is still in effect at the time of the subsequent application.

- b. Effect. No provision of this section shall entitle any person who has already paid Development Impact Fees to receive a refund, credit or reimbursement of such payment. This ordinance does not create any new Development Impact Fees or increase the amount of any existing Development Impact Fees. This ordinance only effects a temporary change in the County's existing Development Impact Fees.
- c. Expiration. As of August 20, 2010, this section is repealed without further action by the Board of Supervisors, unless the Board of Supervisors repeals or modifies this section prior to that date. The repeal of this section shall not affect the validity of actions taken or Development Impact Fees paid under the authority of this section."

Section 3. Existing Sections 15. through 22. of Ordinance No. 659 are renumbered Sections 16. through 23. respectively.

Section 4. Existing Section 17. of Ordinance No. 659 is amended to read as follows:

"Section 18. CREDITS. If an owner or developer of real property dedicates land or constructs facilities identified in the Public Facilities Needs List, the County may grant the owner or developer a Credit in one or more of the Fee Components described in this ordinance against the Development Impact Fees required. No Credit shall be granted for the cost of improvements not defined herein as "Facilities." An owner or developer may request a Credit from the Transportation and Land Management Agency at the time of development approval. A Credit granted at the time of development approval shall be included as a condition of that approval. After development approval, but before the issuance

1 of a building permit, an owner or developer may request a Credit from the Executive Office.
2 If the Transportation and Land Management Agency or the Executive Office determines that a
3 Credit is appropriate, the owner or developer shall enter into a Credit Agreement which shall
4 be approved by the Board of Supervisors. The Credit amount shall be initially calculated by
5 estimating the fair market value of the land dedicated or by estimating the cost of constructing
6 Facilities. The County shall subsequently review and determine the actual value of the land
7 dedicated and the actual construction costs allowable. Any Credit granted shall not exceed the
8 allocated cost for the Facilities. Any Credit granted shall be given in stated dollar amounts
9 only.”
10

11 Section 5. This ordinance shall take effect thirty (30) days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Chairman

ATTEST:

CLERK OF THE BOARD:

By: _____
Deputy

(SEAL)

2

3 RESOLUTION NO. 2009-2364 ENCOURAGING THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG)5 TO IMPLEMENT THE RED TEAM RECOMMENDATIONS6 FOR A TUMF REDUCTION

7

8 WHEREAS, the County of Riverside is a member of the Red Team comprised of public and private
9 sector representatives which was formed to identify and address the housing issues existing in the region;
10 and

11

12 WHEREAS, the County of Riverside is experiencing unprecedented declines in housing prices, new
13 home sales and new home construction; and

14

15 WHEREAS, this decline has delayed planned residential projects and planned commercial and
16 industrial projects which provide local jobs and tax revenues, support balanced growth and help fund public
17 safety and other services that enhance quality of life; and

18

19 WHEREAS, according to the U.S. Department of Labor, the County of Riverside is experiencing
20 double digit unemployment rates and for the month of May had an unemployment rate of 13.1% which
21 was higher than the state's unemployment rate of 11.5%; and

22

23 WHEREAS, these higher unemployment rates further erode the economic recovery of the region;
24 and

25

26 WHEREAS, Economist John Husing, Ph.D. has extensively studied the city and county economies
27 of Southern California and particularly the Inland Empire; and

28

1 WHEREAS, Dr. Husing participated in the Red Team and was commissioned by the private sector
2 to develop a strategy for dealing with the major economic issues facing the region today; and
3

4 WHEREAS, Dr. Husing prepared a report dated May 11, 2009 that recommends jurisdictions
5 reduce fees in order to stimulate the economy and promote housing starts and job growth; and
6

7 WHEREAS, the Red Team concurs with the report and recommendation; and
8

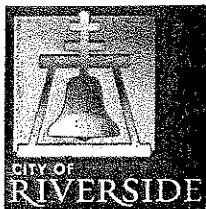
9 WHEREAS, the County of Riverside has temporarily reduced its development impact fees and
10 implemented several economic stimulus measures to promote job and economic growth such as public
11 works projects, summer jobs programs and first time homebuyer incentives; and
12

