AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

May 26, 2015
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

- Invocation – Merle Malland, Banning Police Chaplain
- Pledge of Allegiance
- Roll Call – Councilmembers Miller, Moyer, Peterson, Welch, Mayor Franklin

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS/PRESENTATIONS/CORRESPONDENCE

PUBLIC COMMENTS – *On Items Not on the Agenda*

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff or future study, research, completion and/or future Council Action.) (See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

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

PRESENTATIONS

1. Recognition - Happy Healthy Hoffer Mile Club *(ORAL)*
   - Talitha Brown and La'Chelle Taylor

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 8
Items to be pulled ____, ____, ____, ____ for discussion.
(Resolutions require a recorded majority vote of the total membership of the City Council)

1. Approval of Minutes – Special Meeting – 04/28/15. . . . . **1**
2. Approval of Minutes – Special Meeting – 05/12/15. . . . . **33**
3. Approval of Minutes – Special Meeting – 05/12/15 *(Closed Session)* **43**
4. Approval of Minutes – Regular Meeting – 05/12/15 . . . . . **45**
5. Report of Investments for April 2015. . . . . **63**
6. Adopt Resolution Nos. 2015-36 and 2015-37, the Memorandum of Understanding between the City of Banning and the International Brotherhood of Electrical Works Local 47 – General Employees Unit and Utility Employees Unit, respectively **70**
   Resolution No. 2015-36. . . . . **72**
   Resolution No. 2015-37. . . . . **130**
7. Adopt Resolution No. 2015-38, the Memorandum of Understanding between the City of Banning and the San Bernardino Public Utility Employees Association, Teamsters Local 1932 . . . . . **187**
8. Resolution No. 2015-50, Approving an amendment to Resolution No. 2015-18, for the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC to Provide Federal Legislative Advocacy (Lobbying) and Governmental Affairs Services.. . . . . **240**

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

V. PUBLIC HEARINGS

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

1. Resolution No. 2015-42, Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2015/2016.

Staff Report **252**

Recommendations:

I. That the City Council adopt Resolution No. 2015-42, Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal year 2015/2016, pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code; and

II. Authorizing and directing the City Clerk to file the diagram and assessment with the Riverside County Assessor/County Clerk-Recorder's Office.

2. Consideration of Ordinance No. 1488, Approving the Categorical Exemption and Zone Text Amendment No. 15-97502 to Amend Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) and Zone Text Corrections within Section 17.08.050 (Accessory Structures) and Section 17.64.060 (Council Action on Amendments) of Title 17 (Zoning Ordinance) of the City of Banning Municipal Code.

Staff Report **262**

Recommendation: That the City Council:

(I) Introduce Ordinance No. 1488 to Approve the Categorical Exemption and Zone Text Amendment No. 15-97502.

Mayor asks the City Clerk to read the title of Ordinance No. 1488

"An Ordinance of the City Council of the City of Banning, California, Approving a Categorical Exemption and Zone Text Amendment No. 15-97502 to Amend Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) and Zone Text Corrections within Section 17.08.050 (Accessory Structures) and Section 17.64.060 (Council Action on Amendments) of Title 17 (Zoning Ordinance) of the City of Banning Municipal Code."

Motion: I move to waive further reading of Ordinance No. 1488.
(Requires a majority vote of Council)

Motion: I move that Ordinance No. 1488 pass its first reading.

3. Request for Waiver of Fees in Accordance of Section 17.72.050 of the Banning Ordinance Submitted by LDG Holdings of La Jolla, California 649 W. Lincoln Street (APN's 540-220-008; 540-220-009; and 540-220-017)

Staff Report **285**

Recommendation: **That the City Council provide direction to staff regarding the requested waiver of fees, following (2) options:**

a) Should the City Council desired to further consider the waiver of fees request, staff recommends that the City Council continue this item to a future regularly scheduled City Council Meeting. Under this option, staff is requesting guidance from the City Council regarding supporting language for the necessary findings related to the waiver of fee request so

that any such approving resolution may be appropriately prepared. It should be noted that Section 15.72.050 of the Banning Ordinance of the Banning Municipal Code requires the City Council to make certain findings before waiving the requirement for payment of any of the listed fees (see Attachment 1-Chapter 15.72). Should the City Council desire to consider waiving the listed fees, or other fees, it is necessary that the applicant identify a proposed land use for the project along with providing data to support a benefit to the City so that the necessary findings may be prepared. Additionally, the applicant should submit the preliminary concept plans illustrating how the proposed project is to be developed in order to demonstrate compliance with the development standards (i.e., vehicular circulation, off-street parking, emergency fire access, landscaping, etc.). Staff finds this to be necessary do to the fact that the applicant is proposing to complete only two (2) of the three (3) subject properties that contain the entire project; or

b) Should the City Council desire to deny the waiver of fees request, the City Council may then find and determine that the request for the waiver of fees does not contain sufficient facts as presented to approve the waiver of fees, and therefore deny the waiver of fees request.

4. Proposed Ordinance No. 1489, Drought Water Conservation
Staff Report **308**
Recommendation: That the City Council adopt Ordinance No. 1489, Drought Water Conservation.

Mayor asks the City Clerk to read the title of Ordinance No. 1489

"An Ordinance of the City Council of the City of Banning, California, Related to Water Conservation During California's State of Emergency Due to Drought Conditions."

Motion: I move to waive further reading of Ordinance No. 1489.
(Requires a majority vote of Council)
Motion: I move that Ordinance No. 1489 pass its first reading.

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

VI. REPORTS OF OFFICERS

1. Resolution No. 2015-07 UA, Awarding the Construction Contract for Project No. 2015-01 WW, Mechanical Repairs to Primary Clarifier and Rejecting All Other Bids. **314**

Recommendations: **That the City Council adopt Resolution No. 2015-17 UA: (1) Approving the Construction Contract for Project No. 2015-01 WW, Mechanical Repairs to Primary Clarifier to Tharsos, Inc. of La Mesa, CA, in the amount not to exceed $98,100.00 including taxes and allowing a 10% contingency of $9,800.00, and rejecting all other bids; (2) Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the project and to approve change orders within the 10% contingency; and (3) authorizing the City Manager to execute the Construction Contract related to Project No. 2015-01 WW, Mechanical Repairs to Primary Clarifier.**

RECESS joint meeting and reconvene the regular City Council Meeting.

VII. REPORTS OF OFFICERS

1. Fire Report - Tim Chavez, Battalion Chief *(ORAL REPORT)*

2. Resolution No. 2015-44, Approving the Agreement for Legal Services between the City of Banning and Thompson Coburn, LLP

Staff Report. **322**

Recommendation: That the City Council adopt Resolution No. 2015-44.

3. Selection of the Underwriting Team

Staff Report. **346**

Recommendations: **(1) Approve Stifel, Nicholas & Company (Stifel), Raymond James, and Williams Capital Group as approved underwriters for the City of Banning; and (2) Approve the selection of Stifel and Williams Capital Group as senior and co-senior, respectively for the refunding of the 2005 Water and Wastewater Revenue Bonds and the 2007 Electric Utility Bonds.**

4. Resolution No. 2015-46, Termination of the Second Amendment to the Contract Services Agreement between the City of Banning and the Romo Planning Group, Inc.; and an Update on the Contract Services Provided by the Romo Planning Group, Inc.

Staff Report. **349**

Recommendations: **(1) That the City Council adopt Resolution No. 2015-46, approving the termination of the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc. for the Senior Management Analyst services; and (2) Authorize the Interim City Manager to execute the Termination of the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc. in the form that is approved by the City Attorney.**

5. Request for a Will-Service Letter to High Valley Water District for the Cameron Ranch Development Project.

Staff Report. 412
Recommendations: **That the City Council provide direction to staff regarding the processing of a Will-Service letter to High Valley Water District for the Cameron Ranch Development project.**

6. Resolution No. 2015-45, Approving a Professional Services Agreement with Cozad and Fox, Inc. for the Design of Improvements at the intersection of Ramsey Street and Hargrave Street and Rejecting All Other Bids.

Staff Report. 417
Recommendations: **That the City Council adopt Resolution No. 2015-45: 1) Approving a Professional Services Agreement with Cozad and Fox, Inc. of Hemet, CA in the amount of $79,920.00; and (2) Authorize the Administrative Services Director to make the necessary budget adjustments and appropriations and transfers related to the project; and (3) Authorize the City Manager to execute the Professional Services Agreement with Cozad and Fox, Inc.**

7. Resolution No. 2015-40, approving a Professional Services Agreement with ECORP Consulting, Inc. for the Preparation of the San Gorgonio Project Simulation Model.

Staff Report. 452
Recommendations: **That the City Council adopt Resolution No. 2015-40: 1) Approving a Professional Services Agreement with ECORP Consulting, Inc. ("ECORP") for the preparation of the San Gorgonio Project Simulation Model for an amount "not to exceed" $35,850.00; and (2) Authorize the City Manager to execute the Professional Services Agreement with ECORP of Redlands, CA.**

8. Resolution No. 2015-49, approving a Professional Services Agreement with the U.S. Geological Survey for the Implementation of a Stream Flow Monitoring Program.

Staff Report. 462
Recommendations: **That the City Council adopt Resolution No. 2015-49: 1) Approving a Professional Services Agreement with U.S. Geological Survey ("USGS") for the Implementation of a Stream Flow Monitoring Program "not to exceed" $150,900.00; and (2) Authorize the City Manager to execute the Professional Services Agreement with USGS of San Diego, CA.**

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

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

IX. ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items – City Council

1. Discussion regarding City's ordinance dealing with sex offenders and child offenders. *(6/2015)*
2. Discussion regarding Animal Control Services *(7/2015)*
3. Discussion regarding change in time for Council Meetings *(4/28/15 – Part 2 – Goals)*
4. Fee Study
5. Discussion on how to handle/address upcoming Assembly Bills
6. Revisit the Romo Contract that was recently approved. *(5/26/15)*
7. Discussion of whether or not to reduce City Manager authority to give a contract of $25,000.
8. Look at Consent Calendar policy.
9. Provision to allow Election Debates

(Note: Dates attached to pending items are the dates anticipated when it will be on an agenda. The item(s) will be removed when completed.)

X. 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, 7 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 five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and Council on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.

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

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

04/28/15
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on April 28, 2015 at 1:02 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Moyer
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: James E. Smith, Interim City Manager
David J. Aleshire, City Attorney
Dean Martin, Interim Administrative Services Dir./Deputy City Mgr.
Wesley A. Miliband, Attorney – Aleshire & Wynder, LLP
Brian Guillot, Acting Community Development Dir.
Rita Chapparosa, Deputy Human Resources Director
Arturo Vela, Acting Public Works Director
Alex Diaz, Chief of Police
Oliver Mujica, Contract Planner
Michelle Green, Deputy Finance Director
Perry Gerdes, Public Utilities Superintendent
Stacey Bavol, Utility Financial Analyst
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – *On Items Not on the Agenda*

Mayor Franklin asked if there were any public comments; there were none.

WORKSHOP REPORTS

1. Flume
(Presentation by Wesley A. Miliband, Attorney-Aleshire & Wynder)

Mr. Miliband addressed the Council stating that this presentation will more or less provide a three-part update analysis, etc. He will provided a background about the water right itself, the flume status, FERC proceedings, specifically including what is called the "DRD" process and some discussion about the scope of studies, the labor of those studies related to the flume and the "study plan" that are all a part of this FERC process.

Mr. Miliband started his power-point presentation (see attached Exhibit "A") giving a brief overview of what the flume is, where it is located, the water right itself, and the sets of agreements. He provided a little bit more detail in regards to the "Whitewater River Adjudication" itself explaining a couple of the different processes. In regards to the water right itself there are now a set of FERC (Federal Energy Regulatory Commission) proceedings and he proceeded to give a Status of the Flume and the Status of the SCE FERC License. He said that a decision from FERC is imminent according to the DRD Mediator and "DRD" stands for "Dispute Resolution Division" and it is a division of FERC. Essentially this is a service that FERC provides where there are disputed projects or applications pending before FERC and is essentially a no-cost service that the participants such as the City do not have to pay FERC or DRD for that service. The idea is to try to do what is done through other types of settlement mechanisms whether it is mediation or an information gathering and this is a much more structured informal gathering in that there is close coordination between the DRD Team which consists of a lead mediator and two of its lawyers from its legal staff. They are completely sequestered from the rest of FERC so that there can be an open discussion by the City and other participants in order to really try to facilitate a mutually acceptable and favorable resolution. He went over the Status of Banning's FERC License and the status of the City's license application while not active or live with FERC it is something that could potentially be pursued at a later time. He continued to go over the DRD process and stated that the key item that everyone in this process is focused on is how much water is it that the Forest Service believes it needs to fulfill its own purposes. He added that he cannot get into the specifics of the process because of the confidentiality that they are required to maintain through the process but it is very clear that the goal is to try to work towards a resolution. You hear about minimal flow releases and the different things to be able to maintain essentially the forest habitat so the Forest Service has basically took a position and have publically done so in the past that they require part of the flume water in order to advance those interests in maintaining the forest. This DRD process was designed to really have a scientific approach that would allow for an objective set of criteria to be used to develop a "study plan" that would really be the driving force to answer that ultimate question of how much water it is that flows or is required whether it be required for City needs, Banning Height's needs or Forest needs and so the third point on this slide talks about a "study plan". This is a live process where it is being developed and the Forest Service has prepared a draft "study plan" of its ideas of what it thinks needs to be done and this was based on what was called "the all-hands" February 19th meeting which was the first sit down after many months of trying to initiate the DRD process and get all of the necessary folks in the room together. It was the first time that he knows where there has been that high a level of commitment to a process by all the necessary policy makers and by the technical folks that would help develop a plan that can answer some of these critical questions as to the water flow and water needs ranging from close to the top of the mountain where the flume diversions are made to here in the city. He said the last two key points are that Edison is willing to pay for hydrologic and biological studies and they let the DRD folks know that they are willing to step up to the plate and evaluate the "study plan" and undertake the cost of doing the "study plan".

City Attorney Aleshire asked Mr. Miliband to comment on the Study Plan what are the elements of the study plan and in terms of Edison commitment to cost does that represent 100% of the cost or 50%.

Mr. Miliband said essentially the components of the "study plan" are hydrologic in nature where they are talking about analyzing from a water engineering and hydrologist perspective or set of perspectives how much water is flowing, what the flow patterns are or the leaks, how much water is left behind; that is one broad category that is part of the "study plan". The biological study has a set of studies or sub-studies that would look at some of the endangered species issues whether they have what is called "the target species map" which is having to identify the geographic area that is mutually agreeable but essentially lays out what specific geographic area we are looking at for purposes of this study, what is the habitat and what lives within that habitat, and there are also time elements involved and has complex moving parts within each of these broad categories. Also Edison has represented that they are going to pay for it and they are not looking to the City but we don't have anything formally in writing and perhaps it is something to discuss or explore. He anticipates that this is something that we would keep a watchful eye on and certainly following Council's direction but the fact that Edison is doing that is more movement than he has observed with trying to actively undertake it even though there has been a lot of good efforts between what he is hearing from some of the engineering folks of Edison and Steve Stockton particularly working on some of the maintenance and joint review design team issues that looked to the long-term repair and maintenance of the flume. There have been good coordinated efforts there so he doesn't want to say that Edison hasn't been acting but they have been working with Mr. Stockton in that regard. But what we are seeing now for this "study plan" in particular is a specific representation being made to really try to advance things in a forward direction.

City Attorney Aleshire asked if the "study plan" is looking at Whitewater Canyon or the course of the flume in Burnt Canyon and that area or both.

Mr. Miliband said that it is essentially looking at both and when they met on February 19th there was discussion about the geographic area and what needs to be focused on. There are still questions in his mind as to what is the full scope of that geographic area, how far upstream from the diversion points versus downstream but it is essentially looking at where the diversion are from the East and South Forks.

Mr. Miliband said the last point he had on his presentation in regards to the PE's (City, Banning Heights, Pass Agency) there is a ball somewhat in our hands of how we are going to respond to that "study plan" and that is a live issue right now.

City Attorney Aleshire asked what the "study plan" has proposed; did you talk with Edison about how long it will take to carry that out and how does that relate back to our DRD process.

Mr. Miliband said he doesn't have any indication from Edison as to how long that will take and he cannot speak for them but he thinks that it is the type of process where their consultant firm basically needs to get their heads around this proposed plan to the extent they have not already to then be able to evaluate that and provided their feedback. As to how that relates back to the DRD process what they hear repeatedly from the DRD Mediator is that he is encouraged, he is optimistic, he is seeing forward progress and he is pleased with what the City has been doing, pleased with what he has seen from the Forest Service coming to the table and even publically with a letter to the FERC Commission making a statement that they are committed to this

process and now with Edison doing what they are doing. The timing is uncertain and it is uncertain whether the FERC Commission would defer a ruling.

Mayor Franklin thanked Wes Miliband for his presentation. She said she wanted to clarify a couple of things that he talked about to make sure her understanding is correct. She said in regards to the DRD process even though they are going to possibly rule through FERC her understanding is that we still need to go through the DRD process because we still need to reach a negotiated settlement with the Forest Service regardless of which way it goes.

Mr. Miliband said that is his understanding as well. He has even been told by the DRD Mediator that the DRD process could still continue even if that decision is made. So if there is a decision that the City were going to consider unfavorable for its interests and needs, then that process should still be available but there is always a wild card with whether the other participants would remain because this is a voluntary process.

Mayor Franklin said for clarification the DRD Mediator wants us to be able to say (in a conference call tomorrow) whether or not we agree with the "study plan" or not; is that correct.

Mr. Miliband said he believes that is his expectation. In fact, when they had their call just about 11 days ago they had what was almost a replication of Feb. 19th meeting where those technical folks from the Forest Service were on the phone but we were not in a position by not having consultants on the phone to be really able to comment on the technical aspects. So the idea was do what you need to do to essentially get that in motion. Be in a position as City or group as PE's to be able to review, comment and take that position on the "study plan". So tomorrow's call was set up with the intended idea of seeing if that position has been developed and if not, why not and what is being done to be able to get to that point of stating a position.

There was much dialogue between the Council and staff in regards to reviewing the "study plan" before commenting on it, what is the objective of the Forest Service, how much water is flowing through the flume today and how much does that contribute to our water supply; is it economically worth it to us to pursue, with or without the flume does water still come to us, should the City get their own new set of consultants to comment on the "study plan" and what the cost might be, the urgency to get these studies done, what if the decision is adverse, and future cost of studies.

Mayor Franklin said what the Council needs to do is give direction to staff, at this point, as to what we want to do. She suggested that with the sub-committee they are able to look at some consultants and be able to come back with staff in regards to who they would recommend to use, what the possible cost might be and come back to the Council with that information as soon as possible, as well as, to ask the question again as to what the Forest Service wants out of this. **There was consensus of the Council in regards to this direction.**

Meeting recessed at 2:22 p.m. and reconvened at 2:32 p.m.

2. Chromium 6
(Presented by Arturo Vela, Acting Public Works Director and
Dean Martin, Acting Administrative Services Director./Deputy City Mgr.)

Acting Director said that he appreciates the opportunity to be before Council to discuss the recent changes in the Chromium 6 Regulation and how they impact the City of Banning. He said that he will be discussing what Chromium is, a history of the regulations, the impacts of the regulation, the occurrence in our water supply, what our treatment options are and what our non-treatments are and our next steps as we move forward. At this time he started his power-point presentation (see attached Exhibit "B").

