

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

January 8, 2013
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

The following information comprises the agenda for a regular meeting of the City Council and a Joint Meeting of the City Council and the Banning Utility Authority.

Per City Council Resolution No. 2010-38 matters taken up by the Council before 9:00 p.m. may be concluded, but no new matters shall be taken up after 9:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- . Pledge of Allegiance
- . Invocation – Pastor George Rosemier, Banning United Methodist Church
- . Roll Call - Councilmembers Botts, Miller, Peterson, Welch, Mayor Franklin

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS/ANNOUNCEMENTS

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. 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 for future study, research, and appropriate Council Action.) See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

CORRESPONDENCE: Items received under the category may be received and filed or referred to staff for future research or a future agenda.

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. Riverside County Fair & National Date Festival Queen & Court
2. Proclamation – Paul “Bear” Bradford 1

APPOINTMENTS

1. City Council Committee Assignments 2

IV. CONSENT ITEMS

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

Motion: That the City Council approve Consent Item 1 through 12

Items to be pulled _____, _____, _____ for discussion.

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

1. Approval of Minutes – Special Meeting – 12/11/12 (Closed Session) 5
2. Approval of Minutes – Regular Meeting –12/11/12. 7
3. Report of Investments for November 2012 15
4. Approval of Accounts Payable and Payroll Warrants for Month of October 2012 25
5. Approval of Accounts Payable and Payroll Warrants for Month of November 2012 27
6. Resolution No. 2013-01, Authorizing the Extension of the Abandoned Vehicle Abatement (AVA) Program and the Collection of Fees Until May 2014 29
7. Resolution No. 2013-02, Approving the Professional Services Agreement with Data Ticket, Inc. 34
8. Resolution No. 2013-03, Approving a Memorandum of Understanding Between the Banning Police Management Association and the City of Banning. 74
9. Adopt Resolution No. 2013-04 and Resolution No. 2013-05, Approving Changes to the Employer Paid Member Contribution (“EPMC”) of the California Public Employees’ Retirement System (“CalPERS”) for the Banning Police Officers’ Association and Banning Police Management Association 117
10. Resolution No. 2013-06, Authorizing the Execution of the Grant of Easements for the Southern California Edison Company Transmission Lines 123
11. Resolution No. 2013-07, Approving the Reprogramming of Community Development Block Grant (CDBG) Program Funding from Repplier Park Bowl Rehabilitation to Lions Park Improvements 143
12. Approval of City Business Permit for Premier Medical Transportation, Inc. 147

- Open for Public Comments
- Make Motion

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

V. CONSENT ITEMS

1. Resolution No. 2013-01 UA, Awarding the Professional Services Agreement for the Whitewater Flume Restoration Project with Roy McDonald, Environmental and Regulatory Consultant of Sacramento, CA in an Amount Not to Exceed \$56,000.00 148
2. Resolution No. 2013-02 UA, Approving the First Amendment to the Professional Services Agreement with Nursery Products, LLC to Include Additional Services in an Amount of \$1,300.19 for a Total Contract Amount Not to Exceed \$26,300.19 154

- Open for Public Comments
- Make Motion

Recess joint meeting of Banning City Council and Banning Utility Authority and reconvene the regular City Council Meeting.

VI. ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

- City Council
- City Committee Reports
- Report by City Attorney
- Report by City Manager

VII. ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials

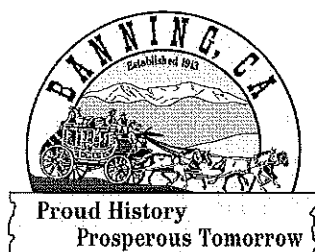
VIII. ADJOURNMENT

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. 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. 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 (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II].



PROCLAMATION

WHEREAS, Paul "Bear" Bradford, who moved to the City of Banning in 1999, was the founding president of PCAF (Pass Cultural Arts Foundation), and one of the founding members of AIR (Artist in Residence) creating the Old Town Arts District; and

WHEREAS, Paul "Bear" Bradford is honored as youth advocate who inspires youth to succeed in life and to be creative through visual arts, specifically ceramics; and

WHEREAS, Paul "Bear" Bradford has participated as a volunteer in numerous youth-centered community art programs since 2005 providing the opportunity to experience the joy of working with clay and learning more about the art of ceramics; and

WHEREAS, Paul "Bear" Bradford has personally instructed hundreds of youth over the years through no-cost art programs which were sanctioned by B.P.A.L. (Banning Police Activities League, The Boy's & Girl's Club of The San Geronio Pass, the G.R.E.A.T (Grant Resistance Education and Training) Program, the Banning Unified School District's GATE (Gifted and Talented Education) Program and other non-profit organizations that involve the youth in art; and

WHEREAS, Paul "Bear" Bradford was instrumental in creating and maintaining a no-cost after-school program called "Clubb Mudd", a fully-functional ceramics class held weekly at Nicolet Middle School for 7th and 8th grade students, which allows them to create ceramic art with their hands and encourages them to make visual arts a part of their lives.

NOW THEREFORE, I, Deborah Franklin, Mayor of the City of Banning, along with the City Council, gratefully appreciate the invaluable services which **PAUL "BEAR" BRADFORD** has provided to the youth of this community which enhances the quality of life for all and do hereby recognize him for his years of dedication to the arts and mentoring of the youth in Banning through the visual art of ceramics.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Banning, California to be affixed this 8th day of January, 2013.

ATTEST:

Marie A. Calderon, City Clerk

Deborah Franklin, Mayor

**CITY COUNCIL AGENDA
APPOINTMENTS**

DATE: January 8, 2013
TO: Mayor and City Council Members
FROM: City Clerk
SUBJECT: City Council Committee Assignments - 2013

RECOMMENDATION:

That the City Council approve the attached list of City Council Committee Assignments for 2013 as recommended by Mayor Franklin.



Marie A. Calderon
City Clerk

COMMITTEE ASSIGNMENTS - 2013

CITY COUNCIL CITY OF BANNING

NAME OF COMMITTEE	DAY & TIME OF MEETING	ASSIGNMENT	ALTERNATE	STAFF MEMBER
Western Riverside Council of Governments (WRCOG) <i>(receive stipend)</i>	1 st Monday of each month.	Franklin	Peterson	City Manager
Riverside Transit Agency (RTA) <i>(receive stipend)</i>	4 th Thurs. of each month – 2:00 p.m. (Nov. & Dec. 3 rd . Thursday)	Welch	Botts	Heidi Meraz Community Services Dir.
Riverside County Transportation Commission (RCTC) <i>(receive stipend)</i>	2 nd Wednesday of each month - 10:00 a.m.	Botts	Franklin	Duane Burk, Public Works Director and Heidi Meraz, Community Services Dir.
Pass Area Transportation NOW Committee	1 st Friday of each month at Noon	Welch	Miller	Duane Burk, Public Works Director.

(01/8/13)

Assignments - 2013 (Continued)

Regional Conservation Authority	ECONOMIC DEVELOPMENT COMMITTEE LIAISONS <i>(as needed)</i>	GOVERNMENT ACCESS CHANNEL COMMITTEE <i>(as needed)</i>	PUBLIC UTILITY ADVISORY COMMITTEE FOR CITY OF BANNING <i>(as needed)</i>	
Franklin Welch, Alt. <i>(receive stipend)</i>	<i>(no appointment)</i>	Peterson Welch	Miller Botts	

TUMF ZONE COMMITTEE	LEAGUE OF CALIF. CITIES – Contact and Executive Board Representative	LEAGUE OF CALIFORNIA CITIES (External Group)	SAN GORGONIO PASS WATER AGENCY (External Group)	COMMUNITY ACTION AGENCY (External Group)
Franklin Peterson, Alt.	Franklin (Mayor)	City Council	Franklin Miller, Alt.	Peterson Welch, Alt.

2 x 2 COUNCIL WORKING GROUPS

BANNING UNIFIED SCHOOL DIST.	MORONGO BAND OF MISSION INDIANS	MT. SAN JACINTO COLLEGE	AIRPORT	INTER-GOVERNMENTAL - LOBBYING
Miller Botts	Franklin Welch	Peterson Miller	Botts Peterson	Franklin Botts

(01/8/13)

4

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

12/11/12
SPECIAL MEETING

A special meeting of the Banning City Council and a special joint meeting of the Banning City Council and the City Council Sitting In Its Capacity of a Successor Agency was called to order by Mayor Robinson on December 11, 2012 at 4:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

COUNCIL MEMBERS ELECT: Councilman Miller
Councilman Peterson

Councilman Welch

OTHERS PRESENT: Andrew J. Takata, City Manager
June Overholt, Administrative Services Director
David J. Aleshire, City Attorney
Colin Tanner, City Attorney
Duane Burk, Public Works Director
Marie A. Calderon, City Clerk

CLOSED SESSION

City Attorney announced that the City Council would meet in closed session to discuss a matter of potential litigation pursuant to the provisions of Government Code Section 54956.9; City Attorney Evaluation pursuant to the provisions of Government Code Section 54957; and labor negotiations pursuant to the provisions of Government Code Section 54957.6.

Mayor Robinson opened the item for public comments. There were none. Meeting went into closed session at 4:03 p.m. to discuss the evaluation of the City Attorney and reconvened at 5:04 p.m.

The City Council returned to closed session at 7:00 p.m. with the new City Council Members to continue the discussion of the other closed session matters regarding potential litigation and labor negotiations and the added item regarding the Dill litigation matter. Meeting returned to open session at 8:26 p.m. with no reportable action.

ADJOURNMENT

By common consent the meeting adjourned at 8:27 p.m.

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

12/11/12
REGULAR MEETING

A regular meeting of the Banning City Council and a Joint Meeting of the City Council and the Banning Utility Authority and the City Council and the Banning Housing Authority was called to order by Mayor Robinson on December 11, 2012 at 5:10 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

COUNCIL MEMBERS ELECT: Edward Miller
Don Peterson
Art Welch

OTHERS PRESENT: Andrew J. Takata, City Manager
David J. Aleshire, City Attorney
Duane Burk, Public Works Director
Zai Abu Bakar, Community Development Director
Leonard Purvis, Police Chief
Heidi Meraz, Community Services Director
Fred Mason, Electric Utility Director
Jeff Stowells, Fire Battalion Chief
Marie A. Calderon, City Clerk

The invocation was given by David Marshall Kealy. Councilman Machisic invited the audience to join him in the Pledge of Allegiance to the Flag.

PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS/ANNOUNCEMENTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

There were none.

CORRESPONDENCE: There was none.

CONSENT ITEMS

1. Approval of Minutes – Special Meeting – 11/13/12 (Closed Session)

Recommendation: That the minutes of the Special Meeting of November 13, 2012 be approved.

2. Approval of Minutes – Regular Meeting – 11/13/12

Recommendation: That the minutes of the Regular Meeting of November 13, 2012 be approved.

3. Report of Investments for September 2012

Recommendation: That the City Council receive and place these required monthly Report of Investments on file.

4. Report of Investments for October 2012

Recommendation: That the City Council receive and place these required monthly Report of Investments on file.

5. Approval of Accounts Payable and Payroll Warrants for Month of September 2012

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

6. Grant of Easement from George A. Pearson, APN 537-090-063 for the Sunset Grade Separation Project.

Recommendation: Accept the Grant of Easement from George A. Pearson, Assessor's Parcel Number 537-090-063 for the Sunset Avenue Grade Separation and direct the City Clerk to accept said easement and return to the County of Riverside for further processing. The parcel is described in attachment Exhibit "A" and "B".

7. Accept Grant of Easement from Oakwood Investments, LLC, APN: 538-190-014 for Sunset Grade Separation Project.

Recommendation: Accept the Grant of Easement from Oakwood Investments, LLC, Assessor's Parcel Number 538-190-014 for Sunset Avenue Grade Separation and direct the City Clerk to accept said easement and return to the County of Riverside for further processing. The parcel is described in attachment "A" and "B".

8. Approve Share of Cost Agreement for State Route 10 Sunset Avenue Eastbound and Westbound Ramps.

Recommendation: Approve the Share of Cost Agreement for the new signals and safety lighting to be installed at State Route 10 at Sunset Avenue Eastbound and Westbound ramps as shown in Exhibit "A".

9. Resolution No. 2012-88, Adopting a Government Access TV (PEG) Administration Policy A-12 and Related Sponsorship Policy A-12(a).

Recommendation: That the City Council adopt Resolution No. 2012-88, Adopting Administrative Policy Number A-12 Pertaining to the City's Public Educational and Governmental (PEG) Channel and Related Sponsorship Policy.

10. Resolution No. 2012-94, Approving A Side Letter Agreement to the Memorandum of Understanding Between the International Brotherhood of Electrical Workers-Local 47 (IBEW) Representing Both the General Employees Unit and the Meter Reading, Electric and Water Utility Employees Unit, and the San Bernardino Public Employees Association (SBPEA) Representing the Mid-Management and Professional Unit.

Recommendation: That the City Council adopt Resolution No. 2012-94.

11. Resolution No. 2012-95, Reciting the Facts of the Consolidated Presidential General Election Held in Said City on November 6, 2012 Declaring the Result Thereof and Such Other Matters as Provided by Law.

Recommendation: That the City Council adopt Resolution No. 2012-95.

12. Resolution No. 2012-96, Awarding the Construction Contract for Project No. 2012-03, Corporate Yard Block Wall and Rejecting All Other Bids.

Recommendation: That the City Council: I) adopt Resolution No. 2012-96, Awarding the Construction Contract for Project No. 2012-03, Corporate Yard Block Wall to BW Simmons, Inc. of Calimesa, CA for an amount of \$1,099,893.00 and allowing a 10% contingency of \$109,989.30; II) Approving the Professional Services Agreement for Construction Staking Services with Albert A. Webb Associates of Riverside, CA for an amount of "not to exceed" \$25,000.00; III) Authorizing the Administrative Services Director to appropriate \$1,234,882.30 from the Electric Improvement Fund to Account No. 673-7000-473-9016 and to make the necessary budget adjustments, appropriations and transfers to fund this project; and IV) Authorizing the Administrative Services Director to approve change orders within the 10% contingency of \$109,989.30.

13. Resolution No. 2012-97, Adopting the 2012 Public Works Standard Drawings for the City of Banning.

Recommendation: That the City Council adopt Resolution No. 2012-97.

14. Resolution No. 2012-98, Approving the Second Amendment to the Professional Services Agreement with GeoTek, Inc.

Recommendation: That the City Council: I) adopt Resolution No. 2012-98, Approving the Second Amendment to the Professional Services Agreement with GeoTek, Inc. of Corona, CA

in an amount of \$4,588.48 for a total contract amount “not to exceed” \$34,011.15; and II) Authorizing the City Manager to execute the second amendment to the Professional Services Agreement with GeoTek, Inc.

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

Motion Hanna/Machisic to approve Consent Items 1 through 14. Motion carried, all in favor.

REPORT ON CLOSED SESSION

City Attorney announced that the Council met in closed session and discussed the City Attorney evaluation and no action was taken. With respect to the other items listed which are the labor negotiations and the potential litigation matter those were not discussed. There will be closed session at the end of this agenda and we do need to add item to that agenda which is the Dill litigation matter. We just became aware of the need to get some direction on this tonight and would like the Council to add that matter to the closed session agenda.

Motion Hanna/Botts to add the Dill litigation matter to the closed session agenda. Motion carried, all in favor.

Mayor Robinson adjourned the regular Council Meeting and called to order a joint meeting of the Banning City Council and the Banning Utility Authority.

CONSENT ITEM

1. Resolution No. 2012-15 UA, Approving the Purchase of Supervisory Control and Data Acquisition Radios through Steven Engineering of San Francisco, CA and Awarding a Professional Services Agreement to Prime Systems Industrial Automation, Inc. of Riverside, CA.

Recommendation: That the City Council: I) adopt Resolution No. 2012-15 UA, Approving the Purchase of Supervisory Control and Data Acquisition Radios through Steven Engineering, of South San Francisco, CA in an amount “not to exceed” \$57,310.87; II) Awarding a Professional Services Agreement to Prime Systems Industrial Automation, Inc. of Riverside, CA in an amount “not to exceed” \$16,543; and III) Authorizing the City Manager to execute the Professional Services Agreement.

Chairman Robinson opened the item for public comments. There were none.

Motion Hanna/Machisic to approve Consent Item No. 1. Mayor Robinson opened the item for public comments. There were none. Motion carried, all in favor.

Chairman Robinson recessed the joint meeting of the Banning City Council and the Banning Utility Authority and reconvened the regular City Council Meeting.

PRESENTATIONS TO OUTGOING CITY COUNCIL MEMBERS

Mayor Pro Tem Franklin thanked Council Members Hanna, Machisic and Robinson for their years of service and to acknowledge the time that they have given to our City and wished them well on behalf of not only our remaining Council Members but also our City residents.

Steve Hernandez representing County Supervisor Marion Ashley and Tom Wilson representing Assemblyman Paul Cook made presentation to each of the outgoing Council Members recognizing them for their years of services to the City of Banning.

Mayor Pro Tem Franklin and City Manager Takata made presentations to each of the outgoing Council Members from Senator Bill Emmerson's office and Assembly Member Nestande's office with Certificates of Recognition.

Mayor Pro Tem Franklin and Councilman Botts presented to each of the outgoing Council Members a plaque from the City of Banning signifying their years of services.

City Manager Takata presented each outgoing Council Member with their own street sign.

At this time outgoing Council Members Hanna, Machisic and Robinson said a few parting words.

SWEARING IN OF CITY CLERK

Mayor Pro Tem Franklin sworn in re-elected City Clerk Marie Calderon.

SWEARING IN OF CITY TREASURER

City Clerk Calderon sworn in re-elected City Treasurer John McQuown.

SWEARING IN OF COUNCILMEMBERS ELECT

City Clerk Calderon gave the Oath of Office to the new elected City Council Members Edward Miller, Don Peterson and Art Welch and had them take a seat at the dais.

REORGANIZATION OF CITY COUNCIL, HOUSING AUTHORITY

Mayor Pro Tem Franklin said we will now have the reorganization of the City Council for Mayor and Mayor Pro Tem and the Housing Authority responsibilities and our City Manager, Andy Takata, will explain the new ordinance and the process involved.

City Clerk Calderon conducted the reorganization of the City Council and the Housing Authority. Deborah Franklin was elected as Mayor and Bob Botts as Mayor Pro Tem. Don Peterson was elected as the Housing Authority Chairman and Art Welch as the Vice Chairman.

Mayor Pro Tem Franklin asked each of the new Council Members to say a few words.

Meeting recessed to a small reception for the outgoing and incoming Council Members.

Chairperson Franklin reconvened the joint meeting of the Banning City Council and the Banning Utility Authority.

PUBLIC HEARING

1. Resolution No. 2012-17 UA, Adopting the Addendum to the 2010 Urban Water Management Plan.
(Staff Report-Duane Burk, Public Works Director)

Director Burk gave the staff report as contained in the agenda packet.

There was Council and staff discussion regarding outreach, best management practices, reclaimed water and phasing, and explanation of return flow.

Chairperson Franklin opened the public hearing for comments from the public. Seeing no one coming forward Mayor Franklin closed the public hearing.

Motion Botts/Welch that the City Council adopt Resolution No. 2012-17 UA, Adopting the Addendum to the 2010 Urban Water Management Plan. Motion carried, all in favor.

Chairman Franklin adjourned the joint meeting of the Banning City Council and the Banning Utility Authority and reconvened the regular City Council Meeting.

ORDINANCE-INTRODUCTION

1. Urgency Ordinance to Amendment to CalPERS Contract for a Two Tier Plan for Miscellaneous Employees.
(Staff Report – June Overholt, Administrative Services Director)

Director Overholt gave the staff report as contained in the agenda packet.

There was Council and staff discussion regarding outreach, best management practices, reclaimed water and phasing, and explanation of return flow.

The following people spoke in favor or against or had some questions or concerns or general comments in regards to this item *(any written comments handed to the City Clerk will be attached as an exhibit to the minutes)*:

A gentleman from the public addressed the Council on this matter regarding the retirement formula public versus private.

Mayor Franklin closed the item for public comments and asked if there were any Council comments.

There was some Council and staff discussion on this matter in regards to clarification of what the miscellaneous employees currently receive and are we following State guidelines.

Mayor Franklin asked the City Clerk to read the title of Ordinance No. 1459. City Clerk read: An Urgency Ordinance of the City Council of the City of Banning, California, Authorizing an Amendment to the Contract Between the City Council of the City of Banning and the Board of Administration to the California Public Employees' Retirement System.

Motion Botts/Welch to waive further reading of Urgency Ordinance No. 1459. Motion carried, all in favor.

Motion Botts/Welch that Urgency Ordinance No. 1459 be adopted.

ANNOUNCEMENTS/REPORTS (Upcoming Events/Other Items if any)

City Council

Councilman Botts –

- Coyne Powersports opened at the old Dodge Dealership location last Saturday, December 8th. He said that his stomach had tightened for three years as the Council was chastised severely for this deal and most of us and the previous Council felt it was a good proposition under redevelopment and if you were at the event there were about 4,000 people in attendance. It was a very exciting event.

Councilman Welch –

- Also in regards to the Coyne Powersports opening a majority of the people in attendance were from outside our city and they came to our city and spent money while they were here. That is a real gain for us. It is his understanding that their future construction project will begin in about 90 days for another 10,000 square foot building on that same site. They are also looking for freeway signage.

Mayor Franklin –

- Reported that she attended the Ad Hoc Committee Meeting with Councilman Robinson regarding the Joshua Palmer/Highland Springs area and there will be an upcoming report after the first of the year for the whole Council to here where we are moving with that issue.

City Committee Reports – None

Report by City Attorney – Nothing to report at this time.

Report by City Manager

- Reported that the Oversight Committee for the Redevelopment Agency will be meeting on Thursday, December 13th at 9 a.m. regarding a Due Diligence Review.
- In regards to the power outage there were two issues that occurred and it was throughout the whole Pass area. One was the unarm broke off a 115kv line that fell down and the line ended

up pulling apart and that is what affected Cabazon and the city of Banning. This was an Edison line and unfortunately we get all of our electricity through Edison transmission lines. Beaumont had a fire which melted a substation. So believe it or not both of these happened almost simultaneously. We were up and running by 4:30 p.m.

ITEMS FOR FUTURE AGENDAS

City Manager gave the new Councilmembers an explanation of how we handle the items for future agendas. He said that in the future since we do have three new Councilmembers we currently have Strategic Plan and we should relook at the plan and have someone come and facilitate that in order to make sure that the new Council's philosophies are in there and what is important to them and that would take some work by the staff and by a consultant. He will be setting that up and looking at some future dates in order to do that. Also the new Councilmembers will be attending the New Mayors and Council Members Conference in Sacramento that is put on by the League of California Cities.

New Items –

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials

ADJOURNMENT

Mayor Franklin announced that the December 25, 2012 City Council Meeting will be cancelled due to the Christmas Holiday and the next Regular City Council Meeting will be held on Tuesday, January 8, 2013.

City Attorney announced that the City Council will return to Closed Session to discuss the labor negotiations with the bargaining units and also the item the Council added regarding Dill and one matter of potential litigation.

By common consent the meeting adjourned at 6:55 p.m.

Marie A. Calderon, City Clerk

THE ACTION MINUTES REFLECT 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

Date: January 08, 2013
TO: City Council
FROM: June Overholt, Administrative Services Director/Deputy City Manager
SUBJECT: Report of Investments for November 2012

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 November 2012. As of November 30, 2012, the City's operating funds totaled \$66,168,052. Included in operating funds is \$746,745 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Treasurer's Report. As of November 30, 2012 approximately 48% of the City's unrestricted cash balances were invested in investments other than LAIF.

Presented are three months of Investment Reports. November is a first issue, while September and October 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 0.324% in November. The average rate for all investments in November was 0.264%.

RECOMMENDED BY:

APPROVED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

Andy Takata
City Manager

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

2,805

Bank Accounts

Interest

Rate

Amount

Wells Fargo Bank

0.000%

8,518

Wells Fargo Bank-Investment Account

0.100%

5,448,804

Bank of America-Airport

0.300%

14,800

Bank of America-Parking Citations

0.300%

6,164

Bank of America-CNG Station

0.300%

5,030

Money Market and Bank Account Sub-Total

5,483,316

Government Pools

Account #1 Operating Amount

33,565,818

Account #1 CRA Bond Cash Bal.

746,745

Local Agency Investment Fund: Account #1

0.324%

34,312,563

Account #2 Successor Agency Cash Bal

348

Local Agency Investment Fund: Account #2

0.324%

348

Government Pool Sub-Total

34,312,911

Operating Cash Balance**39,799,032****Restricted Operating Funds at Riverside Public Utilities**

Highmark U.S. Government Money Market Fund

0.000%

677,394

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

0.197%

25,691,626

Operating Funds Total**66,168,052****Fiscal Agent**Amount

US Bank

36,426,795

Fiscal Agent Total**36,426,795**

City of Banning Investment Report

November 30, 2012

Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Purchase Date	Discount or (Premium) Amortization	Market Value
<u>Bank Accounts</u>								
8,518	Wells Fargo Bank-Operating	n/a	0.00%	daily	varies	8,518	n/a	8,518
5,448,804	Wells Fargo Bank-Investment Acct	n/a	0.10%	daily	varies	5,448,804	n/a	5,448,804
14,800	Bank of America-Airport	n/a	0.30%	daily	varies	14,800	n/a	14,800
6,164	Bank of America-Parking Citations	n/a	0.30%	daily	varies	6,164	n/a	6,164
5,030	Bank of America-Parking Citations	n/a	0.30%	daily	varies	5,030	n/a	5,030
Sub-total								
5,483,316								
<u>Government Pools</u>								
34,312,563	L.A.I.F. account #1	n/a	0.340%	daily	varies	34,312,563	n/a	34,312,563
348	L.A.I.F. account #2	n/a	0.340%	daily	varies	348	n/a	348
34,312,911								
<u>Investments-US Bank/Piper Jaffray</u>								
3,000,000	FNMA Deb	n/a	0.600%	5/29/2015	5/16/2012	3,000,000		3,004,230
3,000,000	Federal Farm Credits Bks	n/a	0.600%	5/22/2015	5/16/2012	3,000,000		3,005,580
2,000,000	FNMA MTN	n/a	0.550%	12/4/2014	6/27/2012	2,000,000		2,002,280
17,679,536	Money Market	n/a	0.020%	daily	varies	17,679,536	0	17,679,536
US Bank/Piper Jaffray Average Rate=								
0.197%								
25,691,626								

Average Rate All= 0.264%

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 August 28, 2012. 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 106 days and does not include Bond Reserve Fund Investments.