13 WHEREAS, several cities and school districts have also reduced development fees and
14 implemented local economic recovery strategies; and
15

16 WHEREAS, the Western Regional Council of Governments (WRCOG) developed and administers
17 Western Riverside County's Transportation Uniform Mitigation Fee Program (TUMF) and manages the
18 implementation of the regional arterial road network; now, therefore,
19

20 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Supervisors of
21 the County of Riverside, State of California, in regular session assembled on July 14, 2009, that it hereby
22 requests the Executive Committee of WRCOG reduce TUMF Program fees as outlined in Dr. Husing's
23 May 11, 2009 report.
24

25 APPROVED COUNTY COUNSEL
26 SYNTHIA M. GUNZEL
27 BY: *Synthia M. Gunzel* 7-6-09
28



August 24, 2009

Mr. Rick Bishop
Executive Director
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Dear Mr. Bishop:

Last year at this time, business, community and government leaders from Western Riverside County gathered to discuss the worsening economy. Our region was battered by foreclosures, job losses and declining local government revenues. But instead of just waiting and hoping for an economic rebound, we formed the Riverside Economic Development RED TEAM to identify actions that could be taken to spur recovery in the housing sector and protect our quality of life.

The RED TEAM, working with one of the Inland Empire's most respected economists, Dr. John Husing, and the Western Riverside Council of Governments, examined the situation and recommended three goals critical to a recovery:

- Defend communities from the impact of having large numbers of dilapidated or rental properties injected into single family detached neighborhoods.
- Cut off the growing supply of foreclosed homes, so prices can stabilize and the market can return to responding to traditional supply and demand forces.
- Reduce the cost of building new homes so that the new home building industry can put people back to work. Until it does, the serious recession will continue.

We're pleased to report that since the RED TEAM adopted its final recommendations in 2009, progress has been made. Public-private partnerships are investing to purchase, refurbish and sell foreclosed properties to homebuyers. Some lenders are working to try and help residents prevent foreclosure. And many local governments have acted to create jobs and jump-start the economy by deferring and/or reducing construction fees.

Clearly, the RED TEAM has made a difference and it is the direct result of the work of so many dedicated community leaders. But our letter is not simply recognition of progress to date. Now, more than ever, we must stay focused and committed to our respective communities. State budget uncertainty means that we must fight to protect our region. We must stay focused on the three RED TEAM goals and work to make them reality.

Thank you for all that you do to make Riverside County and its cities a better place.

Sincerely,

The signature of Ronald O. Loveridge.

Ronald O. Loveridge
Mayor
City of Riverside

The signature of John Tavaglione.

John Tavaglione
Supervisor, District 2
Riverside County

Appendix A1-C TUMF Network Detailed Cost Estimate - 50% ADJUSTED

BIT Al-C.1 TUMF Network Detailed Cost Estimate - 50% ADJUSTED (NET Priority Corridor in bold)

BIT A1-C.1 TU MF Network Detailed Cost Estimate - 50% ADJUSTED

Priority Candidates in BDI

EXHIBIT A1-C.1 TUMF Network Detailed Cost Estimate - 50% ADJUSTED

BII A1-C.1 TUMf Network Detailed Cost Estimate - 50% ADJUSTED

I-C-1 TUMF Network Detailed Cost Estimate : 50% ADJUSTED

ERICs Photo Collection (Bad)

EXHIBIT A1-C.2 - TUMF Regional Transit Cost Estimate - 50% ADJUSTED

AREA PLAN DIST	LEAD AGENCY	PROJECT NAME	LOCATION	UNITS (number/length in miles)	ADJUSTED TOTAL	ADJ MAX TUMF SHARE
Regional	RTA	Regional Transit Centers	Various locations region wide	11	31,103,000	11,519,000
Regional	RTA	Bus Stop Amenities Upgrade	Various locations region wide	70	945,000	350,000
Northwest/Central	RTA	Central Spine Service Capital	Corona, Riverside, Moreno Valley	24	6,600,000	2,444,000
Northwest/Pass	RTA	SR60 Regional Flyer Capital	SR-60 corridor from SB Co. to Banning	45	12,375,000	4,583,000
Northwest/San Jacinto	RTA	I-215/SR74 Regional Flyer Capital	I-215/SR-74 corridor from Riverside to San Jacinto	37	10,175,000	3,768,000
Northwest/Southwest	RTA	I-15 Regional Flyer Capital	I-15 Corridor from SB Co. to Temecula	49	13,475,000	4,990,000
Regional	RTA	Regional Flyer Vehicle Fleet	Various routes region wide	32	8,800,000	3,259,000
Total					83,473,000	30,913,000