There was dialogue between the Council and staff in regards to our drinking water being safe, have we had that level of Chromium for many, many years, where did it come from, what if we chose the non-treatment option, reduction in potable water use, in regards to profiling/isolation is there any place where it has been successful, blank casing technique, any assurance that new wells would be compliant, does it matter how old the water is or how deep, the use of home filtration systems, possibility of having a filtering facility, and sampling of water and analysis.

Mayor Franklin stated that the City Council will now move to the Large Conference Room to hold the Goal Setting Workshop (meeting convened at 3:15 p.m.).

3. Goal Setting Workshop – Part II
(Presented by Dr. James Smith)

Dr. Smith said that today we are going to dedicate time on developing goals and the goals need to be smart goals. SMART meaning specific, measurable, attainable, action-oriented, and time phased. They also have to be in alignment with the strategic intent and the vision. So the vision, the mission, the goals, and then objectives are the ways that we measure our progress towards goals. We are going to talk about the goals that you have in mind and you can look back at the things that came from the SWOT Analysis. When we talk about communication you will see how communication was identified and what people said in our various community meetings. He said that right now he is setting the stage for working on goals in general and then we will talk about which goals the Council wants to work on but he wants the Council to be able to interpret the data that we have.

Dr. Smith said you can look at the items under Threats, Weaknesses, Strengths and Opportunities to see the comments that citizens made that were collapsed into those themes. Just as an example if you were going to choose "communication" as a goal then you would need to be able to measure. One way to measure it is to say that survey results indicate that citizens find the web page more easy to use; user friendly. That would be a subjective measure and that is where you have people self-report. You could say that you are going to update the web page within a year and either you did it or you didn't and that would be an objective measure. You can say that you are going to have at least two town hall meetings a year where citizens are able to speak to the Council about what they like and dislike and have communication from them. You can say that the survey results will indicate that 5% more than some starting point of citizens feels as if they are satisfied with the amount of communication so that would be more of a self-report. So the idea is that we are going to have specific goals that are measureable either through some subjective self-report or through some objective either percentage increase in the amount of something or whether something occurred or it

didn't, attainable within whatever timeframe you set such as a three or five-year horizon, and action-oriented or time phased.

Dr. Smith asked the Council to say what is it that you have as a goal or a goal area or a theme that you would like to start with and he passed out a template for the Council to use as a record. When you identify a goal like "more effective communication" then we need to identify objectives that can be measured. We want every goal and objective to be aligned with the strategic intent or the vision and if they don't, at some point we need to either modify the vision or need to modify the goals.

Dr. Smith said that Interim City Manager wants from the Council, as a starting point, what goal do you think has the highest priority and what group of goals need to be at the top of the list.

At this time the Council came up with some goals and discussed each of them and came up with objectives (see attached Exhibit "C").

Mayor Franklin asked when the Council would be getting together again to discuss the next phase of this goal setting.

Interim City Manager asked the Council to fill out their goals, if they had additional ones, and get them back to him and he will get together with Dr. Smith and have it all flushed out and back to the Council by the next meeting.

ADJOURNMENT

By common consent the meeting adjourned at 4:07 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 of Banning Flume

Presented By:

Wesley A. Miliband

Aleshire & Wynder, LLP

Attorneys at Law

ORANGE COUNTY | LOS ANGELES | INLAND EMPIRE | CENTRAL VALLEY

Introduction

- The City of Banning (the "City") has significant water rights arising from a "flume," which is a 14 mile engineered, concrete-lined artificial watercourse, which starts high in the San Bernardino Mountains at approximately 7,600 feet and winds its way down the mountain to the City and Banning Heights Mutual Water Company ("Banning Heights")
- The Flume is owned by Southern California Edison Company ("SCE") and was designed to capture and carry water
- The water that flows in the flume was part of a "statutory adjudication" in the 1920's, in which the City's predecessor acquired a significant water right referred to as a "pre-1914" water right, which serves as a critical source of water to the City and its residents

2

History of the Flume

- In the early 1900's, a predecessor to SCE, initiated construction of a hydroelectric project, including water conveyance facilities, which eventually consisted of two diversion dams on the East and South forks of the Whitewater River, concrete lined canals, two steel forebay tanks (one of which has been removed), two penstocks, two powerhouses, and associated transmission lines

- Between 1913 and 1933 three significant agreements were reached :
  - A 1/13/1913 agreement between SCE's predecessor and Banning Water Company (which the City acquired in 1965) which would provide the City with water from the Project after SCE's predecessor used it for generating power. Banning Water planned to use the water for domestic and irrigation purposes (the "1913 Banning Agreement")

3

History of the Flume - continued

- A 12/30/1913 conveyance agreement where SCE's predecessor granted Banning Heights water conveyance facilities and SCE's water rights, subject to use of the water by SCE for its Project and to the terms of the 1913 Banning Agreement (the "Banning Heights Conveyance")

- A 7/1/1933 agreement between, a different SCE predecessor and Banning Heights which allocated the costs of maintaining the Project water conveyance facilities from the Whitewater River to the second power plant (the "1933 Maintenance Agreement")

4

Whitewater River Adjudication

- The water that flows in the flume was part of a "statutory adjudication" that began with the filing of a petition by the Coachella Valley Water District in 1922 with the predecessor of the State Water Resources Control Board for "[a] determination ... of the relative rights by prior appropriation of the various claimants in and to the waters of the Whitewater River Stream System"[1]

- In took 6 years, but on 4/23/1928, the *Order Determining and Establishing the Several Rights by Appropriation in and to the Use of the Waters of Said Stream [Whitewater River],* was entered in Book 1 of Orders of Determination, page 425 with an effective date of 10/31/1924

[1] ***In the Matter of the Determination of the Relative Rights, Based Upon Prior Appropriation, of the various Claimants to the Waters of the Whitewater River and Its Tributaries, in San Bernardino and Riverside Counties, California*** (1938), San Bernardino Superior Court Case No. 18035, page 6.

5

Whitewater River Adjudication - continued

- In 1926 Banning Heights, the City and SCE were issued license 550 (from the predecessor of the SWRCB) which shows that they are jointly entitled to "13.26 cubic feet per second" from the South Fork of the Whitewater River with an effective date of 10/31/1906, subject to the provisions of the 3 Agreements listed above

- On 4/30/1928, the predecessor to the SWRCB filed a certified copy of its Order of Determination together with the evidence and a copy of the transcript of proceedings with the Riverside County Superior Court[2]

[2] In the case entitled ***In the Matter of the Determination of the Relative Rights, Based Upon Prior Appropriation, of the Various Claimants to the Waters of Whitewater River and its Tributaries, in San Bernardino and Riverside Counties*** (Riverside County Superior Court, Case No. 18035).

6

Whitewater River Adjudication - continued

- On 12/9/1938, the Riverside County Superior Court entered a decree in the Whitewater Adjudication confirming the Order of Determination which was filed in Book 46 of Judgments, page 246, County of Riverside

- On 3/8/1939, the predecessor to the SWRCB issued a "Certificate of Adjudicated Water Right" (No. 635), certifying that Banning Heights, the City and SCE have a right to use the waters of the South Fork of the Whitewater River for "13.26 cubic feet per second – priority October 31, 1906." The water was to be "used first" by SCE for the "purpose of generating electric energy" and then used by "Banning Heights ..." and by "Banning Water Company" for the "purpose of supplying water for domestic, stock watering and irrigation uses within the respective territories ..."

7

FERC PROCEEDINGS

- SCE's predecessor obtained a license from FERC to operate the Project in 1923. The Project is designated on the FERC license as San Gorgonio Hydroelectric Project No. 344

- SCE has not operated the Project to generate electricity since 1998 due to the failure of the 900,000 gallon steel forebay tank and the failure of the Project canal below Raywood Flat

- SCE does not plan to restore Project power generation and no longer considers the Project to be a power generating facility

8

FERC PROCEEDINGS - continued

- On 9/28/2010, SCE filed with FERC its Application for Surrender of License for the San Gorgonio Nos. 1 and 2 Hydroelectric Project (FERC No. 344)
- On 5/7/2013, City filed with FERC its Application for a License for a Minor Water Power Project (5 Megawatts or less)

9

CURRENT STATUS OF FLUME

- The Project's current water conveyance facilities include the water diversion structures on the East and South Forks of the Whitewater River and Black Wheel Creek in the San Bernardino National Forest in San Bernardino County, which are connected to a concrete flume and pipe system that proceeds in a southerly direction through the San Bernardino National Forest to an area called Raywood Flat
- The conveyance system ends shortly after Raywood Flat and the water is released in a westerly direction down the Burnt Canyon natural channel

10

//

Current Status of Flume - continued

- Near the confluence of Burnt Canyon and Sawmill Creek, the water is diverted through a diversion structure and temporary pipeline that crosses Banning Canyon and eventually back into the Project concrete flume at the tail race of Powerhouse No. 1
- The water proceeds through the flowline, the penstocks for Powerhouse No. 2, the Powerhouse No. 2 structure, and from there to the terminus at the Banning Heights storage tank
- The pipeline from Powerhouse No. 2 to the Banning Heights storage tank is owned and operated by Banning Heights

11

Current Status of Flume - continued

- The Project facilities to be transferred from SCE to the City and Banning Heights include the water conveyance system described above and Powerhouse No. 2
- SCE will also transfer to Banning and Banning Heights any easements for the Facilities to the extent that SCE owns the property or holds an existing easement that may be transferred
- SCE will also transfer a 1 acre parcel of land in the Raywood Flat area that is not part of the Project

12

Current Status of Flume - continued

- Portions of the water conveyance system that traverse an unstable area on the mountainside above the southerly side of Burnt Canyon south of Raywood Flat has been out of service due to frequent landslides and slope failures that damaged the conveyance system
- Water from the flowline is now released to Burnt Canyon due to the damage to the conveyance system. A diversion dam and temporary pipeline are in place to capture the water flowing out of the flume into Burnt Canyon. The initial Burnt Canyon diversion dam, which was damaged in severe storms during 2005, has been replaced

13

Status of SCE FERC License

- On 9/29/2010 SCE filed with FERC an Application for Surrender of License (SCE No. 344). This License was used by SCE and its predecessor for the Project using the flume, its water, and related facilities for power generation or "hydropower"
- This led to the 2/1/2008 Agreement for Transfer of San Gorgonio Hydroelectric Project No. 344 Water Conveyance Facilities between SCE, San Gorgonio Pass Water Agency, Banning Heights Mutual and the City
- Which led to the Agreement for Rehabilitation and Maintenance of San Gorgonio Hydroelectric Project No. 344 Water Conveyance Facilities between the City and Banning Heights

14

Status of SCE FERC License - continued

A DECISION FROM FERC IS IMMINENT
According to DRD Mediator!

15

Status of Banning's FERC License

- Banning's Application for FERC Power License
- On May 7, 2013 Banning applied to FERC for a "License for a Minor Water Power Project (5 Megawatts or less)
- On June 5, 2013 FERC staff dismissed Banning's license application
- September 18, FERC denied Banning's Request for a Rehearing on its application for power license based on procedural issues

16

The DRD Process

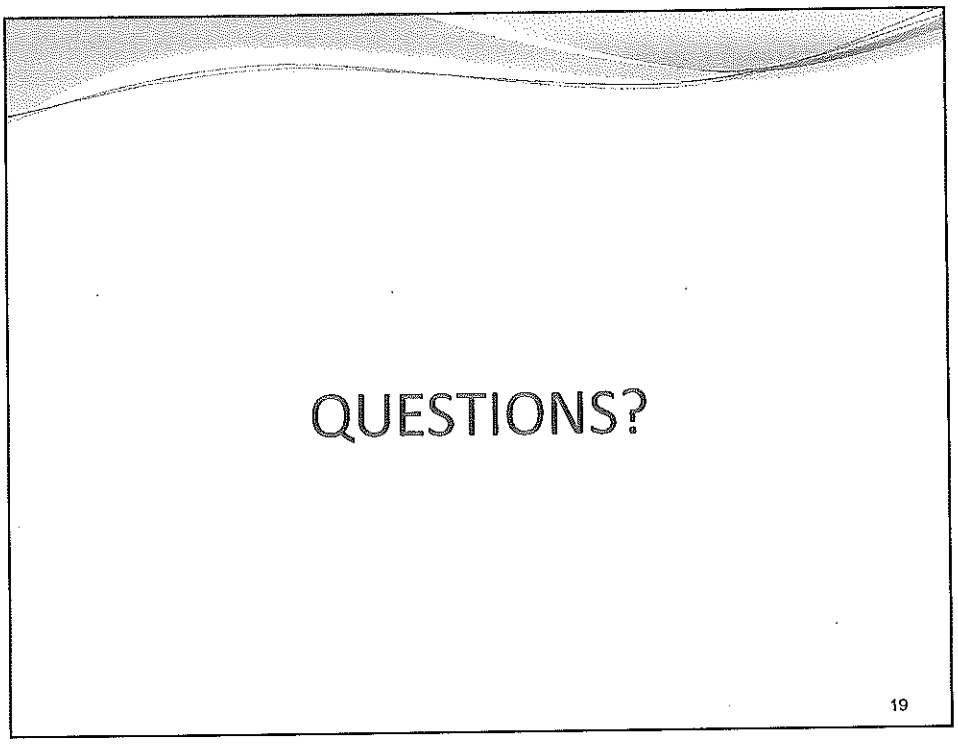
- FERC's Dispute Resolution Division (DRD) is a dispute resolution resource at no cost for the services
  - The goal is to address issues between the Stakeholders, SCE, and the Forest Service in an effort to reach a mutually-acceptable solution, with FERC hopefully not making a decision on SCE's Surrender Application
  - Key item is to figure out how much flume water the Forest Service wants
  - A "study plan" is being developed by the participants regarding hydrologic, biologic, and related scientific issues

17

Status of the Study Plan

- Forest Service prepared a proposed "study plan" based on "all hands" February 19, 2015 meeting
- SCE willing to pay for hydrologic and biological studies
- "PEs" (City, Banning Heights, Pass Agency) to indicate position on the "study plan"

18


QUESTIONS?
19

CHROMIUM-6 DRINKING WATER REGULATION WORKSHOP

April 28, 2015

OUTLINE

- Chromium
- History of the Regulation
- Regulation Impact
- Occurrence in Water Supplies
- Treatment Options
- Non-Treatment Options
- Next Steps



CHROMIUM (Cr)

- Chromic oxide – 9th most abundant compound on earth's crust
- Occurs primarily as chromium-3 (CrIII; Trivalent Chromium) or chromium-6 (CrVI; Hexavalent Chromium)
  - CrIII, a required nutrient found in vegetables, fruits, meats, grains and yeast; essential to normal glucose, protein and fat metabolism in humans.
  - CrVI, found in the environment from the erosion of natural chromium deposits.

CHROMIUM (Cr)

- Some isolated industrial sources:
  - Stainless steel, leather tanning, wood preservation, textile dyes and pigments and corrosion protection.
  - Hinkley, CA
    - PG&E operates a compressor station to recompress the natural gas in their transmission pipelines.
    - CrVI was added to the water used in cooling towers to prevent rust in the machinery.
    - The contaminated water was stored in unlined ponds which entered the groundwater.

CHROMIUM REGULATION

- In 1977, the State of California set the State's Maximum Contaminant Level (MCL) for Total Chromium:
  - 0.05 mg/L = 50 ppb
  - Total Chromium = CrIII + CrVI
  - Assumes Total Chromium = CrVI
- 1 ppb = 1/1,000,000,000
- About 1 drop in 250 – 55 gallon drums
- Equivalent to 3 seconds in 100 years

CHROMIUM REGULATION

- 1977 - US Environment Protection Agency (EPA) adopted California's Total Chromium MCL:
  - 0.05 mg/L = 50 ppb (National MCL)
- 1991 - EPA raised the Total Chromium MCL:
  - 0.1 mg/L = 100 ppb (National MCL)
- 2000 - Erin Brockovich creates attention to CrVI and prompts legislature to focus on the development of a more stringent CrVI MCL.

CHROMIUM REGULATION

- 2001 – Utility agencies in CA begin monitoring for CrVI under CA UCMR
  - UCMR – Unregulated Contaminant Monitoring Rule
    - Currently in its third round; UCMR 3
    - The EPA selects 30 contaminants to monitor.
    - The data is used to support the decision to regulate a contaminant in the interest of protecting public health.
- 2001 – California Department of Public Health (CDPH) requests that the Office of Environmental Health Hazard Assessment (OEHHA) develop a Public Health Goal (PHG) for CrVI.

CHROMIUM VI REGULATION

- Oct, 2001 – Governor signed SB-351 requiring that the CDPH adopt a MCL for CrVI by 1/1/2004.
- Nov, 2001 – OEHHA announces intent to develop PHG for CrVI.
- Aug, 2009 – OEHHA releases draft PHG at 60 ppt.
  - 1 ppt = 1 drop in 20 Olympic-sized pools.

CHROMIUM VI REGULATION

- Dec, 2010 – OEHHA releases draft PHG at 20 ppt, which is then finalized in July, 2011.
  - With an approved PHG, the CDPH could now begin on setting an MCL for CrVI as required by SB-351 (2001).
  - CDPH is mandated by law to set the MCL as close as "**practically and economically feasible**" to the State's PHG
- Dec, 2013 - Superior Court rules in favor of NRDC/EWG and requires that CDPH set an MCL by Aug 31, 2013.
- Aug, 2013 – CDPH sets CrVI MCL at 10 ppb.

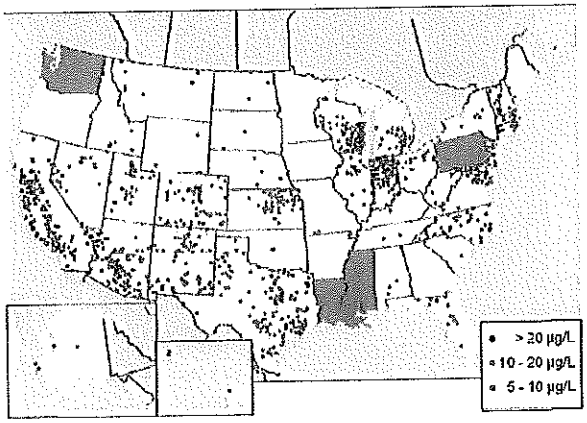
CHROMIUM VI REGULATION

- California Administrative Procedure Act allows up to one year to finalize new regulations (i.e. Aug 23, 2014)
- CDPH dismisses most of 20,000 comments received.
  - CDPH underestimated the occurrence and compliance costs of CrVI.
  - Ex: CDPH database showed that the City of Banning only had 1 sources that would exceed the MCL, when in reality there are 7 sources.
- On June 20, 2014 water agencies received a letter from the CDPH stating that the new MCL for CrVI would become effective on July 1, 2014.