17

City of Banning Investment Report

November 30, 2012

Individual Investments with Fiscal Agent

Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve	Bond Maturity Date	Minimum Reserve Requirement	Interest Nov-12	11/30/2012 Market Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A								
2005 Fair Oaks Ranch Estates	2035	US Bank Mmkt 5-Ct	0.040%	daily	daily	188,943	6.37	188,044
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION, SERIES 2003								
2003 CRA Tax Allocation Bonds	2028	U S Treasury Bill	4.61%	7/28/2011	971,763		13,271.65	978,912
		US Bank Mmkt 5-Ct	0.040%	daily			0.70	34,597
		US Bank Mmkt 5-Ct	0.050%	daily				22
		US Bank Mmkt 5-Ct	0.000%	daily				8
Surplus Fund								
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007								
Redevelop Fund	2037	US Bank Mmkt 5-Ct	0.040%	daily			282.11	8,327,180
Reserve Fund		US Bank Mmkt 5-Ct	0.040%	daily		1,880,751	63.54	1,875,414
Special Fund		US Bank Mmkt 5-Ct	0.030%	daily				37
Surplus Fund		US Bank Mmkt 5-Ct	0.000%	daily				9
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
Interest Account		US Bank Mmkt 5-Ct	0.000%	daily			3.01	3
Principal Account		US Bank Mmkt 5-Ct	0.000%	daily			2.37	5
		US Bank Mmkt 5-Ct	0.040%	daily			125.01	3,302,928
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES								
Interest Account		US Bank Mmkt 5-Ct	0.060%	daily			17.63	18
Principal Account		US Bank Mmkt 5-Ct	0.040%	daily			12.54	25
Reserve Fund		US Bank Mmkt 5-Ct	0.040%	daily		2,310,710	78.31	2,310,892
Project Fund		US Bank Mmkt 5-Ct	0.040%	daily			142.26	1,601,132
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES								
		US Bank Mmkt 5-Ct	0.040%	daily				910,264
		US Bank Mmkt 5-Ct	0.040%	daily		2,672,050	90.55	2,672,695
Acquisition & Construction		US Bank Mmkt 5-Ct	0.040%	daily			521.23	14,224,611
*Paid Semi-Annually-Deposited into Money Mkt Account								
Total							14,617.28	36,426,795

18

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

Amount

2,805

Bank Accounts

Interest

Rate

Amount

Wells Fargo Bank

0.000%

94,804

Wells Fargo Bank-Investment Account

0.100%

3,792,089

Bank of America-Airport

0.300%

16,977

Bank of America-Parking Citations

0.300%

7,838

Bank of America-CNG Station

0.300%

5,990

Money Market and Bank Account Sub-Total

3,917,699

Government Pools

Account #1 Operating Amount

33,566,425

Account #1 CRA Bond Cash Bal.

746,138

Local Agency Investment Fund: Account #1

0.340%

34,312,563

Account #2 Successor Agency Cash Bal

348

Local Agency Investment Fund: Account #2

0.340%

348

Government Pool Sub-Total

34,312,911

Operating Cash Balance**38,233,415****Restricted Operating Funds at Riverside Public Utilities**

Highmark U.S. Government Money Market Fund

0.000%

611,282

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

0.197%

25,673,756

Operating Funds Total**64,518,453****Fiscal Agent**

Amount

US Bank

41,442,677

Fiscal Agent Total**41,442,677**

City of Banning Investment Report

October 31, 2012

Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Purchase Date	Discount or (Premium) Amortization	Market Value
<u>Bank Accounts</u>								
94,804	Wells Fargo Bank-Operating	n/a	0.00%	daily	varies	94,804	n/a	94,804
3,792,089	Wells Fargo Bank-Investment Acct	n/a	0.10%	daily	varies	3,792,089	n/a	3,792,089
16,977	Bank of America-Airport	n/a	0.30%	daily	varies	16,977	n/a	16,977
7,838	Bank of America-Parking Citations	n/a	0.30%	daily	varies	7,838	n/a	7,838
5,990	Bank of America-Parking Citations	n/a	0.30%	daily	varies	5,990	n/a	5,990
Sub-total								
<u>Government Pools</u>								
34,312,563	L.A.I.F. account #1	n/a	0.340%	daily	varies	34,312,563	n/a	34,312,563
348	L.A.I.F. account #2	n/a	0.340%	daily	varies	348	n/a	348
<u>Investments-US Bank/Piper Jaffray</u>								
3,000,000	FNMA Deb	n/a	0.600%	5/29/2015	5/16/2012	3,000,000		3,004,200
3,000,000	Federal Farm Credits Bks	n/a	0.600%	5/22/2015	5/16/2012	3,000,000		3,006,000
2,000,000	FNMA MTN	n/a	0.550%	12/4/2014	6/27/2012	2,000,000		2,002,260
17,661,296	Money Market	n/a	0.020%	daily	varies	17,661,296	0	17,661,296
US Bank/Piper Jaffray Average Rate=								
0.197%								
25,673,756								

Average Rate All= 0.268%

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 August 28, 2012. 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 113 days and does not include Bond Reserve Fund Investments.

20

City of Banning Investment Report

October 31, 2012

Individual Investments with Fiscal Agent

Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Maturity Date	Minimum Reserve Requirement	Interest Oct-12	10/31/2012 Market Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A							
2005 Fair Oaks Ranch Estates	2035	US Bank Mmkt 5-Ct	0.040%	daily	188,943	6.58	188,038
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION, SERIES 2003							
2003 CRA Tax Allocation Bonds	2028	U S Treasury Bill	4.61%	7/28/2011	971,763		984,951
		US Bank Mmkt 5-Ct	0.040%	daily		0.68	20,707
		US Bank Mmkt 5-Ct	0.050%	daily			22
		US Bank Mmkt 5-Ct	0.000%	daily			8
Surplus Fund							
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007							
Redevelop Fund	2037	US Bank Mmkt 5-Ct	0.040%	daily		273.00	8,326,898
Reserve Fund		US Bank Mmkt 5-Ct	0.040%	daily	1,880,751	61.48	1,875,350
Special Fund		US Bank Mmkt 5-Ct	0.030%	daily			37
Surplus Fund		US Bank Mmkt 5-Ct	0.000%	daily			9
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 5-Ct	0.040%	daily			196,635
Principal Account		US Bank Mmkt 5-Ct	0.040%	daily		2.30	70,012
		US Bank Mmkt 5-Ct	0.040%	daily		120.97	3,689,664
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 5-Ct	0.040%	daily		0.00	1,152,554
Principal Account		US Bank Mmkt 5-Ct	0.040%	daily		12.13	370,062
Reserve Fund		US Bank Mmkt 5-Ct	0.040%	daily	2,310,710	75.78	2,311,278
Project Fund		US Bank Mmkt 5-Ct	0.040%	daily		137.67	4,199,230
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES							
		US Bank Mmkt 5-Ct	0.040%	daily			25
		US Bank Mmkt 5-Ct	0.040%	daily	2,672,050	87.62	2,672,605
Acquisition & Construction		US Bank Mmkt 5-Ct	0.040%	daily		504.39	15,384,593
*Paid Semi-Annually-Deposited into Money Mkt Account							
Total						1,282.60	41,442,677

21

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

Amount

2,805

Bank Accounts

Interest

Rate

Amount

Wells Fargo Bank

0.000%

26,741

Wells Fargo Bank-Investment Account

0.100%

4,467,240

Bank of America-Airport

0.300%

4,320

Bank of America-Parking Citations

0.300%

3,134

Bank of America-CNG Station

0.300%

3,418

Money Market and Bank Account Sub-Total

4,504,853

Government Pools

Account #1 Operating Amount

33,498,330

Account #1 CRA Bond Cash Bal.

783,494

Local Agency Investment Fund: Account #1

0.348%

34,281,824

Account #2 Successor Agency Cash Bal

348

Local Agency Investment Fund: Account #2

0.348%

348

Government Pool Sub-Total

34,282,172

Operating Cash Balance**38,789,829****Restricted Operating Funds at Riverside Public Utilities**

Highmark U.S. Government Money Market Fund

0.000%

659,452

Other Investments

Investments-US Bank/Piper Jaffray - See Page 2

0.197%

25,674,584

Operating Funds Total**65,123,865****Fiscal Agent**

Amount

US Bank

40,092,174

Fiscal Agent Total**40,092,174**

City of Banning Investment Report

September 30, 2012

Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Purchase Date	Discount or (Premium) Amortization	Market Value
<i>Bank Accounts</i>								
26,741	Wells Fargo Bank-Operating	n/a	0.00%	daily	varies	26,741	n/a	26,741
4,467,240	Wells Fargo Bank-Investment Acct	n/a	0.10%	daily	varies	4,467,240	n/a	4,467,240
4,320	Bank of America-Airport	n/a	0.30%	daily	varies	4,320	n/a	4,320
3,134	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,134	n/a	3,134
3,418	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,418	n/a	3,418
Sub-total								
<i>Government Pools</i>								
34,281,824	L.A.I.F. account #1	n/a	0.348%	daily	varies	34,281,824	n/a	34,281,824
348	L.A.I.F. account #2	n/a	0.348%	daily	varies	348	n/a	348
<i>Investments-US Bank/Piper Jaffray</i>								
3,000,000	FNMA Deb	n/a	0.600%	5/29/2015	5/16/2012	3,000,000		3,004,470
3,000,000	Federal Farm Credits Bks	n/a	0.600%	5/22/2015	5/16/2012	3,000,000		3,006,420
2,000,000	FNMA MTN	n/a	0.550%	12/4/2014	6/27/2012	2,000,000		2,002,620
17,661,074	Money Market	n/a	0.020%	daily	varies	17,661,074	0	17,661,074
US Bank/Piper Jaffray Average Rate=								
0.197%								
25,674,584								

Average Rate All= 0.271%

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 August 28, 2012. 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 115 days and does not include Bond Reserve Fund Investments.

23

City of Banning Investment Report

September 30, 2012

Individual Investments with Fiscal Agent

Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	Interest Sep-12	9/30/2012 Market Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A							
2005 Fair Oaks Ranch Estates	2035	US Bank Mmkt 4-Ct	0.040%	daily	188,943	7.59	188,032
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION, SERIES 2003							
2003 CRA Tax Allocation Bonds	2028	U S Treasury Bill	4.61%	7/28/2011	971,763		984,892
		US Bank Mmkt 4-Ct	0.040%	daily		0.70	20,706
		US Bank Mmkt 4-Ct	0.050%	daily			22
		US Bank Mmkt 4-Ct	0.000%	daily			8
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007							
Redevelop Fund	2037	US Bank Mmkt 4-Ct	0.040%	daily		282.09	8,326,625
Reserve Fund		US Bank Mmkt 4-Ct	0.040%	daily	1,880,751	63.53	1,875,289
Special Fund		US Bank Mmkt 4-Ct	0.030%	daily			37
Surplus Fund		US Bank Mmkt 4-Ct	0.000%	daily			9
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 4-Ct	0.000%	daily			9
Principal Account		US Bank Mmkt 4-Ct	0.040%	daily		2.37	70,009
		US Bank Mmkt 4-Ct	0.040%	daily		125.00	3,689,543
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 4-Ct	0.050%	daily		0.00	19
Principal Account		US Bank Mmkt 4-Ct	0.040%	daily		12.54	370,050
Reserve Fund		US Bank Mmkt 4-Ct	0.040%	daily	2,310,710	78.30	2,311,202
Project Fund		US Bank Mmkt 4-Ct	0.040%	daily		142.26	4,199,092
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES							
		US Bank Mmkt 4-Ct	0.040%	daily			25
		US Bank Mmkt 4-Ct	0.040%	daily	2,672,050	90.54	2,672,517
Acquisition & Construction		US Bank Mmkt 4-Ct	0.040%	daily		521.19	15,384,089
*Paid Semi-Annually-Deposited into Money Mkt Account							
Total						1,326.11	40,092,174

24

CITY COUNCIL AGENDA

Date: January 8, 2013
TO: City Council
FROM: June Overholt, Administrative Services Director
SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of October 2012

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA: The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of October 2012.

The reports are:

Expenditure approval lists

October 1, 2012	833,981.73
October 4, 2012	423,286.34
October 11, 2012	140,972.98
October 18, 2012	649,604.62
October 26, 2012	268,701.16
January 2, 2013	4,048,250.15 (October Month End)

Payroll check registers

October 5, 2012	5,878.83
October 19, 2012	4,924.84

Payroll direct deposits*

October 5, 2012	290,555.43
October 19, 2012	270,585.95

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

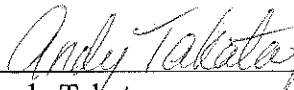
Report Prepared by: Jenna Harrell, Accounts Payable

RECOMMENDED BY:



June Overholt
Administrative Services Director

APPROVED BY:



Andy Takata
City Manager

CITY COUNCIL AGENDA

Date: January 8, 2013
TO: City Council
FROM: June Overholt, Administrative Services Director
SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of November 2012

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA: The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of November 2012.

The reports are:

Expenditure approval lists

November 2, 2012	838,099.87
November 8, 2012	209,758.88
November 15, 2012	418,385.11
November 21, 2012	132,103.16
November 29, 2012	84,227.06
January 2, 2013	5,840,466.55 (November Month End)

Payroll check registers

November 2, 2012	6,216.88
November 16, 2012	6,719.48
November 30, 2012	6,439.95

Payroll direct deposits*

November 2, 2012	282,376.46
November 16, 2012	286,142.50
November 30, 2012	364,126.46

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

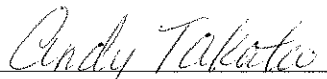
Report Prepared by: Jenna Harrell, Accounts Payable

RECOMMENDED BY:



June Overholt
Administrative Services Director

APPROVED BY:



Andy Takata
City Manager

**CITY COUNCIL MEETING
CONSENT ITEM**

DATE: January 8, 2013

TO: City Council

FROM: Zai Abu Bakar, Community Development Director

SUBJECT: Adoption of Resolution No. 2013-01, "Authorizing the Extension of the Abandoned Vehicle Abatement (AVA) Program and the Collection of Fees until May of 2024"

RECOMMENDATION: That the City Council adopt Resolution No. 2013-01, "Authorizing the Extension of the Abandoned Vehicle Abatement Program and Collection of Fees until May of 2024".

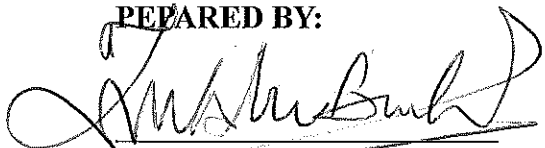
BACKGROUND: In 1990, the California State Legislature enacted legislation allowing for the creation of county-based vehicle service authorities, pursuant to the provision of §§ 9250.7 and 22710. On or about June 1, 1994, the Riverside County Abandoned Vehicle Abatement Service Authority (AVASA) was formed and imposed a one dollar annual vehicle registration fee on vehicles registered to owners with an address in the County of Riverside.

Vehicle registration fees are collected by the Department of Motor Vehicles and allocated to participating entities on the basis of percentage of vehicles abated in relation to the total vehicles abated by the County as a whole. The current participating entities are the County of Riverside and the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, La Quinta, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Riverside, San Jacinto, and Temecula.

The current program is set to expire May 31, 2013. New legislation allows the AVASA to extend the program every ten (10) years with the approval of the County and a majority of the cities comprising a majority of the population of the incorporated areas. The City receives revenue by participating in and implementing the AVA program.

FISCAL DATA: The estimated revenue that the City of Banning will receive from this allocation is \$40,000.00 based on FY 2012.

PREPARED BY:



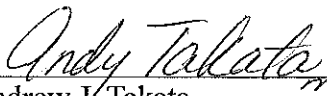
Zai Abu Bakar
Community Development Director

REVIEWED BY:



June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Andrew J. Takata
City Manager

Attachment: Resolution No. 2013-01

RESOLUTION NO. 2013-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
AUTHORIZING THE EXTENSION OF THE ABANDONED VEHICLE ABATEMENT
(AVA) PROGRAM AND THE COLLECTION OF FEES UNTIL MAY OF 2024**

WHEREAS, the Riverside County Abandoned Vehicle Abatement Service Authority was formed on or about June 1, 1994, pursuant to the provisions of California Vehicle Code §§ 9250.7 and 22710 enacted by the Legislature in 1990, which authorize the establishment of a service authority and imposition of a service fee on all registered motor vehicles located within a county; and

WHEREAS, beginning in June 1994 and continuing to the present, the Riverside County Abandoned Vehicle Abatement Service Authority has been the recipient of service fees collected on its behalf by the California Department of Motor Vehicles; and

WHEREAS, the service fees received by the Riverside County Abandoned Vehicle Abatement Service Authority are used to reimburse local governmental agencies for a portion of their costs incurred as a result of the abatement, removal and disposal as public nuisances of any abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof; and

WHEREAS, the Riverside County Abandoned Vehicle Abatement Service Authority apportions and distributes service fee proceeds to each member agency according to the formula set forth in California Vehicle Code § 22710; and

WHEREAS, since the establishment of the Abandoned Vehicle Abatement program in June 1994 it has disbursed \$22,952,216 in service fee proceeds to member agencies and caused the abatement of approximately 146,561 abandoned, wrecked, dismantled, or inoperative vehicles located in various cities and the unincorporated area of Riverside County; and

WHEREAS, the service fee collected as part of the Abandoned Vehicle Abatement program is set to expire in May 2014; and

WHEREAS, the Legislature recently amended California Vehicle Code § 9250.7 to allow for an extension of the service fee collected as part of the Abandoned Vehicle Abatement program in increments of up to 10 years each if the Board of Supervisors of the County of Riverside, by a two-thirds vote, and a majority of the cities comprising a majority of the population of the incorporated areas within the county adopt resolutions providing for the extension of the service fee; and

WHEREAS, a majority of the cities comprising a majority of the population of the incorporated areas within the county to wit: the cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, La Quinta, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Riverside, San Jacinto and Temecula have adopted resolutions providing for the extension of the service fee; and

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

SECTION 1. City Council approves Resolution No. 2013-01, approving and authorizing the extension of the Abandoned Vehicle Abatement (AVA) program and the collection of fees until May of 2024.

PASSED, APPROVED and ADOPTED this 8th day of January, 2013.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

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

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-01 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 1st day of January, 2013 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**CITY COUNCIL MEETING
CONSENT**

DATE: January 8, 2013

TO: City Council

FROM: Zai Abu Bakar, Community Development Director

SUBJECT: Professional Services Agreement between the City of Banning and Data Ticket Inc. for the Collection Agency and Hearing Officer Services Agreement to Implement the City's Administrative Citation Program

RECOMMENDATION: That the City Council adopt Resolution No. 2013-02:

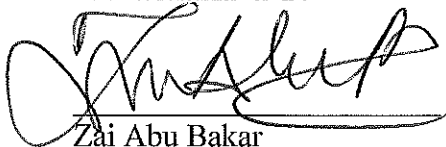
- I. Awarding a Contract Services Agreement to Data Ticket Inc. for a Collection and Hearing Officer Services Administrative Citation Agreement.
- II. Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to this agreement.

JUSTIFICATION: By reactivating this program as part of Code Enforcement, the City can recover costs of enforcement sooner than the current Code Enforcement cost recovery process. The City currently liens the property when nuisances are not abated. The City recoups the costs of abatement at the time the property is sold, which could take years. The collection agency has the ability to work with the Internal Revenue Service and collect the nuisance abatement costs through income tax.

BACKGROUND: Staff released a Request for Proposal (RFP) for a Collection and Hearing Officer Services Administrative Citation Contract on June 5, 2012 and proposals were due on June 28, 2012. The RFP was sent to two companies, Data Ticket Inc. dba Revenue Experts and TurboData Systems. Staff received two proposals from these two businesses. Staff reviewed and selected Data Tickets based on their proposal, costs, and positive recommendations from other cities that utilize their services.

FISCAL DATA: Funding for this contract will be offset by the revenue received from the issuance of citations/fines. A copy of the Agreement is attached in Attachment 1. Exhibit "C" of the Agreement provides detail costs for the services provided by Data Ticket, Inc.

PREPARED BY:


Zai Abu Bakar
Community Development Director

REVIEWED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Andy Takata
City Manager

Attachments:

1. City Council Resolution No. 2013-02
2. Contract Services Agreement between the City of Banning and Data Ticket, Inc.

RESOLUTION NO. 2013-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH DATA TICKET, INC.

WHEREAS, the City of Banning Municipal Code Chapter 1.20 provides the City with authority to use administrative citations as a tool to remedy violations of the Municipal Code and/or Zoning Code; and

WHEREAS, Chapter 8.48 of the Banning Municipal Code provides definitions of various public nuisances and the administrative process to abate public nuisances for violation of the Municipal and/or Zoning Code; and

WHEREAS, the City Council of the City of Banning desire to recover the cost of enforcement to abate nuisances sooner than the current cost recovery process; and

WHEREAS, staff released a Request for Proposal (RFP) for a Collection and Hearing Officer Services Administrative Citation Contract on June 5, 2012 and proposals were due on June 28, 2012; and

WHEREAS, the RFP was advertised on the City's website and staff sent two companies the RFP including Data Ticket Inc. and TurboData Systems which were the two companies that submitted proposals; and

WHEREAS, staff reviewed the proposals, the costs, and contacted the cities whom these businesses provide services and determined that Data Ticket, Inc. would best provide the collection agency and hearing officer services for the City.

NOW, THEREFORE, BE IT RESOLVED that City Council desires to enter into an Agreement with Data Ticket, Inc. to perform the services.

SECTION 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein.

SECTION 2. Approved Agreement. The City Council hereby approves the agreement between the City and Data Ticket, Inc. and directs the City Manager to execute the contract. This authorization will be rescinded if the contract agreement is not executed by both parties within forty-five (45) days of the date of this resolution.

SECTION 3. Adjustments. The Administrative Services Director is authorized to make necessary budget adjustments, appropriations and transfers related to this agreement.

PASSED, APPROVED AND ADOPTED this January 8, 2012

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

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

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-02 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 8th day of January, 2013 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF BANNING,
A MUNICIPAL CORPORATION**

and

Data Ticket, Inc.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
DATA TICKET, Inc. dba REVENUE EXPERTS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 10th day of October, 2012 by and between the City of Banning, a municipal corporation ("City") and Data Ticket, Inc. ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.". (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

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

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for

each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed charges described in Exhibit "C" unless approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Marjorie A. Fleming</u>	<u>President</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker

employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

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

[to be initialed]

Agent Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

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

notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of N/A (\$) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

Andrew J. Takata, City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Lona N. Laymon, Asst. City Attorney

CONTRACTOR:

DATA TICKET, INC

By:_____
Name: Marjorie A. Fleming
Title: President

By:_____
Name:
Title:

Address:_____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ ☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	_____
☐ TRUSTEE(S)	DATE OF DOCUMENT
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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DESCRIPTION OF ATTACHED DOCUMENT

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☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Provide Citation Management Software for parking and administrative citations ("Software")

1. The software shall be a web-based system with a SQL back-end that will provide the City and its citizens with the ability to manage, access and respond to citations online.
2. No software is to be installed on any of the computers used by the City. All that is required is Internet access and a username and password.
3. The Citation Management Software system shall hold each client's bail schedule, penalty structure, officer badge numbers and names, and other client specific information. The contractor's system is to handle each citation individually and shall not be a batched system.
4. As citations are entered into the system, either manually or electronically, they are to be placed in the processing queue where each citation is handled individually. When each citation is due to have a notice sent, a penalty added, or to have action related to adjudication, the citation is handled individually.

B. Citation Entry

Data Ticket is to accept both manual written citations and electronically written citations.

1. Contractor will enter manually written citations into its system by the Contractor's Data Entry Department. Each citation is to be verified by its Quality Assurance team against the handwritten citation provided by the City's code enforcement officer, which may include references to Municipal and Zoning Code sections before being written to the database.
2. Contractor is to accept electronically transmitted citations via the contractor's FTP Site or alternative method approved by the Contractor and City and automatically loaded into the system. Information to only be retrieved through and obtaining an access code unless otherwise approved by the City. Once the electronic citations are loaded into its system, the contractor will send a confirmation email to the City's sender confirming the number of citations entered into the system and whether any error occurred during the transmission.

C. Provide Online Citation Management for the City's Personnel

1. The Contractor shall provide City Staff with usernames and passwords to manage each citation and to generate real-time reports.
2. The Contractor's Citation Management Software shall provide access to the City and its citizens to search for Administrative Citations using the citation number, notice number, case number, citizen's name, location of violation, or date of the violation.

Once valid search criteria are used, the system shall provide any and all of the following to the City's citizens/patrons:

- Current status of the citation
- All citation level information that was entered on the citation
- Citation images, if they have been taken and sent to Data Ticket
- Amount owed on a particular citation for the responsible party
- Total number of citations issued to the responsible party
- Responsible Party information and history (in the event the responsible party has been modified at some point during the citation lifecycle)
- Violation Information, including violation code number, description and amount owed per violation
- Fee History, including all fees added per the City's municipal code, the type of fee and the date the fee was added
- Payment History, including the date of the payment, the date the payment was received, the type of payment entered, the amount received, any reversals and payee's information including the name, address, and contact information
- Notice History, including the notice number, the date of the notice, the amount due when the notice was sent, the due date of the notice, and responsible party's information including name, address and contact information.
- Appeal History, including the appellant's name and address, the date of the appeal, the actual appeal wording and any applicable attachments (if the appellant appealed online) and the outcome of any appeals, including the reason and date of the letter
- Responsible Party History, including any changes that may have occurred during the citation lifecycle
- Citation History, providing an audit trail of every transaction that took place for each individual citation
- All phone notes as entered by Contractor's Customer Service Representatives and any other personnel who have a username and password

The contractor's systems should provide the capability for the City personnel to:

- View a citation online, including any images that may have been taken
- Process voids, dismissals and balance adjustments, if desired
- Process payments and partial payments, if desired
- Enter custom notes at the citation level that are available for Data Ticket and the City's personnel to view

- Place holds or extensions on citations and enter a hold date and a reason for the hold
- Enter refunds performed at the City
- Enter Non-Sufficient Funds received by the City

The contractor, as part of its regular services, shall provide the above-mentioned services at no cost to the City.

Online Citation Management for Citizens

1. The contractor shall provide the City's citizens with the ability to manage their citation(s) online, 24/7, via the Contractor's website.
2. The City's citizens will be able to view their citation(s), pay for their citation(s), get citation specific information about their citation(s), and get general information about their citation(s) and the adjudication process.
3. The City's citizens will be able to appeal their citation online and attach up to three supporting documents to be reviewed during the adjudication process.

Online Payment Options

Contractor shall be Payment Card Industry (PCI) certified and submit quarterly, scheduled scans of its database, as well as, unscheduled scans, thus providing the ultimate security for its clients as well as its patrons.

1. Contractor shall provide real-time authorization and processing of credit cards online via the web, via its Interactive Voice Response System, via its Customer Service Representatives and via its mail-in process.
2. Contractor is to accept Visa, MasterCard, American Express, and Discover cards.
3. Credit and debit card payments shall be immediately updated to the citation records and receipts can be printed by the payer to verify the payment.
4. The contractor shall have the reports available online so that the City can reconcile, real-time, each payment and deposit that has been made to the City's bank.
5. The contractor shall make monthly reports available online to the City to reconcile daily and monthly deposit activity.
6. In addition to the acceptance of credit cards for payment, Contractor shall provide a PO Box in the City of Banning's name to receive all payments.

62

7. A bonded courier shall pick up mail Monday through Friday by 10:00 AM and deliver it to the Contractor within one hour of pick up time.
8. All mail received shall be sorted and batched by Contractor's in-house mail department who does not perform any other shared duties. Their job is to accurately open and batch mail as it is received and distribute it to the correct department for processing.
9. As payments are received, they are opened, batched, and provided to Contractor's Data Entry Department for processing.
10. After payments are keyed, they are moved to Contractor's Quality Assurance personnel who verify that each check has been keyed accurately. Upon passing this step, each batch is provided to Contractor's Accounting Department where daily deposit slips are completed. The deposit slips are provided to a bonded courier who goes to the City's bank Monday through Friday. This process shall be completed within one (1) business day, (24 hours) for each payment as it is received.
11. Upon completion of the quality assurance process, the Contractor shall make deposits available to the City for viewing on Contractor's website on the same day as received. The City shall have access to view the entire deposit, as well as each citation paid within that deposit including each check, check number, money order, money order number, cash payment credit card or debit transaction that make up the deposit.
12. Upon the completion of the payment keying process, each item received by the Contractor as backup, such as the notice stub, envelope the payment came in, etc. is to be stored onsite for a minimum of two (2) years. At the conclusion of that period of time, the documentation is shredded, unless otherwise requested by the City.