RESOLUTION NO. 2009-90

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA, ESTABLISHING A REVISED AND UPDATED FEE SCHEDULE
APPLICABLE UNDER THE WESTERN RIVERSIDE COUNTY TRANSPORTATION
UNIFORM MITIGATION FEE (TUMF) PROGRAM AND ADOPTING A TEMPORARY
TUMF REDUCTION**

WHEREAS, the City is a Member Agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and sixteen (16) cities located in Western Riverside County; and

WHEREAS, the member agencies of WRCOG recognized that there was insufficient funding to address the impacts of new development on the Regional System Highways and Arterials in western Riverside County (the “Regional System”); and

WHEREAS, in order to address this shortfall, the member agencies formulated a plan whereby a transportation mitigation fee would be assessed on new development and would be used to fund the necessary improvements for the Regional System; and

WHEREAS, in furtherance of this plan, the WRCOG Executive Committee adopted the “Western Riverside County Transportation Uniform Fee Nexus Study” dated October 18, 2002 (the “2002 Nexus Study”) and;

WHEREAS, based on the 2002 Nexus Study, the City adopted Ordinance No. 1291 on March 25, 2006 pursuant to California Government Code sections 66000 *et seq.* authorizing the City to impose the Transportation Uniform Mitigation Fee (“TUMF”) upon new development; and

WHEREAS, on January 11, 2005 the City Council amended Ordinance No. 1291 by adopting Ordinance No. 1322, which increased the fees in order to keep pace with increased road construction costs; and

WHEREAS, on February 6, 2006, the WRCOG Executive Committee adopted the “Western Riverside Transportation Fee Nexus Study 2005 Update, (the “2005 Nexus Study”) which served for the City Council to adopt TUMF Ordinance 1344 amending and superseding Ordinance Nos. 1294 and 1322 on April 25, 2006; and

WHEREAS, pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*), WRCOG has prepared a new nexus study (“2009 Nexus Study”) to update the fees and 2009 Nexus Study includes an Addendum discussing the need for a temporary reduction in fees; and

WHEREAS, on September 14 and October 5, 2009, the WRCOG Executive Committee reviewed the 2009 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions update their fees by amending their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction and at the same time the WRCOG Executive Committee also authorized a temporary reduction in fees; and

WHEREAS, the Notice of Public Hearing was advertised in the Record Gazette newspaper on October 30, 2009.

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

Section 1. Title and Findings.

This Resolution shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Resolution of 2009" ("Resolution"). Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*) the City Council hereby readopts all findings included in Ordinance No. 1412 including those findings made in the 2009 Nexus Study and its Addendum.

Section 2. Establishment of the Transportation Uniform Mitigation Fee Schedule.

In accordance with Ordinance No. 1412, adopted by the City Council on _____, 2009 the City Council adopts the following TUMF schedule applicable to all new development projects, applicable beginning January 1, 2010:

- (1) \$8,873.00 per single family residential unit
- (2) \$6,231.00 per multi-family residential unit
- (3) \$ 1.73 per square foot of an industrial project
- (4) \$10.49 per square foot of a retail commercial project
- (5) \$ 4.19 per square foot of a service commercial project
- (6) \$ 2.19 per square foot of a service Class A and B Office

Section 3. Temporary TUMF Reduction Period.