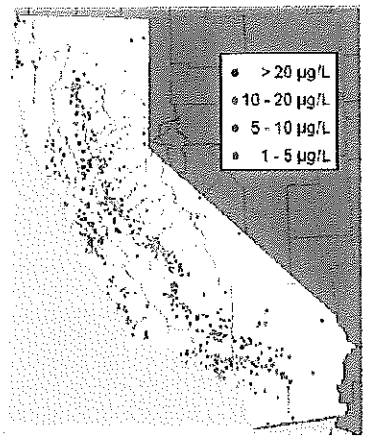
IMPACT OF NEW MCL

- Estimated Statewide Costs:
  - Capital Costs: $4.1 Billion
  - Annual O&M Costs: $231 Million
- Initial monitoring must begin on or before January 1, 2015.
  - Monitoring is required for each well.
- Quarterly monitoring is required when the MCL is exceeded.
  - Compliance is determined by whether a running annual average exceeds the MCL.
- It is still unclear what the State will require if sources are in non-compliance.

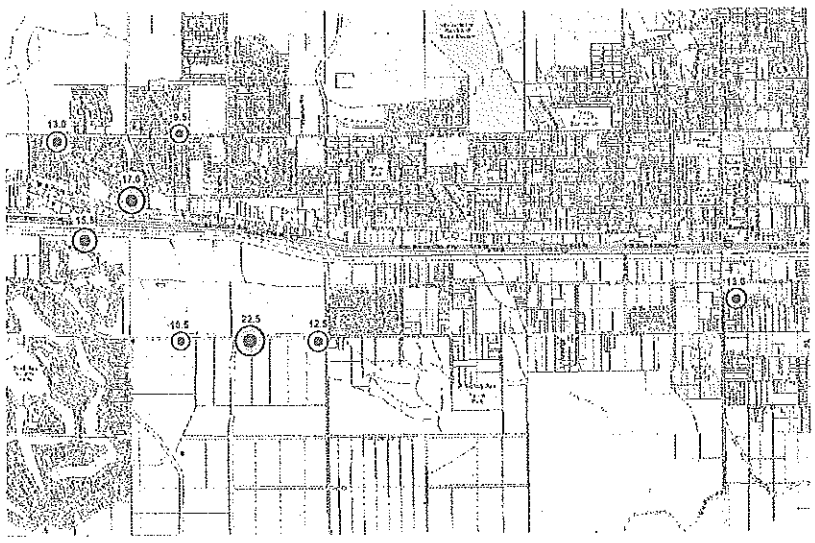
OCCURRENCE IN THE U.S.



OCCURRENCE STATE WIDE



LOCAL OCCURRENCE



MONITORING

WELLS	AVG CrVI ppb (2 Quarters)	AVG PRODUCTION AC-FT/YR (2010-2014)
C2	17.0	143
C3	15.5	660
C4	13	530
C6	13	463
M3	9.5	394
M10	10.5	158
M11	12.5	420
M12	22.5	236
		Σ = 3,004

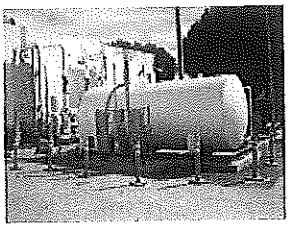
- 2010-2014 City Wide Average Production = 8,500 AC-FT/YR

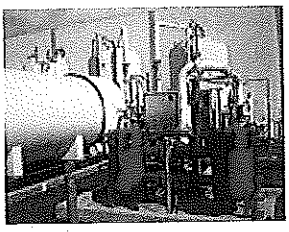
TREATMENT OPTIONS
BEST AVAILABLE TECHNOLOGIES

- Weak Base Anion Exchange (WBA)
- Strong Base Anion Exchange (SBA)
- Reduction Coagulation Filtration (RCF)

WEAK BASE ANION EXCHANGE (WBA)

- Reduces CrVI to CrIII.
- WBA resin is proposed to be used as disposable media.
- Resin life is dependent from site to site.
- It may be required to dispose media as hazardous waste.



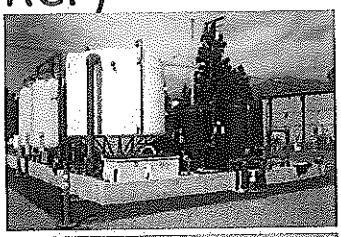


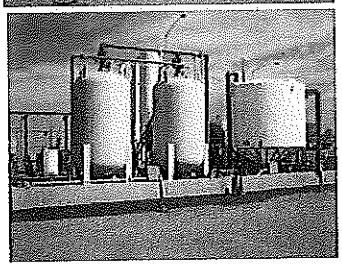
STRONG BASE ANION EXCHANGE (SBA)

- Reduces CrVI to CrIII.
- Operated with periodic regeneration using high concentration of NaCl.
- Yields a brine waste that can require treatment to precipitate the hazardous chromium component from the brine before it can be disposed.
- Disposal of Brine can be challenging and expensive.

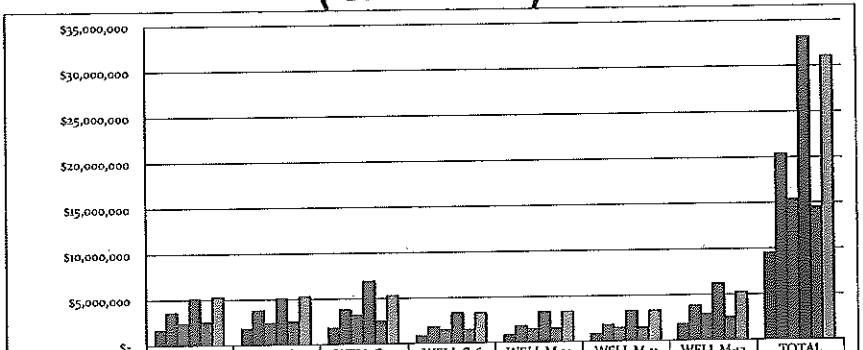
REDUCTION, COAGULATION, FILTRATION (RCF)

- Similar to typical coagulation/filtration processes used in water treatment.
- Added reductant used to convert CrVI to CrIII.
- Creates iron/chromium floc which is removed by filtration.
- Backwash water disposal.



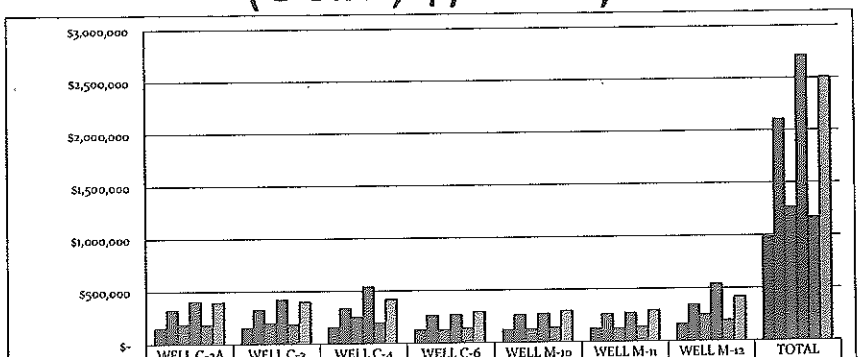


TREATMENT COSTS (CAPITAL)



	WELL C-2A	WELL C-3	WELL C-4	WELL C-6	WELL M-10	WELL M-11	WELL M-12	TOTAL
SBA (Low End)	$1,700,000	$1,800,000	$1,800,000	$800,000	$800,000	$800,000	$1,800,000	$9,500,000
SBA (High End)	$3,600,000	$3,800,000	$3,800,000	$1,800,000	$1,800,000	$1,800,000	$3,800,000	$20,400,000
WBA (Low End)	$2,400,000	$3,400,000	$3,200,000	$1,500,000	$1,500,000	$1,500,000	$2,900,000	$15,400,000
WBA (High End)	$5,100,000	$5,100,000	$6,900,000	$3,300,000	$3,300,000	$3,300,000	$6,200,000	$33,200,000
RCF (Low End)	$2,500,000	$2,500,000	$2,500,000	$1,500,000	$1,500,000	$1,500,000	$2,500,000	$14,500,000
RCF (High End)	$5,300,000	$5,300,000	$5,300,000	$3,300,000	$3,300,000	$3,300,000	$5,300,000	$31,100,000

TREATMENT COSTS (O&M; $/YEAR)



	WELL C-2A	WELL C-3	WELL C-4	WELL C-6	WELL M-10	WELL M-11	WELL M-12	TOTAL
SBA (Low End)	$151,000	$151,000	$156,000	$122,000	$121,000	$122,000	$160,000	$983,000
SBA (High End)	$324,000	$324,000	$335,000	$261,000	$260,000	$261,000	$342,000	$2,107,000
WBA (Low End)	$189,000	$196,000	$252,000	$126,000	$126,000	$126,000	$252,000	$1,267,000
WBA (High End)	$405,000	$420,000	$540,000	$270,000	$270,000	$270,000	$540,000	$2,715,000
RCF (Low End)	$185,000	$186,000	$195,000	$137,000	$137,000	$137,000	$195,000	$1,172,000
RCF (High End)	$396,000	$398,000	$419,000	$293,000	$293,000	$294,000	$417,000	$2,510,000

NON-TREATMENT OPTION

- Dynamic Well Profiling and CrVI Isolation.
  - Process of determining at which depths the highest levels of CrVI are entering the well.
  - Blank casings to reduce CrVI intrusion.
  - Possible loss of production in the well.
- Profiling cost = $30,000 per well ($210,000)
- Construction cost = $200,000 per well ($1.4 M)
- BCVWD has recently completed profiling of shared wells and has proposed to modify the well casing.

NON-TREATMENT OPTION

- Converting wells to non-potable wells.
  - Will require drilling of additional wells to make up for the loss of production.
- Cost for a new well:
  - Drill/Const/Test/Equip: $1,500,000
  - Plus property acquisition costs.

NEXT STEPS

- Perform Dynamic Well Profiling of wells and provide information to City Council (4-6 months).
- Develop a compliance plan.
  - Treatment (12-18 months)
    - Pilot testing
- Develop funding plan.
- Initiate design, environmental and right-of-way.
  - Treatment (12-24 months)
  - Profiling/Isolation (3 months)
  - New Wells (8-12 months)
- Begin Construction.
  - Treatment (12-30 months)
  - CrVI Well Isolation (10-12 months)
  - New Wells (6-8 months)

SB-385 (Hueso)

- What it does:
  - Allows a public water system to apply for a limited period of time to achieve compliance.
  - Requires water systems to prepare and submit a compliance plan.
  - Requires that water customers be informed of compliance progress.
- What it doesn't do:
  - The bill does not delay compliance efforts.
  - The bill does not exempt any public water systems from compliance with the MCL.
  - The bill does not modify the MCL of 10 ppb.

QUESTIONS?

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Goal 1: Economic Development

(1) (Objectives & Activities)

Goal 1:	Benchmark: Current state	5-year-Goal	Budget estimate	Responsibility Center
1.1 Retain all businesses				
1.1.1 Explore incentives (e.g. favorable fees, lower utility rates)				
1.2 Attract business for job creation				
1.2.1 Explore incentives (e.g. favorable fees, lower utility rates)				
1.3 Marketing and public relations				
1.3.1 a desire to attract business				
1.3.2 contract trade journals				
1.4 Revitalizing Downtown				
1.5 Stronger partnership with Chamber of Commerce				
1.5.1 meet with Chamber and develop a plan for business development				
1.6 Airport usage				
1.7 Improve infrastructure on main street				
1.7.1 seek buy-in from current business owners				

Exhibit "C"
30
spec.mtg.-04/28/15

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Goal 2: City Beautification

(2) (objectives & Activities)

Goal 2:	Benchmark Current state	5-year-Goal	Budget estimate	Responsibility Center
2.1 Street sweeping				
2.2 Shopping cart control				
2.3 Resurface Ramsey Street				
2.4. Code Enforcement for weeds				
2.5 Buy-in from existing merchants/Sign ordinance				

Exhibit "C"
31
spec.mtg.-04/28/15

3.2

Goal 3: Effective Communication

(3) (Objectives & Activities)

Goal 3:	Benchmark Current state	5-year-Goal	Budget estimate	Responsibility Center
3.1 Town Hall meetings		4 times a year		
3.2 Improve City's website				
3.3 Improve communication between council members				
3.4. Regular news releases				

Exhibit "C"
38
spec.mtg.-04/28/15

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/12/15
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on May 12, 2015 at 1:02 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Moyer
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: James E. Smith, Interim City Manager
David J. Aleshire, City Attorney
Dean Martin, Interim Administrative Services Dir./Deputy City Mgr.
Fred Mason, Electric Utility Director
Brian Guillot, Acting Community Development Dir.
Arturo Vela, Acting Public Works Director
Oliver Mujica, Contract Planner
Michelle Green, Deputy Finance Director
Stacey Bavol, Utility Financial Analyst
Sonja De La Fuente, Office Specialist
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – *On Items Not on the Agenda*

Mayor Franklin asked if there were any public comments; there were none.

WORKSHOP REPORTS

1. Water & Wastewater Rate Workshop

Interim Director Martin addressed the Council stating that the last time that a rate study was done was back in 2010 by Raftelis Financial Consultants and at that point the Council adopted a modified recommendation to do a four-year rate increase and he believes it was 15% in the first Fiscal Year 11/12, 7% in Fiscal Year 13, and 7% Fiscal Year 14 and then there was not a rate increase for this particular year. So they undertook this past year to take a look again at our water rates to see where we stand and where we think we may need to go in the future. Willdan was retained this time around to perform that study and they have been working on that for a while and there have been some kinds of ups and downs in that process but it was kick-started so now we are at a point where we are ready to present Part 1 of that study and that

will tell you roughly the percent of the change that you will need to go forward in order to sustain and maintain your water operations. We will come back with a Part 2 and that will deal with the structure of the rates. He said that Chris Fisher and Jonathan Barnes of Willdan are in attendance and at what you see before you on your screen is their actual model and in this model they can put in various scenarios, various options and then you will be able to see what the impact is on the fund, on the reserves, and on the rates. So it is live interaction as they will be discussing that with the Council.

Jonathan Barnes addressed the Council giving some background on what they were charged to do and what they have done so far and the next steps. He said that rate studies are typically done in three phases and the first phase is the revenue sufficiency analysis and that is really what they will be talking about today and its job is to develop the overall revenue target for the system. In other words to make sure that you have enough revenue to continue your operations and maintenance of the system and also the capital portion of your system and to make sure we have enough money to do all of those things that are necessary as you operate the utility. He displayed the Water Dashboard and explained that this is Phase 1 and Phase 2 and it is the Cost of Service Phase where they will take this financial plan with Council's blessing once they get to that point and develop a Cost of Service Analysis where they figure out how much of the revenue requirements in this financial plan should be recovered through residential customers, commercial customers, etc. and then the Third Phase is where they will develop specific rates and charges; a fixed charge per month and then a flow charge per unit of water and/or wastewater flow. He said that the primary scenario is driven by a regulatory requirement called "Chromium 6" which he imagines that the Council has heard about. He explained the Dashboard that they are about to review and for the Water Revenue Sufficiency Analysis and this is where they look at all the revenues and expenses. Mr. Barnes explained the various graphs in detail and also showed various scenarios with some of them being on the high end of cost and some on the low end of cost and then compared the two: 1) Fund Balance Graph looks at unrestricted reserves as a projection over the forecast period and they start with forecast period 2015 and go forward and have a projection of fund balance over the time period; graph 2) Capital Projects Graph shows the amount of total annual capital plan we intend to undertake as a Water Utility over the ten year forecast period; graph 3) Capital Project Funding Summary shows us how much of your capital plan is funded with cash, existing cash, and any new bond requirements; graph 4) New Debt shows any future bond issuances we might have; graph 5) Debt Service Coverage shows that you have existing bond debt and associated with that you agreed to maintain a certain level of debt service coverage and that debt service coverage calculation looks at the annual net revenue generated by the system and divides that by the annual mortgage payment, if you will, on your debt and there is a ratio involved; and graph 6) Additional Revenue Increases Required shows that you may need a certain amount of more revenue and this is happening because of the pressure being put on your system by Chromium 6 capital costs and there are also operations and maintenance costs associated with that Chromium 6 plan. He showed actual raw percentages of the revenue increases as he scrolled across 2015 all the way through 2024. He told the Council not to get too married to the revenue increases in the later period of the forecast period. We are really concerned primarily with the first five years but we want to know what really happens over the ten year period and to make sure there are no dragons out there and there is one in 2020 and that is why they look at a ten year period.

Mayor Franklin asked Mr. Barnes to scroll down the screen because they cannot see the last two lines of the Dashboard. Mr. Barnes fixed the view and explained these two lines. The Debt Service Coverage line is your rate covenant in your bond holder agreement but the second line which is basically identical and the reason being that it is the same type of debt service coverage calculation with one exception. Your bond holders require you to do two different tests and one is a "normal debt" service coverage test where you look at the net revenue in each year divided by the annual payment in each year and that results in a Debt Service Coverage ratio as shown on the screen. The next test is called the "parity test" and what your bond holders have basically said, and essentially all bond holders say this, is we want you to look forward in the forecast period and look at the maximum debt service you are going to pay throughout the remainder of your bond holder agreement. In other words if you have a bond debt payment of one million dollars for the next ten years but in year 2011 it spikes to twelve million dollars that test makes you take the twelve million dollars as a denominator to the calculation. The purpose of it is to keep utilities or any debtors from ramping up their debt service and sort of getting around the coverage calculation; it is a safety measure.

Councilmember Moyer asked in regards to the revenue increases does this include the revenues we are going to be losing because of cutting back on water.

Mr. Barnes said that they haven't captured that yet and it would come in Phase 3 of the analysis and it is a very important point to bring up.

Councilmember Peterson said in looking at the capital projects in 2019 there is a $35 million dollar project due to Chromium 6. From 2015 to 2018 we have another $20 million and from 2020 to 2024 probably another $15 million so somewhere in the neighborhood we are looking at about $70 million dollars of capital projects between 2015 and 2024. Then you say we have to go to the bond market for that money coupled with what we already have in bonds and do you know that number.

Interim Administrative Services Director said the amount outstanding is approximately between $29 and $35 million that we have now. Councilmember Peterson said roughly we know that in 2019, four years from now, we will need to add at least another $35 million to that.

Councilmember Peterson the last time the Council met we talked that our water comes out of the ground, goes into the pipe and straight out of the faucet in the houses so there is really no filtering of the water. He had mentioned before about building a filtering processing place where all the water out of the ground goes through some type of chemical cleaning and then distributed out to the public. Out of $70 million dollars that we are going to have in capital improvement to deal with Chromium 6 wouldn't one of those facilities deal with Chromium 6 as well.

Acting Director Vela said it would and they haven't looked at that scenario just yet and he is not 100% sure if it would save us that much more money. There are still a lot of improvements to construct in order to build a system like that. If you do a central system, then you are essentially going to build a new infrastructure network to get water from those affected wells to the central plant that would be treating Chromium 6 especially. That is the only thing that they

would build that plant for to treat Chromium 6. There are also other things that we could look at and he explained further.

Councilmember Peterson asked if there was some way that your group of water people can appeal to the State of California through legislation to adopt the federal standard rather than do this.

Acting Director Vela said that is something that they can definitely look at and in the conversations that he has had it seems that we are beyond that point. The new MCL has been approved. There is a bill out there that is asking to get a little more lenient in the time frame of when we are going to be required to be in compliance with the MCL. Typically on a new regulation like that we have five years to comply. With this provision of the MCL it said you have next month and if you don't comply next month, then you are monitored for a year and then you are in noncompliance and now you have to treat. That shows it is going to take four to five years just to get a plan together and be ready to have a project that is shovel ready to treat so that is what that bill is trying to do and staff will keep an eye on it and see where that goes.