Customer Service

1. Contractor shall provide to each of the City's clients an in-house, bi-lingual Customer Service Department that is available Monday – Friday from 8:00 am – 5:00 pm Pacific Time.
2. Contractor shall also offer a bi-lingual Interactive Voice Response System that is available 24/7 for citizens to get general and citation specific information, as well as, to pay for their citation.
3. The contractor shall record each call received or made via Contractors Customer Service Representatives and each call, upon request from the City, can be sent to the City for review.
4. Contractor is to provide a toll-free bi-lingual line directly to its Adjudication Department to handle all adjudication questions from the City or its clients.

Hearing Officer Services

1. In addition to providing Administrative Citation Processing, Revenue Collection and Customer Service services, Contractor shall provide independent, certified Hearing Officers to perform Administrative Hearings.
2. Contractor's Adjudication Department shall fully support this function by receiving Administrative Hearing Requests, scheduling Administrative Hearings, sending out a notification of an Administrative Hearing to the Appellant and providing a Hearing packet to the Hearing Officer for each Administrative Hearing.
3. Upon conclusion of each Hearing, the Hearing Officer simply enters a disposition directly into Contractor's Citation Management System's website and Contractor shall print and send the Disposition letter, either via Certified Mail or via First Class Mail.

Noticing

1. Contractor is to send Administrative Citation notices on double sided, laser printed 8 ½ by 11" paper. Each notice allows for the City's specific, customized text and each notice has color font to differentiate the notice types. All notices include citation information, a toll free phone number, contractor's website for payment and appeal information, and a PO Box for payment and appeal information. All notices are formatted using Custom #10 window envelopes with a return address.
2. Contractor shall send all notices daily, Monday through Friday dependent upon the event and/or the timeframe provided by the City. Each citation is treated independently so that as each citation fulfills the requirements set forth by the City. All notices sent by Contractor have the citation number, citation date, violation code, violation description, location of violation, notice date, amount due and responsible party's information prominently positioned on them. In addition, each notice identifies the due date and dollar amount owed when penalties (if applicable) are applied, so the recipient is clear on what is owed and when amounts are due. In addition, all notices define how to pay for the citation, appeal the citation and inquire about the citation. All of Contractor's notices shall include a website address that allows the City's clients to pay for and appeal their citation online, including submitting their explanation and supporting documentation online, without having to submit anything via the mail or email. Additional notices to the responsible party shall be the obligation of the contractor.
3. Contractor shall provide the necessary first class postage, correspondence and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication. All tracking of forms and letters will be available on Contractor's website.

Franchise Tax Board Services

1. Contractor is to offer a comprehensive Franchise Tax Board (FTB) interface for the Interagency Intercept Program for advanced collections of the unpaid administrative citation, including a software system that automatically identifies citations that are eligible for FTB collections and provide a comprehensive audit trail to the City that includes all transactions related to FTB. Contractor shall provide a weekly update via a secure username and password setup specifically for each Client. The City's data will not be commingled with any other Client's data.
2. Contractor shall obtain Social Security Numbers (SSN) for those citations eligible to be sent to FTB. This task is performed after it sends a notice to the individual regarding the FTB process. This notice is required by FTB to be sent to any individual who will be placed in the program and it allows the individual 30 days from the date of the notice to pay all citations for the program at the time the notice is sent.
3. Contractor shall submit citations to FTB weekly from December through October as the citations become eligible. Submittals by the contractor shall meet the FTB deadlines.
4. Once a citation's FTB Notice has been sent and the citation has not been paid 30 days after the FTB Notice was sent, Contractor shall ensure that the software system automatically marks the citation as eligible to obtain a SSN. Contractor shall perform this process weekly so that it coincides with its weekly transmissions to FTB unless the City request differs.
5. Upon receipt of the FTB payment information from the City, contractor will update its system with the payment record. A complete audit trail of each transaction will be provided on the Contractor's website. In addition, Contractor is to provide a FTB Report that details all payments made at FTB and all refunds that were issued as a result of a payment made at FTB or elsewhere. This report is available online for the City to generate at any time.

Electronic Ticketing Handhelds

This is an optional item that they City may consider at a future date.

Escrow Banking:

The Contractor shall establish an Escrow Bank account with the City of Banning. The general guidelines for an Escrow Account are as follows:

- a. Contractor will open a bank account between it and the City. The Contractor shall provide username and password access to this online bank account to the City's Deputy City Manager to be accessed by his or her designee.
- b. Contractor shall make daily deposits into the account via a bonded courier who will take all payments keyed at the Contractor's place of business to the bank.
- c. All payments received by Contractor will be sorted, opened, batched and keyed. The keying process will include a double 10-key entry for taping purposes, followed by a double-blind entry into the Citation Processing System for accuracy. At the end of the keying process, Contractor's Quality Assurance Department will review each payment batch and provide it to its Accounting Department to prepare a deposit slip. Each payment keyed will be available online on a Written/Deposited Report for the City to view each citation paid. This report will match the bank statement on a daily basis.
- d. The Written/Deposited Report shall be available online for the City to generate. This report is provided real-time, as well as at month-end, so the City can track in summary and in detail each payment received, the type of payment received, the amount of each payment, the corresponding citation number and the responsible party or payee's information.
- e. The Written/Deposited Report shall match the Bank Statement daily.
- f. In addition to having access to the bank account online, the City shall receive a copy of the reconciliation and the bank statement at the end of each month.
- g. At month-end, Contractor shall perform all reconciliation, balancing and check generations, and issue checks due to the City and payments due to Contractor. In addition, Contractor shall issue refund checks to patrons who are due refunds on a weekly basis as part of the Contractor's escrow banking service package.

Retention of Documents and Backup Requirements

Contractor is required to retain electronic documents for a two year period from the closing date of each case and to provide information to the City upon request. The Contractor is also required to back-up the electronic files on an hourly, daily and monthly basis to ensure electronic files are maintained and able to be retrieved for minimally a two year period.

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

- A. Contractor shall meet with City staff that implement the administration citation program and bring them up to speed on the software and all aspects of the collection system to ensure that the process will go smoothly at the initial start-up and to be

66

continued on an on-going basis as necessary and determined by the City or Contractor.

- B. Contractor will send a confirmation email to the sender at the City confirming the number of citations entered into the system and whether any error occurred during the transmission on a daily basis.
- C. Contractor is to provide necessary user name and password to staff to access the on-line citation management system software and on-line banking. Contractor shall provide information to the Administrative Services Director or other personnel designated by the City.
- D. The contractor shall provide reconciliation of all account and make the reports available to the City at the end of every month.
- E. Contractor shall maintain hardcopy records of payments received via the mail and provide documentation upon the request of the City.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

- A. Monthly reports of account reconciliations and revenue collected and submitted to the City.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

- A. All of the services indicated in the scope of work shall be provided by the Contractor and approved by the City.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The following sentence in Section 2.4 is hereby amended as follows: "City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice." The remaining sentences in Section 2.4 remain the same.

The following sentence in Section 3.4 is hereby amended as follows: "City shall reject or finally accept Contractor's work within thirty (30) days after submitted to City." The remaining sentences in Section 2.4 remain the same.

The following subsection (d) is hereby added to Section 5.3 of the Agreement: "(d)The duty to indemnify and defend the Indemnified Parties stated in Section 5.3 shall extend, without limitation, to any claims or liabilities relating to, or arising from, any judicial writ or appeal of a citation processed by Contractor, and/or challenges pertaining to rights of privacy, due process, other constitutional defects, or Vehicle Code violations committed by Contractor in the course of its work hereunder."

Section 5.4 is hereby deleted in its entirety.

Section 7.7 is hereby deleted in its entirety.

EXHIBIT "C"
COMPENSATION

I. Contractor shall provide the following services as listed:

II.

MANDATORY SERVICES

Manual Administrative Citation Processing: **\$22.00* per citation**

Electronic Administrative Citation Processing: **\$15.00**per citation**

Services for the above-mentioned item include:

- Citation entry into Data Ticket's Citation Management System
- Keying of responsible party information into the Citation Management System
- Payment processing of checks, cash, money orders, and credit / debit cards
- In-house, bi-lingual Customer Service staff
- Call recording of all inbound and outbound customer service calls
- Interactive Voice Response System available 24/7
- Semi-custom 1st Notice of Delinquency to be sent to the responsible party
- In addition to the 1st Notice of Delinquency, two additional notices will be sent to the responsible party, at a time frame to be defined by the City
- Notices will include a return envelope in which the responsible party may submit payment
- Notices will be sent via 1st Class Mail, for which Data Ticket will be responsible
- All adjudication services, including placing citations on a hearing hold, scheduling each hearing, and sending a scheduling letter to the Appellant
- Custom judgment letter will be sent to the Appellant via Certified Mail
- All letters will be available on the web for City personnel to view and/or re-print at anytime

Franchise Tax Board Processing

SSN Look-up **\$3.00 per SSN**

- This fee will be assessed to lookup a social security number ("SSN") associated with a particular responsible party and address. This charge is charged per unique SSN, not per citation

FTB Collections **15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board. This charge is not combined with any other charge. For example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged.

*Should the City opt to use both Parking and Administrative Citation processing services at some point in the future, the fee for manual administrative citation processing will be **\$19.00**

***Electronic File Transmission*

MANDATORY SERVICES

Administrative Hearings \$40.00 per hearing

- Data Ticket's independent, certified, insured hearing officers will be provided to the City to perform in-person, phone, and written hearings.
- Each hearing request will be reviewed, heard or read, and all required research will be performed. The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the City, Appellant and Data Ticket.
- Hearings will be scheduled at 2 citations per hour unless the City requires an alternate arrangement.
- Data Ticket will work with the City to arrange for the use of a conference room at a City location or the City may elect to have citations heard at a centralized location within the County – Data Ticket will supply all appeal and citation information to the court.

Third Party Collections

Legal Action Not Required 30% of revenue collected

- This fee is charged if a citation is paid at the Third Party Collections. This charge is not combined with any other charge. For example if a citation is rolled to delinquent status and paid at Third Party Collections, only the 30% of revenue collected will be charged.

Refunds \$5.00 per issued refund

- Issuance of all refunds to citizen who are due a refund via 1st Class Mail

MANDATORY SERVICES FOR WHICH THERE ARE NO FEES

Online Access: \$0.00

Services for the above-mentioned item include:

- Access via the Internet for the City's citizens and visitors to perform as many functions as the City desires.

MANDATORY FEES CHARGED TO THE CITIZEN

Credit/Debit Card Transaction Fee charged to Citizen \$3.50

Credit/Debit Card Chargeback Fee charged to Citizen \$30.00

Fee for Payment Plan Initiated by Citizen \$15.00

OPTIONAL - HANDHELD UNIT PRICING

Casio IT 9000 Handheld Ticket unit & integrated printer & scanner, power adapter, carrying case, screen protectors, 4 GB SD memory card and battery

Acquisition Options

1 Year Lease with a \$1.00 Buyout	\$262.00/Month/Unit
2 Year Lease with a \$1.00 Buyout	\$151.00/Month/Unit
3 Year Lease with a \$1.00 Buyout	\$114.00/Month/Unit
Purchase Option	\$2,600.00/Unit

Transmission Options

Wireless Solution

This solution wirelessly transmits citations from the field and requires the following peripherals:

SDIO 802.11 Card **\$55.00/Unit**

Monthly Data Plan for MiFi from Preferred Carrier **Actual rate charged by carrier**

or

Docked Solution **\$150.00/Cradle**

This solution requires the unit to be placed in cradle at the end of each shift or period. Transmission occurs through the cradle to a networked pc where citations are then send to Data Ticket's FTP site. *Please note that a cradle is necessary for each desktop that will be transmitting citations to Data Ticket

Software Fees

License Fee per Unit **\$500.00/Unit**

This is a one-time software fee due at the inception of a lease or purchase

Annual License Fee Cost per Unit **\$150.00/Year/Unit**

Begins the 2nd year of Handheld use

Support Contract **\$50.00/Month/Unit**

Phone Support M-F, 8AM – 5PM, remote repair and software updates

Training

Installation and training **\$1,199.00**

Includes 2 days on-site training and support and is a one-time cost, plus actual travel costs

Supplies

Casio IT 9000 Ticket Stock (21,250 Tickets) **\$1,900.00**

85 ticket per roll / 250 poly thermal ticket stock – 2 color

- II. Payments will be made based upon the satisfactory completion of the task.**
- III. The City will compensate Contractor for the Services performed upon submission of a valid invoice.**
- VI. The total compensation for the Services are described in Exhibit "C" and Section 2.1 of this Agreement.**
- V. The Contractor's billing rates for all personnel are attached as Exhibit C. The personnel billing rate does not apply as the billing rates are based on the tasks as described in Exhibit C.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. **The Schedule of Performance shall be as fully described in the Scope of Work in Exhibit "A".**

CITY COUNCIL AGENDA

DATE: January 8, 2013

TO: Mayor and City Council

FROM: June Overholt, Administrative Services Director/Deputy City Manager

SUBJECT: Adopt Resolution No. 2013-03, the Memorandum of Understanding (MOU) between the Banning Management Association (BPMA) and the City of Banning.

RECOMMENDATION: Adopt Resolution No. 2013-03 approving the Memorandum of Understanding (MOU) between the Banning Police Management Association (BPMA) and the City of Banning setting forth the complete negotiated terms and conditions of employment for the BPMA represented employees.

JUSTIFICATION: Section 3505.1 of the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) provides that: "If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination." Once approved by the governing body of the local agency, a Memorandum of Understanding between the City and its recognized employee organizations regarding changes in terms and conditions of employment becomes a binding agreement between the employee organizations and the local government. *Thus, City Council approval of the signed Memorandum of Understanding between the parties is required by the MMBA in order to be binding on the parties.*

BACKGROUND: The Lieutenants have been working without a formal Memorandum of Understanding for many years. They petitioned to create their own bargaining unit and requested recognition of the Banning Police Management Association as its exclusive representative employee organization. The City accepted their Petition for Recognition May 10, 2010. The City has since been negotiating with the Banning Police Management Association to establish a Memorandum of Understanding that sets forth terms and conditions of employment. Resolution No. 2013-03 is the product of those efforts.

FISCAL DATA: The Unit and the City made several concessions during negotiations that have been incorporated into the attached Memorandum of Understanding. The MOU results in a nominal fiscal impact to the General Fund. However, the long term benefit for the City is that the employees will begin to pay the full employee rate of the CalPERs retirement plan

74

along with two tiered retirement for new legacy members and other salary changes to make their compensation more transparent.

RECOMMENDED BY:



June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:

Andy J. Takata
City Manager

Attachments:

1. Resolution No. 2012-03 – Approval of Memorandum of Understanding between the BPMA and City of Banning

RESOLUTION NO. 2013-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BANNING
POLICE MANAGEMENT ASSOCIATION AND THE CITY OF BANNING**

WHEREAS, the City of Banning has recognized the Banning Police Management Association (BPMA) as the recognized employee organization for the for the Police Management Unit; and

WHEREAS, the City labor relations representatives and the BPMA representatives have successfully met and conferred to negotiate a written Memorandum of Understanding pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

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 and adopts the BPMA MOU 2013, 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 document.

PASSED, APPROVED AND ADOPTED this 8th day of January, 2013 at Banning, California.

Deborah Franklin, 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. 2013-03 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of January, 2012, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

 DRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BANNING,
AND
THE CITY OF BANNING POLICE MANAGEMENT ASSOCIATION
January, 2013 – December 31, 2013

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 PREAMBLE	1
1.1 Introduction	1
1.2 Recognition	1
1.3 Term	1
1.3 Represented Classifications.....	1
1.4 Represented Classifications	1
ARTICLE 2 CONTINUATION OF RULES & POLICIES.....	1
2.1 Other Written Policies.....	1
2.2 Meet and Confer.....	1
2.3 Past Practice.....	2
ARTICLE 3 EMPLOYEE RIGHTS.....	2
3.1 Non-Discrimination.....	2
3.2 BPMA Membership.....	2
3.3 Rights Granted by State and Federal Law.....	2
ARTICLE 4 MANAGEMENT RIGHTS.....	2
ARTICLE 5 DUES DEDUCTION.....	3
5.1 Dues Deduction.....	3
5.2 Sufficient Earnings.....	3
5.3 Non-Pay Status.....	3
5.4 Cancellation.....	3
5.5 Funds Transmission.....	3
5.6 Indemnification.....	3
ARTICLE 6 BPMA REPRESENTATIVES.....	3

ARTICLE 7 BULLETIN BOARDS.....	4
7.1 Authorized Postings.....	4
7.2 Posted Notices.....	4
ARTICLE 8 MEMORANDUM OF UNDERSTANDING COPIES.....	4
ARTICLE 9 MEETINGS.....	4
9.1 Items of Mutual Concern.....	4
9.2 Use of City Facilities.....	5
ARTICLE 10 HOURS OF WORK.....	5
10.1 Schedules.....	5
10.2 Department Head Discretion.....	5
10.3 Schedule Changes.....	5
10.4 Outside Employment.....	5
ARTICLE 11 SALARIES, PERFORMANCE EVALUATIONS & PROBATIONARY PERIOD.....	5
11.1 Assignment to Ranges.....	5
11.2 Salary Survey.....	6
11.3 Probation Period.....	6
ARTICLE 12 OVERTIME.....	6
12.1 Exempt Status.....	6
12.2 Hours Worked.....	7
ARTICLE 13 ACTING PAY AND PROMOTION PAY.....	7
ARTICLE 14 PAY FOR JURY DUTY: COURT APPEARANCES, “ON CALL” DUTY.....	7
ARTICLE 15 EQUIPMENT & UNIFORM ALLOWANCE.....	7

ARTICLE 16 MILEAGE, MEALS AND OTHER TRAVEL

REIMBURSEMENT.....	8
--------------------	---

ARTICLE 17 TUITION AND BOOKS REIMBURSEMENT & TRAINING... 9

17.1 Tuition Reimbursement.....	9
---------------------------------	---

17.2 Training.....	9
--------------------	---

ARTICLE 18 EDUCATION INCENTIVE PAY..... 9

18.1 Education Incentive Pay.....	9
-----------------------------------	---

ARTICLE 19 SICK AND BEREAVEMENT LEAVE..... 11

19.1 Sick Leave Accrual.....	11
------------------------------	----

19.2 Sick Leave Use.....	11
--------------------------	----

19.3 Sick Leave Cash Out.....	11
-------------------------------	----

19.4 Sick Leave Payment Upon Separation.....	11
--	----

19.5 Use of Other Leave.....	11
------------------------------	----

19.6 Bereavement Leave.....	11
-----------------------------	----

ARTICLE 20 VACATION, HOLIDAY AND PERSONAL LEAVE..... 12

20.1 Vacation Leave Accrual.....	12
----------------------------------	----

20.2 Vacation Leave Maximum Accrual.....	12
--	----

20.3 Vacation Leave Approval Required.....	12
--	----

20.4 Vacation Leave Payment Upon Termination.....	12
---	----

20.5 Vacation Leave Excess Hours Payment.....	13
---	----

20.6 Holiday Leave.....	13
-------------------------	----

20.7 Holiday Leave Accrual.....	13
---------------------------------	----

20.8 Holiday Leave Approval Required.....	13
---	----

20.9 Holiday Leave Payment Upon Termination.....	13
--	----

20.10 Personal Leave Time.....	13
--------------------------------	----

20.11 Promotional Pay Outs of Leave.....	14
ARTICLE 21 MEDICAL AND DENTAL INSURANCE.....	14
21.1 Cafeteria Plan City Contributions.....	14
21.2 Cash In Lieu.....	14
21.3 Flexible Spending Account.....	14
21.4 Eye Wear Reimbursement.....	14
ARTICLE 22 RETIREMENT AND MEDICARE.....	15
22.1 Contributions to CalPERS.....	15
22.2 CalPERS Formulas.....	16
22.3 F.I.C.A.....	16
ARTICLE 23 MISCELLANEOUS BENEFITS.....	16
23.1 Life Insurance.....	16
23.2 Direct Deposit.....	16
23.3 Utility Allowance.....	17
23.4 Deferred Compensation Plan.....	17
23.5 Gun Loan.....	17
23.6 Tools/Equipment.....	17
23.7 City Cell Phone.....	17
23.8 City Vehicle.....	18
ARTICLE 24 LAYOFFS AND RE-EMPLOYMENT.....	18
24.1 Layoff Provision Statement of Purpose.....	18
24.2 Layoff Reasons.....	18
24.3 Layoff Notice.....	18
24.4 Layoff Order.....	18
24.5 Reduction of Class.....	19

24.6	Equal Seniority.....	19
24.7	Reemployment Rights.....	19
24.8	Reduction in Workweek.....	19
ARTICLE 25 GRIEVANCE AND DISCIPLINE APPEALS PROCEDURE.....		19
25.1	Procedure.....	19
25.2	Definitions.....	19
25.3	Informal Step.....	20
25.4	Step One.....	20
25.5	Grievances Related to MOU Interpretation.....	20
25.6	Grievances Related to Discipline.....	21
25.7	Step Two.....	21
25.8	Modification of Time Limits.....	21
ARTICLE 26 SEVERABILITY CLAUSE.....		21
26.1	Severability.....	21
ARTICLE 27 COMPLETE AGREEMENT.....		21
27.1	Entire Agreement.....	21
27.2	Items Not Covered.....	22
ARTICLE 28 INVESTIGATION DOCUMENTS AND MATERIALS.....		22
ARTICLE 29 RE-OPENERS.....		22
ARTICLE 30 RATIFICATION AND EXECUTION.....		22

83

ARTICLE 1 PREAMBLE.

1.1 Introduction. This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the City of Banning, a California municipal corporation (hereinafter referred to as the "City") and the authorized representatives of the Banning Police Management Association (hereinafter referred to as the "BPMA"), a California unincorporated nonprofit labor association, as the exclusively recognized employee organization for the Police Management Unit (hereinafter referred to as the "Unit") relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500 - 3511 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act (hereinafter referred to as the "MMBA").

1.2 Recognition. The City hereby formally recognizes the BPMA as the only recognized employee organization representing Unit employees presently or hereafter employed by the City and eligible for inclusion in the Unit. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any employee organization to represent any other employee bargaining unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof except for express "window periods" set forth in the City's Employer-Employee Relations Resolution. This provision shall not preclude employees from otherwise exercising their rights as may be provided by the MMBA or the City's Employer-Employee Relations Resolution.

1.3 Term. Except as otherwise provided herein, this MOU between the City and the BPMA relative to wages, hours, and other terms and conditions of employment shall become effective upon City Council adoption and thereafter shall remain in full force and effect until its term expires at close of business on December 31, 2013.

1.4 Represented Classifications. This MOU covers Unit employees in the classification of Police Lieutenant and Police Captain.

ARTICLE 2 CONTINUATION OF RULES & POLICIES.

2.1 Other Written Policies. Subject to the terms of this MOU, all City ordinances, resolutions, rules and regulations, including the City's Employer-Employee Relations Resolution (currently Resolution No. 2010-45), the City's Employees Handbook covering the Rules and Regulations of the Personnel System, the City's Administrative Policies, and the Banning Police Department Policy Manual shall continue to apply during the term of this MOU.

2.2 Meet and Confer. The City and the BPMA agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of all City ordinances, resolutions, rules and regulations, including the City's Employer-Employee Relations Resolution (currently Resolution No. 2010-45), the City's Employees Handbook covering the Rules and Regulations of the Personnel System, the City's Administrative Policies, and the Banning Police Department Policy Manual, to the extent that such documents contain mandatory subjects of bargaining pursuant to the

MMBA. Should an impasse be reached following such meet and confer sessions, the provisions of the Employer- Employee Relations Resolution (Resolution 2010-45) shall apply to resolve the impasse.

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

ARTICLE 3 EMPLOYEE RIGHTS.

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

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

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

ARTICLE 4 MANAGEMENT RIGHTS.

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

its mission in emergencies; and, exercise complete control and discretion over its organization and work performance technology.

ARTICLE 5 DUES DEDUCTION.

5.1 Dues Deduction. The City shall deduct one month's current and periodic BPMA dues from the wages and/or leave benefits of each Unit employee who voluntarily executes and delivers to the City a payroll deduction authorization form.

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

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

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

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

5.6 Indemnification. The BPMA shall indemnify, defend, and hold the City harmless against any and all claims made, and against any suit instituted against, the City arising from or otherwise in any way involving deduction of employee organization dues. In addition, the BPMA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE 6 BPMA REPRESENTATIVES.

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

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

ARTICLE 7 BULLETIN BOARDS.

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

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

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

ARTICLE 8 MEMORANDUM OF UNDERSTANDING COPIES.

The City shall provide the BPMA with one (1) original and one (1) copy of this MOU after it has been fully executed by the parties. The City shall also provide a copy of the executed MOU to any Unit employee hired or promoted into the Unit after the effective date of the MOU. The City may charge for any additional copies. The BPMA shall be responsible for providing copies of this MOU to represented employees at BPMA expense.

ARTICLE 9 MEETINGS.

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

9.2 Use of City Facilities. The BPMA may be granted permission to use City facilities for the purpose of meeting with employees to conduct BPMA business provided space for such meetings can be made available without interfering with City needs. The BPMA shall be held fully responsible for any damages to and security of any facility that is used by the BPMA.

ARTICLE 10 HOURS OF WORK.

10.1 Schedules. Unless modified by the Department Head as set forth in section 10.2 and 10.4 below, Unit employees shall have a work schedule as assigned by the Department Head.

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

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

10.4 Outside Employment. Prior to any Unit employee accepting outside employment, he or she shall request and receive authorization from the Department Head and Administrative Services Director. Authorization for outside employment shall be made according to the policies and procedures in place at the time of request.

ARTICLE 11 SALARIES, PERFORMANCE EVALUATIONS, & PROBATIONARY PERIOD.

11.1 Assignment to Ranges. Effective the first full pay period beginning after adoption of this MOU, all Unit employees will be placed on ranges with defined steps as shown on the attached salary schedule. The position of Police Lieutenant shall be moved from a range of 82 to that of 87, with existing member No. 3434 moving to Step 13 and member No. 9003 moving to Step 12 therein. The final step increase for member No. 9003 will be postponed to January 2014. The salary table is calibrated in approximate 2.5% increments. Unit employees will stay at their assigned Step until the next anniversary date that comes after July 1, 2013. Unit members will be evaluated using an evaluation form agreed to by the parties.

- (a) No Unit employee shall be granted a step increase unless and until such employee has obtained an overall meets requirements evaluation rating consistent with the applicable administrative policies of City.
- (b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under any grievance procedure afforded by the City or this MOU.

- (c) A Unit employee denied a step increase for failing to achieve an overall meets requirements performance rating shall be entitled to be re-evaluated in six (6) months from the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated meets requirements, then the employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.
- (d) If the employee's performance continues to fail to achieve an overall meets requirements performance rating after the six (6) month re-evaluation period, then the employee shall be given a final denial of a step increase for the remainder of the regular evaluation period. Denial of a step increase under this subsection may, at the employee's option, be subject to the non-binding grievance procedure provided for in this MOU.