I. Notwithstanding Section 4A of Ordinance No. 1412 and the fee established in Section 2 of this Resolution, the City Council hereby adopts a reduced TUMF fee schedule as indicated below, applicable only through December 31, 2010. All other sections of Ordinance No. 1412 shall still be effect during this temporary fee reduction period. After December 31, 2010, the regular TUMF schedule adopted in Section 2 of this Resolution, or as revised by the City Council from time to time through a separate resolution, shall automatically apply.

- (1) \$4,437.00 per single family residential unit
- (2) \$3,115.00 per multi-family residential unit
- (3) \$ 0.86 per square foot of an industrial project
- (4) \$ 5.24 per square foot of a retail commercial project
- (5) \$ 2.10 per square foot of a service commercial project
- (6) \$ 1.10 per square foot of a service Class A and B Office

II. If reduced fees are paid pursuant to Section 3I at the time application is made for a building permit and either the application or the building permit expires, subsequent building permit application on the same parcel shall be subject to the full TUMF amount, unless the temporary fee reduction period is still in effect at the time the subsequent application is made.

III. No provision of this Resolution shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Resolution does not create new transportation uniform mitigation fees.

Section 4. Severability.

If any one or more of the terms, provisions or sections of this Resolution shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Resolution shall not be affected thereby and shall be valid and enforceable.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this _____ day _____, 2009.

Robert E. Botts, Mayor

ATTEST:

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

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

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, do hereby certify that the foregoing Resolution No. 2009-90 was duly introduced at a regular meeting of the City Council of the City of Banning, California, held on the 10th day of November, 2009 and was duly adopted at a regular meeting of said City Council held on the _____ day of _____ 2009 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon
City Clerk of the
City of Banning

CITY COUNCIL AGENDA REPORT OF OFFICERS

DATE: November 10, 2009

TO: City Council

FROM: Kirby Warner, Interim Finance Director

SUBJECT: Authorize Implementation of the Transient Occupancy Tax (TOT) Increase to 12% as Approved by the Voters on Measure L

RECOMMENDATION: That the City Council authorize staff to begin the implementation process of an increase in the TOT rate from 6% to 12%. It is recommended the increased rate would be in effect for the quarter beginning January 1, 2010. Staff is recommending 12% due to the fiscal emergency. The Council may also wish to consider whether the increase should be implemented at 10 or 12%, and if at the lesser percentage, how long would this apply.

BACKGROUND: At the City Council meeting on July 28, 2009 the City Council approved the placement of a TOT rate increase on the November 3, 2009 as a Special Municipal Election issue. The ballot measure was deemed necessary in response to the fiscal emergency of the severe budget issues in the City's General Fund. As reported at that time, the General Fund has an ongoing, structural deficit of approximately \$827,000. This is after reductions of recurring expenditures of approximately \$5 million for FY 2009-2010.

The unofficial results of the November 3, 2009 election indicate the successful passage of Measure L. Staff recommends that the process of notifying the City's TOT generators be undertaken immediately in order to provide sufficient notice of the proposed January 1, 2010 effective date. In addition, staff will amend the quarterly tax returns used to report and remit the tax to the City of Banning.

Hoteliers have requested that the City defer immediate implementation due to pending reservations for the holiday season. Staff believes that implementation on January 1 would be administratively convenient.

If the Council wishes to implement a rate less than 12%, the language of the ordinance as provided by the City Attorney stated in Section 2 that the Council may by ordinance establish the TOT at any rate provide that it does not exceed the maximum set by the voters. If the Council wishes to set a lesser rate, it needs to decide on the rate and the period the lesser rate will be in effect.

Consideration of an urgency Ordinance will occur in December, following the appropriate certification of the election results by the County Registrar of Voters. If for any reason there is a

challenge to the results, staff will undertake the necessary steps to communicate any required modifications to the affected taxpayers.

FISCAL DATA: The increase from 6% to 12% will generate approximately \$275,000 to \$300,000 per year. A 10% rate would generate approximately \$200,000 less on an annualized basis. Staff intends to recommend an increase in the TOT revenue for Fiscal Year 2009-2010 of \$150,000. This will be accomplished during the mid-year adjustments.

RECOMMENDED BY:



Kirby Warner
Interim Finance Director

APPROVED BY:



Sam Racadio
Interim City Manager