Councilmember Miller said he assumes that this is not only a Banning problem but assumes that about every city in California will have the same problem and they will also have to issue bonds to solve their problem. So how will that affect the bond market when it is just flooded with bonds suddenly in 2019?

Mr. Barnes said those spikes are just starting to hit them as well and they are starting to realize that they have a lot to deal with and you are correct it is going to be a mad rush to the bond market to get that funding. He thinks that the bond market sees debt requests from all over the country all of the time and he does think it will allow bond holders to be more choosey. The fact that they will know what is pressuring it through their due diligence process they will understand that the Chromium 6 issue is pressuring it. He thinks that this will play best for those of his clients who are able to get ahead of this, recognize it and show that they have had a plan in place because the scariest thing for bond holders, of course, is will we get paid back and have they thought of everything. He feels that there will be an impact but will be manageable at the end of the day.

Mr. Barnes at this time showed and explained six different scenarios of Chromium 6. These are some scratch calculations, some perspective of the types of costs we are talking about starting with the SBA low end going up to the RCF high end. He said the lowest cost capital scenario is the SBA low end and the highest cost capital is the WBA high end. (SBA is strong based and on exchange; WBA is weak based and on exchange; and RCF is reduction coagulation filtration).

Councilmember Peterson said he has this lingering thought and since Willdan is a financial services company do you have any interest when it comes to bonds. If we needed bonds, do sell the bonds.

Mr. Barnes said they are a financial services company. They serve as the City's consultant if you were to go out for a bond issuance and prepare a report that is required that says this utility

can afford these bonds. They do those types of bond feasibility reports and do those on a fixed-fee basis and don't get any extra money. They certainly don't have a relationship with underwriters to the point where they are the ones selling you the bonds personally. They are just hired to make sure you have a report to give to the folks that would secure you the money. They are completely neutral. He doesn't make any more money if you sell $35 million in bonds.

Councilmember Miller commented that Mr. Barnes talked about a 55% increase in costs and very simply the way he figures this at the high end it is going to cost $3 million dollars a year for the bonds and he assumes that we have roughly 10,000 customers and that means that the cost per customer can be $300 a year. We all know that Banning is a low income city and if it wasn't for Sun Lakes the average income he believes is $18,000 dollars or something like that and a $300 dollar increase is tremendous and he doesn't have any solution or any statement but wants everyone to keep that in mind; this is very serious.

Mr. Barnes said it is a point well taken and once we get to Phase 3, the rate design phase, he will give the Council specific customer impacts for specific types of customers so you will know what level of increase we are talking about. He said that we also have the opportunity with the rate structure design to hopefully, through cost of service principles, be able to maybe through a well-designed rate structure and maybe shelter those who need the central domestic usage but we have limitations because of the Prop 218 process and basically have to insure that this is cost-based.

Mr. Barnes at this time continued going through his scenarios with the Council. After his explanation of the different scenarios he said at the end of the day you certainly need significantly more revenue no matter what scenario you look at and their job is to give the City a plan that causes the least amount of pain for your rate payers but gets you the best chance of getting the revenue you need.

Mayor Franklin said if the State were to offer zero or low interest loans would that impact your model.

Mr. Barnes said it would and zero interest loans are certainly a powerful thing and at this time he ran a quick scenario and as you can see in the graph regarding the revenue increase required we were at 23% and it took it down to about 16% so he would say it is cutting it about a third just being able to secure $14 or $15 million dollars of zero interest loans. That is nothing to sneeze at and is something to keep in our hip pocket but feels the likelihood is slim but doesn't mean you shouldn't go after it obviously. If he was asked for a recommendation, he would say let's assume you have to pay full boat rates for now and when the time comes if you can get that zero interest rate it would relieve the pressure off the rates but we wouldn't want to count on it for the purpose of the analysis.

Mr. Barnes showed the Council a model of the Dashboard in regards to the Wastewater and framed the discussion. Low end is about 25% or so and high end 50% to 60% or so on the revenue increases four to five years out. As we continue with the study they will refine those numbers more but he doesn't imagine they will change materially unless Mr. Vela gets some more guidance with respect to the actual Chromium 6 costs. The Dashboard Model is

essentially the same but just the sewer side and he explained the different graphs in regards to: 1) Operating Fund; 2) Capital Project; 3) Financing Summary; 4) New Debt; 5) Debt Service Coverage; and 6) Revenue Increase. He said what the Council is probably gravitating towards is the Capital Projects. You will notice that we are humming along at about a million dollars or less a year on the capital for the Wastewater side until we get to 2018 and 2019 and we have two years of large projects and it is really one project split over two years and it is a wastewater treatment plant related project and Mr. Vela can elaborate on the details of that but he can say that the financial part of it is we are looking at $12 or $11 million dollars a year over those two years so it is about in the $20 million dollar range in today's dollars. These are the projects that are going to cause us rate pressure. Your utility as we looked at it was in very good shape and also on the water side and without that Chromium 6 issue you are humming along really well. You have a strong utility that has been taken good care of financially and the increases were just to keep up with inflation in the 2% to 3% range. The same idea on the wastewater side; you are strong financially without this wastewater treatment plant project which is clearly a nominally in terms when you look at your annual cost for capital they are much lower. But as has been told and he certainly believes you need to do those wastewater treatment plant projects and in order to fund those we are going to need to borrow some money and when we borrow that money and to pay back the annual payment on that money it is going to cause pressure to our rates to the tune of about a 40% increase in 2019.

Councilmember Peterson said in total we added everything up on the water side for the capital projects and we came up to about $70 million and now we are going to add another $20 million on to that for the wastewater side so in three years we start a $100 million dollar debt, pretty much.

Mr. Barnes said essentially what you said is correct. Not a $100 million dollars of debt but $100 million dollars of projects and not all of those will be bond funded. On the water side the worst case scenario when it was $70 million that was a $35 million dollars bond issue and this will be about $14 million so you are adding about $50 million total in bonds. He is not diminishing Councilmember Peterson's point and it is a good point. You are adding a significant amount of debt whether it is $100 million or $50 million; it is still significant.

At this time Mr. Barnes showed to the Council a scenario of what we might do to try to address this 40% increase in revenue before 2019. He started at 7% and it seems that 9% would be the recommendation. What he would recommend to the Council is that they not wait until 2019 and do a 40% increase. He would recommend starting with a series of smaller increases and build up to that over time so there is not so much rate shock to your rate payers. Again, they would look to the Third Phase of this to try to help mitigate that and it wouldn't be as possible on the wastewater side because wastewater rate structures are fairly straight-forward and there is not much leeway.

Councilmember Miller said that these are shocking numbers and how does this compare to other cities. Are we going to have the same problem in every other city in California?

Mr. Barnes said that he does have several projects going on right now and a few of them are dealing with the Chromium 6. The magnitudes based on the preliminary work that they are

doing with them, the City of Banning is a little bit ahead of the curve but they have the same types of issues.

Councilmember Miller said it would be important for us to know how we compare to other cities if we increase our rates tremendously and if other cities in the area or anywhere in California do not do that, it would really be disastrous to us. If we had the same problem as everyone else, then there is nothing that anyone can do about it. Somehow we have to evaluate our relationship to other cities before we really proceed.

Mayor Franklin said one thing she thinks that we will find out is that some cities are impacted more than others with the Chromium 6 and it just depends on what is in their water tables.

Councilmember Moyer said in regards to our Chromium 6 problem if he remembers our last session it was 7 wells out of 21.

Acting Director Vela said that was correct. Also in regards to what Councilmember Miller said the only thing that he can offer as far as information on other cities is that the Coachella Valley Water District has probably taken the biggest hit with this Chromium 6 issue. They have approximately 57 wells total that they operate and more than half of those are affected by Chromium 6. A lot of local cities were wondering what Coachella Valley is going to do and they had a pretty big laundry list of comments when they were going through the common phase of the new MCL. They have on their website a flyer, just as of last week, that says that they are estimating that their water bill will on average increase by about $50 dollars a month.

Councilmember Moyer said if he remembers correctly this new process we are trying on Wells 25 and 26 is going to be about $75,000 dollars a well and is that correct.

Acting Director Vela said it is going to depend on each well and on what modifications need to be made.

Councilmember Moyer said if we had 7 wells at $75,000 that would be about $525,000 which is certainly a much better scenario than anything we have seen here.

Acting Director Vela said it is going to be a fine balance between these non-treatment modifications and at the same time considering the loss of production.

Councilmember Moyer said in regards to the Wastewater Capital Improvement that is primarily the capital improvements that we should have done some time ago.

Acting Director Vela said the project there is one project and it is an upgrade to our wastewater treatment plant to take it from a secondary treatment facility to a tertiary treatment facility. We have a plant that has a little bit older technology where it is discharging water that is at the minimum level. He has talked to people at the State Water Resources Control Board and they are kicking the idea of approaching the City and saying in order for you to get a new permit you are going to have to do an upgrade to your facility. So that same upgrade to the facility would also produce Title 22 recycled water which is another reason to upgrade.

Councilmember Miller said when you talk about a bond for $3 million dollars a year is there any possibility that it is less expensive to simply purchase water from someplace else.

Acting Director Vela said possibly; the challenge would be finding those sources.

Councilmember Welch said even if we bought water from an importer, that water has to be treated for Chromium 6 level somewhere so the cost of that water is going to be increased significantly any way. Acting Director Vela said that is something that he would have to take a look at.

There was some further Council and staff discussion in regards to non-potable water.

Mr. Barnes said on the water side it is really Chromium 6 that was really the primary driver to the rates and on the wastewater side it is obviously the treatment plant costs. He thinks it is important for us to recognize that especially on the Chromium 6 side where there is still some level of uncertainty we know the pain is going to be there but just don't know the magnitude of it yet. That is four to five years away at this point and what they would request from the Council as they get to that stage of this is to let's go ahead and assume those level increases and you need some level of increase any way to keep pace with inflation and then as we get closer to when the Chromium 6 costs are actually going to hit obviously the picture will become much more clear in terms of magnitude of the costs and if for some reason the costs are significantly lower than projected in the analysis, that will be a good news story and we can ratchet back the rate increases in the later years of the forecast period. But if they end up being about what they are projected to be now, we at least have the plan in place. If you could adopt a five-year plan that would fund the Chromium 6 costs as they sit now and if they are reduced or we are able to get that low interest/no interest debt, then that of course relieves some pressure on the rates.

Mayor Franklin opened the item for public comments; there were none. She thanked Mr. Barnes for the information.

Mayor Franklin stated that the City Council will now move to the Large Conference Room to hold the Goal Setting Workshop. Meeting convened at 2:08 p.m.

2. Goal Setting Workshop – Part II
(Presented by James E. Smith, Interim City Manager)

Interim City Manager Smith said that the Council had developed five goal areas and they are: Economic Development, City Beautification, Effective Communication, Public Safety and Youth/Young Adults Activities. He went over the Goal Setting Sheet – Part III and asked the Council to read over each of the items listed under Economic Development. He would like each of the Council Members to talk about what their goal is under this topic if it is different than the ones listed on the sheet.

The Council at this time discussed and prioritized the list of goals with sub-categories (see attached Exhibit "A").

Interim City Manager Smith said that he would assign time frames, responsibility and measurable outcomes and then bring the list back to the Council for discussion.

Mayor Franklin said that we had a good start and if the any of the Council comes up with anything else then can send an email over the Jim to add their items to the list.

ADJOURNMENT

By common consent the meeting adjourned at 3:44 p.m.

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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.

Goal Setting Part III

May 12, 2015

Goal 1: Economic Development

1. Attract Business
    a. Job Creation
    b. Develop Incentives to attract/retain businesses
    c. Marketing/PR
    d. Fee structure/processes
    e. Partnerships
2. Retain Business
    a. Council member and City staff visits/communication
    b. Fee structures/processes
    c. Partnerships
3. Airport Usage
    a. Committee recommendations back to Council
4. Tourism
    a. Marketing/PR (area)
    b. Partnerships

Goal 2: Beautification

1. Street Sweeping (more often)
2. Code Enforcement (prioritize)
    a. View from freeway (off-ramps)
    b. Sign removal
    c. Weed abatement
3. Upgrade City signage
    a. Street signs
    b. Wayfinding
    c. Monuments
    d. Directional signs for business
4. Graffiti removal
    a. Active anti-graffiti campaign
5. Tree Replacement
    a. Drought tolerant
6. Adopt a Block Program (initiate/develop)

Goal 3: Effective Communication

1. Town Hall Meetings (staff & Council)
    a. Quarterly (different quadrants)
    b. Vary times/days of week
2. Dedicated journalist (retiree or intern)
    a. Regular press releases
3. Improve City website
    a. Social media (Facebook, Twitter, Youtube, etc.)
    b. Upload City meetings within 48 hours
4. Improve Use of Public Access Channel
    a. Show City meetings more often (on a schedule)
5. Use of Reader Boards
6. Improve communication to schools
7. Magnetic Signs on City vehicles
8. Utilize Communication Partners
9. Email blasts from City

Goal 4: Public Health & Safety (young adults/youth)

1. Add three police officers
2. Partner with schools to provide safe and supervised facilities with afterschool programs
3. Develop youth and young adult programs
    a. Teen Center
    b. Venue for 17-24 year olds
4. Develop preventative maintenance program
5. Develop safe haven program for youth
6. Develop a program to attract a Trade school
7. Expand Police/Fire volunteer and explorer programs
8. Expand Emergency Preparedness programs
9. Reduce panhandling & vagrancy (ordinance)

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/12/15
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on May 12, 2015 at 4:07 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Moyer
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: James E. Smith, Interim City Manager
David J. Aleshire, City Attorney
Arturo Vela, Acting Public Works Director
Rita Chapparosa, Deputy Human Resources Director
Janet Kuntz, Kuntz & Kuntz Law Firm
Marie A. Calderon, City Clerk

CLOSED SESSION

City Attorney Aleshire said the closed session are two matters of significant exposure to litigation pursuant to Government Code § 54956.9 (d)(2); existing litigation matter pursuant Government Code § 54956.9 (d)(1) – a) Robertson's Ready Mix, Lt., v. City of Banning; real property negotiations pursuant to Government Code § 54956.8 to confer with its real property negotiator James E. Smith in regards to Fire Memories Museum located at 5261 W. Wilson St. (APN: 408-134-009; pending litigation Brian Walker vs. City of Banning – Workers Comp Claim Nos. 12-01618 and 12-02478; labor negotiations pursuant to the provisions of Government Code § 54957.6 - City is represented by the City Attorney and negotiations are with International Brotherhood of Electrical Workers (IBEW) – Utility Unit and General Unit, Banning Police Officers Association (BPOA), and San Bernardino Public Employees Association (SBPEA); personnel matters pursuant to Government Code § 54956 with regards to City Attorney contract; and public employee appointment (a) Pursuant to Government Code § 54957, to continue discussing the appointment of an employee to the position of City Manager, and (b) Also authorized pursuant to Government Code § 54957.6 regarding labor negotiations continuing to discuss the filling of the unrepresented positon of City Manager.
Mayor Franklin opened the closed session items for public comments; there were none.

Meeting went into closed session at 4:10 p.m. and reconvened at 5:03 p.m. to the Regular City Council Meeting.

The closed session reconvened at 7:30 p.m. to discuss all the other items that had not been covered earlier.

Mayor Franklin opened the closed session items for public comments; there were none.

City Attorney said that the Council met in closed session on the City Manager recruitment item. There was a motion by Councilmember Moyer seconded by Councilmember Peterson to relieve Mr. Smith of the position of City Manager. There was a motion by Councilmember Welch seconded by Councilmember Peterson to appoint Dean Martin as the Acting City Manager. In regards to the other items there was a status report on the flume and the Council reaffirmed their prior actions in regards to the $30,000. In regards to Robertson's a report was given on the status of the litigation and there was no reportable action taken. The City Attorney evaluation and labor negotiations were deferred.

ADJOURNMENT

Motion Franklin/Moyer to adjourned the meeting at 8:39 p.m.

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Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/12/15
REGULAR MEETING

A regular meeting of the Banning City Council and a joint meeting of the Banning City Council and the Banning Utility Authority was called to order by Mayor Franklin on May 12, 2015, at 5:09 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Moyer
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: David J. Aleshire, City Attorney
Dean Martin, Interim Administrative Services Director
Fred Mason, Electric Utility Dir.
Arturo Vela, Acting Public Works Director
Alex Diaz, Interim Chief of Police
Brian Guillot, Acting Community Development Director
Heidi Meraz, Community Services Director
Rita Chapparosa, Deputy Human Resources Director
Michelle Green, Deputy Finance Director
Tim Chavez, Battalion Chief
Oliver Mujica, Contract Planner
Sonja De La Fuente, Office Specialist
Marie A. Calderon, City Clerk

The invocation was given by Pastor Ken Spicer, New Creation Church. Councilmember Welch led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney reported that one item on the closed session was Walker vs. City of Banning which was a Workers Compensation Claim and the Council voted 5/0 to approve a settlement of that claim for $54,280.00 and the motion was made by Councilmember Moyer, seconded by Councilmember Peterson. With respect to Item No. 7 regarding the discussion of the appointment of City Manager that matter was discussed and the discussion is going to be continued. With respect to all the other items on the closed session agenda which are the two cases of exposure to litigation, the Robertson's Ready Mix litigation matter, the real property negotiations regarding the Fire Memories Museum, labor negotiations and the City Attorney

item none of those matters were discussed and they will be continued to a renewed closed session at the end of the Council meeting.

PUBLIC COMMENTS/CORRESPONSENCE/PRESENTATIONS

PUBLIC COMMENTS – *On Items Not on the Agenda*

Ken Spicer, Founding Pastor of New Creation Church addressed the Council stating that last Sunday on Mother's Day marked their 11th year in the city and they were Crossroad Christian Center in those days. He said because our city is one of the most, if not the most, under-employed, under-educated, and under-funded city in Riverside County he wanted the Council to know that they are not alone in working against this fact. They are currently running a certified welding school in conjunction with their men's home. They also have an agreement with a welding company that is willing to hire their graduates and their trainer is a State Inspector and can certify training. They also have developed an Information Systems Curriculum with a Microsoft Certified Instructor who is part of their staff where they can help people gain certifications for work on servers, networks, all Microsoft products and various other professional aspects of informational systems technology. They are also working to broaden that vocational approach and hope to talk about partnering with the City at some point. They have been to some of the County meetings and they have no money and no idea so they are starting where they are with what they can do and working towards that effort quite energetically. Currently they are feeding and clothing between 250 and 300 families every single month from their outreach arm called "The Difference". That is not cooked food like Carol's Kitchen and Table of Plenty but groceries that they give to families every single week. They also have something called "Purpose Parenthood" where a year and a half ago they bought a sonogram machine and they are not protesting abortion but celebrating life so they offer free sonograms to anybody who is pregnant and if they choose to adopt their child out, they help facilitate private adoption and if they decide to keep their baby, they walk that path with them as well. He appreciates what the Council and staff are doing and sometimes it seems thankless but like he said earlier you are not in this alone but here to make a change for the better whatever that entails. He is glad that we have our Police Chief and is excited that we may have a City Manager soon and thinks that position can bring some real stability to our city.