11.2 Salary Survey. In the event that the City conducts a salary survey for members of the mid-management and professionals unit during the term of this MOU, then the City shall also include all Unit employee positions in such survey or study and report the results thereof to the BPMA within 60 days of its completion. The City agrees to conduct a classification study within eighteen (18) months of City Council adoption of this MOU.

11.3 Probation Period. All employees appointed to a position represented by the BPMA shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position. After serving six (6) months in the probationary period, the Unit employee shall be eligible for a six (6) month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Unit employees will also receive a probationary review at the completion of their probationary period. City employees who have previously successfully completed a probationary period and who are subsequently promoted into or within the Unit, shall serve a six (6) month probationary period in the new position. Any BPMA Unit employee promoted from the Banning Police Officers Association (BPOA) unit, who fails to pass probation, may return to the position previously held, with BPOA approval.

ARTICLE 12 OVERTIME.

12.1 Exempt Status. All Unit employees covered by this MOU are qualified exempt management employees under the FLSA and as such are not eligible for overtime pay, except as authorized by City Policy A-32. When overtime is funded by revenue sources outside the City (i.e. grants and/or contracts for services by other law enforcement agencies) the overtime rate will be equivalent to the top-step premium rate for a Staff Sergeant. Any assigned hours which are not worked shall be accounted through a reduction in accrued leave. Accruals, and reductions in accruals, are based on an eighty (80) hour pay period.

12.2 Hours Worked. "Hours worked" means time spent in required court appearances as set forth in Article 14, and time paid for vacation, holidays, personal leave and administrative leave for officer involved shooting or other non-disciplinary leave.

ARTICLE 13 ACTING PAY AND PROMOTION PAY.

13.1 A Unit employee temporarily assigned by management to fill a vacancy in a higher classification, when the vacancy is created by a departure, or when the incumbent is absent in excess of twenty (20) work days, shall be compensated from the first day working such assignment, and consecutive days worked thereafter, at the lowest pay range of the incumbent which is at least five percent (5%) above the acting employee's normal rate of compensation while working in the higher classification. The conditions of this subsection are a prerequisite to the receipt of any higher acting pay. At such time as an employee is no longer performing work out of his permanent classification, he/she shall be compensated at his/her regular rate of pay for his/her permanent classification.

13.2 Unit employees promoted to work in a higher classification shall be paid five percent (5%) more than the employee received in the lower classification.

13.3 Unit employees assigned to temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to six (6) months in any one (1) year. A time extension to the temporary assignment beyond the initial six months may be made with the concurrence of the BPMA in writing.

ARTICLE 14 PAY FOR JURY DUTY: COURT APPEARANCES, "ON CALL" DUTY.

Any Unit employee who shall be summoned for attendance to any court for jury duty during his or her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him or her shall be paid into the City treasury. Any employee who shall be called as a witness arising out of and in the course of his or her City employment shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him or her shall be paid into the City treasury. An employee absent from work due to being a witness, plaintiff or defendant in a non-work related matter shall not be entitled to be paid during such absence, except that he or she may, however, use Vacation Leave, Holiday Leave and Personal Leave for such absence. In no event shall an employee be compensated for time in court as a defendant in a criminal case.

ARTICLE 15 EQUIPMENT & UNIFORM ALLOWANCE.

15.1 The City will provide Unit employees safety equipment in accordance with California state law. Said safety devices and safeguards shall remain the property of the City and their use may be required and regulated by the Department Head or his or her designee.

15.2 The City agrees to pay a uniform allowance of \$110 per month to Unit employees. Payment of the uniform allowance will be paid equally between the first two pay periods each month. Such money shall be used for the purpose of purchasing and maintaining uniforms in order that employees who wear regulation uniforms may maintain a professional appearance.

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

15.4 The Department Head or his designee may at his or her discretion authorize Unit employees to carry optional weapons. Nothing in this MOU shall require the Chief of Police to approve the use of any specific weapon or ammunition.

ARTICLE 16 MILEAGE, MEALS AND OTHER TRAVEL REIMBURSEMENT.

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

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

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

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

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

ARTICLE 17 TUITION AND BOOKS REIMBURSEMENT & TRAINING

17.1 Tuition Reimbursement. Tuition actually paid reimbursements shall be limited to \$3,500 per fiscal year and will be reimbursed to all permanent Unit employees, including for professional and technical courses approved by the Administrative Services Director and taken in an accredited educational institution provided that:

- (a) The subject matter of the course relates directly to and contributes toward the employee's position with the City.
- (b) The employee has received at least a competent proficiency rating on their last evaluation report.
- (c) The employee has furnished evidence that the course has been completed with at least a "C" or "pass" grade.
- (d) Requests for reimbursement must be completed and returned to the Human Resources Department within three (3) weeks after receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation).
- (e) Reimbursements will be made only after proof of completion of course with 'C' average or "pass" and satisfactory receipts of payment for tuition are approved by the Human Resources Department.

17.2 Training. The City agrees to pay, as outlined herein, the travel and subsistence expenses of Unit employees for professional and official travel, meetings, and occasions required to continue the professional development of employee and to adequately pursue necessary official and other functions of employer, and such national, regional, state and local governmental groups provided it is budgeted in the annual operations budget and approved by the Department Head. Time spent in City required and approved training or conferences, including travel time shall be included as time worked. The City shall not pay for the costs incurred to meet minimum job requirements.

ARTICLE 18 EDUCATION INCENTIVE PAY.

18.1 Education Incentive Pay. Educational incentive pay for Unit employees shall be earned as follows:

- (a) Possession of an Intermediate POST Certificate entitles the employee to \$200 a month; and possession of a Regular or Specialized Advanced Certificate, Regular or Specialized Supervisory Certificate, Regular or Specialized Management Certificate, Regular or Specialized Executive Certificate, entitles the employee to \$300 a month.
- (b) Possession of an Associate of Arts/Science Degree in any academic field entitles the employee to \$75 per month.

- (c) Possession of a Bachelors of Arts/Science Degree in any academic field entitles the employee to \$150 per month.
- (d) Possession of a Masters of Arts/Science Degree in any academic field entitles the employee to \$225 per month.
- (e) Possession of a Ph.D. in any academic field entitles the employee to \$300 per month.
- (f) Possession of an Intermediate POST Certificate and an Associate of Arts/Science Degree in any academic field entitles the employee to \$275 per month; 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 Management Unit members who are employed with the City at the time of the execution of this MOU, possession of 60 semester units from an accredited college with a minimum of 39 units being in an occupationally related field (i.e. Police Science, Social Science, Political Science, Public Administration, etc.) shall entitle the employee to receive pay of \$100 per month. Determination as to whether courses are occupationally related will be made by the Department Head with right of appeal to the City Manager.

- (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. Unit employees shall accrue ninety-six (96) hours of Sick Leave per fiscal year, which shall be accrued pro-rata per pay period in amounts of three and sixty-nine hundredth (3.69) hours until the ninety-six hours are met. Sick Leave shall accrue up to a cap of three hundred-twenty (320) hours. Effective the first full pay period after adoption by City Council, excess hours above 224 will be moved to a unique leave account. Excess leave balances account may be used for time off or cashed out per MOU or City policy.

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

19.3 Sick Leave Cash Out. All sick leave shall accrue in a "Bank. Any Unit employee may cash out or convert to Deferred Compensation hours from the "Bank," to a maximum of ninety-six (96) hours, at straight time at the current rate of pay, but will not be allowed to cash out of the "Bank" below forty (40) hours. Any sick leave cash out request must be made no later than November 1st of each year and the payment shall be made in the last check issued in November of each year while employed.

19.4 Sick Leave Payment Upon Separation. Upon separation, service retirement, disability retirement, or termination, a Unit employee shall be eligible to receive a cash payment for accrued sick leave in the "Bank" in an amount equivalent to straight time, to a maximum of ninety-six (96) hours. In addition, beginning the tenth (10) year of continuous City service, all hours accrued in the "Bank" shall be eligible for conversion to cash in an amount equivalent to thirty percent (30%) of such unused sick leave or beginning with the 11th year of City service, unit members may convert fifty (50%) percent of the value of the total amount of their sick leave bank, minus forty (40) hours, to either Deferred Compensation, or the Retiree Health Savings, if available. Such reimbursement to be computed based upon the employees' final compensation rate and shall be paid within one payroll period of the effective date of separation. Public Safety employees are currently eligible for Sick Leave conversion up to 90% of the sick leave bank to CalPERS credit as members of CalPERS safety pool.

19.5 Use of Other Leave. Unit employees who have exhausted all accumulated Sick Leave while on Sick Leave may utilize accrued Vacation, Holiday or Personal leave.

19.6 Bereavement Leave. All Unit employees who have passed their probation are granted bereavement leave. In the event of the death of a member of their family, including spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner, the employee shall be allowed twenty-four (24) hours of bereavement leave for each death of a family member. In the event of the death

of a spouse or domestic partner or multiple family deaths occurring within a twenty-four (24) hour period, the employee shall be allowed forty (40) hours of bereavement leave.

In addition to the foregoing bereavement leave, the employee may also utilize up to sixteen (16) hours from accrued sick leave, if there is a death of a family member and up to forty (40) hours from accrued sick leave in the event of the death of a spouse, domestic partner or multiple family deaths. If the employee has insufficient accumulated sick leave to exercise this option, the employee may utilize accrued vacation, or personal leave for the additional bereavement leave.

ARTICLE 20 VACATION, HOLIDAY AND PERSONAL LEAVE.

20.1 Vacation Leave Accrual. Unit employees shall accrue Vacation Leave in accordance with the following schedules:

(a) One (1) through four (4) years service: ten (10) eight (8) hour days per year = three and eight-hundredth (3.08) hours per pay period

(b) Beginning the fifth (5th) year through the ninth (9th) year: fifteen (15) eight (8) hour days per year = four and sixty-two hundredth (4.62) hours per pay period

(c) Beginning the tenth (10th) year & thereafter: twenty (20) eight (8) hour days per year = six and fifteen hundredth (6.15) hours per pay period

20.2 Vacation Leave Maximum Accrual. Vacation Leave may be accrued to a maximum of three-hundred twenty (320) hours for Unit employees. Effective the first full pay period in July 2013, excess hours above 160 will be moved to a unique leave account. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employees uses a portion of his/her vacation leave and his/her vacation leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any vacation leave which does not accrue as a result of the caps set forth in this Article.

20.3 Vacation Leave Approval Required. Vacation leave may be taken with approval of the Unit employee's supervisor, and as otherwise consistent with the policies of the City. Vacation leave may be taken at any time following the completion of a six (6) month probationary period for lateral hires. No probationary period will be required for internally promoted Unit employees. Vacation leave taken shall not be in excess of that actually accrued at the time such vacation leave is taken. Vacation leave must be approved a minimum of fourteen (14) days in advance of the first (1st) day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the employee's supervisor.

20.4 Vacation Leave Payment Upon Termination. Any Unit employee whose employment is terminated and who has accrued, has earned and vested vacation leave shall be paid for such vacation leave within one payroll period of the effective date of such termination.

20.5 Vacation Leave Excess Hours Payment. Unused vacation accrual in excess of eighty (80) hours may be paid off at the option of the employee up to a maximum of eighty (80) hours per fiscal year.

20.6 Holiday Leave. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, the accrual rate for Unit employees shall be adjusted accordingly. Holiday leave other than City recognized holidays (City Hall closed) must be approved a minimum of fourteen (14) days in advance of the first day of such leave. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the employee's supervisor. City recognized Holidays are as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas

20.7 Holiday Leave Accrual. Unit employees shall accrue Holiday leave at the rate of three and sixty-nine hundredths (3.69) hours per pay period. Holiday leave may be accrued to a maximum of ninety-six (96) hours per unit member. Effective the first full pay period in July 2013, one hundred percent (100%) of the existing leave balance will be moved to a unique leave account. During fiscal year 2014 and thereafter, any hours that exceed the regular cap of ninety-six (96) hours will not be accrued.

20.8 Holiday Leave 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.

20.9 Holiday Leave Payment Upon Termination. Any Unit employee, who is about to terminate his/her employment, and has earned Holiday leave to his/her credit, shall be paid for such holiday leave within one payroll period of the effective date of such termination at the employee's then current rate of pay.

20.10 Personal Leave Time. Unit employees shall receive paid personal leave time accrued at a rate of three and seven-seven hundredths (3.77) hours per pay period, to compensate for time spent in excess of normal working hours in completing their responsibilities. This personal leave time shall be capped at a total of ninety-eight (98) hours, at which time accrual shall cease until the unused balance of accrued time drops below the ninety-eight (98) hour cap. In the event an employee terminates his or her employment with the City, the employee shall be compensated for all remaining and

accrued executive leave time at his or her then current rate of pay. Unit employees may exercise the option to cash out a maximum of sixty (60) hours per fiscal year. Effective the first full pay period in July 2013, one hundred percent (100%) of the existing personal leave balance will be moved to a unique leave account

20.11 Promotional Pay Outs of Leave. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and personal leave banks in excess of one hundred (100) hours per each leave bank.

ARTICLE 21 MEDICAL AND DENTAL INSURANCE.

21.1 Cafeteria Plan City Contributions. The City agrees to the following contribution to each Unit employee's cafeteria account: the City shall contribute \$947.00 per month and up to \$20.00 per month towards the California Law Enforcement Association disability policy. Said contribution shall first be used to provide for health insurance for the employee. Employee shall be covered by health insurance with a City approved health plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the City's Human Resources Department. The balance may be used for any of the following or any combination thereof:

- (a) Health insurance for employee's spouse and/or dependents.
- (b) Dental Plan for employee, spouse and/or dependents.
- (c) Eye care plan for employee, spouse and/or dependents.
- (d) Term life insurance on employee's life.
- (e) Deferred compensation programs.
- (f) Supplemental insurance options.

21.2 Cash In Lieu. Unit employees may elect to receive ninety-two and five-tenth percent (92.5%) of the balance of the Cafeteria Plan in cash as CalPERS non-includable taxable income.

21.3 Flexible Spending Account. During the term of this Agreement, the City shall maintain an Internal Revenue Section 125 program which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both, as well as health and welfare insurance premiums, with the exception of the City's disability insurance premiums.

21.4 Eye Wear Reimbursement. The City will reimburse Unit employee and/or employee's dependents a maximum of \$250 for eyewear every two (2) years.

ARTICLE 22 RETIREMENT AND MEDICARE.

22.1 Contributions to CalPERS.

(a) Prior to adoption of this MOU, the City has paid each Unit employee's employee contribution to the California Public Employees Retirement System (CalPERS), which is nine percent (9%) of the Public Safety (sworn personnel) employees' regular and special compensation as defined by CalPERS.

(b) Effective the first full pay period after City Council adoption of this MOU and the adoption of any additional necessary resolutions, the City will pay only half of each Unit member's employee contribution to the California Public Employees Retirement System (CalPERS) until the first full pay period that includes June 30th, 2013. Thus, the City shall pay four and one-half percent (4.5%) of the Public Safety (sworn personnel) employees' regular and special compensation as defined by CalPERS during this period and the employee will pay the remaining four and one-half percent (4.5%).

(c) Effective the first full pay period after July 1, 2013, each Unit member shall pay their own full employee contribution to the California Public Employees Retirement System (CalPERS). Thus, these employees shall pay all nine percent (9%) of the Public Safety (sworn personnel) employees' regular and special compensation as defined by CalPERS during this period.

(d) All Unit employees hired by the City on or after January 1, 2013 shall pay their full member contribution for their CalPERS retirement plan, currently at nine percent (9%) of compensation, which previously was being paid by the City. In addition, per AB340, new (non CalPERS vested) employees will be subject to paying at least fifty percent (50%) of the City's normal costs for the Public Safety Plan.

(e) CalPERS shall determine which retirement plan new employees are eligible to receive based on CalPERS regulations. For instance, a BPOA City employee that is in the 3% @ 50 retirement formula plan will continue in that plan if promoted to the BPMA. Likewise, CalPERS shall determine which retirement plan new employees are eligible for whether for the previously implemented "Two Percent at Fifty" (2% @ 50) retirement formula with final compensation defined as the highest average annual final compensation during a consecutive thirty-six (36) month period or shall only be eligible for the newly created retirement plan known as "the safety Option Plan Two Formula" (2.7% @ 57) with final compensation defined as the highest average annual final compensation during a consecutive thirty-six (36) month period.

(f) Per AB340, the bargaining unit and City agree to meet and confer during 2013 on the impacts of implementing equal sharing of "normal costs" by December 31, 2017. To the extent AB340 imposes any other changes, the City and BPMA agree to meet and confer over such changes.

22.2 CalPERS Formulas.

(a) The City agrees to continue to pay the employer's portion of the "Three Percent at Fifty" (3% @ 50) Public Safety CalPERS Retirement for Public Safety (sworn personnel) employees, including the "single highest year" benefit, for all Unit employees hired on or before December 20, 2012.

(b) City Council has been authorized to adopt and implement resolutions providing for two tiered retirement for Unit employees hired on or after such resolution adoption, which took place December 20, 2012, providing for the retirement plan known as 2% @ 50 retirement formula. All new employees hired after December 20, 2012 and vested in CalPERS shall receive the 2% @ 50 retirement formula. All Unit employees hired by the City on or before December 20, 2012 shall remain at the current existing 3% @ 50 retirement formula

(c) Per AB340, new employees hired by the City on or after January 1, 2013 shall receive the retirement plan known as "The Safety Option Plan Two Formula (2% @ 57) for safety employees if not eligible for the City's 2@50% retirement formula.

(d) All new employees hired by the City on or after January 1, 2013 shall also be required to have their final compensation defined as the highest average annual final compensation during a consecutive 36 month period, subject to the statutory cap imposed by AB340. Current employees, hired before December 20, 2012 will maintain the "single highest year" benefit

(e) CalPERS shall determine which retirement plan the new employees are eligible to receive based on CalPERS regulations. For instance, a BPOA employee that is in the 3% @ 50 retirement formula plan will continue in that plan if promoted to the BPMA. Likewise, CalPERS shall determine which retirement plan new employees are eligible for whether for the previously implemented "Two Percent at Fifty" (2% @ 50) retirement formula with final compensation defined as the highest average annual final compensation during a consecutive thirty-six (36) month period or shall only be eligible for the newly created retirement plan known as "the safety Option Plan Two Formula" (2.7% @ 57) with final compensation defined as the highest average annual final compensation during a consecutive thirty-six (36) month period.

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

ARTICLE 23 MISCELLANEOUS BENEFITS.

23.1 Life Insurance. The City will pay for life insurance in the amount of \$150,000 and Unit employees will pay the taxes on the portion of the premium attributable to coverage above \$50,000.

23.2 Direct Deposit. All Unit employees shall be paid by direct deposit of their payroll check into an account of their choice, except those employees who either do not hold an account with a financial institution that offers direct deposit or who do not hold

an account of any type and such employees will be required to pay a \$10 administration fee per payroll. It shall be the responsibility of the employee to establish and maintain such account.

23.3 Utility Allowance. Any 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.

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

23.5 Gun Loan. The City has established a loan program for those public safety members approved by the Chief of Police who wish to purchase a weapon. Repayment of the loan shall be through payroll deduction. Proof of registration of the gun with the State of California will be provided to Human Resources within three (3) months of purchase. The complete policy is established in Resolution 2005-66.

23.6 Tools/Equipment. The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment, including personal computers that serve the professional development of any Unit employee over the term of this MOU. Such tools and equipment shall be approved in advance by the Department Head and Administrative Services Director. Repayment to the City by the Unit employee shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two years.

23.7 City Cell Phone. Unit Members are in essential management positions within the Banning Police Department. It is imperative they have the ability to immediately communicate with on-duty employees of the department 24/7. Subsequently, the City issues a cell phone (smartphone or tablet device) to each member to accomplish this necessity. The BPMA has requested permission to use their City issued devices for personal use in order to eliminate the need for Unit employees to carry two cell phones, one for City business and one for personal use, as they conduct their daily activities both on and off-duty. Unit employees shall elect in writing at the beginning of each fiscal year whether they want to be allowed to use their City issued cell phone for personal use. In return, each Unit employee who voluntarily participates in this program will be authorized to use their City issued devices for both business and personal use and waive any right or expectation of privacy for such personal use. Unit employees who elect to participate in this program shall be required to pay twenty (\$20) dollars each month towards a City cell phone plan that will cover both business and personal use of the City issued cell phone. Payment shall be made through a payroll deduction. Should a Unit employee not want to participate in this program, his/her use of the City provided cell phone/device will continue to be governed by the appropriate City and/or departmental policies and procedures. Understanding that City issued cell phones are the

property of the City, each Unit employee participating in this program understands and agrees that the City shall retain the right to audit all City owned cell phones at any given time without notice, including text messages, and that all City issued cell phone records may be subject to public disclosure regardless of public or personal use thereof. All other rules and regulations shall apply except that personal use shall be permitted. Review of the phone records shall be coordinated with the Chief of Police to ensure records related to confidential investigations remain protected. Unit employees shall always conduct themselves professionally when using the City provided cell phone, so as not to embarrass themselves or the City of Banning. Unit members may elect to keep the phone number upon separation from the City and will pay any porting costs prior to separation.

23.8 City Vehicle. The City shall issue a City vehicle to Unit employees to use in their official duties.

ARTICLE 24 LAYOFFS AND RE-EMPLOYMENT.

24.1 Layoff Provision Statement of Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction in force of permanent employees due to insufficient work or lack of funds.

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

24.3 Layoff Notice. Any layoff initiated under the provisions of this MOU can take place at any time during the year. The City shall notify the affected Unit employees in writing at least twenty (20) working days prior to the employee's last day of work. The City reserves the right to pay the employee for such twenty (20) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to the appropriate BPMA representative. Any notice of layoff shall specify the reason for the layoff and the effective date. The form, timing and procedure of any such notice shall be subject to the established grievance procedure for due process purposes, provided however, the City's decision to layoff is not subject to the grievance procedure except to the extent of any alleged illegal basis. The date of the layoff shall not be delayed by the pendency of a grievance.

24.4 Layoff Order. Any layoff shall be effective within the job classification or job classifications selected by the City. Once the City has determined which classification or classifications will be affected by the layoff, the order of layoff shall be based on seniority among employees in the classification with "satisfactory job performance" except where layoff is for economic reasons which shall follow the seniority rule. "Satisfactory job performance" as used in this section shall be established

when an employee has 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 Unit employee who has been designated to be laid off may choose to be reduced in class and compensation to a lower class or position within the Unit, but only if the employee has greater seniority in that lower class or position than those employees currently in the lower class or position. In the event a reduction in class occurs, the Unit employee will be placed at the top step of the range established in the lower classification in the job series that the employee has previously held. In the event the classification is covered by the BPOA MOU, then the designated employee will be subject to the provisions outlined in the BPOA MOU. Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series. If an employee leaves the service of the City for any period of time the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority for any purpose.

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

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

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

ARTICLE 25 GRIEVANCE AND DISCIPLINE APPEALS PROCEDURE.

25.1 Procedure. Subject to the provisions of this MOU, any permanent Unit employee who has a grievance, 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 Unit employee may have under California Government Code Section 3304(b).

25.2 Definitions:

(a) For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "grievance" is defined as a dispute between an employee and the City, or the BPMA and the City, over the interpretation or application of this MOU, or the second denial of a step increase to an employee or a contested layoff where the employee contends that due process was not followed or some MOU provision or law has been violated in reaching the layoff decision. The decision to layoff remains within the sole discretion of the City and is not subject to meet and confer. The term "grievance" does not include "discipline" as defined herein.

(b) For the purposes of, and subject to the terms, provisions and conditions of, this MOU, "discipline" is limited to any action taken by the City against a permanent Unit member which is punishment or recognized discipline of the employee and which includes but is not limited to (i) an involuntary termination from City employment (ii) involuntary suspension from employment without pay or reduction in pay, (iii) involuntary move from one job classification to another job classification where the second job classification has a lower rate of pay at the top step than the top step of the job classification from which the employee was moved, or (iv) involuntary reduction in step within a job classification.

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

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

(a) Within seven (7) calendar days of receipt of the written notice from the BPMA requesting mediation, the BPMA and the City shall request a list of seven (7) local mediators from the Federal Mediation and Conciliation Service.

(b) Within fourteen (14) calendar days of receipt of the list of local mediators, the City and the BPMA shall attempt to agree on a mediator to preside at the mediation. If the parties do not agree on a mediator, the City and the BPMA shall take turns striking the names of mediators from the FMCS list until one (1) name remains. The BPMA shall strike the first name.

(c) The parties shall contact the mediator to arrange for a mutually convenient time and date for the mediation.

(d) The parties shall split equally the costs of the mediation.

25.5 Grievances Related to MOU Interpretation. On grievances pertaining to the interpretation or administration of this MOU, the BPMA agrees that after mediation, if the parties have not reached a successful resolution, then the matter is referred to the City Manager for final decision after a hearing and the City Manager's decision shall be final. On disputes related to discipline, the procedure set forth below shall apply.

25.6 Grievances Related to Discipline. On grievances related to discipline, the written notice in Step One above shall set forth in detail the employee's and/or BPMA's view of the basis for the disciplinary dispute and shall separately set forth the issue or issues to be submitted to an advisory arbitrator, instead of a mediator. The procedures set forth below shall then be followed thereafter.

(a) Within seven (7) calendar days of receipt of the written notice of appeal of discipline, the City and the BPMA shall request a list of seven (7) local arbitrators from the Federal Mediation and Conciliation Service.

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators, the City and the BPMA shall attempt to agree on an arbitrator to preside at the advisory arbitration hearing. If the parties do not agree on an arbitrator, the BPMA and the City shall take turns striking the names of arbitrators from the FMCS list until one (1) name remains. The BPMA shall strike the first name.

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

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

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

25.8 Modification of Time Limits. The above time limits may be modified by mutual agreement of the City and the employee and/or the BPMA.

ARTICLE 26 SEVERABILITY CLAUSE.

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

ARTICLE 27 COMPLETE AGREEMENT.

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

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

ARTICLE 28 INVESTIGATION DOCUMENTS AND MATERIALS.

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

ARTICLE 29 RE-OPENERS.

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.

The parties agree, however, to the following re-opener:

In the event that the City General Fund reserves are reduced to less than \$1 million, the parties agree to re-open their contract to negotiate additional cost saving measures. In the event the City General Fund reserves are reestablished at \$3 million and ongoing revenues exceed expenditures in the proposed two year budget, the parties agree to re-open the contract to negotiate potential increases in compensation or benefits."

ARTICLE 30 RATIFICATION AND EXECUTION.

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

In witness whereof, the parties have caused their signatures to be affixed this
_____ day of January, 2013.