Jerry Westholder resident of Banning addressed the Council stating that when he was here at the last Council Meeting he brought to the attention of the Council how our electric company is unjustly compared to several larger cities and believes the smallest city was at least four times larger than we are and the median income was at least twice as much as we are. We have an unemployment rate here of 17% and the median income without Sun Lakes is about $17,000. He said that he had his utility bill from last year and one from this year and the one from this year has 21 days and the one from last year had 32 days and this is a problem because our second tier in our electric company is the highest tier in the state of California and to be billed like this unjustly puts him in a higher category that charges us more money for electricity that should not be charged to us on a 32-month day schedule. If you say something is wrong with the computer, he knows computer experts that can come in and fix it. Having $7 million dollars in the Electric Company, a non-profit organization, to him is appalling when the people of this city need relief. He understands that the City itself does not have a program for people who cannot afford their electric bill; this also is immoral and needs to be taken care of. He encouraged the Council to look at two-years ago when the rates were raised 12% and thinks that needs to be rescinded so

people can go ahead and just use the basic electricity to live and take care of their families and things of that nature. We are not an affluent city and we need to take care of our residents and he feels tackling the electric rate would be a good way to start.

Don Smith said that Mr. Westholder probably won't be real thrilled to hear what the Council discussed this afternoon in regards to the water and wastewater rates. He reminded everyone that on Memorial Day, Monday, May 25th they are celebrating Memorial Day at the Banning Women's Club from 2:00 to 5:00 p.m. At 2:30 there will be a memorial for our fallen soldiers and Mayor Franklin will be the Mistress of Ceremonies and the Banning Police Department will be the Color Guard and the current Miss California will be singing the National Anthem and a couple of other songs. After that event the Banning Women's Club is going to celebrate the 100th Birthday of that building. He encouraged everyone to come and see the improvements that have been made to the building and also come to honor those people from Banning who gave their all to the military.

James Payne, Lombardy Lane addressed the Council stating that he was here to illustrate a problem affecting his family and the neighborhood and to subsequently ask the City to initiate actions to correct those problems. Two blocks east of San Gorgonio Ave. where Lombardy Lane terminates on Durward Avenue there is a field approximately 12 acres in size. There is no fencing, no gates, and no signs indicating private property or no trespassing. Because of this the area has been subject to vehicular traffic and subsequently illegal dumping. Vehicles have also parked on the out-shirts of the field and have been utilizing it as an area of access, as well as, access to their party areas. Drug paraphernalia, trash and beer bottles and cans have been left where they park so you can only imagine what they are bringing into the field. Additionally and as recent as two weeks ago, people have been driving into the field and have been seen shooting both shotguns and rifles. Thankfully Banning Police Department arrived on scene during this last incident so thank you to Chief Diaz and the officers who were responding. The concern to access to the field by vehicles and pedestrians has intensified not only by their activities but by the condition of the field. There are weeds and brush that are over three-feet high especially in the southern part of the field and creates a fire threat to adjacent and nearby homes. Because of this homeowners have had difficult times obtaining and keeping their homeowners insurance. He said that he has called the Fire Department for two years to have them contact the property owners but the weeds have not been eliminated in those past two years. He, his friends and neighbors and concerned citizens are asking the City to contact the owners of the fields and make them responsible for their property or to initiate actions themselves. The owners need to be accountable for keeping their property in such an order as to not allow illegal or illicit activities from occurring on their land. Ideally this would happen through fencing and notification of no-trespassing or private property. Furthermore they need to mitigate the fire threat by the clearing of their weeds and the trash that is out there. He submitted to the City Clerk maps and parcel numbers.

Dorothy Familetti-McLean, Banning Stagecoach Days addressed the Council thanking those who supported their bowling fundraiser which was a success. She will probably be back every meeting if she is available to tell everyone about their First Annual State BBQ Championship on June 20, 2015 from 10 a.m. to 6 p.m. at Dysart Park. There will be family fun day, a horseshoe tournament, beer garden, vendors, games for adults and kids, watermelon eating contest, kids BBQ competition, jam and jelling making contest, and there will also be live bands and this is to

raise money for Stagecoach Days. They are having a three-day rodeo and it is costing a lot of money and they need a lot of support. The money that is coming in is donations from sponsors and people participating in the event. If you have any questions or want to sign up to have a booth, or get other applications, you can go to www.stagecoachdays.net. They will also be selling tasting tickets for the BBQ championship and the family fun day. They look forward to the Council's and community support.

Inge Schuler resident of Banning reiterated some of things that she said at the Planning Commission Meeting last week. She is very concerned that our window of commenting on the Initial Study for the citizens is going to expire on Monday and that leaves a very limited time to read the document on-line at the City's website and it is called the "Initial Study for the Rancho San Gorgonio Development southwest of Banning". It is very poorly advertised and they didn't know anything about the scoping session except for a few of them that happened to pay attention to some very limited announcements and the residents who are going to be hugely affected by 3300 new homes that are going to put a tremendous strain on our infrastructure and on our services as Mr. Westholder already indicated. It's going to be difficult to deal with that as we cannot deal with the people that we already have living here. She doesn't know how all those people who are going to move into these developments are going to find jobs; it would be easier to build the jobs first before we provide more housing. The other thing is that we have a problem with our water rates, as well as, the electric rates. The tier system, of course, has been challenged in court rather successfully in Irvine and the billing cycles need to be adjusted. She has been talking about this for over a year now and nothing has happened and nobody has contacted her saying that any progress is being made in changing that to have the accurate monthly allowance that we are entitled to. It is quite different to have maybe just a residential unit in town and then have five, ten, nine, two and a half, half an acre with livestock and be immediately in the second and third tier because we try not to waste water but preserve it and that is rather punitive and she knows that you should probably be scrambling to find out what the court's judgement actually in Irvine was in Orange County and maybe adjust some of those things to make it equitable.

Mayor Franklin said that we are looking at our water rates right now and just had a water and wastewater workshop earlier today and we are have two more coming up. She said that it has been requested that Fred Mason, Electric Utility Director give a little clarification as he gave in another meeting about the number of days you have for billing.

Director Mason said as discussion last month the software program that we have does not allow us to actually do a per-day charge and for the subsequent tiers. The system that we have for scheduling is an Excel Program that was developed to use for scheduling the routes that are read every day by our meter readers. It is not done in any intentional way to create 33-day cycles in the summer and 27-day cycles in the winter. As he illustrated in the workshop it truly is a struggle to get all 69 routes read each month with the manpower that the City has. He has been discussing with the Interim City Manager and the Interim Administrative Services Director that we need to get a new billing system and this is something that obviously takes time and if we started today it would take 18 to 24 months to get implemented but that new system would have the ability for the daily charges and would actually adjust the tiers based on the actual number of billing days and unfortunately our current system does not allow that but be assured that we do not have any covert intent of overcharging it in some seasons and undercharging it. It is just

based on where the weekends fall, holidays fall and the manpower resources that we have and he will be coming back to the Council with more information.

Jerry Westholder rebutted Director Mason's comments. It is the responsibility of the City in a non-profit corporation that this City exists for the citizens and not the citizens for the City and it is their responsibility to make sure that things are read in an equitable time so that people are not over-charged; they cannot afford these rates. As a pastor here in Banning he has paid numerous electrical bills for people that needed help because we don't provide any help and he is at the point where they cannot do this anymore. He doesn't know about Director Mason's ability as far as the program but he does know people in that field and in the private sector and it wouldn't take 18 months; it would take a month or two maximum to put in a new system that would be equitable to reach all of our citizens. He thinks it is important to keep that in mind when we look at these things because it is the people who are suffering and carrying the load and they cannot afford it.

CORRESPONDENCE

City Clerk read a letter (Exhibit "A" attached to the minutes) from Dan H. Hassey regarding the dangerous safety issue caused by the railroad construction on Sunset Avenue, and the Union Pacific Railroad parking its trains on 22nd Street.

Dan H. Hassey addressed the Council at this time stating that he also forwarded in his email a map of the residences in the area where he lives and wanted to highlight them and make it personnel. His neighbor to his left just has a stroke, is diabetic and uses a walker. The gentleman that lives across from him is 89 years old and spent most of his time in the military and uses a walker. The person down the street is dying of cancer and the person around the corner is dying of a liver disease. Unfortunately they have been lucky when there has been an emergency that the road has not been blocked but it is just a matter of time. He has been caught behind the railroad and has personally walked or climbed over those trains. He knows that it is dangerous but again we take the path of least resistance and he is not the only one. You can walk anytime through that area and you will see children with their mothers, young kids on skateboards and bicycles that will have to either walk around or take that dangerous path. He has tried many times and has taken an inordinate amount of time trying to get the railroad to stop. He elaborated on what we are dealing with in regards to Union Pacific in trying to resolve this issue and in getting them to listen to us. He has also gone to their website and there is a link in regards to "safety" and safety is their top priority and he read what it said. This is the leverage we have and we have to hold them accountable and hold them to their word to keep our community safe.

PRESENTATIONS

1. Recognition of Martha Cosentino – 20-Year Service Award

Heidi Meraz, Community Services Director stated that Martha Cosentino has been with the City for over 20 years now and she has had the pleasure of working with here that whole time she has been in the Community Services and Transit Department. Prior to coming to the City Martha was a Marine and she comes from a long line of military family and has two sons, Anthony who

is a Staff Sergeant in the Air Force and Ezekiel who just finished his enlistment in the Marine Corp and they are both married. In her spare time she enjoys spending time with her grandson and granddaughter. She also enjoys crocheting, playing bingo, motorcycling and volunteering. Director Meraz said that Martha is a great employee and has wonderful customer service skills and has a genuine concern for the people that she is working with and working for. She is also licensed to drive paratransit vehicles which are the Dial-a-Ride vehicles and she does drive them when needed and that is way above and beyond what an Office Specialist usually would do.

Mayor Franklin and the City Council members presented Martha Cosentino with her 20-Year plaque and other items for her years of services.

2. Proclamation – Audrey Nathan

Mayor Franklin asked Beverly Davis to come forward at this time. She said that tonight the Council will be recognizing Beverly's sister who was a former City Treasurer, Audrey Murphy Nation. Audrey passed away recently and we normally do the proclamation during a memorial service and even as public as Audrey was she was a very private person also. She opted not to have a memorial service so the Council wanted to make sure that the public knew that we really appreciated all the work that Audrey did in the community. Mayor Franklin stated that when she said, "Audrey was a very public person" many of you know that she was very active across the community. If there was any kind of social event, Audrey was there. If there was any time that we needed to have a little article written about some activity that was going on, Audrey was doing it. She was active in her own community of Sun Lakes but everywhere we had a social event to benefit our community if you asked Audrey, she would be there. Thank you to Beverly and her family for sharing Audrey with us for so many years and thank you for all the work Audrey did not only on behalf of the City as the City Treasurer but also as a community representative.

Beverly Davis thanked the City Council for honoring Audrey and said she was a great sister and she did everything for the community.

3. Banning High School Solar Boat Team Presentation

Fred Mason, Electric Utility Director introduced Larry Ellis the team's advisor and said that the Electric Department Public Benefits Research and Development Program actually co-sponsors the solar boat team each year and is something they are very proud of and are extremely happy for their success this year.

Giancarlo Datuin, Dea'Jiane McNair, Francisco Orozco, Ivonne Martinez and Jasmine Yang introduced themselves to the Mayor and Council and started their power-point presentation on the Banning High School Solar Boat Competition that was held at Yucaipa Regional Park on April 22nd through 24th, 2015. They went over the various steps taken to ready themselves for the challenge and why it is important. The high schools that participated were Banning High School, Redlands East Valley High School, Yucaipa High School, Rialto High School, Cajon High School, Cathedral City High School and Desert Hot Springs High School. They had to build a 16 foot boat from scratch that they end up racing and they also had to make a Public Service Announcement (PSA) and this program was started to give high school students a hands-

on experience. The event focuses on science and math, electrical and mechanical engineering, water conservation, problem solving, dealing with adversity and team building. They took first place in the 90-minute Endurance Race; first place in the Slalom Race; 4th place in the Sprint Race; second place in the water conservation PSA, presentation & technical reports; and won first place overall. They thanked Mr. Kline and Mr. Ellis for their time and dedication. They thanked the City of Banning and Banning Electric for sponsoring the team so that they could be in the program. They also thanked the Banning Unified School District for the allowing them to participate in the event. The Team also presented to Director Mason a picture of the team and official t-shirt.

Meeting recessed at 5:56 p.m. and reconvened at 6:07 p.m.

CONSENT ITEMS

Mayor Franklin said that Consent Items 5, 6, 8, 9, 10 and 11 are pulled.

1. Approval of Minutes – Special Meeting – 04/28/15 *(Closed Session)*

Recommendation: That the minutes of the Special Meeting of April 28, 2015 be approved.

2. Approval of Minutes – Regular Meeting – 04/28/15

Recommendation: That the minutes of the Regular Meeting of April 28, 2015 be approved.

3. Ordinance No. 1486, 2nd Reading: An Ordinance of the City Council of the City of Banning, California, Approving a Categorical Exemption and Amending Chapter 5.52 (Shopping Cards) of Title 5 (Business Licenses and Regulations) of the Banning Municipal Code.

Recommendation: That Ordinance No. 1486 pass it second reading and be adopted.

4. Policy Governing Donations to the City

Recommendation: Approval of the administrative policy governing donations of cash, goods, or services to the City.

7. Resolution No. 2015-34, Accepting the Interest in Real Property conveyed from the Amos J. Mathewson Trust dated November 13, 2007, for Assessor's Parcel Numbers (APN) 540-202-002 (260 W. Ramsey Street), 540-202-003 (60 S. 3rd Street), and 540-204-009 (33 S. San Gorgonio Ave.)

Recommendation: That the City Council adopt Resolution No. 2015-34.

Motion Welch/Moyer to approve Consent Items 1, 2, 3, 4 and 7. Mayor Franklin opened the item for public comments; there were none. **Motion carried, all in favor.**

5. Selection of Financial Advisor and Approval of Contract.

6. Selection of Bond/Disclosure Council and Approval of Contract.

Dean Martin, Interim Administrative Services Director gave the staff report on this item as contained in the agenda packet.

He said that Request for Proposals were issued to seven firms and only one firm responded and he thinks part of that is the timing in that they are trying to move this along quickly and the reason for that is to take advantage of the rates and there is some concern that with some strength being shown in the economy that the Feds will begin to increase interest rates potentially and the more the rates increase the less the savings so they are trying to move as quickly as they reasonably can to get this to the market. He said that actually three responded to the City but two of them responded that they couldn't respond to the RFP because of time constraints so in the end one firm responded and that was Urban Futures. The nice thing about that is that we already have a history with that firm and they have assisted the City will all of our Successor Agency items and have really done a good job. For the two bond issuances the amount that they are recommending for their contract would be $74,506.00. The reason staff asked that this be pulled is that in the interim staff has taken another look at the Wastewater Bonds and at first they had determined that because there was little or no savings it wasn't worth going forward with and that still may be the case but because it is so close there have been points in times when potentially there was a savings doing that so they wanted to at least have the ability to be able to move forward on those Wastewater Bonds as well so in talking with Urban Futures staff discussed with them and negotiated with them an additional $25,000, if Council approves, if we do the Wastewater Bonds. Again, that is an "if" and staff will watch the market and if it looks like there are saving there, then staff will move forward. Obviously any savings we can achieve ultimately will help us on our rates. Staff would like to change the "not to exceed amount" from $75,506.00 to $99,506.00. So the recommendation would be to approve the attached contract for Financial Advisory Services for an amount not to exceed $99,506.00 including expenses not to exceed $3,000 for Urban Futures, Inc.

Mayor Franklin clarified that is specifically so that you could include the Wastewater. Interim Director Martin said yes.

There were Council questions and staff dialogue in regards to the number of firms responding, how RFP's were sent out, public advertising, increase in interest rates, and the amount of Wastewater bonds.

Mayor Franklin opened the item for public comments.

Don Smith commented on Consent Items 5 and 6. He said that obviously a quarter point take at the Fed would greatly eat way more than $100,000.00 out of our anticipated pocket so you would want to act before they do that and if they do that, they are likely to do it before the election period if they are going to do it. He thinks this is a great idea and wanted to make certain that we have also looked at whether or not we should be doing the same thing to the Redevelopment bonds.

Interim Director Martin said that staff will look at that also.

Mayor Franklin asked Interim Director Martin if he was addressing both Consent Items 5 and 6.

Interim Director Martin said for the same reason for Bond Counsel. They did receive two proposals back on that item and they are recommending Norton Rose Fulbright and they have worked with the City before and really did an excellent job in responding. But again, because we may do the Wastewater bonds they are asking to increase that one by $50,000.00 so that would increase from $152,500.00 to $202,500.00 as a not to exceed amount. The other $50,000 will be only if we do the Wastewater bonds and there was also a real discount on the paperwork for the legal documentation for the Wastewater bonds.

Mayor Franklin opened the item for public comment and said that Don Smith had already commented on this item. She closed the item for further public comments.

Motion Welch/Peterson to approve Consent Item No. 5, approving the contract for financial advisory services for an amount not to exceed $99,506.00 (including expenses not to exceed $3,000) for Urban Futures, Inc. Motion carried, all in favor.

Motion Welch/Peterson to approve Consent Item No. 6, approving the contract for bond/disclosure counsel services with Norton Rose Fulbright for an amount not to exceed $202,500.00 (includes expenses in an amount not to exceed $2,500) for Norton Rose Fulbright US LLP. Motion carried, all in favor.

Councilmember Peterson left the dais at this time because he has a conflict of interest with Consent Item No. 8 because his residence location is covered by this Landscape Maintenance District.

8. Resolution No. 2015-35, Renewing the Contract for the Operation and Maintenance of the City of Banning Landscape Maintenance District ("LMD") No. 1.

Councilmember Peterson left the room because of a conflict of interest because of his residence location.

Acting Director Vela gave the staff report on item as contained in the agenda packet.

There were Council questions and staff dialogue in regards to maintenance of Area 7 in the past and what can be done, why the amount collected is over the amount needed, possibly dropping the amount of the assessment, and why there is no cost of living increase.

Mayor Franklin said as we talk about being more water wise can we do a combination of both soft and hard scape in the design and would it be possible. Acting Director Vela said absolutely.

Mayor Franklin opened the item for public comments; there were none.

Motion Moyer/Miller to approve Consent Items 8 to adopt Resolution No. 2015-35, Renewing the Contract for the Operation and Maintenance of the City of Banning Landscaping Maintenance District ("LMD") No. 1 with Artistic Maintenance, Inc. of Lake Forest, CA in the amount of $71,440.00 for Fiscal Year 2015/16. Motion carried.

9. Resolution No. 2015-39, Approving the Reprogramming of Community Development Block Grant Funds for Construction of Lions Park Accessibility Upgrades.

Acting Director Vela gave the staff report as contained in the agenda packet.

There was Council questions and staff dialogue in regards to the amount allocated to Repplier Park, review of item by Parks and Recreation Commission, and time frames for construction.

Mayor Franklin opened the item for public comments.

Don Smith said that he is assuming the Council has seen the settlement agreement because the public has not seen it and he is assuming the Council has approved the agreement although he has never heard that disclosed. Apparently someone filed an ADA claim and he doesn't know who, doesn't know what the claim was, doesn't know what the settlement was, never heard the Council discuss it, and never heard the settlement revealed to the public. He said he has no idea why this can't wait until it is ran by the Parks Commission first and hopefully they will see all of that data because without knowing what the settlement is he doesn't know how reasonably this is or isn't but knows that those other parks desperately need that thing and he knows that there was money left over in Repplier Park but he also knows that the parking lot was never completed so that job was halfway done.

Mayor Franklin closed the item for public comments.

Mayor Franklin asked if we know what we can or cannot disclose. Is it confidential in regards to the settlement?

Deputy Human Resources Director Chapparosa said we had a claim against the City in regards to an ADA non-compliant access to get into some of the area in the park. That person had an attorney represent her so with that the agreement was to pay the claimant a certain amount and then be compliant by March 2016. So the agreement was to be compliant for ADA access for this person to be able to go to the park and have access to some of the games and the restrooms. The City did have professionals do an assessment in regards to the park and they said that we are non-compliant in many areas and it will cost approximately $250,000 to $260,000 in order to be in compliance. She said that the City also did some other assessments like Repplier Park and that will be brought up to par because we are not in compliance. So it is urgent that we get this done in a timely manner.

There was some Council and staff dialogue in regards to where do you draw the line with these types of complaints from the public in being ADA compliant and also in regards to people filing these types of lawsuits and business owners being able to fight back.

City Attorney said that there are people that make a profession out of looking for violations of handicap accessibility requirements and there are attorneys that handle those claims and they are very widespread. But if there is a violation, there is a violation. Just because somebody has filed other claims in the past doesn't mean that we don't have to correct the situation. We don't know if this person falls into that category but there are certainly those people out there.

Motion Welch/Miller to approve Consent Items 9, adopting Resolution No. 2015-39, approving the reprogramming of Community Development Block Grant Funds for Construction of Lions Park Accessibility Upgrades. Motion carried, all in favor.

10. Approve the Settlement Agreement and General Release Between the City and Former City Manager Andrew Takata.

City Attorney gave the staff report as contained in the agenda packet.

Councilmember Miller said there has been so much discussion in the newspaper and by public comments here about the settlement and all sorts of statements about how much the City is paying and he would like to emphasize and have the City Attorney repeat that what we are paying Mr. Takata is what is specifically in his contract as a severance salary and the City is not paying any additional fee and is that correct.

City Attorney said yes and he would repeat that at the time that there was a separation of service with Mr. Takata we had agreed to pay the severance amount that was in his contact for $275,000.00. Nine months later that is the amount we are still paying and the additional amount is being pay by ERMA (Employment Risk Management Authority); it is basically a cost of defense. Even though thus far we have been successful in the litigation the matter can be refilled and can continue and ERMA made a business judgement that they would rather pay the $159,000 because they would spend more than that in the continued litigation.

Councilmember Miller said we don't care what the insurance company decides as long as our rates are not going to be increased and there is no indication whatsoever that our rates will be increased by whatever the insurance company decides to do. City Attorney said that was correct.

Councilmember Miller said as he understands it Mr. Takata's lawyer fees are essentially what the insurance company is paying. City Attorney said yes and at one point in time in this lawsuit we had former employers Mr. Purvis, Mr. Takata and Mr. Burk there was some significant discovery that was occurring in there and he thinks the majority, if not all the additional ERMA payment is as he understands it is going to pay the legal fees that were incurred.

Councilmember Miller asked if this Council has given any contracts with severance pays approaching that amount.

City Attorney said there has been no new City Manager contacts since that time. He understands the financial concerns that exist and if you went around to different cities you could find a wide array of approaches probably most of which you would find unsatisfactory.

Councilmember Miller said that Mr. Takata, our City Manager for a city of 30,000 people his salary was far greater that the salary of Governor Jerry Brown and his salary was just increased by 3% to $183,000 and the salary that Mr. Takata got he believes was $245,000. The only reason he mentions that is that as far as he is concerned this Council has to very seriously consider when we do give contracts to recognize that our city has a very low economic value and the average income of the people in this city does not support paying such enormous salaries.

Councilmember Peterson said he understands what the lawyers have done but he does not agree. It is just an outrageous amount of money and he understands the philosophy and the purpose but he just doesn't agree.

Mayor Franklin opened the item for public comments; there were none.

Motion Miller/Welch to approve Consent Item 10, to approve and authorize Interim City Manager Jim Smith to execute the Settlement Agreement and General Release between the City and former City Manager Andrew Takata, and Resolution No. 2015-43, Requesting Authority for Appropriation of Funds for the Payment of the Settlement Agreement and General Release Between the City and Former City Manager Andrew Takata. Motion carried 4/1 with Councilmember Peterson voting no.

11. Approve the Settlement Agreement and General Release Between the City and Current Public Works Director Duane Burk.

City Attorney gave the staff report as contained in the agenda packet.

Councilmember Miller emphasized that the amount that was approved is the amount that is specified by Mr. Burk's contract. City Attorney said that was correct.

Mayor Franklin opened the item for public comments.

Don Smith addressed the Council stating that obviously you should approve the settlement agreement but he feels obliged after 27 years with the City of Banning just to have somebody stand up here and tell you that you have made a huge mistake. You have lost an asset of this City; somebody with great knowledge especially when dealing with the flume and its negotiations. He understand that Mr. Burk is gone, understands that he is not coming back and understands that his contact says that for every year he stayed he got another month's worth of salary and since he signed his contact ten years ago he is up to a year's worth of salary. For a profession that is not unusual to grant somebody with that length with the City that kind of a severance although for taxpayer money he would agree with Councilmember Miller that it is a hard pill to swallow because it is going to come out of the General Fund. But he would have to say that Duane was one of the best employees we have ever had; you've made a mistake.

Mayor Franklin closed public comments.

Motion Moyer/Miller to approve Consent Item 11 to approve and authorize Interim City Manager Jim Smith to execute the attached Settlement Agreement and General Release between the City and current Public Works Director Duane Burk. Motion carried 4/1 with Councilmember Peterson voting no.

JOINT MEETING

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

CONSENT ITEM

1. Resolution No. 2015-06 UA, Approving the Construction of Modifications to Well No. 25 and Associated Cost Share

Councilmember Moyer said we are doing Well No. 25 which is one of the wells that we need to do the Chromium 6 on and is this kind of a test case for us.

Acting Director Vela said yes. This is a well that is co-owned between the City of Banning and Beaumont Cherry Valley Water District and they were a little bit ahead of us in respect to them doing the Chromium 6 Dynamic Testing. In a way it is a test run for the City of Banning and we are going to see how it works and how much production loss we can expect. So if we do decide to take this approach with our wells, then we will at least have a better idea going into it what we can expect.

Mayor Franklin asked what is the timeframe to get the results on that well.

Acting Director Vela said they have the analytical results back. In regards to the Dynamic Testing results, Beaumont Cherry Valley just recently opened up bids and will probably be going to their Board at the next meeting to approve the contract and it will probably be about a two-month project he would assume so it will probably be two to three months after they do a purchase order.

Chairperson Franklin opened the item for public comments; there were none.

Motion Miller/Peterson to approve Consent Item 1, Approving the adoption of Resolution No. 2015-06 UA, approving the construction of modifications to Well No. 5 and associated cost share in the amount of $33,233.00. Motion carried, all in favor.

Mayor Franklin recessed the joint meeting and reconvened the regular City Council Meeting.

REPORTS OF OFFICERS

1. Animal Control Services Update – Informational Report
(Staff Report – Alex Diaz, Chief of Police)

Chief Diaz addressed the Council stating that this is an informational report; very basic. He wanted to provide information so he based it off Fiscal Year 2006 up until the current contract with the City of Beaumont just to give you an idea of what of the costs that our City has incurred for animal control services. We are looking and an increase of $15.00 through the contract with the City of Beaumont. He said that he has a meeting scheduled with Chief Coe of the City of Beaumont and he is also scheduling some other meetings to be able to provide Council and the citizens of Banning some better solutions.

Mayor Franklin asked Chief Diaz if he had any idea of when he will be coming back to the Council with some options.

Chief Diaz said within a couple of months but in the meantime we still have the contract with Beaumont.

Councilmember Peterson asked if we were going on a month to month with Beaumont or how are we proceeding.

Chief Diaz said he believes the way the contract was initially set up was a yearly contract with an automatic renewal through June and then it will renew for another year.

Councilmember Peterson asked Chief Diaz if in June he could speak with Chief Coe about going month to month.

Chief Diaz said that is one of the items that he will bring up with Chief Coe. The only reason they are sitting down to negotiate the contract this year is because of the increase per call. We went from the $30.00 a call initially when the contract was set up to $50 and now it is going up to $75.00 per call.

Mayor Franklin said that she and Chief Diaz were at the Beaumont City Council meeting when this item was brought up and the provider that they are using is not increasing their service costs.

Mayor Franklin opened the item for public comments; there were none.

2. Selection of City Auditor
(Staff Report – Dean Martin, Interim Administrative Services Director)

Interim Director Martin gave the staff report as contained in the agenda packet. Staff is recommending the firm of Lance, Soll, and Lunghard, LLP. The contract amount is for three years and the fiscal impact covers the first year of the three years so the remaining amount would be budgeted in future budget actions by this Council.

Councilmember Miller said since you said it would be normal to change auditors every five years and you have had this partner for three years why do you have an additional three-year contract.

Interim Director Martin said after two years when they reach that fifth year point and you decided you want to retain them after the three years, they would have to change partners.

Mayor Franklin opened the item for public comment; there were none.

Motion Welch/Moyer that the City Council approve the selection of Lance, Soll, and Lunghard, LLP, as the City's external auditors for the audit periods covering June 30, 2015 through June 30, 2017 (with the option of extending through June 30, 2020), and authorize the City Manager to execute the attached contract for a three-year total of $175,872. Motion carried, all in favor.

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

City Council

Councilmember Moyer –

- Reported that the Budget and Finance Committee has met and discussed a lot of the issues that were on the agenda tonight regarding the financing of the bonds. The Airport subcommittee also met this month and one of the things they have done was to make some recommendation that they hope will balance its budget and the airport is budgeted to lose about $40,000 this year so they made some suggestions to see if they can alleviate that. They are also looking into ways to either making the airport more self-supporting and will be getting back to the Council.

Mayor Franklin –

- At the last WRCOG (Western Riverside Council of Governments) meeting they received some information about the health statistics of our community and she will be passing that information out to the Council. She will also be working with Director Meraz who has been working on our healthy movement for our city because we have some issues especially having to do with our obesity rates, the health of our young people with asthma and other areas as well.
- She attended the Southern California Association of Government (SCAG) conference last week. She said that we received their local profile which is 22 pages which they do specifically on the demographics of our community. Each Council Member will be receiving a copy of that report and it is also on the SCAG website. They do every city within the SCAG territory which is 190 cities so you can look on-line and you can look at different demographics for our city and compare us to other cities and they do this every two years. They also had some speakers and one of the areas she went talked about housing and the drought and one of the comments made was in regards to is it really reasonable to be building new housing at this time when we are talking about the drought. Steve PonTell with the Renaissance Center spoke about why it is important to continue building housing and said the houses is not what uses water; it is the people and the people are already here. New housing uses 30% to 50% less water than traditional homes that are 50 to 60 years old. The people who are living in the houses now we already have high density because we have two and three families living in multiple houses. So his point is that we need to increase our housing so that people are able to live in less density and they are able to help pay the way for the infrastructure because the infrastructure right now is cramped because the people who are two and three families in a house are using more infrastructure than what was actually built for the size of the families that are actually living there now. They also heard about the drought and that there are people looking for ways to bring water to the area.
- She shared that she spoke to two business men that really wanted to convey their compliments to the staff because they had to come to city hall and one was doing a new business and one was expanding his business and they both said that staff was excellent to work with and they didn't have any problems at all.
- She also had another person come to speak with her about the restrooms in the parks over the weekend and we do now have staff that comes out on the weekends and they replenish the restrooms and kind of clean up the trash at the parks and this was a person that had attended a memorial Saturday and she thought it was Ruben who was the person who was there and he did a very commendable job in making sure the restrooms were clean and the trash was cleaned up.

City Committee Reports - None

City Attorney Report – Nothing at this time to report.

Reports by Staff

Acting Public Works Director addressed the Council stating that Mayor Franklin scratched on the surface of our current drought situation. As you are probably aware on April 1, 2015 Governor Jerry Brown issued an Executive Order to address his concerns with the drought. Last Tuesday the State Water Resources Control Board adopted regulation that meets the Governor's goals. The next step for that regulation is that it goes to the office of law and administration and believes that there is ten days to approve that regulation so he is expending by the end of the week that we should get word that the regulations that the State adopted are now approved. The Governor's Executive Order has a goal of reducing potable use in California by 25% and identifies all the goals that he wants California to meet and it is up to the State Water Resources Control Board to develop actionable regulations that says these are the things local agencies and cities have to do. He said that they have started to develop an outreach campaign so the public should be expecting something very soon from the City. In additional to that at the upcoming City Council meetings they will present a recommended ordinance for conserving water. It is his opinion that the State regulation doesn't necessarily provide the tools to meet the requirements that are put on the cities. For example, the State Board has broken up all the cities into 9 different tiers and it is dependent on the residential per capita water use, per day gallon use per capita and they have put Banning in tier 8 which is requiring the City of Banning to reduce potable reduction by 32%. So although there are some tools in the State regulation our ordinance has to have some more enforceable actions to make sure at the end of the day that we are in compliance with that 32%. It is still in development but the Council can expect something soon from staff.

Mayor Franklin said that there will be a Pass Area Summit on Thursday and one of the topics is Water, Transportation and Economic Development.

ITEMS FOR FUTURE AGENDAS

New Items

Councilmember Peterson said he would like staff to prepare a report to revisit the Romo contract and he would like to have that pooled with the original intent of having the Assistant Planner for the Rancho San Gorgonio Project with the $64,000 dollar cap and then with the addendum to the $100.00 per hour for additional services.

There was a consensus of the Council to have a report prepared.

Councilmember Miller said currently the City Manager has the authority to give a contract of $25,000 and he thinks it is worth discussing whether or not we should reduce that so the City Council has more control over the finances.

Councilmember Peterson would like to discuss the Consent Items. Somewhere along the line he thinks that consent items are something that went to the City Manager or the Mayor when they are preparing the agenda and it is something that should go through without controversy and without pulling items. However it is pretty hard to sign off on a contract for $100,000 or in one

case $2 million dollars on the forty acres out by the airport that was on a Consent Item as well. He thinks that we should limit to a certain amount the dollar figure on the Consent Item and not have these huge figures that we have on there to sign off on and it is obvious that we are pulling them anyway and so we are going to pull these items that have these huge numbers and we are going to discuss them and have staff prepare a report for them and the public has a right to know. But he doesn't think that any of them (the Council) should ever be signing off on a two million dollars piece of property or $100,000 or $200,000 contract without discussion so those items should go into a staff report and not necessarily consent items.

Mayor Franklin clarified so you want us to look at our Consent Calendar policy. Councilmember Peterson said yes.

Councilmember Miller said that Mr. Don Smith right after the last election pointed out that there were no debates whatsoever at that election and that is a vital part of democracy and the City should somehow have a policy or get involved in ensuring that we do have debates.

There was a consensus of the Council to have a report prepared.

Pending Items:

1. Discussion regarding City's ordinance dealing with sex offenders and child offenders. *(6/2015)*
2. Discussion regarding Animal Control Services *(7/2015)*
3. Golf Cart Lanes *(4/28/15)*
4. Discussion regarding change in time for Council Meetings *(4/28/15 – Part 2 – Goals)*
5. Fee Study
6. Discussion on how to handle/address upcoming Legislation

Mayor Franklin said that we are going to adjourn this portion of our meeting in memory of former City Treasurer Audrey Murphy Nathan and City Employee Miguel Mariscal.

Mayor Franklin announced that the City Council will reconvene to closed session at 7:30 p.m.

City Attorney stated that the closed session items will be all the closed session items he stated before that were not covered earlier.

Mayor Franklin opened the closed session items for public comments; there were none.

ADJOURNMENT

By common consent the meeting adjourned at 7:22 p.m. in memory of Audrey Murphy Nathan and Miguel Mariscal.

_____

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.

RECEIVED
MAY 5 2015
By City Clerk's Office

Dear Banning City Council and Leadership:

My name is Dan Hassey, and I'm a resident of Banning, and a homeowner in the Serrano Del Vista (SDV) retirement community next to Sunset Ave, on the west side of Banning.

The main purpose of this letter to shine a light on the danger, safety issues caused by the railroad construction on Sunset Ave, and Union Pacific Railroad (UNP) parking its trains on 22nd St.

There are two safety issues near Sunset:

1. There are many seniors (our neighbors) with fragile health that if they needed medical attention/ambulance, they could die waiting for care or an ambulance because Sunset and 22nd St. are blocked.
2. There are many residents who are pedestrians in the area that need to walk from the south of the 10 freeway (residential area) to the north of the freeway (stores, eating establishments, Citibank, businesses…) including: mothers and their children: teenagers and young people walking, on skateboards, and bikes; and seniors including myself. Attached is a map.

We're forced to walk around the construction area. A 15 minute walk to the stores, bank has turned into 40 minutes. **What makes the journey DANGEROUS is Union Pacific trains will park in the middle of the next railroad crossing, street (22nd Street). This is after we've walked 20 minutes, halfway of our walk to stores.**

The extra journey caused by the parked trains is sometimes in extreme heat in the summer or rain this last winter. We had to deal with this last summer. As we all know it does get to be over 100 degrees here in Banning. The extra walk could cause heat strokes and dehydration, both are serious health issues that could lead to death.

Last summer, some of us climbed over the parked trains to avoid the debilitating heat and because walking around the train is a very long walk. Nature's law of "the path of least resistance" tells us from atoms to elephants nature will seek the path that is the easiest and fastest. For residence in this area (including myself), this means we will climb over the parked trains, saving us from the heat, and saving us some time. This is dangerous and one of us could get killed.

Since last July, I have spent an inordinate amount of time talking to UNP's local staff, UNP police department to get them to stop parking on 22nd St. My efforts have fallen on deaf ears because they keep parking their trains on 22nd St.

I have attached another map that we can share with UNP to let them know where it would be safe for them to park their trains.

Because I've failed so far, I am now asking the leadership and City Council of Banning to get involved, UNP doesn't seem to listen to me. The squeaky wheel gets the grease, and collectively we need to raise our voices to UNP to make Banning safe – before one of our neighbors (or myself) is seriously injured or dies.

Best,

Dan H. Hassey

951-849-1218

CITY COUNCIL AGENDA

Date: **May 26, 2015**

TO: **City Council**

FROM: **Dean Martin, Interim City Manager**

SUBJECT: **Report of Investments for April 2015**

RECOMMENDATION: The City Council receive and file the monthly *Report of Investments.*

JUSTIFICATION: State law requires that a monthly report of investments be submitted to the Governing Legislative Body.

BACKGROUND/ANALYSIS: This report includes investments on hand at the end of April 2015. As of April 30, 2015, the City's operating funds totaled $76,825,914. Included in Successor Agency operating funds is $840,146 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Summary Schedule.

As of April 30, 2015 approximately 37% of the City's unrestricted cash balances were invested in investments other than LAIF.