City of Banning

Banning Police Management Association

Andy Takata
City Manager

Mike West
President

June Overholt
Administrative Services Director/
Deputy City Manager

Phil Holder
Board Member

Rita Chapparosa,
Deputy HR Director/Employee
Relations Officer

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	5,150.00	5,281.4	5,416.1	5,554.2	5,695.9	5,841.1	5,990.1	6,142.9	6,298.6	6,460.3	6,625.1	6,794.0	6,967.3
Biweekly	412.00	422.51	433.28	444.34	455.67	467.29	479.21	491.43	503.97	516.82	530.00	543.52	557.39
Annual	10,712.00	10,985.22	11,265.41	11,552.74	11,847.41	12,149.59	12,459.48	12,777.27	13,103.16	13,437.37	13,780.11	14,131.58	14,492.02
02 Hourly	5,278.4	5,413.0	5,551.1	5,692.6	5,837.8	5,987.7	6,139.4	6,296.0	6,456.6	6,621.3	6,790.2	6,963.4	7,141.0
Biweekly	422.27	433.04	444.08	455.41	467.03	478.94	491.16	503.68	516.53	529.70	543.21	557.07	571.28
Annual	10,979.00	11,259.03	11,546.20	11,840.70	12,142.71	12,452.42	12,770.03	13,095.75	13,429.77	13,772.31	14,123.58	14,483.82	14,853.24
03 Hourly	5,410.6	5,548.6	5,690.1	5,835.2	5,984.1	6,136.7	6,293.2	6,453.7	6,618.3	6,787.1	6,960.3	7,137.8	7,319.8
Biweekly	432.85	443.89	455.21	466.82	478.73	490.94	503.46	516.30	529.47	542.97	556.82	571.02	585.59
Annual	11,254.00	11,541.04	11,835.41	12,137.28	12,446.86	12,764.33	13,089.89	13,423.77	13,766.15	14,117.27	14,477.35	14,846.61	15,225.28
04 Hourly	5,545.7	5,687.1	5,832.2	5,980.9	6,133.5	6,289.9	6,450.4	6,614.9	6,783.6	6,956.6	7,134.1	7,316.0	7,502.6
Biweekly	443.65	454.97	466.57	478.47	490.68	503.19	516.03	529.19	542.69	556.53	570.72	585.28	600.21
Annual	11,535.00	11,829.21	12,130.93	12,440.34	12,757.54	13,083.04	13,416.73	13,758.94	14,109.88	14,469.76	14,838.83	15,217.31	15,605.44
05 Hourly	5,684.6	5,829.6	5,978.3	6,130.8	6,287.2	6,447.5	6,612.0	6,780.6	6,953.6	7,130.9	7,312.8	7,499.3	7,690.6
Biweekly	454.77	466.37	478.26	490.46	502.97	515.80	528.96	542.45	556.28	570.47	585.02	599.94	615.25
Annual	11,824.00	12,125.58	12,434.86	12,752.02	13,077.27	13,410.82	13,752.88	14,103.66	14,463.39	14,832.29	15,210.60	15,598.57	15,996.42
06 Hourly	5,826.4	5,975.1	6,127.5	6,283.7	6,444.0	6,608.4	6,776.9	6,949.8	7,127.0	7,308.8	7,495.2	7,686.4	7,882.5
Biweekly	466.12	478.00	490.20	502.70	515.52	528.67	542.15	555.98	570.16	584.71	599.62	614.91	630.60
Annual	12,118.00	12,428.11	12,745.10	13,070.17	13,403.54	13,745.41	14,096.00	14,455.54	14,824.24	15,202.35	15,590.10	15,987.74	16,395.52
07 Hourly	5,972.1	6,124.4	6,280.7	6,440.8	6,605.1	6,773.6	6,946.4	7,123.5	7,305.2	7,491.6	7,682.6	7,878.6	8,079.5
Biweekly	477.77	489.96	502.45	515.27	528.41	541.89	555.71	569.88	584.42	599.32	614.61	630.29	646.36
Annual	12,422.00	12,738.84	13,063.75	13,396.96	13,738.66	14,089.08	14,448.43	14,816.96	15,194.88	15,582.44	15,979.88	16,387.47	16,805.44
08 Hourly	6,121.6	6,277.8	6,437.9	6,602.1	6,770.5	6,943.2	7,120.3	7,301.9	7,488.1	7,679.1	7,875.0	8,075.8	8,281.8
Biweekly	489.73	502.22	515.03	528.17	541.64	555.45	569.62	584.15	599.05	614.33	630.00	646.07	662.55
Annual	12,733.00	13,057.77	13,390.82	13,732.37	14,082.62	14,441.81	14,810.17	15,187.92	15,575.30	15,972.56	16,379.96	16,797.75	17,226.19
09 Hourly	6,274.5	6,434.6	6,598.7	6,767.0	6,939.6	7,116.6	7,298.1	7,484.2	7,675.1	7,870.9	8,071.7	8,277.5	8,488.7
Biweekly	501.96	514.76	527.89	541.36	555.17	569.33	583.85	598.74	614.01	629.67	645.73	662.20	679.09
Annual	13,051.00	13,383.88	13,725.25	14,075.32	14,434.33	14,802.49	15,180.04	15,567.23	15,964.28	16,371.47	16,789.04	17,217.26	17,656.40
10 Hourly	6,431.3	6,595.3	6,763.5	6,936.0	7,112.9	7,294.3	7,480.4	7,671.2	7,869.9	8,067.5	8,273.3	8,484.3	8,700.7
Biweekly	514.50	527.62	541.08	554.88	569.03	583.55	598.43	613.70	629.35	645.40	661.86	678.74	696.06
Annual	13,377.00	13,718.19	14,068.09	14,426.91	14,794.88	15,172.24	15,559.22	15,956.08	16,363.05	16,780.41	17,208.41	17,647.33	18,097.44
11 Hourly	6,592.3	6,760.5	6,932.9	7,109.7	7,291.1	7,477.0	7,667.7	7,863.3	8,063.9	8,269.5	8,480.5	8,696.8	8,918.6
Biweekly	527.38	540.84	554.63	568.78	583.28	598.16	613.42	629.06	645.11	661.56	678.44	695.74	713.49
Annual	13,712.00	14,061.74	14,420.40	14,788.20	15,156.39	15,532.20	15,918.87	16,315.67	16,722.83	17,140.64	17,569.36	18,009.27	18,550.66
12 Hourly	6,752.2	6,929.6	7,106.3	7,287.6	7,473.4	7,664.1	7,859.5	8,060.0	8,265.6	8,476.4	8,692.6	8,914.3	9,141.7
Biweekly	540.58	554.36	568.50	583.00	597.87	613.12	628.76	644.80	661.25	678.11	695.41	713.14	731.33
Annual	14,055.00	14,413.49	14,781.12	15,158.12	15,544.75	15,941.23	16,347.83	16,764.80	17,192.40	17,630.91	18,080.60	18,541.77	19,014.69

107

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	6,926.00	7,102.6	7,283.8	7,469.6	7,660.1	7,855.5	8,055.8	8,261.3	8,472.0	8,688.1	8,909.7	9,136.9
	Biweekly	554.08	568.21	582.70	597.56	612.81	628.44	644.46	660.90	677.76	695.05	712.77	730.95
	Annual	14,408.00	14,773.44	15,150.25	15,536.67	15,932.95	16,339.34	16,756.09	17,183.47	17,621.75	18,071.21	18,532.14	19,004.82
14	Hourly	7,099.00	7,280.1	7,465.8	7,656.2	7,851.5	8,051.8	8,257.1	8,467.7	8,683.7	8,905.2	9,132.3	9,365.3
	Biweekly	567.92	582.41	597.26	612.50	628.12	644.14	660.57	677.42	694.70	712.42	730.59	749.22
	Annual	14,766.00	15,142.62	15,528.65	15,924.93	16,331.11	16,747.65	17,174.82	17,612.88	18,062.11	18,522.80	18,995.25	19,479.74
15	Hourly	7,275.4	7,462.0	7,652.4	7,847.5	8,047.7	8,253.0	8,463.5	8,679.3	8,900.7	9,127.7	9,360.5	9,599.3
	Biweekly	582.12	596.96	612.19	627.80	643.82	660.24	677.08	694.35	712.06	730.22	748.84	767.94
	Annual	15,135.00	15,521.03	15,916.91	16,322.89	16,739.22	17,166.17	17,604.01	18,053.02	18,513.48	18,985.69	19,469.93	19,966.53
16	Hourly	7,458.7	7,648.9	7,844.0	8,044.1	8,249.2	8,459.6	8,675.4	8,896.7	9,123.6	9,356.3	9,594.9	9,837.7
	Biweekly	596.69	611.91	627.52	643.52	659.94	676.77	694.03	711.73	729.89	748.50	767.60	787.17
	Annual	15,514.00	15,909.70	16,315.49	16,731.64	17,158.39	17,596.03	18,044.84	18,505.09	18,977.08	19,461.11	19,957.49	20,466.52
17	Hourly	7,645.2	7,840.2	8,040.2	8,245.2	8,455.5	8,671.2	8,892.4	9,119.2	9,351.8	9,590.3	9,834.9	10,085.8
	Biweekly	611.62	627.22	643.21	659.62	676.44	693.70	711.39	729.53	748.14	767.22	786.79	806.86
	Annual	15,902.00	16,307.60	16,723.54	17,150.09	17,587.52	18,036.11	18,496.13	18,967.90	19,451.59	19,947.83	20,456.62	20,978.38
18	Hourly	7,838.1	8,035.9	8,240.9	8,451.1	8,666.6	8,887.7	9,114.4	9,346.8	9,585.2	9,829.7	10,080.4	10,337.6
	Biweekly	626.88	642.87	659.27	676.09	693.33	711.01	729.15	747.75	766.82	786.38	806.44	827.00
	Annual	16,299.00	16,714.72	17,141.05	17,578.25	18,026.60	18,486.38	18,957.90	19,441.44	19,937.31	20,445.83	20,967.32	21,502.12
19	Hourly	8,032.2	8,237.1	8,447.2	8,662.6	8,883.6	9,110.2	9,342.5	9,580.8	9,825.2	10,075.8	10,332.8	10,596.3
	Biweekly	642.58	658.97	675.77	693.01	710.69	728.81	747.40	766.47	786.01	806.06	826.62	847.71
	Annual	16,707.00	17,133.13	17,570.13	18,018.27	18,477.84	18,949.14	19,432.46	19,928.10	20,436.39	20,957.64	21,492.18	22,040.36
20	Hourly	8,237.7	8,442.7	8,658.0	8,878.8	9,105.3	9,337.5	9,575.7	9,820.0	10,070.4	10,327.3	10,590.7	10,860.8
	Biweekly	658.62	675.41	692.64	710.31	728.42	747.00	766.06	785.60	805.63	826.18	847.25	868.86
	Annual	17,124.00	17,560.76	18,008.67	18,468.00	18,939.04	19,422.10	19,917.48	20,425.50	20,946.47	21,480.73	22,028.62	22,590.48
21	Hourly	8,438.5	8,653.7	8,874.4	9,100.8	9,332.9	9,570.9	9,815.0	10,065.4	10,322.1	10,585.4	10,855.4	11,132.3
	Biweekly	675.08	692.30	709.95	728.06	746.63	765.67	785.20	805.23	825.77	846.83	868.43	890.58
	Annual	17,552.00	17,999.68	18,458.78	18,929.59	19,412.41	19,907.54	20,415.30	20,936.02	21,470.01	22,017.62	22,579.21	23,155.11
22	Hourly	8,648.5	8,870.1	9,096.4	9,328.4	9,566.3	9,810.3	10,060.5	10,317.1	10,580.3	10,850.2	11,126.9	11,410.7
	Biweekly	691.96	709.61	727.71	746.27	765.31	784.83	804.84	825.37	846.42	868.01	890.15	912.86
	Annual	17,991.00	18,449.88	18,920.46	19,403.05	19,897.94	20,405.46	20,925.92	21,459.66	22,007.01	22,568.32	23,143.94	23,734.25
23	Hourly	8,865.9	9,092.0	9,323.9	9,561.7	9,805.6	10,055.7	10,312.2	10,575.2	10,844.9	11,121.5	11,405.2	11,696.1
	Biweekly	709.27	727.36	745.91	764.94	784.45	804.46	824.97	846.02	867.59	889.72	912.42	935.99
	Annual	18,441.00	18,911.36	19,393.71	19,888.37	20,395.64	20,915.85	21,449.33	21,996.42	22,557.46	23,132.81	23,722.83	24,327.91
24	Hourly	9,087.5	9,319.3	9,557.0	9,800.7	10,050.7	10,307.1	10,570.0	10,839.6	11,116.0	11,399.6	11,690.3	11,988.5
	Biweekly	727.00	745.54	764.56	784.06	804.06	824.57	845.60	867.17	889.28	911.97	935.23	959.08
	Annual	18,902.00	19,384.11	19,878.53	20,385.55	20,905.50	21,438.72	21,985.53	22,546.30	23,121.36	23,711.09	24,315.87	24,936.07

108

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	9,314.9	9,552.5	9,796.1	10,046.0	10,302.2	10,555.0	10,834.5	11,110.8	11,394.2	11,684.8	11,982.9	12,288.5	12,601.9
	Biweekly	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
	Annual	19,375.00	19,869.18	20,375.96	20,895.67	21,428.64	21,975.20	22,535.69	23,110.49	23,699.95	24,304.44	24,924.35	25,560.07	26,212.00
26	Hourly	9,547.6	9,791.1	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
	Biweekly	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
	Annual	19,859.00	20,365.52	20,884.97	21,417.66	21,963.94	22,524.15	23,098.65	23,687.80	24,291.99	24,911.58	25,546.97	26,198.57	26,866.79
27	Hourly	9,786.1	10,035.7	10,291.6	10,554.1	10,823.3	11,099.4	11,382.5	11,672.8	11,970.5	12,275.9	12,589.0	12,910.1	13,239.3
	Biweekly	792.88	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
	Annual	20,355.00	20,874.17	21,406.59	21,952.59	22,512.51	23,086.71	23,675.56	24,279.43	24,898.70	25,533.77	26,185.04	26,852.91	27,537.82
28	Hourly	10,030.8	10,286.6	10,549.0	10,818.0	11,094.0	11,378.9	11,671.1	11,964.7	12,269.9	12,582.8	12,903.8	13,232.9	13,570.4
	Biweekly	802.46	822.93	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
	Annual	20,864.00	21,396.16	21,941.89	22,501.54	23,075.46	23,664.02	24,267.60	24,886.57	25,521.33	26,172.27	26,839.82	27,524.40	28,226.44
29	Hourly	10,281.7	10,544.0	10,812.9	11,087.7	11,371.5	11,661.6	11,959.0	12,264.0	12,578.8	12,897.6	13,226.6	13,564.0	13,909.9
	Biweekly	822.54	843.52	865.03	887.10	909.72	932.93	956.72	981.12	1,006.15	1,031.81	1,058.13	1,085.12	1,112.79
	Annual	21,366.00	21,931.47	22,490.86	23,064.51	23,652.79	24,256.08	24,874.75	25,509.21	26,159.85	26,827.08	27,511.33	28,213.04	28,932.64
30	Hourly	10,538.9	10,807.7	11,083.4	11,366.1	11,656.0	11,953.3	12,258.2	12,570.8	12,891.5	13,220.3	13,557.5	13,903.3	14,257.9
	Biweekly	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
	Annual	21,921.00	22,480.12	23,053.49	23,641.50	24,244.50	24,862.88	25,497.03	26,147.36	26,814.27	27,498.20	28,199.57	28,918.82	29,656.43
31	Hourly	10,802.4	11,077.9	11,360.5	11,650.2	11,947.4	12,252.1	12,564.6	12,885.1	13,213.7	13,550.8	13,896.4	14,250.8	14,614.3
	Biweekly	864.19	886.23	908.84	932.02	955.79	980.17	1,005.17	1,030.81	1,057.10	1,084.06	1,111.71	1,140.07	1,169.15
	Annual	22,469.00	23,042.09	23,629.81	24,232.51	24,850.58	25,484.42	26,134.43	26,801.01	27,484.60	28,185.62	28,904.52	29,641.76	30,397.80
32	Hourly	11,072.1	11,354.5	11,644.1	11,941.1	12,245.7	12,558.0	12,878.3	13,206.8	13,543.7	13,889.1	14,243.4	14,606.7	14,979.2
	Biweekly	885.77	908.36	931.53	955.29	979.66	1,004.64	1,030.27	1,056.55	1,083.49	1,111.13	1,139.47	1,168.53	1,196.34
	Annual	23,030.00	23,617.40	24,219.79	24,837.54	25,471.04	26,120.71	26,786.94	27,470.17	28,170.83	28,889.35	29,626.20	30,381.85	31,156.77
33	Hourly	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
	Biweekly	907.92	931.08	954.83	979.18	1,004.16	1,029.77	1,056.03	1,082.97	1,110.59	1,138.92	1,167.97	1,197.76	1,228.31
	Annual	23,606.00	24,206.09	24,825.55	25,456.75	26,108.10	26,774.01	27,456.91	28,157.22	28,875.40	29,611.90	30,367.18	31,141.72	31,936.03
34	Hourly	11,632.7	11,929.4	12,237.7	12,545.7	12,857.7	13,198.8	13,530.4	13,875.5	14,229.4	14,592.3	14,964.5	15,346.2	15,737.6
	Biweekly	930.82	954.35	978.69	1,003.66	1,029.26	1,055.51	1,082.43	1,110.04	1,138.35	1,167.38	1,197.16	1,227.70	1,259.01
	Annual	24,196.00	24,813.14	25,446.03	26,095.05	26,780.63	27,443.19	28,143.16	28,860.98	29,597.10	30,352.01	31,126.17	31,920.07	32,734.22
35	Hourly	11,923.6	12,227.7	12,539.6	12,859.4	13,187.4	13,523.7	13,868.7	14,222.4	14,582.2	14,957.2	15,338.7	15,729.9	16,131.1
	Biweekly	953.88	978.21	1,003.16	1,028.75	1,054.99	1,081.90	1,109.49	1,137.79	1,166.81	1,196.57	1,227.09	1,258.39	1,290.49
	Annual	24,801.00	25,433.57	26,082.28	26,747.54	27,429.76	28,129.38	28,848.85	29,582.62	30,337.15	31,110.93	31,904.45	32,718.20	33,552.71
36	Hourly	12,221.6	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	16,123.1	16,534.4
	Biweekly	977.73	1,002.67	1,028.24	1,054.47	1,081.36	1,108.95	1,137.23	1,166.24	1,195.98	1,226.49	1,257.77	1,289.85	1,322.75
	Annual	25,421.00	26,069.39	26,734.31	27,416.20	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

109

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	12,527.4	12,846.9	13,174.6	13,510.6	13,855.2	14,208.8	14,571.0	14,942.7	15,323.8	15,714.7	16,115.5	16,526.5	16,948.0
Biweekly	1,002.19	1,027.75	1,053.97	1,080.85	1,108.42	1,136.59	1,165.68	1,195.41	1,225.90	1,257.17	1,289.24	1,322.12	1,355.84
Annual	26,057.00	26,721.61	27,403.17	28,102.12	28,818.89	29,553.94	30,307.75	31,080.78	31,873.52	32,686.49	33,520.19	34,375.16	35,251.93
38 Hourly	12,840.4	13,167.9	13,503.8	13,848.2	14,201.4	14,563.6	14,935.1	15,316.0	15,706.7	16,107.3	16,518.1	16,939.4	17,371.5
Biweekly	1,027.23	1,053.43	1,080.30	1,107.85	1,136.11	1,165.09	1,194.81	1,225.28	1,256.53	1,288.58	1,321.45	1,355.15	1,389.72
Annual	26,708.00	27,389.22	28,087.81	28,804.21	29,538.89	30,292.31	31,064.95	31,857.29	32,669.84	33,503.12	34,357.65	35,233.98	36,132.66
39 Hourly	13,161.5	13,497.2	13,841.5	14,194.5	14,556.6	14,927.9	15,308.6	15,699.1	16,099.5	16,510.1	16,931.2	17,363.1	17,805.9
Biweekly	1,052.92	1,079.78	1,107.32	1,135.56	1,164.53	1,194.23	1,224.69	1,255.93	1,287.96	1,320.81	1,354.50	1,389.05	1,424.48
Annual	27,376.00	28,074.25	28,790.31	29,524.64	30,277.70	31,049.96	31,841.92	32,654.08	33,486.95	34,341.07	35,216.97	36,115.22	37,036.37
40 Hourly	13,490.4	13,834.5	14,187.3	14,549.2	14,920.3	15,300.8	15,691.1	16,091.1	16,501.7	16,922.6	17,354.3	17,796.9	18,250.8
Biweekly	1,079.23	1,106.76	1,134.99	1,163.94	1,193.62	1,224.07	1,255.29	1,287.31	1,320.14	1,353.81	1,388.34	1,423.75	1,460.07
Annual	28,060.00	28,775.70	29,509.85	30,262.32	31,034.20	31,825.75	32,637.50	33,469.95	34,323.64	35,199.10	36,096.88	37,017.57	37,961.74
41 Hourly	13,827.9	14,180.6	14,542.3	14,913.2	15,293.6	15,683.6	16,083.7	16,493.9	16,914.6	17,346.0	17,788.4	18,242.1	18,707.4
Biweekly	1,106.23	1,134.45	1,163.38	1,193.05	1,223.48	1,254.69	1,286.69	1,319.51	1,353.17	1,387.68	1,423.08	1,459.37	1,496.59
Annual	28,762.00	29,495.60	30,247.92	31,019.42	31,810.60	32,621.96	33,454.02	34,307.30	35,182.34	36,079.70	36,999.95	37,943.67	38,911.46
42 Hourly	14,173.6	14,535.1	14,905.8	15,286.0	15,675.9	16,075.7	16,485.7	16,906.2	17,337.4	17,779.6	18,233.1	18,698.2	19,175.1
Biweekly	1,133.88	1,162.81	1,192.46	1,222.88	1,254.07	1,286.06	1,318.86	1,352.50	1,386.99	1,422.37	1,458.65	1,495.85	1,534.01
Annual	29,481.00	30,232.94	31,004.06	31,794.85	32,605.81	33,437.46	34,290.31	35,164.92	36,061.84	36,981.63	37,924.88	38,892.20	39,894.18
43 Hourly	14,527.9	14,898.4	15,278.4	15,668.1	16,067.8	16,477.6	16,897.9	17,328.9	17,770.8	18,224.1	18,688.9	19,165.6	19,654.4
Biweekly	1,162.23	1,191.87	1,222.27	1,253.45	1,285.42	1,318.21	1,351.83	1,386.31	1,421.67	1,457.93	1,495.11	1,533.25	1,572.36
Annual	30,218.00	30,988.74	31,779.14	32,589.70	33,420.93	34,273.36	35,147.54	36,044.01	36,963.35	37,906.14	38,872.97	39,864.47	40,881.25
44 Hourly	14,890.9	15,270.7	15,660.2	16,059.6	16,469.2	16,889.3	17,320.1	17,761.8	18,214.8	18,679.4	19,155.9	19,644.5	20,145.5
Biweekly	1,191.27	1,221.65	1,252.81	1,284.77	1,317.54	1,351.14	1,385.60	1,420.95	1,457.19	1,494.35	1,532.47	1,571.56	1,611.84
Annual	30,973.00	31,763.00	32,573.14	33,403.95	34,255.96	35,129.69	36,025.71	36,944.58	37,886.89	38,853.23	39,844.22	40,860.49	41,902.67
45 Hourly	15,263.0	15,652.3	16,051.5	16,460.9	16,880.8	17,311.3	17,752.9	18,205.7	18,670.0	19,146.2	19,634.6	20,135.4	20,648.9
Biweekly	1,221.04	1,252.18	1,284.12	1,316.87	1,350.45	1,384.91	1,420.23	1,456.45	1,493.60	1,531.70	1,570.77	1,610.83	1,651.92
Annual	31,747.00	32,556.74	33,387.13	34,238.70	35,112.00	36,007.56	36,925.97	37,867.80	38,833.66	39,824.15	40,839.91	41,881.57	42,949.80
46 Hourly	15,644.7	16,043.7	16,453.0	16,872.6	17,303.0	17,744.3	18,196.9	18,661.0	19,137.0	19,625.1	20,125.6	20,639.0	21,165.4
Biweekly	1,251.58	1,283.50	1,316.24	1,349.81	1,384.24	1,419.54	1,455.75	1,492.88	1,530.96	1,570.01	1,610.05	1,651.12	1,693.23
Annual	32,541.00	33,370.99	34,222.15	35,095.02	35,990.16	36,908.12	37,849.50	38,814.89	39,804.90	40,821.16	41,861.32	42,929.04	44,023.99
47 Hourly	16,036.1	16,445.1	16,864.5	17,294.7	17,735.8	18,188.2	18,652.1	19,127.8	19,615.7	20,116.0	20,629.1	21,155.2	21,694.8
Biweekly	1,282.88	1,315.61	1,349.16	1,383.57	1,418.86	1,455.05	1,492.16	1,529.22	1,569.25	1,609.28	1,650.33	1,692.42	1,735.59
Annual	33,355.00	34,205.75	35,078.20	35,972.91	36,890.43	37,831.36	38,793.29	39,785.83	40,800.60	41,841.26	42,908.47	44,002.89	45,125.23
48 Hourly	16,437.0	16,856.3	17,286.2	17,727.1	18,179.2	18,642.9	19,118.4	19,606.1	20,105.1	20,619.0	21,148.9	21,684.2	22,237.3
Biweekly	1,314.96	1,348.50	1,382.90	1,418.17	1,454.34	1,491.43	1,529.47	1,568.49	1,608.49	1,649.52	1,691.59	1,734.74	1,778.98
Annual	34,189.00	35,061.02	35,955.29	36,872.37	37,812.83	38,777.29	39,766.34	40,780.62	41,820.77	42,887.45	43,981.34	45,103.13	46,253.53

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
49 Hourly	16,847.6	17,277.3	17,710	18,199	18,633	19,108	19,590	20,098	20,608	21,134	21,673	22,225	22,797
Biweekly	1,347.81	1,382.18	1,417.44	1,453.59	1,490.67	1,528.69	1,567.68	1,607.66	1,648.67	1,690.72	1,733.84	1,778.07	1,823.42
Annual	35,043.00	35,936.81	36,853.41	37,793.39	38,757.35	39,745.90	40,759.66	41,799.27	42,865.40	43,958.73	45,079.94	46,229.75	47,408.89
50 Hourly	17,288	17,709.2	18,169	18,624	19,091	19,583	20,088	20,592	21,123	21,662	22,214	22,781	23,362
Biweekly	1,381.50	1,416.74	1,452.87	1,489.93	1,527.93	1,566.90	1,606.87	1,647.85	1,689.88	1,732.98	1,777.19	1,822.52	1,869.00
Annual	35,919.00	36,835.15	37,774.67	38,738.15	39,726.20	40,739.46	41,778.56	42,844.15	43,936.95	45,057.60	46,206.84	47,385.39	48,594.01
51 Hourly	17,700.5	18,151.9	18,614.9	19,089.7	19,576.6	20,075.9	20,580	21,111	21,651	22,202	22,770	23,350	23,946
Biweekly	1,416.04	1,452.16	1,488.19	1,527.18	1,566.13	1,606.08	1,647.04	1,689.05	1,732.13	1,776.31	1,821.62	1,868.08	1,915.73
Annual	36,817.00	37,556.05	38,719.06	39,706.63	40,719.39	41,757.97	42,823.05	43,915.30	45,035.40	46,184.07	47,362.05	48,570.06	49,808.89
52 Hourly	18,143	18,606	19,080	19,573	20,063	20,572	21,103	21,643	22,193	22,753	23,328	23,931	24,546
Biweekly	1,451.46	1,488.48	1,526.45	1,565.38	1,605.31	1,646.25	1,688.24	1,731.30	1,775.46	1,820.75	1,867.19	1,914.81	1,963.65
Annual	37,738.00	38,700.55	39,687.64	40,699.91	41,738.01	42,802.58	43,894.30	45,013.87	46,161.99	47,339.40	48,546.84	49,785.07	51,054.89
53 Hourly	18,596	19,070	19,557	20,052	20,567	21,092	21,630	22,182	22,747	23,320	23,920	24,532	25,150
Biweekly	1,487.73	1,525.68	1,564.59	1,604.50	1,645.42	1,687.39	1,730.43	1,774.56	1,819.83	1,866.24	1,913.84	1,962.66	2,012.72
Annual	38,681.00	39,667.60	40,679.36	41,716.93	42,780.96	43,872.13	44,991.13	46,138.68	47,315.49	48,522.32	49,759.93	51,029.11	52,330.65
54 Hourly	19,061	19,547	20,046	20,557	21,081	21,619	22,171	22,736	23,315	23,912	24,521	25,145	25,787
Biweekly	1,524.92	1,563.82	1,603.70	1,644.61	1,686.56	1,729.57	1,773.69	1,818.93	1,865.32	1,912.90	1,961.69	2,011.72	2,063.03
Annual	39,648.00	40,659.26	41,696.32	42,759.82	43,850.46	44,968.91	46,115.88	47,292.11	48,498.35	49,735.35	51,003.89	52,304.80	53,638.89
55 Hourly	19,530	20,063	20,574	21,071	21,589	22,120	22,663	23,219	23,793	24,383	25,000	25,645	26,325
Biweekly	1,563.04	1,602.91	1,643.79	1,685.72	1,728.71	1,772.80	1,818.02	1,864.39	1,911.94	1,960.71	2,010.72	2,062.01	2,114.60
Annual	40,639.00	41,675.54	42,738.51	43,828.60	44,946.50	46,092.90	47,268.55	48,474.18	49,710.56	50,978.48	52,278.73	53,612.16	54,979.59
56 Hourly	20,024	20,537	21,061	21,598	22,149	22,714	23,293	23,887	24,496	25,121	25,762	26,419	27,093
Biweekly	1,602.12	1,642.98	1,684.88	1,727.86	1,771.93	1,817.13	1,863.47	1,911.00	1,959.74	2,009.73	2,060.99	2,113.56	2,167.47
Annual	41,655.00	42,717.45	43,807.00	44,924.35	46,070.19	47,245.25	48,450.29	49,686.06	50,953.35	52,252.97	53,585.74	54,952.49	56,354.11
57 Hourly	20,527	21,050	21,587	22,135	22,703	23,282	23,871	24,481	25,109	25,750	26,408	27,084	27,771
Biweekly	1,642.19	1,684.08	1,727.03	1,771.08	1,816.26	1,862.58	1,910.09	1,958.81	2,008.77	2,060.00	2,112.55	2,166.43	2,221.68
Annual	42,697.00	43,786.03	44,902.84	46,048.13	47,222.63	48,427.09	49,662.27	50,928.96	52,227.95	53,560.08	54,926.18	56,327.13	57,763.81
58 Hourly	21,040	21,570	22,124	22,691	23,270	23,864	24,472	25,097	25,737	26,395	27,067	27,751	28,451
Biweekly	1,683.23	1,726.16	1,770.19	1,815.34	1,861.64	1,909.13	1,957.82	2,007.76	2,058.97	2,111.48	2,165.34	2,220.57	2,277.21
Annual	43,764.00	44,880.24	46,024.96	47,198.87	48,402.73	49,637.29	50,903.34	52,201.68	53,533.13	54,898.55	56,298.79	57,734.75	59,207.33
59 Hourly	21,563	22,114	22,680	23,259	23,852	24,460	25,084	25,724	26,380	27,053	27,743	28,450	29,176
Biweekly	1,725.31	1,769.31	1,814.44	1,860.72	1,908.18	1,956.85	2,006.76	2,057.95	2,110.44	2,164.26	2,219.47	2,276.08	2,334.13
Annual	44,858.00	46,002.15	47,175.48	48,378.74	49,612.68	50,878.11	52,175.80	53,506.60	54,871.34	56,270.89	57,706.13	59,177.98	60,687.38
60 Hourly	22,105	22,666	23,247	23,840	24,448	25,072	25,711	26,367	27,040	27,730	28,437	29,162	29,904
Biweekly	1,769.46	1,813.57	1,859.82	1,907.26	1,955.91	2,005.80	2,056.96	2,109.42	2,163.22	2,218.40	2,274.98	2,333.01	2,392.51
Annual	45,980.00	47,152.77	48,355.44	49,588.80	50,853.61	52,150.68	53,480.84	54,844.92	56,243.79	57,678.35	59,149.49	60,658.16	62,205.31

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
61 Hourly	22,658.2	23,236.1	23,828.8	24,436.5	25,059.8	25,699.0	26,354.5	27,026.7	27,711.6	28,422.9	29,147.9	29,891.3	30,653.7
Biweekly	1,812.65	1,858.89	1,906.30	1,954.92	2,004.78	2,055.92	2,108.36	2,162.13	2,217.28	2,273.83	2,331.83	2,391.31	2,452.30
Annual	47,129.00	48,331.07	49,563.80	50,827.98	52,124.40	53,453.88	54,817.28	56,215.45	57,649.28	59,119.88	60,627.59	62,173.95	63,759.76
62 Hourly	23,224.5	23,816.9	24,424.4	25,047.3	25,686.2	26,341.3	27,013.2	27,702.2	28,408.8	29,133.4	29,876.4	30,638.5	31,419.9
Biweekly	1,857.96	1,905.35	1,953.95	2,003.79	2,054.89	2,107.31	2,161.06	2,216.18	2,272.70	2,330.67	2,390.11	2,451.08	2,513.59
Annual	48,307.00	49,539.12	50,802.66	52,098.44	53,427.26	54,789.97	56,187.45	57,620.56	59,090.23	60,597.39	62,142.99	63,728.01	65,353.45
63 Hourly	23,805.3	24,412.5	25,035.1	25,673.7	26,328.5	27,000.0	27,688.7	28,394.9	29,119.2	29,861.9	30,623.5	31,404.6	32,205.6
Biweekly	1,904.42	1,953.00	2,002.81	2,053.89	2,106.28	2,160.00	2,215.10	2,271.59	2,329.33	2,388.95	2,449.88	2,512.37	2,576.45
Annual	49,515.00	50,777.93	52,073.07	53,401.25	54,763.30	56,160.09	57,592.51	59,061.47	60,567.89	62,112.73	63,696.98	65,321.63	66,987.73
64 Hourly	24,400.5	25,022.8	25,661.1	26,315.6	26,986.8	27,675.1	28,381.0	29,104.9	29,847.2	30,608.5	31,389.2	32,189.8	33,010.9
Biweekly	1,952.04	2,001.83	2,052.89	2,105.25	2,158.94	2,214.01	2,270.48	2,328.39	2,387.78	2,448.68	2,511.14	2,575.19	2,640.87
Annual	50,753.00	52,047.51	53,375.03	54,736.41	56,132.52	57,564.24	59,032.47	60,538.15	62,082.24	63,665.71	65,289.57	66,954.84	68,662.59
65 Hourly	25,010.6	25,648.5	26,302.7	26,973.6	27,661.6	28,367.1	29,090.6	29,832.6	30,593.5	31,373.8	32,174.1	32,994.7	33,836.2
Biweekly	2,000.85	2,051.88	2,104.21	2,157.89	2,212.92	2,269.37	2,327.25	2,386.61	2,447.48	2,509.91	2,573.92	2,639.57	2,706.90
Annual	52,022.00	53,348.87	54,709.59	56,105.01	57,536.03	59,003.54	60,508.48	62,051.81	63,634.51	65,257.57	66,922.03	68,628.94	70,379.39
66 Hourly	25,635.6	26,289.4	26,960.0	27,647.6	28,352.8	29,076.0	29,817.6	30,578.1	31,358.0	32,157.8	32,978.1	33,819.2	34,681.8
Biweekly	2,050.85	2,103.16	2,156.80	2,211.81	2,268.22	2,326.08	2,385.41	2,446.25	2,508.64	2,572.63	2,638.25	2,705.54	2,774.54
Annual	53,322.00	54,682.03	56,076.75	57,507.04	58,973.82	60,478.01	62,020.56	63,602.45	65,224.70	66,888.32	68,594.37	70,343.94	72,138.13
67 Hourly	26,276.4	26,946.6	27,634.0	28,338.8	29,061.6	29,802.8	30,563.0	31,342.5	32,141.9	32,961.8	33,802.5	34,664.7	35,548.8
Biweekly	2,102.12	2,155.73	2,210.72	2,267.10	2,324.93	2,384.23	2,445.04	2,507.40	2,571.36	2,636.94	2,704.20	2,773.17	2,843.90
Annual	54,655.00	56,049.03	57,478.62	58,944.67	60,448.11	61,989.90	63,571.01	65,192.46	66,855.25	68,560.46	70,309.17	72,102.47	73,941.52
68 Hourly	26,937.7	27,620.6	28,325.1	29,047.6	29,788.5	30,548.2	31,327.4	32,126.4	32,945.9	33,786.2	34,647.9	35,531.7	36,437.9
Biweekly	2,154.89	2,209.65	2,266.01	2,323.81	2,383.08	2,443.86	2,506.19	2,570.12	2,635.67	2,702.89	2,771.83	2,842.53	2,915.03
Annual	55,022.00	57,450.90	59,916.24	62,418.96	64,960.00	67,540.36	70,161.02	72,823.01	75,527.40	78,275.26	81,067.70	83,905.86	86,790.90
69 Hourly	27,607.7	28,310.9	29,033.0	29,773.5	30,532.9	31,311.7	32,110.3	32,929.3	33,769.2	34,630.5	35,513.8	36,419.6	37,348.5
Biweekly	2,208.54	2,264.87	2,322.64	2,381.88	2,442.63	2,504.93	2,568.82	2,634.34	2,701.54	2,770.44	2,841.10	2,913.57	2,987.88
Annual	57,422.00	58,886.61	60,388.57	61,928.84	63,508.40	65,128.24	66,789.40	68,492.93	70,239.91	72,031.45	73,868.69	75,752.78	77,684.93
70 Hourly	28,297.1	29,018.9	29,759.0	30,518.1	31,296.4	32,094.7	32,913.3	33,752.8	34,613.7	35,496.5	36,401.9	37,330.4	38,282.5
Biweekly	2,263.77	2,321.51	2,380.72	2,441.44	2,503.72	2,567.58	2,633.06	2,700.22	2,769.09	2,839.72	2,912.15	2,986.43	3,062.60
Annual	58,858.00	60,359.23	61,898.75	63,477.54	65,096.60	66,756.96	68,459.66	70,205.79	71,996.46	73,832.80	75,715.98	77,647.19	79,627.66
71 Hourly	29,004.3	29,744.1	30,502.8	31,280.8	32,078.6	32,896.8	33,735.9	34,596.3	35,478.8	36,383.7	37,311.7	38,263.4	39,239.3
Biweekly	2,320.35	2,379.53	2,440.22	2,502.46	2,566.29	2,631.75	2,698.87	2,767.71	2,838.30	2,910.69	2,984.93	3,061.07	3,139.14
Annual	60,329.00	61,867.75	63,445.75	65,064.00	66,723.52	68,425.37	70,170.63	71,960.40	73,795.82	75,678.06	77,608.30	79,587.78	81,617.75
72 Hourly	29,729.8	30,488.1	31,265.7	32,063.2	32,881.0	33,719.7	34,579.7	35,461.7	36,366.2	37,293.7	38,245.0	39,220.4	40,220.8
Biweekly	2,378.38	2,439.05	2,501.26	2,565.06	2,630.48	2,697.57	2,766.38	2,836.94	2,909.29	2,983.50	3,059.60	3,137.63	3,217.66
Annual	61,838.00	63,415.24	65,032.71	66,691.43	68,392.47	70,136.88	71,925.79	73,760.33	75,641.67	77,570.98	79,549.51	81,578.50	83,659.24

112

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	30,4731	32,0474	32,8648	33,7030	34,5627	35,4442	36,3483	37,2754	38,2261	39,2011	40,2010	41,2263
	Biweekly	2,437.85	2,563.79	2,629.18	2,696.24	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	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	31,2346	32,0313	32,8483	33,6861	34,5453	35,4264	36,3300	37,2566	38,2069	39,1814	40,1808	41,2056
	Biweekly	2,498.77	2,562.50	2,627.86	2,694.59	2,763.62	2,834.11	2,906.40	2,980.53	3,056.55	3,134.51	3,214.46	3,296.45
	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
75	Hourly	32,0154	32,8320	33,6694	34,5282	35,4088	36,3120	37,2381	38,1879	39,1620	40,1608	41,1852	42,2356
	Biweekly	2,561.23	2,626.56	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	3,378.85
	Annual	66,592.00	68,290.50	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	87,850.11
76	Hourly	32,8159	33,6529	34,5112	35,3915	36,2942	37,2199	38,1692	39,1427	40,1411	41,1650	42,2149	43,2916
	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
	Annual	68,257.00	69,997.96	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
77	Hourly	33,6385	34,4945	35,3743	36,2765	37,2018	38,1507	39,1238	40,1216	41,1450	42,1944	43,2706	44,3743
	Biweekly	2,690.92	2,759.56	2,829.94	2,902.12	2,976.15	3,052.05	3,129.90	3,209.73	3,291.60	3,375.55	3,461.65	3,549.94
	Annual	69,964.00	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
78	Hourly	34,4774	35,3568	36,2586	37,1834	38,1318	39,1044	40,1018	41,1246	42,1736	43,2492	44,3523	45,4836
	Biweekly	2,758.19	2,828.54	2,900.69	2,974.67	3,050.54	3,128.35	3,208.14	3,289.97	3,373.88	3,459.94	3,548.19	3,638.69
	Annual	71,713.00	73,542.11	75,417.88	77,341.49	79,314.16	81,337.14	83,411.73	85,539.23	87,720.99	89,958.40	92,252.88	94,605.89
79	Hourly	35,3394	36,2408	37,1651	38,1131	39,0852	40,0821	41,1044	42,1528	43,2280	44,3306	45,4613	46,6208
	Biweekly	2,827.15	2,898.26	2,973.21	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
	Annual	73,506.00	75,380.84	77,303.51	79,275.21	81,297.20	83,370.77	85,497.23	87,677.92	89,914.23	92,207.58	94,559.43	96,971.26
80	Hourly	36,2225	37,1465	38,0939	39,0656	40,0620	41,0838	42,1317	43,2063	44,3083	45,4384	46,5974	47,7859
	Biweekly	2,897.81	2,971.72	3,047.52	3,125.25	3,204.96	3,286.70	3,370.53	3,456.50	3,544.67	3,635.08	3,727.79	3,822.87
	Annual	75,243.00	77,264.70	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
81	Hourly	37,1284	38,0754	39,0465	40,0424	41,0638	42,1111	43,1852	44,2867	45,4163	46,5747	47,7626	48,9808
	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
	Annual	77,227.00	79,196.75	81,216.74	83,288.26	85,412.61	87,591.14	89,825.24	92,116.33	94,465.84	96,875.29	99,346.19	101,880.12
82	Hourly	38,0563	39,0269	40,0223	41,0431	42,0900	43,1635	44,2645	45,3935	46,5513	47,7386	48,9562	50,2049
	Biweekly	3,044.50	3,122.15	3,201.79	3,283.45	3,367.20	3,453.08	3,541.16	3,631.48	3,724.10	3,819.09	3,916.50	4,016.39
	Annual	79,157.00	81,175.98	83,246.45	85,369.74	87,547.18	89,780.16	92,070.09	94,418.43	96,826.66	99,296.33	101,828.98	104,426.23
83	Hourly	39,0077	40,0026	41,0229	42,0693	43,1423	44,2427	45,3711	46,5284	47,7151	48,9321	50,1802	51,4601
	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
	Annual	81,136.00	83,205.45	85,327.69	87,504.06	89,735.94	92,024.74	94,371.93	96,778.98	99,247.42	101,778.83	104,374.80	107,036.98
84	Hourly	39,9832	41,0030	42,0488	43,1213	44,2212	45,3491	46,5057	47,6919	48,9083	50,1558	51,4351	52,7470
	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
	Annual	83,165.00	85,286.21	87,461.52	89,692.31	91,980.00	94,326.04	96,731.92	99,199.17	101,729.34	104,324.05	106,984.94	109,713.70

113

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	40,982.7	42,028.0	43,100.0	44,199.3	45,326.6	46,482.7	47,669.3	48,894.1	50,131.0	51,409.6	52,720.9	54,065.6	55,444.6
	Biweekly	3,278.62	3,382.24	3,448.00	3,535.94	3,626.13	3,718.62	3,813.46	3,910.73	4,010.48	4,112.77	4,217.67	4,325.25	4,435.56
	Annual	85,244.00	87,418.23	89,647.92	91,934.48	94,279.36	96,694.05	99,150.08	101,679.00	104,272.42	106,932.00	109,656.40	112,456.38	115,324.69
86	Hourly	42,007.2	43,078.6	44,177.4	45,304.2	46,459.7	47,644.7	48,860.0	50,106.2	51,384.2	52,694.8	54,038.8	55,417.1	56,830.6
	Biweekly	3,360.58	3,446.29	3,534.19	3,624.34	3,716.78	3,811.58	3,908.80	4,008.49	4,110.74	4,215.58	4,323.11	4,433.37	4,546.45
	Annual	87,375.00	89,603.59	91,889.02	94,232.74	96,636.24	99,101.04	101,628.71	104,220.85	106,879.11	109,605.17	112,400.76	115,267.65	118,207.67
87	Hourly	43,057.2	44,155.4	45,281.7	46,436.6	47,621.0	48,835.6	50,081.2	51,358.6	52,668.6	54,011.9	55,389.6	56,802.3	58,251.1
	Biweekly	3,444.58	3,532.43	3,622.53	3,714.93	3,809.68	3,906.85	4,006.50	4,108.69	4,213.49	4,320.95	4,431.17	4,544.19	4,660.09
	Annual	89,559.00	91,843.29	94,185.85	96,588.15	99,051.73	101,578.14	104,168.99	106,825.93	109,550.63	112,344.83	115,210.30	118,148.85	121,162.35
88	Hourly	44,133.7	45,259.3	46,413.7	47,597.5	48,811.6	50,055.5	51,333.3	52,642.6	53,985.3	55,362.3	56,774.3	58,222.4	59,707.4
	Biweekly	3,530.69	3,620.75	3,713.10	3,807.80	3,904.92	4,004.52	4,106.66	4,211.41	4,318.82	4,428.98	4,541.95	4,657.79	4,776.59
	Annual	91,798.00	94,139.40	96,540.52	99,002.88	101,528.05	104,117.62	106,773.25	109,496.61	112,289.43	115,153.48	118,090.59	121,102.60	124,191.45
89	Hourly	45,237.0	46,390.8	47,574.1	48,787.5	50,031.9	51,308.0	52,616.7	53,958.7	55,335.0	56,746.3	58,193.7	59,678.0	61,200.1
	Biweekly	3,618.96	3,711.27	3,805.93	3,903.00	4,002.55	4,104.64	4,209.33	4,316.70	4,426.80	4,539.71	4,655.50	4,774.24	4,895.01
	Annual	94,093.00	96,492.94	98,954.08	101,478.01	104,066.31	106,720.62	109,442.64	112,234.08	115,096.72	118,032.38	121,042.91	124,130.24	127,296.30
90	Hourly	46,368.3	47,550.9	48,763.8	50,007.5	51,263.0	52,591.1	53,932.4	55,308.0	56,718.7	58,165.4	59,649.0	61,170.4	62,730.6
	Biweekly	3,709.46	3,804.08	3,901.10	4,000.60	4,102.64	4,207.28	4,314.60	4,424.64	4,537.50	4,653.23	4,771.92	4,893.63	5,018.45
	Annual	96,446.00	98,905.95	101,428.65	104,015.69	106,668.71	109,389.40	112,179.49	115,040.74	117,974.97	120,984.04	124,069.86	127,234.38	130,479.62
91	Hourly	47,527.4	48,739.6	49,982.8	51,257.7	52,565.0	53,905.8	55,280.7	56,690.7	58,136.6	59,619.4	61,140.1	62,899.5	64,298.8
	Biweekly	3,802.19	3,899.17	3,998.62	4,100.61	4,205.20	4,312.46	4,422.45	4,535.25	4,650.93	4,769.56	4,891.21	5,015.96	5,143.90
	Annual	98,857.00	101,378.45	103,964.21	106,615.92	109,335.26	112,123.97	114,983.80	117,916.58	120,924.16	124,008.45	127,171.41	130,415.04	133,741.41
92	Hourly	48,715.4	49,957.9	51,232.1	52,538.9	53,878.9	55,253.2	56,662.5	58,107.7	59,589.8	61,109.7	62,668.3	64,268.8	65,905.9
	Biweekly	3,897.23	3,996.63	4,098.57	4,203.11	4,310.31	4,420.25	4,533.00	4,648.61	4,767.18	4,888.77	5,013.47	5,141.34	5,272.48
	Annual	101,328.00	103,912.47	106,562.86	109,280.86	112,068.17	114,926.58	117,857.90	120,863.99	123,946.74	127,108.13	130,350.15	133,674.86	137,084.37
93	Hourly	49,933.2	51,206.8	52,512.8	53,852.2	55,225.8	56,634.4	58,078.9	59,560.3	61,079.4	62,637.3	64,234.9	65,873.3	67,553.5
	Biweekly	3,994.65	4,096.54	4,201.03	4,308.18	4,418.06	4,530.75	4,646.31	4,764.82	4,886.35	5,010.98	5,138.79	5,269.86	5,404.28
	Annual	103,861.00	106,510.08	109,226.72	112,012.66	114,869.66	117,799.52	120,804.12	123,885.35	127,045.17	130,285.58	133,608.64	137,016.47	140,511.21
94	Hourly	51,181.7	52,487.2	53,825.9	55,198.8	56,606.7	58,050.5	59,531.1	61,049.5	62,606.7	64,203.5	65,841.1	67,520.4	69,242.6
	Biweekly	4,094.54	4,196.97	4,306.07	4,415.90	4,528.54	4,644.04	4,762.49	4,883.96	5,008.53	5,136.28	5,267.29	5,401.63	5,539.41
	Annual	106,458.00	109,173.32	111,957.89	114,813.49	117,741.92	120,745.05	123,824.77	126,983.05	130,221.88	133,543.32	136,949.47	140,442.50	144,024.63
95	Hourly	52,461.1	53,799.1	55,171.3	56,578.5	58,021.6	59,501.5	61,019.2	62,575.5	64,171.6	65,808.3	67,486.8	69,208.2	70,973.4
	Biweekly	4,196.88	4,303.93	4,413.71	4,526.28	4,641.73	4,760.12	4,881.53	5,006.04	5,133.73	5,264.67	5,398.95	5,536.65	5,677.87
	Annual	109,119.00	111,902.19	114,756.37	117,683.34	120,684.97	123,763.16	126,919.87	130,157.09	133,476.87	136,881.33	140,372.63	143,952.97	147,624.64
96	Hourly	53,772.6	55,144.1	56,550.6	57,993.0	59,472.2	60,989.1	62,544.7	64,139.9	65,775.9	67,453.6	69,174.0	70,938.4	72,747.7
	Biweekly	4,301.81	4,411.53	4,524.05	4,639.44	4,757.77	4,878.13	5,003.57	5,131.19	5,262.07	5,396.28	5,533.92	5,675.07	5,819.82
	Annual	111,847.00	114,699.77	117,625.30	120,625.45	123,702.13	126,857.27	130,092.89	133,411.04	136,813.83	140,303.40	143,881.98	147,551.83	151,315.29

114

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 55,117.3	56,523.1	57,964.8	59,443.3	60,959.4	62,514.2	64,108.7	65,743.9	67,420.8	69,140.4	70,903.9	72,712.4	74,567.0
	Biweekly 4,402.38	4,521.85	4,637.18	4,755.46	4,876.75	5,001.14	5,128.70	5,259.51	5,393.66	5,531.23	5,672.31	5,816.99	5,965.36
	Annual 114,644.00	117,568.11	120,566.80	123,641.98	126,795.59	130,029.64	133,346.18	136,747.30	140,235.18	143,812.02	147,480.09	151,241.71	155,099.29
98	Hourly 56,499.2	57,936.2	59,413.9	60,929.3	62,483.4	64,077.1	65,711.4	67,387.4	69,106.2	70,868.8	72,676.4	74,530.1	76,431.1
	Biweekly 4,519.82	4,634.89	4,753.11	4,874.34	4,998.67	5,126.16	5,256.91	5,390.99	5,528.50	5,669.51	5,814.11	5,962.41	6,114.49
	Annual 117,510.00	120,507.21	123,580.87	126,732.92	129,965.37	133,280.27	136,679.71	140,165.87	143,740.94	147,407.19	151,166.96	155,022.63	158,976.63
99	Hourly 57,907.2	59,394.2	60,998.8	62,642.1	64,340.0	66,094.6	67,898.3	69,755.7	71,662.4	73,614.1	75,616.4	77,664.1	79,762.4
	Biweekly 4,632.58	4,750.74	4,871.91	4,996.17	5,123.60	5,254.29	5,388.30	5,525.74	5,666.87	5,811.21	5,959.43	6,111.43	6,267.31
	Annual 120,447.00	123,519.12	126,669.60	129,900.43	133,213.68	136,611.42	140,095.63	143,669.12	147,333.54	151,091.43	154,946.17	158,897.20	162,950.03
100	Hourly 59,355.3	60,869.2	62,421.7	64,013.9	65,646.6	67,321.0	69,038.1	70,799.0	72,604.8	74,456.6	76,355.7	78,303.2	80,300.4
	Biweekly 4,748.42	4,869.54	4,993.74	5,121.11	5,251.73	5,385.68	5,523.05	5,663.92	5,808.38	5,956.53	6,108.46	6,264.26	6,424.03
	Annual 123,459.00	126,607.95	129,837.21	133,148.84	136,544.93	140,027.64	143,599.19	147,261.83	151,017.89	154,869.75	158,819.86	162,870.72	167,024.90
101	Hourly 60,838.9	62,390.7	63,982.0	65,614.0	67,287.5	69,003.7	70,763.8	72,568.7	74,419.6	76,317.7	78,264.3	80,260.5	82,307.6
	Biweekly 4,867.12	4,991.26	5,118.56	5,249.12	5,383.00	5,520.30	5,661.10	5,805.49	5,953.57	6,105.42	6,261.14	6,420.84	6,584.61
	Annual 126,545.00	129,772.66	133,082.64	136,477.04	139,958.03	143,527.80	147,188.62	150,942.81	154,792.76	158,740.90	162,789.75	166,941.86	171,199.88
102	Hourly 62,360.1	63,950.7	65,581.8	67,254.5	68,969.9	70,729.0	72,533.1	74,383.1	76,280.3	78,225.9	80,221.1	82,267.3	84,365.6
	Biweekly 4,988.81	5,116.05	5,246.54	5,380.36	5,517.59	5,658.32	5,802.84	5,950.65	6,102.42	6,258.07	6,417.69	6,581.38	6,749.25
	Annual 129,709.00	133,017.36	136,410.10	139,889.37	143,457.39	147,116.42	150,868.77	154,716.83	158,663.03	162,709.89	166,859.97	171,115.90	175,480.39
103	Hourly 63,918.8	65,549.1	67,221.0	68,935.5	70,689.8	72,486.9	74,346.0	76,242.3	78,188.9	80,181.1	82,226.2	84,323.5	86,474.2
	Biweekly 5,113.50	5,243.92	5,377.68	5,514.84	5,655.50	5,799.75	5,947.68	6,099.38	6,254.95	6,414.49	6,578.10	6,745.88	6,917.94
	Annual 132,951.00	136,342.05	139,819.59	143,385.83	147,043.03	150,793.51	154,539.64	158,383.88	162,328.72	166,376.73	171,030.54	175,892.84	179,866.41
104	Hourly 65,516.8	67,187.9	68,901.6	70,659.0	72,461.2	74,309.4	76,204.8	78,148.4	80,141.7	82,185.8	84,282.0	86,431.7	88,636.2
	Biweekly 5,241.35	5,375.03	5,512.13	5,652.72	5,796.90	5,944.75	6,096.38	6,251.87	6,411.34	6,574.86	6,742.56	6,914.54	7,090.90
	Annual 136,275.00	139,750.83	143,315.31	146,970.72	150,719.35	154,563.60	158,505.90	162,548.75	166,694.72	170,946.43	175,306.59	179,777.96	184,363.38
105	Hourly 67,154.8	68,867.7	70,624.2	72,425.5	74,272.8	76,167.2	78,109.9	80,102.2	82,145.3	84,240.5	86,389.1	88,592.6	90,852.2
	Biweekly 5,372.38	5,509.41	5,649.94	5,794.04	5,941.83	6,093.39	6,248.80	6,408.18	6,571.62	6,739.24	6,911.13	7,087.41	7,268.18
	Annual 139,682.00	143,244.73	146,898.33	150,645.12	154,487.47	158,427.83	162,468.69	166,612.62	170,862.24	175,220.25	179,689.42	184,272.58	188,972.63
106	Hourly 68,833.7	70,589.3	72,389.8	74,236.1	76,129.6	78,071.4	80,062.7	82,104.7	84,198.9	86,346.5	88,548.8	90,807.4	93,123.5
	Biweekly 5,506.69	5,647.15	5,791.18	5,938.89	6,090.37	6,245.71	6,403.01	6,566.38	6,735.91	6,907.72	7,083.91	7,264.59	7,449.88
	Annual 143,174.00	146,825.80	150,570.73	154,411.19	158,349.60	162,388.47	166,530.35	170,777.87	175,133.73	179,600.69	184,181.59	188,879.32	193,696.88
107	Hourly 70,554.3	72,353.9	74,199.3	76,091.9	78,032.7	80,023.0	82,064.0	84,157.2	86,303.7	88,504.9	90,762.3	93,077.3	95,451.4
	Biweekly 5,644.35	5,788.31	5,935.95	6,087.35	6,242.61	6,401.84	6,565.12	6,732.57	6,904.29	7,080.40	7,260.99	7,446.19	7,636.11
	Annual 146,753.00	150,496.08	154,334.64	158,271.09	162,307.96	166,447.78	170,693.20	175,046.90	179,511.65	184,090.27	188,785.68	193,600.85	198,538.83
108	Hourly 72,318.3	74,162.8	76,054.4	77,994.3	79,983.6	82,023.6	84,115.7	86,261.2	88,461.4	90,717.7	93,031.5	95,404.4	97,837.8
	Biweekly 5,785.46	5,933.03	6,084.35	6,239.54	6,398.69	6,561.89	6,729.26	6,900.90	7,076.91	7,257.41	7,442.52	7,632.35	7,827.02
	Annual 150,422.00	154,268.66	158,193.19	162,228.06	166,365.85	170,609.18	174,960.73	179,423.28	183,999.65	188,692.75	193,505.55	198,441.10	203,502.54