The April Investment Report includes the following documents:

- Summary Schedule of Cash and Investments
- Operational Portfolio Individual Investments
- Individual Investments with Fiscal Agent
- Investment Report Supplemental Information

The attached Summary Schedule of Cash and Investments has been updated to show the rate of earnings allowance received from Wells Fargo Bank. The amount earned reduces the total amount of bank fees charged.

FISCAL DATA: The latest reports from the State indicate that the average interest achieved by the Local Agency Investment Fund (LAIF) was increased to 0.283% in April. The average rate for all investments in April was 0.392%.

RECOMMENDED AND APPROVED BY:

Dean Martin
Interim City Manager

Summary Schedule of Cash and Investments

Operating Funds				Amount	
Petty Cash				3,705	
		Interest Rate	Amount		
Bank Accounts					
Wells Fargo Bank		0.180% *	1,202,679		
Bank of America-Airport		0.020%	3,973		
Bank of America-Parking Citations		0.020%	3,258		
Bank of America-CNG Station		0.020%	3,120		
	Money Market and Bank Account Sub-Total			1,213,030	
Government Pools					
Account #1 Operating Amount	45,771,632				
Account #1 CRA Bond Cash Bal.	840,146				
Local Agency Investment Fund: Account #1		0.283%	46,611,778		
Account #2 Sucessor Agency Cash Bal	0				
Local Agency Investment Fund: Account #2		0.283%	0		
	Government Pool Sub-Total			46,611,778	
	Operating Cash Balance				**47,828,514**
Restricted Operating Funds					
Riverside Public Utilities- Highmark U.S. Government Money Market Fund		0.010%			**1,093,228**
Calfornia ISO Corp- Union Bank					**100,203**
Worker's Compensation Program- (PERMA)					**1,871,470**
Other Investments					
Investments-US Bank/Piper Jaffray - See Page 2		0.598%			**25,932,500**
	Operating Funds Total				**76,825,914**

Fiscal Agent	Amount	
US Bank	35,997,682	
Fiscal Agent Total		**35,997,682**

** Rate of earnings allowance received, offsets analyzed bank charges.*

City of Banning Investment Report

April 30, 2015

Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Date	Discount or (Premium) Amortization	Market Value
Bank Accounts								
1,202,679	Wells Fargo Bank-Operating	n/a	0.18%	daily	varies	1,202,679	n/a	1,202,679
3,973	Bank of America-Airport	n/a	0.02%	daily	varies	3,973	n/a	3,973
3,258	Bank of America-Parking Citations	n/a	0.02%	daily	varies	3,258	n/a	3,258
3,120	Bank of America-Parking Citations	n/a	0.02%	daily	varies	3,120	n/a	3,120
	Sub-total							1,213,030
Government Pools								
46,611,778	L.A.I.F. account #1	n/a	0.283%	daily	varies	46,611,778	n/a	46,611,778
0	L.A.I.F. account #2	n/a	0.283%	daily	varies	0	n/a	0
								46,611,778
Investments-US Bank/Piper Jaffray								
1,000,000	FHLMC Mtn	n/a	0.570%	6/20/2016	6/6/2013	1,000,000		999,500
1,000,000	FNMA	n/a	0.750%	12/19/2016	6/19/2013	1,000,000		1,000,710
2,000,000	FHLMC Mtn	n/a	0.375%	6/24/2016	12/24/2013	2,000,000		2,000,560
2,000,000	FHLMC Mtn	n/a	0.500%	6/27/2016	12/27/2013	2,000,000		1,998,580
2,000,000	FHLMC Mtn	n/a	0.750%	12/27/2016	12/27/2013	2,000,000		2,001,560
2,000,000	Federal Home Loan Bks	n/a	0.700%	12/27/2016	3/27/2014	2,000,000		2,001,880
2,000,000	Federal Home Loan Bks	n/a	0.900%	3/27/2017	3/27/2014	2,000,000		2,001,280
2,000,000	Federal Home Loan Bks	n/a	0.500%	7/15/2016	4/15/2014	2,000,000		2,001,800
1,700,000	FHLMC Mtn	n/a	0.700%	12/30/2016	6/30/2014	1,700,000		1,699,847
2,000,000	FHLMC Mtn	n/a	0.750%	2/28/2017	11/28/2014	2,000,000		2,000,940
2,000,000	FHLMC Mtn	n/a	0.800%	5/26/2017	11/26/2014	2,000,000		2,000,900
2,000,000	Federal Home Loan Bks	n/a	1.200%	5/24/2018	11/6/2014	2,000,000		1,995,200
4,229,743	Money Market	n/a	0.010%	daily	varies	4,229,743	0	4,229,743
	US Bank/Piper Jaffray Average Rate=		0.598%					25,932,500

Average Rate All= 0.392%

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 January 13, 2015. 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 184 days and does not include Bond Reserve Fund Investments.

City of Banning Investment Report

April 30, 2015

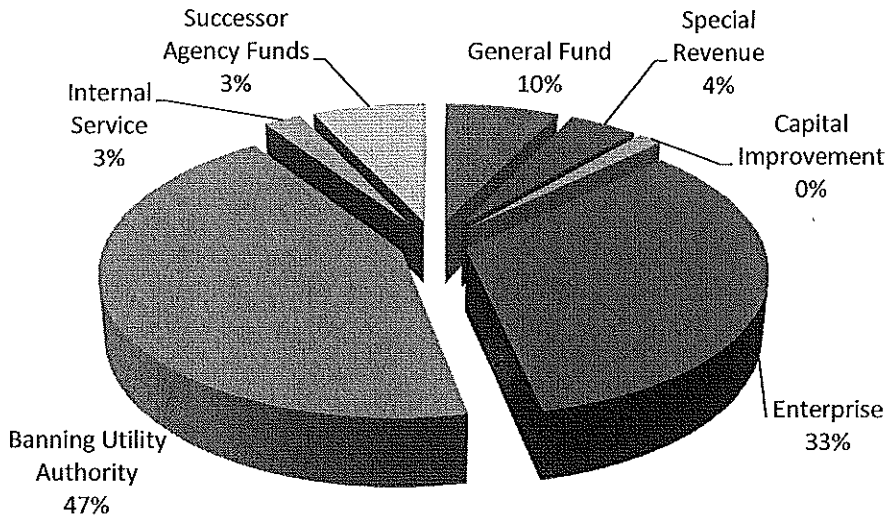
Individual Investments with Fiscal Agent

TRUSTEE Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Reserve Bond Maturity Date	Minimum Reserve Requirement	Apr-15	4/30/2015 Market Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A							
2005 Fair Oaks Ranch Estates	2035	US Bank Mmkt 5-Ct	0.020%	daily	188,024	3.82	223,061
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION, SERIES 2003							
2003 CRA Tax Allocation Bonds	2028	U S Treasury Bill	4.61%	1/29/2015	971,250		991,386
		US Bank Mmkt 5-Ct	0.020%	daily		0.35	20,792
		US Bank Mmkt 5-Ct	0.020%	daily		4.25	250,013
Surplus Fund		US Bank Mmkt 5-Ct	0.000%	daily			12
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007							
Redevelop Fund	2037	US Bank Mmkt 5-Ct	0.020%	daily		141.56	8,333,633
		US Bank Mmkt 5-Ct	0.000%	daily			0
		US Bank Mmkt 5-Ct	0.200%	daily		6.37	375,012
Reserve Fund		US Bank Mmkt 5-Ct	0.020%	daily	1,875,100	31.85	1,875,224
Special Fund		US Bank Mmkt 5-Ct	0.000%	daily			10
Surplus Fund		US Bank Mmkt 5-Ct	0.000%	daily			11
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 5-Ct	0.020%	daily			198,167
Principal Account		US Bank Mmkt 5-Ct	0.000%	daily			4
		US Bank Mmkt 5-Ct	0.200%	daily		55.48	3,266,311
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES							
Interest Account		US Bank Mmkt 5-Ct	0.000%	daily			1,154,411
Principal Account		US Bank Mmkt 5-Ct	0.000%	daily			21
Reserve Fund		US Bank Mmkt 5-Ct	0.020%	daily	2,310,738	39.26	2,311,064
Project Fund		US Bank Mmkt 5-Ct	0.020%	daily		27.22	1,602,389
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES							
		US Bank Mmkt 5-Ct	0.000%	daily			12
		US Bank Mmkt 5-Ct	0.020%	daily	2,672,050	45.39	2,672,361
Acquisition & Construction		US Bank Mmkt 5-Ct	0.020%	daily		216.13	12,723,788
*Paid Semi-Annually-Deposited into Money Mkt Account				**Total**		**571.68**	**35,997,682**

City of Banning
Investment Report Supplemental Information

Pooled Cash Distribution

Investment reports for cities typically do not include the cash balance of the individual funds that make up the total pooled cash. This is primarily due to timing differences between when investment reports are prepared and when month end accounting entries are posted. Investment reports are usually prepared first. However, the pie chart below provides an understanding of the percentage distribution of the investments by fund type. The percentages were calculated using the average cash balances from the twelve month period of April 2014 to March 2015. *(The percentages will be updated quarterly.)*



The Table below describes the funds that are included within the Fund Types used for the pie chart.

Fund Type	Description of Funds
Governmental	General Fund
Special Revenue	Restricted Funds (i.e. CFDs, grants)
Capital Improvement	Development Impact Fee funds
Enterprise	Airport, Transit, Refuse, Electric
Banning Utility Authority	Water, Wastewater, Reclaimed water
Internal Service	Risk Management, Fleet, IT, Utility Services
Successor Agency Funds	Previously called Redevelopment Agency

Summary Schedule – Line item descriptions

Petty Cash –

The City maintains petty cash in various departments for incidental purchases. This line item includes the cash drawers for cashiering in utility billing.

Bank Accounts –

When reviewing the *Report of Investments,* please keep in mind that the balances shown on the *Summary Schedule of Cash and Investments* for bank accounts are "statement" balances. They reflect what the financial institution has on hand as of particular date and lists on their statement. They are not "general ledger" balances. General ledger balances reflect all activity through a particular date (i.e. all checks that have been written and all deposits that have been made) and is what we show on our books (the general ledger). The general ledger balance more accurately reflects the amount of cash we have available.

It should be noted that statement balances and general ledger balances can differ significantly. For example – on June 30th the statement balance for Wells Fargo Bank could show $1,000,000, however, staff may have prepared a check run in the amount of $750,000 on the same day. Our general ledger balance would show $250,000, as the Wells Fargo statement does not recognize the checks that have been issued until they clear the bank.

For investment decisions and cash handling purposes staff relies on the balance in the general ledger. Staff does not invest funds that are not available. Sufficient funds must be kept in the bank accounts to cover all checks issued.

- Wells Fargo Bank – This is the City checking account. All cash receipts, payroll and accounts payables checks are processed through this account. Balances fluctuate based on activity and cash flow needs. As excess funds accumulate, they are transferred to LAIF to increase earnings. The Summary Schedule of Cash and Investments shows the rate of earnings allowance received from the bank. The amount earned reduces the total amount of bank fees charged.
- Bank of America – Airport – The City maintains a Trust account for credit card purchases made at the airport. When the account balance exceeds $3000, excess funds are transferred to the Wells Fargo Bank account.
- Bank of America – Parking Citations – The City maintains a Trust account for the processing of parking citations through Turbo Data. When the account balance exceeds $3000, excess funds are transferred to the Wells Fargo Bank account.
- Bank of America – CNG – The City maintains a Trust account for credit card purchases of CNG fuel made at the City yards. When the account balance exceeds $3000, excess funds are transferred to the Wells Fargo Bank account.

Summary Schedule – Line item descriptions – Cont.

Government Pools –

- Local Agency investment Fund – Account #1
  - This account includes both City pooled funds and a restricted cash balance related to the CRA bonds. Investments in LAIF are limited to $50M.
- Local Agency investment Fund – Account #2
  - There is currently no balance in this account.
  - Note: When the State established the cutoff date of January 31, 2012 for the elimination of the Redevelopment Agency, LAIF staff recommended a transfer of the available balance from the CRA account to the City account to protect the funds from a rumored State raid or freezing of the funds.

Restricted Operating Funds at Riverside Public Utilities –

The City Electric operation has an agreement with Riverside Public Utilities (RPU) to purchase power for the City. Part of the agreement requires that the City maintain a balance in the trust account used by RPU. The City does not control the investments or earnings of the trust account.

Restricted Operating Funds at California ISO-

The California ISO facilitates the purchase and sale of the City's electricity. The City participates in periodic Congestion Revenue Rights (CRR) auctions to acquire financial hedges for transmission congestion. In order to participate in the CRR auctions the City was required to have a secured form of financial security in the amount of $100,000. A cash deposit was placed with Union Bank in March, 2012 to meet the requirements. The account is an interest bearing collateral account.

Restricted Operating Funds at PERMA-

The City participates in a JPA with the Public Entity Risk Management Authority (PERMA), who provides administration for the City's worker's compensation insurance program. PERMA requires the City to deposit funds into an account used by PERMA for the payment of worker's compensation claims. The City does not control the investments or earnings of this account.

Other Investments –

Currently the City works with a Piper Jaffray broker to make various investments per the City policy and in accordance with State guidelines. The Broker is not on retainer, nor do they receive a City paid fee with each investment. Funds in the Money Market fluctuate as securities mature or get called. Staff is in the process of investing the Money Market funds over several months. We will be adding an additional broker to provide more investment options.

Fiscal Agent / US Bank –

Unspent bond proceeds and required bond reserves are invested by the Fiscal Agent in accordance with the bond documents.

CITY COUNCIL AGENDA
CONSENT CALENDAR

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Rita Chapparosa, Deputy Human Resources Director**

SUBJECT: **Adopt Resolution No. 2015-36 and 2015-37, the Memoranda of Understanding between the City of Banning and the International Brotherhood of Electrical Workers Local 47- General Employees Unit and the Utility Employees Unit, respectively**

RECOMMENDATION: Adopt Resolution No. 2015-36 and 2015-37 approving the Memoranda of Understanding between the City of Banning and the International Brotherhood of Electrical Workers Local 47, General Employees & the Utility Employees setting forth the complete negotiated terms and conditions of employment for the IBEW represented employees.

JUSTIFICATION: Section 3505.1 of the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) provides that if a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, 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 current Memoranda of Understanding between the City and the International Brotherhood of Electrical Workers Local 47 ("IBEW") representing the General Unit employees and the Meter Reading, Electric and Water Utility Unit employees was originally set to expire June 30, 2014. IBEW representatives commenced negotiations on successor Memoranda of Understanding beginning April 21, 2014. The City and IBEW thereafter agreed through contract amendments to extend those Memoranda to no later than June 30, 2015 while the parties continued extensive negotiations over the successor Memoranda of Understanding.

The parties eventually reached negotiated and IBEW ratified deal points for successor Memoranda that included a two percent (2%) lump sum one-time non-recurring payment of the annual base pay rate for FY 2014-2015 on the next full pay period following adoption of the ratified and fully executed MOU by the City Council along with a $750 lump sum cafeteria plan allowance payment for FY 2014-2015. All IBEW represented Unit members will then receive a cost of living salary increase of 3% of base pay and an increase in the Cafeteria Plan to $1,200 effective the first full pay after July 1, 2015 for FY 2015-2016.

Under the IBEW Utility MOU 2015-2017, the positions of Powerline Technician, Powerline Crew Supervisor, Substation Test Technician, Meter Test Technician and Senior Electric Service Planner shall receive a $5,000 retention bonus on the last pay period of fiscal year 2014-2015. An additional $5,000 retention bonus payment will be given to the same electrical classifications still employed on June 30, 2016 and payment will be paid out on the following pay period.

There were other language changes that are included in the attached MOU's. Notably, these included, but are not limited to, the negotiation of the City's right to implement 5/8, 4/10 and/or 9/80 work week schedules at the City's discretion.

FISCAL DATA: The cost to pay the salaries and benefits for fiscal year 2014-2015 in the General Fund would be $59,196 and $226,481 to the other funds. In 2015-2016, the cost for the General Fund is $160,462 and $479,954 other funds.

RECOMMENDED BY:

Rita Chapparosa
Deputy Human Resources Director

APPROVED BY:

Dean Martin
Interim City Manager

Attachments:

1. Resolution No. 2015-36 – Approval of Memorandum of Understanding between the City of Banning and the IBEW – General Employees Unit
2. Resolution No. 2015-37 – Approval of Memorandum of Understanding between the City of Banning and the IBEW – Unity Employees Unit

RESOLUTION NO. 2015-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS-LOCAL 47 GENERAL EMPLOYEES UNIT

WHEREAS, the City of Banning has recognized the International Brotherhood of Electrical Workers – Local 47 ("IBEW") as the employee organization representing the General Unit employees; and,

WHEREAS, the prior Memorandum of Understanding (MOU) between the City and IBEW originally expired on June 30, 2014 but was extended by amendment until June 30, 2015; and

WHEREAS, the City and IBEW have successfully met and conferred to negotiate a successor IBEW General Unit MOU 2015-2016 for the period of May 26, 2015 through June 30, 2016 pursuant to the Meyers-Milias-Brown Action ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution NO. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that if a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, 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; and

WHEREAS, once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1:

That the City Council approves the Memorandum of Understanding Between the City and the International Brotherhood of Electrical Workers-Local 47 for the General Employees Unit for the period of May 26, 2015 through June 30, 2016, a copy of which is attached hereto and by this reference made a part hereof..

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015 at Banning, California.

_____

Deborah Franklin, Mayor
City of Banning, California

ATTEST:

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

APPROVED AS TO FORM AND
LEGAL CONTENT

_____
David Aleshire, 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. 2015-37 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF BANNING

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47

GENERAL EMPLOYEES UNIT

May 26, 2015 through June 30, 2016

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47 REPRESENTING THE GENERAL EMPLOYEES UNIT FOR THE PERIOD MAY 26, 2015 THROUGH JUNE 30, 2016

ARTICLE 1 - PREAMBLE

1.1 This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the City of Banning (hereinafter referred to as the "City"), a Municipal Corporation, and the authorized representatives of the International Brotherhood of Electrical Workers -Local 47 (hereinafter referred to as "IBEW"), the recognized employee organization representing the General Employees Unit of representation (hereinafter referred to as the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500. - 3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 Recognition. The City continues to recognize IBEW as the exclusive recognized employee organization representing full time, permanent employees in the Unit 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 representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW relative to wages, hours, and other terms and conditions of employment shall become effective upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on June 30, 2016, except that if no successor MOU has been negotiated and approved by June 30, 2016, then this MOU shall extend and not be terminated until such time as a successor MOU is approved by City Council or City Council unilaterally implements its last, best and final offer after impasse procedures have been followed, whichever occurs first.