115

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
109													
Hourly	74,126.4	76,017.1	77,956.0	79,944.3	81,983.4	84,074.5	86,218.9	88,418.0	90,673.2	92,985.9	95,357.6	97,789.8	100,284.0
Biweekly	5,930.12	6,081.37	6,236.48	6,395.55	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	168,115.59	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	75,979.3	77,917.3	79,904.8	81,942.7	84,032.7	86,176.0	88,374.0	90,628.1	92,939.7	95,310.2	97,741.2	100,234.1	102,790.7
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	77,878.8	79,865.2	81,902.3	83,991.3	86,133.5	88,330.5	90,583.4	92,893.8	95,263.2	97,693.0	100,184.7	102,740.0	105,360.5
Biweekly	6,230.31	6,389.22	6,552.18	6,719.30	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	213,699.30	219,149.92
112													
Hourly	79,826.0	81,862.0	83,950.0	86,091.2	88,287.0	90,538.9	92,848.2	95,216.4	97,645.0	100,135.5	102,689.5	105,308.7	107,994.7
Biweekly	6,386.08	6,548.96	6,716.00	6,887.30	7,062.96	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	170,272.97	174,615.95	179,069.70	183,637.05	188,320.90	193,124.21	198,050.04	203,101.50	208,281.81	213,594.25	219,042.18	224,629.07
113													
Hourly	81,821.6	83,908.6	86,048.7	88,243.5	90,494.2	92,802.4	95,169.4	97,596.8	100,086.1	102,638.9	105,256.8	107,941.5	110,694.6
Biweekly	6,545.73	6,712.69	6,883.90	7,059.48	7,239.54	7,424.19	7,613.55	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	203,001.95	208,179.10	213,488.92	218,934.17	224,518.30	230,244.87
114													
Hourly	83,867.3	86,006.4	88,200.1	90,449.7	92,756.8	95,122.6	97,548.8	100,036.9	102,588.4	105,205.0	107,888.4	110,640.2	113,462.2
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	218,826.49	224,407.87	230,131.62	236,001.36
115													
Hourly	85,963.9	88,156.5	90,405.1	92,710.9	95,075.6	97,500.6	99,987.5	102,537.7	105,153.1	107,835.1	110,585.5	113,406.1	116,298.7
Biweekly	6,877.12	7,052.52	7,232.40	7,416.87	7,606.05	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	88,113.0	90,360.4	92,665.1	95,028.6	97,452.4	99,938.1	102,487.1	105,101.1	107,781.8	110,530.9	113,350.1	116,241.2	119,206.1
Biweekly	7,049.04	7,228.83	7,413.21	7,602.29	7,796.20	7,995.04	8,198.97	8,408.09	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	229,904.23	235,768.23	241,781.74	247,948.62

CITY COUNCIL AGENDA

DATE: January 8, 2013,

TO: Mayor and City Council

FROM: June Overholt, Administrative Services Director/Deputy City Manager

SUBJECT: Adopt Resolution No. 2013-04 and 2013-05, Approving an Updated Resolution for Employer Paid Member Contributions to the California Public Employees' Retirement System

RECOMMENDATION: Adopt Resolution No. 2013-04 and 2013-05, approving Changes to the Employer Paid Member Contribution ("EPMC") of the California Public Employees' Retirement System ("CalPERS").

JUSTIFICATION: The City has negotiated with the Banning Police Management Association (BPMA) and the Banning Police Officers Association (BPOA) whereby they have agreed to pay a portion or all of the CalPERS employee rate thus reducing the Employer Paid Member Contribution (EPMC) in exchange for certain salary adjustments, which provide some cost savings to the City.

BACKGROUND: CalPERS requires employees to contribute a percentage of their income based upon their enrolled retirement formula. Employers can choose to pick up a portion or the entire amount of the required employee contribution. This is known as Employer Paid Member Contributions or EPMC. In past negotiations, the City and bargaining units agreed that the City would pay the entire employee contribution for all employees with a CalPERS retirement plan. Recent economic conditions and the resulting structural budget deficits within the City's budget have created the need to reduce expenditures. Council directed staff to meet and confer with the Associations in good faith to negotiate necessary reductions to employee benefits and/or compensation in order to reduce on going expenditure levels both now and in the future.

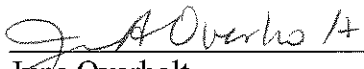
Below is a summary of the changes recommended in the attached Resolutions:

1. BPMA agreed to have the Police Management Unit employees pay 4.5% of the employee rate effective the full pay period including the adoption date by City Council on January 8, 2013 and to pick up paying the remaining 4.5% of the employee rate effective the first full pay period after July 1, 2013. Effective the first full pay period after July 1, 2013, there will no longer be any City Employer Paid Member Contribution on behalf of BPMA members. These changes are conditioned upon Council's approval of the concurrently introduced BPMA MOU.
2. In a prior agreement with BPOA, employees hired on or after January 1, 2011 paid the full portion of the employee rate. Now, the BPOA has agreed that member employees hired prior to January 1, 2011 will pay the employee rate of 9% for sworn safety members and 8% for non-sworn miscellaneous members effective the full pay period including the adoption date by City Council on January 8, 2013. Effective the first full pay period after January 8, 2013, there will no longer be any City Employer Paid Member Contribution on behalf of BPOA members. These changes including a concurrent six percent (6%) salary increase and three salary range adjustment were approved in the side letter approved by Council on December 20, 2012.

The payroll period ending January 20th, 2013 should include the impacts of these changes.

FISCAL DATA: There will be savings to the General Fund related to the CalPERS pension costs.

RECOMMENDED BY:



June Overholt
Administrative Services Director/Deputy City Manager

APPROVED BY:



Andy J. Takata
City Manager

Attachments:

1. Resolution No. 2013-04
2. Resolution No. 2013-05

RESOLUTION NO. 2013-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
APPROVING AN UPDATED RESOLUTION FOR EMPLOYER PAID MEMBER
CONTRIBUTIONS FOR BANNING POLICE OFFICERS' ASSOCIATION
REPRESENTED EMPLOYEES TO THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM**

WHEREAS, the governing body of the City of Banning has the authority to implement Government Code Section 20691, which allows a contracting agency to pay all or a portion of the normal contributions required by the California Public Employees' Retirement System ("CalPERS") to be paid by a member, otherwise known as Employer Paid Member Contributions ("EPMC"), and also allows a contracting agency to periodically increase, reduce, or eliminate the payment by the contracting agency of all or a portion of the normal contributions required to be paid by members;

WHEREAS, the governing body of the City of Banning has a written labor policy or agreement for Banning Police Officers' Association ("BPOA") represented employees in the Safety and Miscellaneous Groups which specifically provides for the City as the employer to pay the normal member contributions; and

WHEREAS, the last Resolution adopted by the City Council of the City of Banning was Resolution No. 2010-84 that required new hires effective on or after January 1, 2011 to pay the full the employee rate; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Banning of a Resolution to commence said Employer Paid Member Contributions (EPMC) and presumably requires additional Resolutions relative to any changes thereto; and

WHEREAS, the governing body of the City of Banning has identified the following conditions and/or changes for the purpose of its election to pay EPMC:

- This benefit shall apply to employees in the safety group represented by the BPOA with the classification of Police Officer, Police Corporal, Police Sergeant, Police Staff Sergeant, and Police Master Sergeant hired prior to January 1, 2011.
- This benefit shall also apply to the miscellaneous employees represented by the BPOA under the Banning Police Officer Association agreement with the classification of Police Evidence Technician and Community Service Officer hired prior to January 1, 2011.
- This benefit shall consist of the City of Banning paying 0% of the normal member contribution as EPMC for all BPOA represented employees effective for the pay period ending January 20, 2013.
- All employees in the above classifications or otherwise represented by the BPOA will be required to pay their own member contributions.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City Council of the City of Banning, California no longer elects to pay the EPMC, as set forth above.

PASSED, APPROVED AND ADOPTED this 8th day of January, 2013 at Banning, California.

Deborah Franklin, Mayor
City of Banning, California

ATTEST:

Marie A. Calderon, City Clerk
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, California, do hereby certify that the foregoing Resolution, No. 2013-04 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of January, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 2013-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING AN UPDATED RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS FOR BANNING POLICE MANAGEMENT ASSOCIATION REPRESENTED EMPLOYEES TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the governing body of the City of Banning has the authority to implement Government Code Section 20691, which allows a contracting agency to pay all or a portion of the normal contributions required by the California Public Employees' Retirement System ("CalPERS") to be paid by a member, otherwise known as Employer Paid Member Contributions ("EPMC"), and also allows a contracting agency to periodically increase, reduce, or eliminate the payment by the contracting agency of all or a portion of the normal contributions required to be paid by members;

WHEREAS, the governing body of the City of Banning has a written labor policy or agreement for all Safety Group employees represented by the Banning Police Management Association ("BPMA") which specifically provides for the City as the employer to pay the normal member contributions;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Banning of a Resolution to commence said Employer Paid Member Contributions (EPMC) and presumably requires additional Resolutions relative to any changes thereto; and

WHEREAS, the governing body of the City of Banning has identified the following conditions and/or changes for the purpose of its election to pay EPMC for BPMA represented employees:

- This benefit as defined below shall apply to all current employees in the safety group with the classification of Police Lieutenant and future employees with the classification of Police Captain represented by the BPMA.
- This benefit shall consist of the City of Banning paying 4.5% of the normal member contribution as EPMC for current BPMA represented members effective for the pay period ending January 20, 2013.
- This benefit shall consist of the City of Banning will pay 0% of the normal member contribution as EPMC for all BPMA represented members effective for the pay period ending January 20, 2013.
- All employees hired after the date of this Resolution in the above classifications or otherwise covered by a memorandum of understanding or other labor agreement between the City and the BPMA will be required to pay their own member contributions.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City Council of the City of Banning, California elects to no longer pay EPMC, as set forth above.

PASSED, APPROVED AND ADOPTED this 8th day of January, 2013 at Banning, California.

Deborah Franklin, Mayor
City of Banning, California

ATTEST:

Marie A. Calderon, City Clerk
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, California, do hereby certify that the foregoing Resolution, No. 2013-05 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of January, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

CITY COUNCIL AGENDA

DATE: January 8, 2013

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2013-06, "Authorizing the Execution of the Grant of Easements for the Southern California Edison Company Transmission Lines"

RECOMMENDATION: Approve Resolution No. 2013-06, "Authorizing the Execution of the Grant of Easements for the Southern California Edison Company Transmission Lines".

JUSTIFICATION: It is essential to execute the Grant of Easements in order to provide Southern California Edison Company ("SCEC") an easement for their final transmission line alignment located on parcels 541-150-025 and 541-150-028

BACKGROUND: The need for the relocation of the SCEC's existing pole and overhead lines was identified during the design of the Mid County Justice Center located at 311 E. Ramsey Street. Prior to the commencement of the construction of the Mid County Justice Center SCEC relocated their transmission lines to a temporary "Shoefly" position in order to provide a safe working environment. SCEC plans to relocate the transmission lines to a final location once the construction of the Mid County Justice Center building is complete.

In order to maintain their facilities, SCEC has required that the City of Banning provide an easement encompassing the final transmission line alignment. City staff has prepared the legal description and plats of the proposed easements, as shown in Exhibit "A", and recommends the execution of the Grant of Easements.

The final transmission alignment also traverses across the State owned property, therefore SCEC has requested from the State a similar Grant of Easement. The State executed a Grant of Easement on December 13, 2012 for the portion of the easement on parcel 541-150-026 and 541-150-029, as shown in Exhibit "B".

FISCAL DATA: N/A

RECOMMENDED BY:



Duane Burk
Director of Public Works

APPROVED BY:



Andy Takata
City Manager

RESOLUTION NO. 2013-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE GRANT OF EASEMENTS FOR THE SOUTHERN CALIFORNIA EDISON COMPANY TRANSMISSION LINES

WHEREAS, the need for the relocation of Southern California Edison Company's ("SCEC") transmission lines was identified during the design of the Mid County Justice Center located at 311 E. Ramsey Street; and

WHEREAS, SCEC plans to relocate the transmission lines to a final location once the construction of the Mid County Justice Center building is complete; and

WHEREAS, in order to maintain their facilities, SCEC has required that the City of Banning provide an easement encompassing the final transmission line alignment; City staff has prepared the legal description and plats of the proposed easements and recommends the execution of the Grant of Easements, as shown in Exhibit "A"; and

WHEREAS, the final transmission alignment also traverses across the State owned property, therefore SCEC has requested from the State a similar Grant of Easement; the State executed a Grant of Easement on December 13, 2012 for the portion of the easement on parcel 541-150-026 and 541-150-029, as shown in Exhibit "B"..

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

SECTION 1. City Council approves Resolution No. 2013-06, "Authorizing the Execution of the Grant of Easements for the Southern California Edison Company Utilities".

PASSED, ADOPTED AND APPROVED this 8th day of January, 2013.

Debbie Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM AND
LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-06, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of January, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"
GRANT OF EASEMENTS

APN: 541-150-025
AND
APN: 541-150-028

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
G03 - 2ND FLOOR
ROSEMEAD, CA 91770

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

Location: City of Banning
A.P.N. 541-150-025
RP FILE: REL201255888
SCE Doc No. 504272

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 69638A Service Order No. 800631305
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	Approved Real Properties Department BY LC DATE 11/1/12
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME _____	

CITY OF BANNING, a municipal corporation, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across a strip of land, varying in width, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the City of Banning, County of Riverside, State of California, described as follows:

Parcel 2 of Lot Line Adjustment No. 08-503, recorded September 29, 2008 as Instrument No. 2008-0528526, Official records of Riverside County.

The said right of way strip is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said right of way strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

127

Grant of Easement
City of Banning to
S.C.E.Co., a corp.
Serial No. 69638A
RP File No. REL201255888

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

CITY OF BANNING, a municipal
corporation

By _____

Name _____

Title _____

By _____

Name _____

Title _____

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Grant of Easement
City of Banning to
S.C.E.Co., a corp.
Serial No. 69638A
RP File No. REL201255888

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION

SOUTHERN CALIFORNIA EDISON EASEMENT

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 08-503 RECORDED SEPTEMBER 29, 2008 AS INSTRUMENT NO. 2008-0528526, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF EAST RAMSEY STREET, BEING A 40 FOOT HALF WIDTH STREET RIGHT OF WAY;

THENCE LEAVING SAID RIGHT OF WAY NORTH 00°44'15" EAST ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 315.79 FEET TO A POINT ON A LINE THAT IS 355.77 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF EAST RAMSEY STREET;

THENCE SOUTH 89°54'43" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 22.71 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 00°46'40" WEST, A DISTANCE OF 200.73 FEET;

THENCE SOUTH 09°56'52" WEST, A DISTANCE OF 116.78 FEET TO SAID NORTHERLY RIGHT OF WAY OF EAST RAMSEY STREET;

THENCE NORTH 89°54'43" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 3.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,066 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

THIS EXHIBIT IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

 9/4/12

KEVIN B. COZAD, R.C.E. NO. 26159
REGISTRATION EXPIRES: 3/31/2014

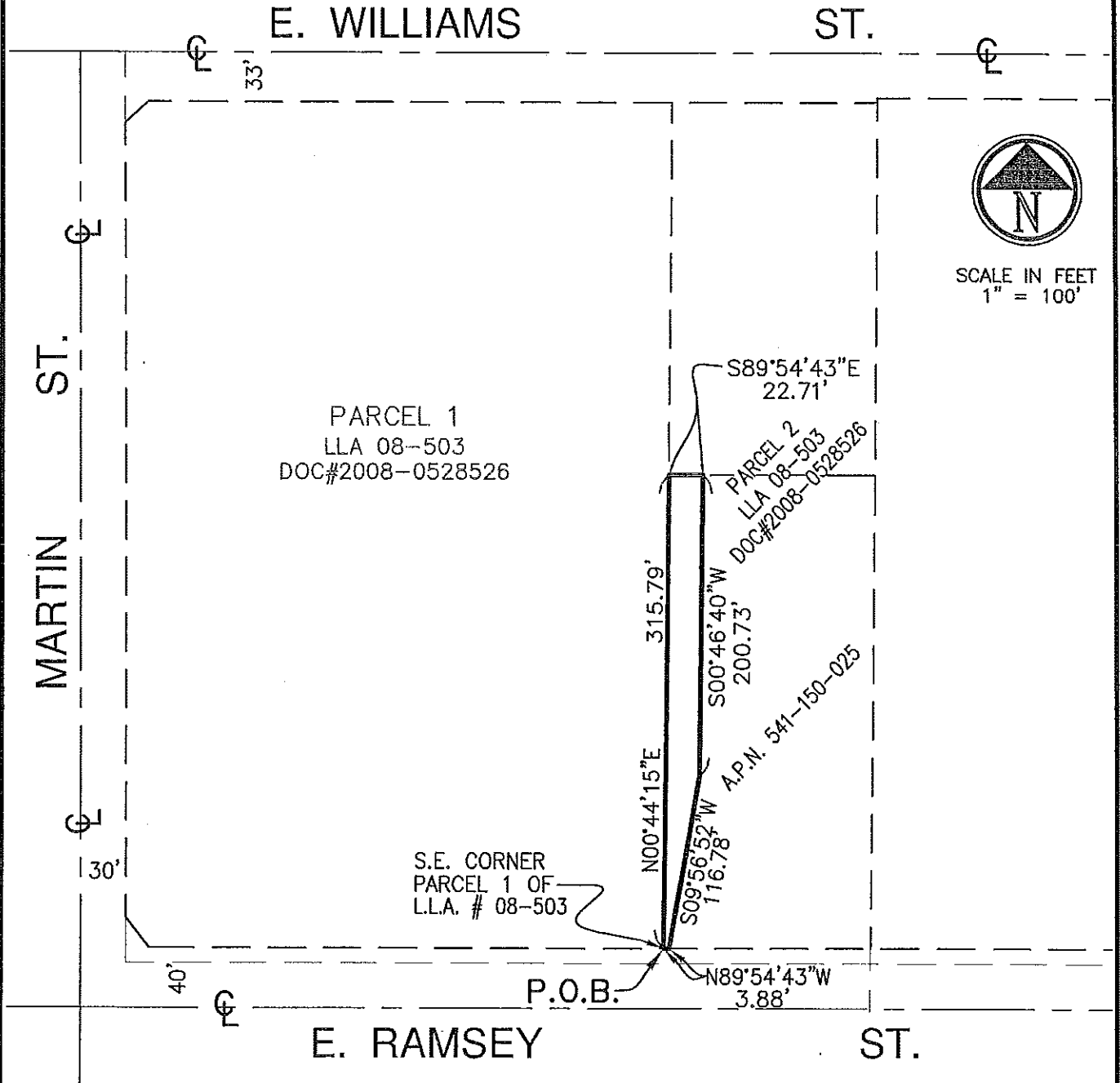


EXHIBIT "B"

SOUTHERN CALIFORNIA EDISON EASEMENT

LEGAL DESCRIPTION: A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT
NO. 08-503 RECORDED SEPTEMBER 29, 2008 AS INSTRUMENT NO.
2008-0528526, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

SEC. 10, T.3S, R.1E, S.B.M.



LEGEND

- PARCEL LINES
- SO. CALIFORNIA EDISON EASEMENT



CITY OF BANNING

PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

SHEET 1 OF 1 SHEETS

131

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
G03 - 2ND FLOOR
ROSEMEAD, CA 91770

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

Location: City of Banning
A.P.N. 541-150-028
RP FILE: REL201255888
SCE Doc No. 503804

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 69558A Service Order No. 800631305
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	Approved Real Properties Department
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY LC DATE 11/1/12

CITY OF BANNING, a municipal corporation, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across a strip of land, varying in width, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the City of Banning, County of Riverside, State of California, described as follows:

Parcel 2 of Lot Line Adjustment No. 08-503, recorded September 29, 2008 as Instrument No. 2008-0528526, Official records of Riverside County.

The said right of way strip is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part; to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said right of way strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

132

Grant of Easement
City of Banning to
S.C.E.Co., a corp.
Serial No. 69558A
RP File No. REL201255888

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

CITY OF BANNING, a municipal
corporation

By _____

Name _____

Title _____

By _____

Name _____

Title _____

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Grant of Easement
City of Banning to
S.C.E.Co., a corp.
Serial No. 69558A
RP File No. REL201255888

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION

SOUTHERN CALIFORNIA EDISON EASEMENT

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 08-503 RECORDED SEPTEMBER 29, 2008 AS INSTRUMENT NO. 2008-0528526, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF EAST WILLIAMS STREET, BEING A 33 FOOT HALF WIDTH STREET RIGHT OF WAY;

THENCE SOUTH 89°54'47" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 22.89 FEET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°46'40" WEST, A DISTANCE OF 247.85 FEET TO A POINT ON A LINE THAT IS 355.77 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF EAST RAMSEY STREET;

THENCE NORTH 89°54'43" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 22.71 FEET TO THE WEST LINE OF SAID PARCEL 2;

THENCE NORTH 00°44'15" EAST ALONG SAID WEST LINE, A DISTANCE OF 247.85 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST WILLIAMS STREET, BEING THE **POINT OF BEGINNING**.

CONTAINING 5,651 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

THIS EXHIBIT IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

 6/19/12

KEVIN B. COZAD, R.C.E. NO. 26159
REGISTRATION EXPIRES: 3/31/2014



F:\1105000\EXHIBIT_A_PARCEL 2.doc

Serial 49558A

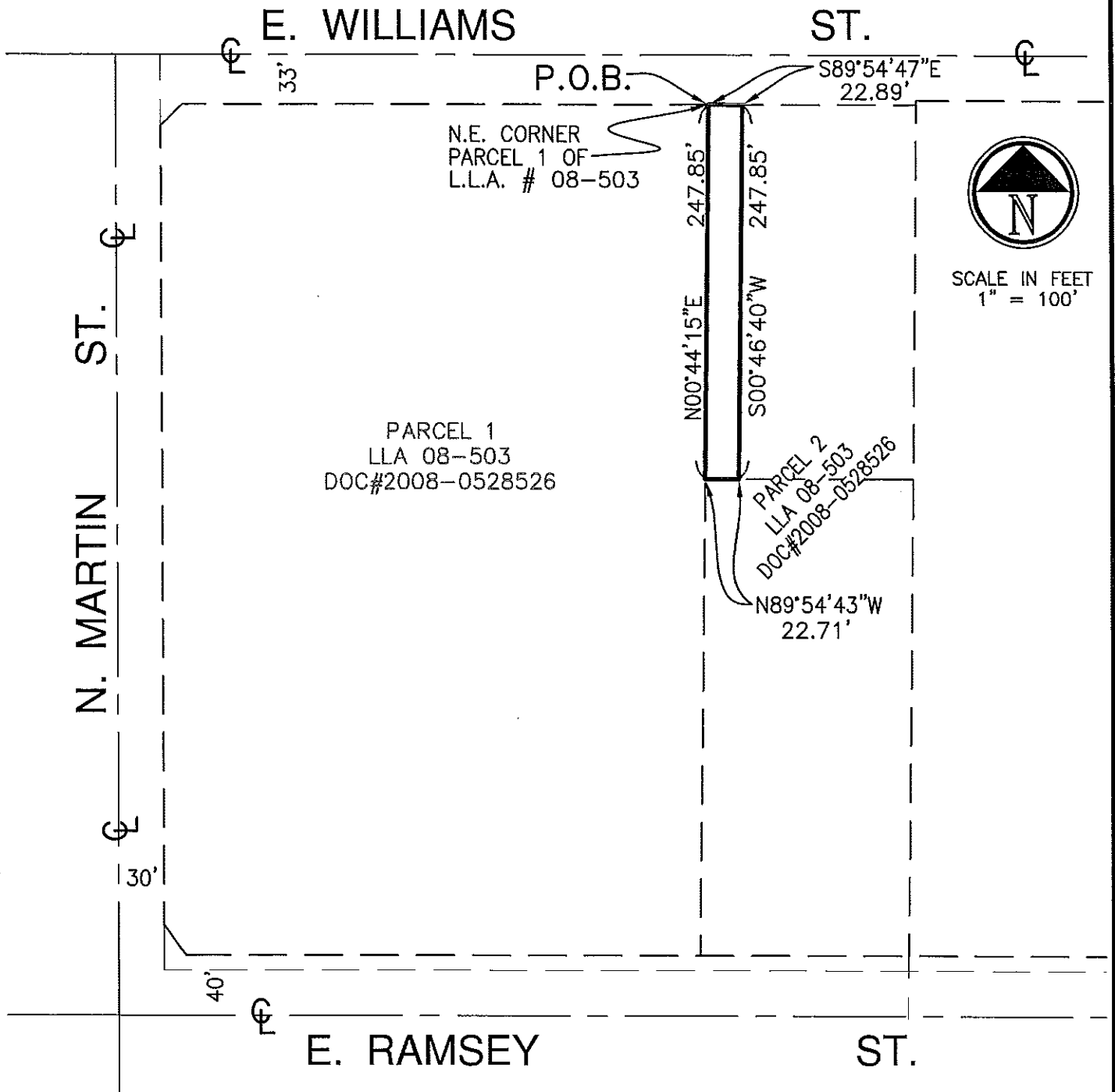
135

EXHIBIT "B"

SOUTHERN CALIFORNIA EDISON EASEMENT

LEGAL DESCRIPTION: A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 08-503 RECORDED SEPTEMBER 29, 2008 AS INSTRUMENT NO. 2008-0528526, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

SEC. 10, T.3S, R.1E, S.B.M.



LEGEND

- PARCEL LINES
- SO. CALIFORNIA EDISON EASEMENT



CITY OF BANNING

PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

Serial 69558A

SHEET 1 OF 1 SHEETS

136

EXHIBIT "B"
GRANT OF EASEMENT
APN: 541-150-026 AND 029

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
G03 - 2ND FLOOR
ROSEMEAD, CA 91770

ATTN: TITLE & REAL ESTATE SERVICES

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GRANT OF EASEMENT

Location: City of Banning.
A.P.N. 541-150-026 and
541-150-029
RP FILE: REL201255888
SCE Doc No. 504273

DOCUMENTARY TRANSFER TAX \$ <u> </u>	Serial No. 69639A Service Order No. 800631305
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	Approved
OR COMPUTED ON FULL VALUE LESS LIENS AND	Real Properties Department
ENCUMBRANCES REMAINING AT TIME OF SALE	BY LC/gs DATE 11/19/12
SO. CALIF. EDISON CO.	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	

C
034

THE STATE OF CALIFORNIA, acting by and through THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across a strip of land, varying in width, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the City of Banning, County of Riverside, State of California, described as follows:

Parcel 1 of Lot Line Adjustment No. 08-503, recorded September 29, 2008 as Instrument No. 2008-0528526, Official records of Riverside County.

The said right of way strip is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said right of way strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

138

Grant of Easement
State of California to
S.C.E.Co., a corp.
Serial No. 69639A
RP File No. REL201255888

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this 13th day of DEC., 2012

THE STATE OF CALIFORNIA, acting by and
through THE JUDICIAL COUNCIL OF
CALIFORNIA, ADMINISTRATIVE OFFICE
OF THE COURTS

By GARY SWANSON
Name [Signature]
Title PROJECT MGR

By _____
Name _____
Title _____

State of California)
County of RIVERSIDE)

On 12.13.2012 before me, DAVID KARINA, Notary Public, a Notary Public, personally appeared GARY SWANSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]



Grant of Easement
State of California to
S.C.E.Co., a corp.
Serial No. 69639A
RP File No. REL201255888

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION

SOUTHERN CALIFORNIA EDISON EASEMENT

THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 08-503 RECORDED SEPTEMBER 29, 2008 AS INSTRUMENT NO. 2008-0528526, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF EAST WILLIAMS STREET, BEING A 33 FOOT HALF WIDTH STREET RIGHT OF WAY;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°44'15" WEST ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 563.64 FEET TO THE NORTHERLY RIGHT OF WAY OF EAST RAMSEY STREET, BEING A 40 FOOT HALF WIDTH STREET RIGHT OF WAY;

THENCE NORTH 89°54'43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 26.57 FEET;

THENCE LEAVING SAID RIGHT OF WAY NORTH 09°56'52" EAST, A DISTANCE OF 119.59 FEET;

THENCE NORTH 00°46'40" EAST, A DISTANCE OF 437.24 FEET;

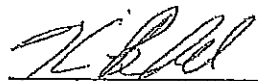
THENCE NORTH 29°13'32" WEST, A DISTANCE OF 9.83 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST WILLIAMS STREET, BEING A 33 FOOT HALF WIDTH RIGHT OF WAY;

THENCE SOUTH 89°54'47" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 12.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,266 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

THIS EXHIBIT IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

 9/4/12
KEVIN B. COZAD, R.C.E. NO. 26159
REGISTRATION EXPIRES: 3/31/2014

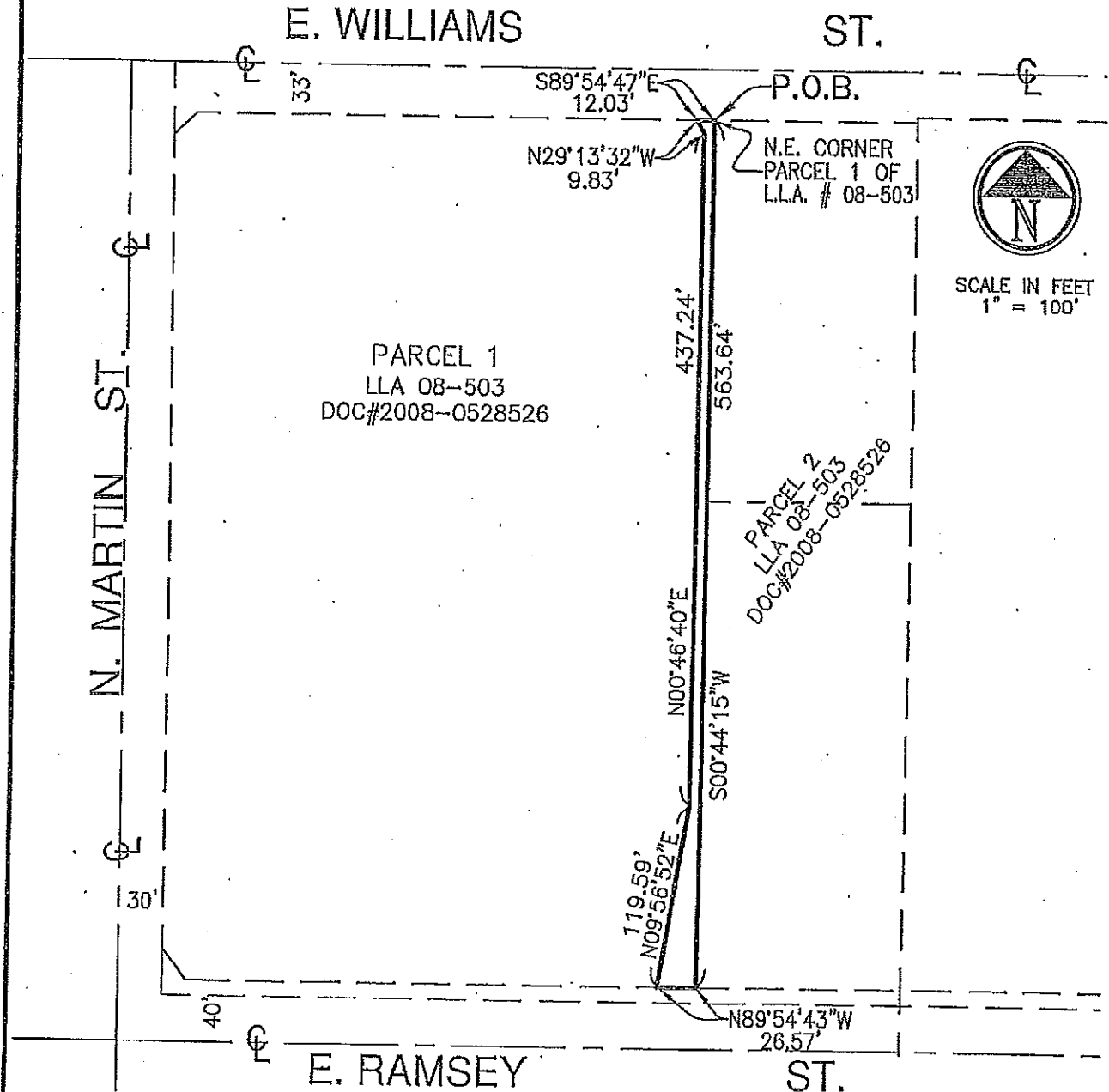


Serial 69639A

141

SOUTHERN CALIFORNIA EDISON EASEMENT

LEGAL DESCRIPTION: A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 08-503 RECORDED SEPTEMBER 29, 2008 AS INSTRUMENT NO. 2008-0528526, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. **SEC. 10, T3S, R1E, S.B.M.**



----- PARCEL LINES
SO. CALIFORNIA
EDISON EASEMENT



PREPARED BY:



**CML / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS/PLANNERS
SURVEYORS / GPS**
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

SHEET 1 OF 1 SHEETS

CITY COUNCIL AGENDA

Date: January 8, 2013

TO: City Council

FROM: Kahono Oei, City Engineer

SUBJECT: Resolution No. 2013-07, "Reprogramming Community Development Block Grant (CDBG) Program funding from Repplier Park Bowl Rehabilitation to Lions Park Improvements"

RECOMMENDATION: Adopt Resolution No. 2013-07, "Reprogramming Community Development Block Grant (CDBG) Program funding from Repplier Park Bowl Rehabilitation to Lions Park Improvements," and authorize staff to submit said application to the Riverside County Economic Development Agency for their review and approval.

JUSTIFICATION: The approval of this resolution is essential in order to utilize federal grant funds available through the Community Development Block Grant (CDBG) Fiscal Years 2008/2009 - 2012/2013 to rehabilitate Lions Park.

BACKGROUND: The City of Banning, through the Riverside County Economic Development Agency, has obtained Community Development Block Grant annually and as of December 11, 2012, has a balance of funding totaling \$394,596.98 for Repplier Park Bowl Rehabilitation from FY 2009/2010 – 2012/2013 under the CDBG program.

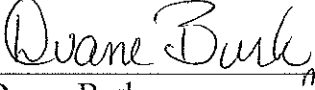
Repplier Park Bowl design was completed in 2010 and staff has submitted grants to the state under Prop. 84 Fund, however, the grant application has not been successful due to the competitive nature of the grant funding. The original engineering estimate for the Repplier Park Bowl is \$ 4,000,000.00 and the fund is not available at this point.

The City of Banning's relationship with Riverside County Economic Development Agency has allowed the city to not lose the funding each year. However, HUD has advised the county that the funds need to be utilized or they will revert back to the county. The Lions Park Improvement design was completed in 2007 and the scope of the project will include the construction of soccer fields, parking lot, and minor landscaping. Due to the shortage of funding this project was delayed. Reprogramming the funds from the Repplier Park Bowl to Lions Park will allow the city to utilize the CDBG funds that have been awarded thus far.

FISCAL DATA: The balance of funding awarded under the CDBG through Fiscal Year 2012-2013 for the Repplier Park Bowl Rehabilitation project is \$394,596.98. The Repplier Park Bowl Rehabilitation account will retain \$60,000.00 for slurry seal, striping and minor repairs of the parking lot, with the balance of \$334,596.98 being reprogrammed to the Lions Park Improvement Project. The preliminary engineering cost estimate for Lions Park Improvements is \$500,000.00. The remaining balance of the fund to cover construction costs will be obtained

from the 2013-2014 CDBG. Upon approval of the City Council, the application for reprogrammed funds will be submitted to the Riverside County Economic Development Agency and it is anticipated that final funding approval will be conveyed to the City at a later date.

RECOMMENDED BY:



Duane Burk
Director of Public Works

REVIEWED BY:



June Overholt
Administrative Services Director/
Assistant City Manager

APPROVED BY:



Andy Takata
City Manager

RESOLUTION NO. 2013-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE REPROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDING FROM REPPLIER PARK BOWL REHABILITATION TO LIONS PARK IMPROVMENTS

WHEREAS, the City of Banning has been submitting applications for projects/activities under the Community Development Block Grant (CDBG) program to the Riverside County Economic Development Agency annually and;

WHEREAS, the cumulative balance of funding awarded under the Community Development Block Grant (CDBG) program from the Riverside County Economic Development Agency for the Repplier Park Bowl Rehabilitation project through Fiscal Year 2012/2013 is \$394,596.98 and;

WHEREAS, in order to utilize Community Development Block Grant (CDBG) for the Lions Park Improvements project it is necessary to reprogram the funding in the amount of \$334,596.98 from the Repplier Park Bowl Rehabilitation project to the Lions Park Improvements Project and;

WHEREAS, funding in the amount of \$60,000.00 will be retained in the Repplier Park Bowl Rehabilitation project fund for slurry seal, striping, and minor repair to the parking lot and;

WHEREAS, the projects/activities submitted herein meet the CDBG program guidelines and/or requirements; and

WHEREAS, it is essential that the projects/activities be approved by the City Council through resolution in order for the City to utilize the federally funded CDBG grant funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. Resolution No. 2013-07 approving the Reprogramming of Community Development Block Grant (CDBG) Program funding from Repplier Park Bowl Rehabilitation to Lions Park Improvements in the amount of \$334,596.98 with \$60,000.00 being retained in the Repplier Park Bowl Rehabilitation fund for necessary parking lot repair, for a total of \$394,596.98 is hereby adopted.

SECTION 2. Staff is authorized to submit Reprogram Community Development Block Grant program funding application to Riverside Economic Development Agency for approval by their Board.

PASSED, ADOPTED AND APPROVED this 8th day of January, 2013.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

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

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-07, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of January, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY COUNCIL AGENDA

DATE: January 8, 2013
TO: City Council
FROM: June Overholt, Administrative Services Director/ Deputy City Manager
SUBJECT: City Business Permit for Premier Medical Transportation, Inc

RECOMMENDATION: The City Council review and consider approving a City Business Permit for Premier Medical Transportation, Inc. to provide non-emergency medical transport services within the City Limits of Banning.

BACKGROUND / ANALYSIS:

Per Banning Municipal Code 5.04.110 "Registration for Business tax certificate", Council approval is required for any business providing ambulance services.

Mr. Antonio Myrell is the President/CEO for Premier Medical Transportation, Inc, which is a private Basic Life Support (BLS) ambulance service that intends to provide non-emergency medical transportation for both critical and non-critical patients in the City of Banning and County of Riverside.

Premier Medical Transportation, Inc holds a valid and current Riverside County Community Health Agency, Department of Public Health permit, which authorizes them to operate within the boundaries of Riverside County. The company has a fleet of vehicles that are painted and distinguished as ambulances, which are registered with the California Department of Motor Vehicles, as required by law, and have passed inspection with the California Highway Patrol.

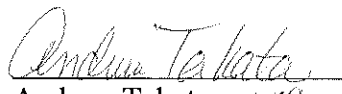
Premier Medical Transportation, Inc. will not be providing emergency response services as American Medical Response (AMR) is under contract with Riverside County to provide such services. Presently there are five ambulance companies that provide non-emergency medical transport services in the City of Banning.

FISCAL IMPACT: None

RECOMMENDED BY:


June Overholt
Administration Services Director/
Deputy City Manager

APPROVED BY:


Andrew Takata
City Manager

CITY COUNCIL/BANNING UTILITY AUTHORITY AGENDA

DATE: January 8, 2013

TO: Banning Utility Authority

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2013-01 UA, "Awarding a Professional Services Agreement for the Whitewater Flume Restoration Project with Roy McDonald, Environmental and Regulatory Consultant"

RECOMMENDATION: The Banning Utility Authority adopt Resolution No. 2013-01 UA:

- I. Awarding the Professional Services Agreement with Roy McDonald, Environmental and Regulatory Consultant of Sacramento, California in an amount of \$56,000.00 for services related to the Whitewater Flume Restoration Project for a total contract amount "Not to Exceed" \$56,000.00.
- II. Authorizing the Administrative Services Director to make necessary adjustments and appropriations in an amount of \$56,000.00 from the Water Capital Facility Fund to Account No. 661-6300-471.33-11 (Professional Services).

JUSTIFICATION: It is necessary for the City to obtain an Environmental and Regulatory Consultant to assist the City with implementing its responsibilities under its Agreement with Southern California Edison ("SCE") on the Whitewater Flume Restoration Project.

BACKGROUND: Southern California Edison ("SCE") owns and previously operated hydroelectric facilities consisting of two small power plants. The water supply for the power plants comes from the South Fork and East Fork of the Whitewater River and is discharged into the Banning Heights Mutual Water Company's ("Banning Heights") water system as well as the Banning Water Canyon. The water that is discharged into the Banning Water Canyon replenishes the underlying groundwater sub basins, which eventually are pumped into the City of Banning's Water System.

SCE operated the hydroelectric facilities under a permit from the Federal Energy Regulatory Commission ("FERC") and previously notified FERC of its intention not to renew the permit after April of 2003. SCE has not operated the facilities to generate electricity since 1998 due to failure of a 900,000 gallon forbay tank and due to the failure of a portion of the canal. On October 8, 2003, FERC issued an order affirming the validity of an annual license for the water conveyance facilities and is requiring the filing of a Surrender of License.

The City has water rights to a section of the Whitewater River along with Banning Heights and it is prudent for the City to ensure continuous replenishment of the underlying groundwater sub basins in the Banning Water Canyon. The water supply from the SCE system is very valuable to the Banning Canyon watershed area.

In June of 2010, an Agreement for Transfer of the San Geronio Hydroelectric Project No. 344 Water Conveyance Facilities, also known as the Whitewater Flume, was fully executed between SCE, the City of Banning, Banning Heights, and San Geronio Pass Water Agency. The participating entities are currently evaluating the repair and replacement of the water conveyance system. Per the 1928 Agreement, the City of Banning and SCE are responsible for maintenance and repair of the flume, 10% and 90% respectively.

As part of the project, staff determined that it was necessary to obtain a consultant to assist the City in implementing its responsibilities, including but not limited to, the following: providing information and recommendations for action to be performed by the City and its partners; supporting the City in meetings with its partners, including AD Hoc Committee meetings; assisting the City by working with SCE staff and SCE consultants to review and edit portions of the SCE application for Surrender of License that are critical to protecting continued water deliveries; assisting the City by consulting on technical, regulatory, and processing issues with the U.S. Forest Service and/or other interested agencies and/or non-governmental organizations; developing a scope of work, budget and identifying a technical support team to implement necessary updates to environmental studies that are critical to protecting continued water deliveries and avoiding substantial unnecessary future costs and delays.

In August of 2010 staff awarded an Agreement to Roy McDonald, Environmental and Regulatory Consultant in the amount of \$25,000.00 to assist with and re-evaluate the project. On October 26, 2010, and August 23, 2011 the Banning Utility Authority adopted Resolution No. 2010-09 UA and No. 2011-12 UA, approving amendments to the agreement in the amount of \$ \$160,900.00 to cover a list of tasks and services to be completed for Fiscal Year 2011 and 2012.

For Fiscal Year 2013, staff has determined that additional services are necessary in the form of Task Order #4. The scope of work for the additional services includes, but is not limited to, the following: review and prepare comments on the FERC Final Environmental Assessment ("EA") and file with FERC; review and prepare comments of Forest Service Section 4(e) terms and conditions and file with FERC; Support the City in negotiations with the US Forest Service, the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and the Department of Fish and Game, and SCE to help assure acceptance of the City's preferred project repair proposals; review and assist the City in analyzing the FERC License Surrender Order; and support the City as necessary in miscellaneous tasks associated with the Whitewater Flume Restoration to the extent such supporting services can be performed within the budget.

Staff respectfully requests for approval of the Professional Services Agreement with Roy McDonald for Environmental and Regulatory Consulting Services for a total contract amount of \$56,000.00. These services are expected to cover Fiscal Year 2013. Once completed, the project will be re-evaluated to determine if additional services are necessary. If required, staff will bring additional items to the City Council for review and approval.

STRATEGIC PLAN INTEGRATION: Approval of this recommendation will meet the City's goal of providing a more reliable delivery of the water supply to the present and future customers of the Water Utility.

FISCAL DATA: This agreement will bring the total services cost to \$216,900.00. An appropriation in the amount of \$56,000.00 from the Water Capital Facility Fund to Account No. 661-6300-471.33-11 (Professional Services) is necessary in order to fund the Professional Services Agreement with Roy McDonald, Environmental and Regulatory Consultant. The total contract is for an amount "Not to Exceed" \$56,000.00 unless otherwise approved by City Council.

RECOMMENDED BY:



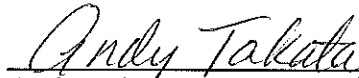
Duane Burk
Director of Public Works

REVIEWED BY:



June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Andy Takata
City Manager

RESOLUTION NO. 2013-01 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE WHITEWATER FLUME RESTORATION PROJECT WITH ROY MCDONALD, ENVIRONMENTAL AND REGULATORY CONSULTANT

WHEREAS, Southern California Edison ("SCE") owns and previously operated hydro electrical facilities consisting of two small power plants which received its water supply for the power plants from the Whitewater River and is then discharged into the Banning Heights Mutual Water Company's ("Banning Heights") water system and the Banning Water Canyon; and

WHEREAS, SCE has not operated the facilities to generate electricity since 1998 and on October 8, 2003, Federal Energy Regulatory Commission ("FERC") issued an order affirming the validity of an annual license for the water conveyance facilities and is requiring the filing of a Surrender of License application; and

WHEREAS, in June of 2010 an Agreement for Transfer of San Geronio Hydroelectric Project No. 344 Water Conveyance Facilities, also known as the Whitewater Flume, was fully executed between SCE, City of Banning, Banning Heights, and San Geronio Pass Water Agency; and

WHEREAS, staff has determined that it is necessary to obtain an Environmental and Regulatory Consultant to assist the City in implementing its responsibilities under its Agreement with SCE on the Whitewater Flume Restoration Project, including providing information and recommendations for actions to be performed by the City and its partners, Banning Heights Mutual Water Company, and San Geronio Pass Water Agency; and

WHEREAS, in August of 2010 staff awarded an Agreement to Roy McDonald, Environmental and Regulatory Consultant in the amount of \$25,000.00 to assist with and evaluate the project; and

WHEREAS, on October 26, 2010, and August 23, 2011 the Banning Utility Authority adopted Resolution No. 2010-09 UA and No. 2011-12 UA, approving amendments to the agreement in the amount of \$160,900.00 to cover a list of tasks and services to be completed for Fiscal Year 2011 and 2012; and

WHEREAS, staff has determined that additional services are necessary for Fiscal Year 2013 furthermore this scope of work includes, but is not limited to, the following: review and prepare comments on the FERC Final Environmental Assessment and file with FERC; review and prepare comments of Forest Service Section 4(e) terms and conditions and file with FERC; Support the City in negotiations with the US Forest Service, the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and the Department of Fish and Game, and SCE to help assure acceptance of the City's preferred project repair proposals; review and assist the City in analyzing the FERC License Surrender Order; and support the City as necessary in miscellaneous tasks associated with the Whitewater Flume Restoration to the extent such supporting services can be performed within the budget; and

WHEREAS, staff respectfully requests the award of the Professional Services Agreement with Roy McDonald for Environmental and Regulatory Consulting Services in the amount of "Not to Exceed" \$56,000.00; and

WHEREAS, these services are expected to cover the Fiscal Year 2013 period and once completed the project will be re-evaluated to determine if additional services are necessary.

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

SECTION 1. The Professional Services Agreement with Roy McDonald for Environmental and Regulatory Consulting Services for the Whitewater Flume Restoration project is approved in the amount of \$56,000.00 for a total contract amount "Not to Exceed" \$56,000.00.

SECTION 2. The Administrative Services Director is authorized to appropriate funds from the Water Capital Facility Fund to Account No. 661-6300-471.33-11 (Professional Services), in the amount of \$56,000.00 and is authorized to make necessary budget adjustments related to these funds.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Roy McDonald for the Whitewater Flume Restoration Project. This authorization will be rescinded if the parties do not execute the contract agreement within Ninety (90) days of this resolution.

PASSED, ADOPTED AND APPROVED this 8th day of January, 2013.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

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

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary to the Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-01 UA was adopted by the Banning Utility Authority of the City of Banning at its Joint Meeting thereof held on the 8th day of January, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Banning Utility Authority

CITY COUNCIL / BANNING UTILITY AUTHORITY JOINT MEETING

DATE: January 8, 2013

TO: Banning Utility Authority

FROM: Duane Burk, Director of Public Works

SUBJECT: Banning Utility Authority Resolution No. 2013-02 UA, "Approving the First Amendment to the Professional Services Agreement with Nursery Products, LLC"

RECOMMENDATION: The Banning Utility Authority adopt Resolution 2013-02 UA:

- I. Approving the First Amendment to the Professional Services Agreement with Nursery Products, LLC to include additional services in an amount of \$1,300.19 for a total contract amount "Not to Exceed" \$26,300.19.
- II. Authorizing the City Manager to execute the first amendment to the Professional Services Agreement with Nursery Products, LLC.

JUSTIFICATION: Additional funds are necessary in order to complete the removal/hauling of bio-solids (sludge) at the wastewater treatment plant.

BACKGROUND: In order to prevent quarterly testing of the treated dry bio-solids (sludge) and to comply with Environmental Protection Agency ("EPA") regulations the removal of the bio-solids is necessary once the wastewater treatment plant exceeds 400 tons of bio-solids.

The City budgets an amount equal to \$25,000.00 every fiscal year for the hauling and the disposal of the bio-solids. The accumulation of the treated dry bio-solids has been greater than originally anticipated. The additional bio-solids added 42 tons of material to be removed and hauled off site and added an additional amount of \$1,300.19 to be paid to Nursery Products, LLC.

FISCAL DATA: The approval of the amendment in the amount of \$1,300.19 brings the total contract amount to \$26,300.19. Funds are currently available in FY 2012-13 Waste Water Division Operation Budget, Account No. 680-8000-454.23-36.

SIGNATURES ON NEXT PAGE

RECOMMENDED BY:

Duane Burk *mac*

Duane Burk
Director of Public Works

REVIEWED BY:

J. A. Overholt

June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:

Andy Takata *mac*

Andy Takata
City Manager

BANNING UTILITY AUTHORITY RESOLUTION NO. 2013-02 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NURSERY PRODUCTS, LLC

WHEREAS, in order to prevent quarterly testing of the treated dry bio-solids (sludge) and to comply with Environmental Protection Agency ("EPA") regulations the removal of the bio-solids is necessary once the Wastewater Treatment Plant exceeds 400 tons of bio-solids; and

WHEREAS, the City budgets an amount equal to \$25,000.00 every fiscal year for the hauling and the disposal of the bio-solids; and

WHEREAS, the accumulation of the treated dry bio-solids has been greater than originally anticipated, which added 42 tons of material to be removed and hauled off site and added an additional amount of \$1,300.19 to be paid to Nursery Products, LLC.

WHEREAS, an amendment is necessary in order to complete the removal of the bio-solids from the wastewater treatment plant.

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

SECTION 1. Banning Utility Authority adopts Resolution No. 2013-02 UA, "Approving the First Amendment to the Professional Services Agreement with Nursery Products, LLC.

SECTION 2. The City Manager is authorized to execute the first amendment to the Professional Services Agreement with Nursery Products, LLC. This authorization will be rescinded if the contract agreement is not executed by the parties within sixty (60) days of the date of this resolution.

PASSED, ADOPTED AND APPROVED this 8th day January, 2013.

Debbie Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

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

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-02 UA was adopted by the Banning Utility Authority of the City of Banning at a Regular Meeting thereof held on the 8th day of January, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California