1.4 Represented Classifications. This MOU covers employees in the following classifications:

Accountant
Accountant II
Building Permit Specialist
Building Inspector
Building Maintenance Specialist
Bus Driver
Bus Driver Lead/Trainer
Buyer
Cable Services Specialist

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Code Compliance Officer
Custodian
Development Project Coordinator
Economic/Redevelopment Project Coordinator
Engineering Services Assistant
Executive Secretary
Executive Assistant
Financial Services Specialist
Fleet Maintenance Mechanic
Information Technology Coordinator
Information Technology/Media Technician
Lead Fleet Maintenance Mechanic
Lead Police Records Specialist
Lead Public Safety Dispatcher
Maintenance Worker
Motor Sweeper Operator
Office Specialist
Payroll Coordinator
Police Information Technology Technician
Police Records Assistant
Police Assistant I/II
Public Safety Dispatcher
Public Works Inspector
Receptionist
Recreation Coordinator
Sr. Building Inspector
Sr. Code Compliance Officer
Sr. Maintenance Worker
Sr. Utility Billing Representative
Utility Billing Representative
Warehouse Services Specialist
Work Release Crew Lead

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 Other Written Policies. It is understood and agreed that all such written ordinances, policies, resolutions, rules and regulations, including, but not limited to, the Personnel Rules and Regulations of the City, the Employer-Employee Relations Resolution (Resolution No. 2010-45); and the Administrative Manual of the City shall remain in effect during the course of this MOU subject to amendment or deletions as otherwise provided herein.

2.2 Past Practice. For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the Unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of

this MOU. As of the .effective date of this MOU, all past practices preexisting this MOU shall be deemed to be void and of no further force and effect.

2.3 Meet and Confer. The City and IBEW agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of City ordinances, resolutions, rules and regulations, including but not limited to, the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2010-45) and the Administrative Policies of the City and the City's Police Department, to the extent that such documents contain mandatory subjects of bargaining pursuant to the Meyers-Milias-Brown Act. Should an impasse be reached following such meet and confer sessions; the provisions of the Employer- Employee Relations Resolution (Resolution No. 2010-45) and state law will apply.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, 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 activities on behalf of IBEW.

3.2 Employee Organization Membership. IBEW will accept into membership all eligible persons of the Unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law.

3.3 Rights Granted by State and Federal Law. Except as otherwise provided in this MOU, the employees covered by this MOU shall have all rights which may be exercised in accordance with State and Federal Law, and applicable ordinances, resolutions, rules and regulations. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 28.

3.4 Additional Employee Rights. Employees shall also have:

(a) The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer- employee relations.

(b) The right to refuse to join or participate in the activities of employee organizations.

(c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in (a) and (b) above.

ARTICLE 4 -MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW recognizes and agrees that, except as limited by this MOU, 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.

4.1.1 -When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

4.2 Subcontracting. The City shall notify IBEW's Business Manager and Steward of its intention to subcontract work performed by employees covered by this MOU no later than the date it notifies bidders for said contract work. IBEW may comment on the proposed subcontracting and may request a meeting under Article 10 to discuss it or if applicable may ask for a meet and confer on the effects.

4.3 Volunteers.—The City agrees that volunteers shall not be used to fill positions or replace work previously performed by terminated or laid off IBEW members except on a temporary basis during the recruitment process for a Unit classification for which the Unit member resigned or was terminated for reasons other than lay off.

ARTICLE 5 -PROBATIONARY PERIOD

All employees appointed to a position represented by IBEW 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 employee

shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Employees will also receive a probationary review at the completion of their probationary period. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted, shall serve a six (6) month probationary period in the new position.

ARTICLE 6 -DUES DEDUCTION; AGENCY SHOP

6.1 Agency Shop. The City agrees to continue Agency Shop in accordance with Section 3502.5 of the California Government Code, which means the parties have an arrangement that requires an employee, as a condition of continued employment, either to join IBEW or to pay IBEW a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of IBEW. The eligible funds exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code shall be as agreed upon by IBEW and the City, in writing.

6.2 Dues Deduction. The City shall deduct one (1) month's current and periodic IBEW dues from the wages and/or sick leave benefits of each employee.

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

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

6.5 Cancellation. An employee's authorization for a payroll deduction of IBEW dues may be cancelled at any time by written notice from the employee to the City with a copy to IBEW. An employee's deduction- authorization shall automatically be cancelled if the employee leaves the employ of the City or is transferred out of the Unit.

6.6 Funds Transmission. The aggregate amount of such IBEW dues deductions by the City shall be transmitted monthly to the Business Manager/Financial Secretary of IBEW. The City shall provide the Business Manager/Financial Secretary with a list each month indicating the IBEW dues deducted from the pay of any Unit employee and those employees for whom no deduction was made pursuant to the provisions of Sections 6.3, or 6.4.

6.7 Indemnification. IBEW shall indemnify, defend, and hold the City harmless against any liability arising from a claim, demand, or other action, including any suit instituted against the City, on account of deduction of employee organization dues or

service fees. In addition, IBEW shall refund to the City any amounts paid to if in error upon presentation of supporting evidence.

6.8 Conscientious Objectors: An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support IBEW as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following list of three qualifying funds: (1) United Way, (2) Special Olympics, or (3) American Cancer Society. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to IBEW.

6.9 Financial Records Required by Statute. IBEW is required by Government Code Section 3502.5 to keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of IBEW, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by Section 3502.5, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this Section 3502.5 by providing the City with a copy of the financial reports.

ARTICLE 7 - EMPLOYEE ORGANIZATION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW 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 securing approval of their Department Head twenty-four (24) hour in advance. 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.

7.2 Leave For IBEW Business. Upon not less than seven (7) calendar days' notice, City may grant a leave of absence for IBEW business to not more than three (3) employee(s) designated by IBEW. Such leave shall not be denied without legitimate reason. Such leave shall be without pay, but will not be considered a break in continuous service with the City. The total amount of all such leaves taken pursuant to this section shall not exceed ten (10) days in any calendar year, per employee.

7.3 Notification of Representatives. IBEW shall notify the Human Resources Department of the name(s) of IBEW Stewards as such individuals are appointed by IBEW from time to time.

ARTICLE 8 - BULLETIN BOARDS

8.1 Authorized Postings. The City will continue to provide bulletin board space where currently available. Only areas designated by the Department Head may be used for posting notices. Bulletin boards may be used for the following notices:

(a) scheduled IBEW meetings, agenda and minutes.

(b) information on IBEW elections and the results.

(c) IBEW special, recreational, credit union and related bulletins.

(d) reports of official business of IBEW. including reports of committees or the executive board of IBEW.

(e) MOU, pay scales, job announcements, promotion lists, etc.

(f) such other items as may be approved by the Department Head or his/her designee upon request of IBEW.

8.2 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 shall be dated and signed by an authorized IBEW representative. IBEW may give notices to the represented employees through use of the City mail system and/or the City computer e-mail system.

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

After it has been executed by the parties, the City shall provide IBEW with seven (7) originals and one (1) copy of an electronic (PDF) version of this MOU. IBEW shall be responsible for providing copies of this MOU to represented employees at IBEW expense. City shall also provide a copy of the executed MOU to any represented employee hired or promoted into the represented Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 10 -MEETINGS

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

10.2 Use of City Facilities. IBEW may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission

to use facilities must be obtained by IBEW from the Department Head IBEW shall be held fully responsible for any damages to and security of any facility that is used by IBEW.

10.3 Budget Oversight Committee. The City agrees to continue the Budget Oversight Committee, with IBEW entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized employee organizations and the City. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings.

ARTICLE 11 - HOURS OF WORK

11.1 Work Schedules. The parties agree that the City has the right to return to its traditional five day eight hour per work day (5/8) work week schedule, maintain its current four day ten hour per work day (4/10) work week schedule, or implement a nine day every two work week eighty hour (9/80) work schedule for some or all IBEW represented employees as appropriate in the sole discretion of the City as determined by each Department Head and with City Manager approval. The City shall provide at least two weeks (14 calendar days) notice of a change in work schedules. IBEW represented employees currently working alternative work schedules at the time of IBEW's ratification of the deal points of this MOU who are required to return to working the traditional five day eight hour per work day (5/8) work week schedule shall receive an additional three percent (3%) base salary wage increase for the time period that they are required to work that particular traditional work schedule.

11.2 Public Safety Dispatchers. With respect to the classification of Public Safety Dispatcher, the employee may be assigned to any combination of hours and days for any workweek as necessary to provide continuous coverage in the Dispatch Division, according to work schedules assigned by the Police Chief, or his or her designee, who may utilize the provisions of the City's Administrative Policy A-30, i.e., the Alternative Workweek Policy, or otherwise as dictated by the needs of the Dispatch Division of the Police Department.

(a) For the classification of Public Safety Dispatcher working a scheduled ten (10) hour or twelve (12) hour day, all work performed in excess of such ten (10) hour or twelve (12) hour per day schedule shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly base rate of pay, providing the employee works in excess of forty (40) hours in one week.

(b) Public Safety Dispatchers scheduled by management of the Police Department to work on a holiday shall not be credited with a day off with pay but shall receive ten (10) hours of holiday pay, plus an additional time and one-half for all hours worked.

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ARTICLE 12 - LIGHT DUTY

12.1 Accommodation. The parties agree that the City may assign employees who are unable to perform the full scope of their current job to temporary modified work consistent with the employee's functional limitations as described by his/her doctor when and where such work is available as determined by the City and where it may be accommodated without adverse consequences to the City or disruption in services or operations. This Article does not create any employee entitlement to assignment in a light duty position.

12.2 Eligibility. Temporary modified work will be considered on a case by case basis. Temporary modified work may involve modification of an employee's current job or assignment to work outside of an employee's current position. The Human Resources Department, in consultation with the Department Head, will determine eligibility for participation in the Temporary Modified Assignment Program and will coordinate temporary work positions/assignments.

12.3 Employee Cooperation. It shall be the duty of every employee to cooperate fully and promptly with the coordination of temporary/modified work assignments. Notification of changes in restrictions/limitation shall be promptly communicated to the Human Resources Department along with supportive documentation, acceptable to the City. In administering the Temporary Modified Assignment Program, the Human Resources Department may communicate directly with, the employee's physician(s) regarding the employee's medical limitations, functional restrictions, job requirements in the employee's regular assignment, job requirements in any modified duty assignment under consideration and return to work status. Such communication will only be done with the employee's written authorization.

12.4 Retention of Benefits. Employees participating in the Temporary Modified Assignment Program shall retain all contractual benefits, except pay scale, not inconsistent with the objectives of the Temporary Modified Assignment Program. The City may change regular days off and work hours while the employee is in the Temporary Modified Assignment Program.

12.5 Right to Decline. However, employees retain the right to decline any initial or subsequent assignment provided by the Temporary Modified Assignment Program.

ARTICLE 13 - REST PERIOD

13.1 Rest Period. Represented employees who work sixteen (16) consecutive hours shall earn an eight (8) hour rest period.

(a) A rest period of eight (8) consecutive hours or more shall be considered an interruption of consecutive hours worked.

(b) A rest period of less than eight (8) consecutive hours shall be counted as time worked but not paid.

(c) Represented employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is on his/her earned rest period.

(d) Represented employees who are directed to return to work while on an earned rest period shall be compensated at the appropriate overtime rate for all time worked until the interrupted eight hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions above.

(e) Time paid for meals not taken shall not count toward earning a rest period. A paid meal time taken shall count toward earning a rest period.

(f) When the rest period extends into a regularly scheduled work day, the employee may elect to use vacation time, compensatory time, floating holiday time or leave without pay for the rest of the day.

(g) For the purpose of rest period eligibility, Sundays and holidays shall be treated as a normal work day.

ARTICLE 14 - SALARIES, CERTIFICATE PAY, PREMIUM PAY. PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations

Effective the first full pay period following adoption of this MOU by City Council, all Unit members hired on or before July 1, 2014 and still employed by the City shall receive a two percent (2%) lump sum one-time, non-recurring payment of their then current annual base pay rate as shown on the salary schedule provided herewith as Attachment A. For Unit members hired prior to April 1, 2015 and still employed at the time this MOU is adopted by City Council, they shall also receive a seven-hundred and fifty dollar ($750) lump sum one-time, non-recurring payment as compensation for the City making no adjustments to its contribution to Unit members' cafeteria plans for FY 2014-2015.

Effective the first full pay period after July 1, 2015, all Unit members still employed by the City shall receive a three percent (3%) cost of living salary increase to their annual base pay rate as shown on the salary schedule provided herewith as Attachment B.

Ranges with defined steps are shown on the salary schedule provided herewith. The salary table is calibrated in approximate 2.5% increments. Annual increases for satisfactory performance will be two (2) steps or approximately 5%. Unit members are evaluated using an employee performance evaluation form.

(a) No employee shall be granted a step increase unless and until such employee has obtained a satisfactory overall evaluation on the City approved employee evaluation form consistent with the applicable administrative policies of the City.

(b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein. However, an employee may upon request have such first denial reviewed by the Employee Relations Officer. Employee shall have the right to request a hearing with the Employee Relations Officer and to have a representative of his/her choice present. The decision of the Employee Relations Officer shall be final at this stage.

(c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, 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 be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an IBEW business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.

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

Classification	Salary Range
Accountant	54
Accountant II	59
Building Permit Specialist	55
Building Inspector	62
Building Maintenance Specialist	49
Bus Driver	47
Bus Driver Lead/Trainer	55
Buyer	54
Cable Services Specialist	44
Code Compliance Officer	58
Custodian	34
Development Project Coordinator	58
Economic/Redevelopment Project Coordinator	58
Engineering Services Assistant	48
Executive Assistant	57
Executive Secretary	53
Financial Services Specialist	47
Fleet Maintenance Mechanic	53
Information Technology Coordinator	59
Information Technology/Media Technician	57
Lead Fleet Maintenance Mechanic	56
Lead Public Safety Dispatcher	56
Lead Police. Records Specialist	45
Maintenance Worker	45
Motor Sweeper Operator	50
Office Specialist	44
Payroll Coordinator	53
Police Assistant II	48
Police Assistant I	44
Police Information Technology Technician	59
Police Records Assistant	33
Public Safety Dispatcher	52
Public Works Inspector	62
Receptionist	31
Recreation Coordinator	51
Senior Building Inspector	67
Senior Code Compliance Officer	61
Senior Maintenance Worker	50
Senior .Utility Billing Representative	48
Utility Billing Representative	43
Warehouse Services Specialist	52
Work Release Crew Lead	47

14.2 Certificate Pay (Public Safety Dispatchers). The following sets forth the schedule for compensation for certificates attained by public safety dispatchers. Eligible employees shall receive 5% compensation for the first certificate and an additional 2.5% for each additional certificate up to a maximum additional compensation of 12.5%. Under no circumstances shall an eligible employee receive more than 12.5% in additional compensation for certificates. Once a Unit member who obtains a POST Communications Training Officer certificate declines to train pursuant to 14.4 below, then they shall not be entitled to the 2.5% POST Communications Training Officer certificate pay until such time as they agree to conduct such training and the City has someone to train. Eligible certifications:

POST Public Safety Dispatcher Basic Course
POST Dispatcher Intermediate Course
POST Dispatcher Advanced Course
POST Communications Training Officer

14.3 Bilingual Premium Pay. Employees who have been certified as being fluent in a language other than English, or sign language shall receive five percent (5%) premium pay, if the need for fluency is: (1) necessary for the current position, and (2) use of the language for compensation has been previously approved by the employee's supervisor and the Human Resources Department. Qualifications shall be based upon certification of a certifying authority selected by the City. Each employee shall be reviewed annually for bilingual pay as part of the annual evaluation. Authorization and continuation of premium pay shall be at the sole discretion of the City. Nothing contained herein shall preclude the City from requiring proficiency in a second language as a minimum job qualification for any future employee or position. Compensation shall be capped at $110 per pay period beginning the first full pay period upon adoption of this MOU.

14.4 Trainer Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers assigned as trainers shall receive additional premium compensation of $2.00 (two dollars) per hour when working with an assigned trainee on an assigned shift.

14.5 Shift Differential Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers who work between the hours of 11:00 pm and 5:00 am shall be paid a shift differential premium of $1.50 (one dollar and fifty cents) per hour only for those hours worked between 11:00 pm and 5:00 am.

14.6 Y-Rating. When a Unit member is reclassified to a new or existing class with a lower maximum salary rate, he or she may be assigned a "Y-Rate" designation under which the Unit member will remain at his or her current salary. Unit members with "Y-Ratings" will be frozen at their current prevailing pay rate and will not participate in salary range adjustment until salary schedules related to their new assignment exceed the Y-rated pay rate. Establishment of a "Y-Rate" salary for a Unit member is an administrative determination and requires the approval of the Unit member's department head, the Human Resources Director, and the City Manager. The practice is not to be confused

with involuntary demotion, salary range adjustments, or other normal personnel procedures including administrative actions that result in bumping rights.

ARTICLE 15 - OVERTIME, ON-CALL PAY

15.1 Maximum Comp time Accrual. All work performed by Unit members in excess of forty (40) hours in one (1) week, where such hours are required and approved by management, shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly base rate of pay. Overtime may be accrued as compensatory time to a maximum of one hundred sixty (160) hours.

15.2 Hours Worked. For purposes of overtime calculation, "hours worked" shall include time spent in required court appearances as set forth in Article 16. Hours worked shall also include approved vacation, holiday and compensatory time off. All other hours paid for but not worked, including sick leave shall not be counted as hours worked for overtime calculation

15.3 Call Out Minimum Compensation.

The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called out for emergencies, and time and one-half (1/2) for each hour worked thereafter. For example, should an employee be called out to work two (2) hours of emergency duty he would be compensated with three and one-half (3-1/2) hours pay at the regular hourly base rate of pay; two (2) hours pay for the first hour worked and one and one-half (1-1/2) hours pay for the second hour worked. Call out minimum compensation does not apply to answering phone calls or emails off-site or off-duty, though employees are still entitled to pay for actual time worked in responding to such calls. If in the future the City provides portable internet capable devices, then call out minimum pay will not apply to use of those devices off duty and/or off site to check and/or respond to calls or clear messages and/or alarms, though employees are still entitled to pay for actual time worked responding to such calls.

15.4 On-Call Pay.

(a) Compensation for all employees placed on-call for a period of one (1) week (defined as one-hundred sixty eight (168) hours less forty (40) hour work week) shall receive additional compensation of sixteen (16) hours at the regular rate of pay.

(b) When a holiday falls during a regularly scheduled on-call period, the employee will receive an additional four (4) hours of pay at the basic rate of pay.

(c) On-call pay shall not be paid for an employee's scheduled work shift.

(d) Employees shall be entitled to receive the pro rata equivalent for any partial week.

(e) On-call assignments shall only be made by the Department Head or his/her authorized representative.

(f) On-call duty shall be served pursuant to a schedule prepared by the Department Head or his/her designee.

15.5 On Call Status. For purposes of this Article, an employee shall be deemed to be on On-Call status only when all of the following conditions are met:

(a) The appropriate manager has placed the employee in an on-call status by a notice in writing; and,

(b) The employee is required to respond to the City yard or other designated location within a specified time not to exceed thirty (30) minutes; and,

(c) While on-call, the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to a call and immediately commence the required job performance.

15.6. Communication Devices. An employee in an on-call status may be required to wear a beeper, pager or other communication device. The requirement to wear a communication device shall not, absent the requirements set forth in section 15.5, constitute the placing of the employee in an on-call status.

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

16.1 Temporary Upgrade. Unit personnel temporarily assigned by management to work in a higher classification, including classifications outside of the Unit for which they are qualified shall receive compensation equivalent to a step on the higher classification salary range which provides a minimum of five percent (5%) above the employee's current salary or the bottom step of the range of the position to which he/she is temporarily upgraded, whichever is greater. Temporary upgrade pay shall be effective the day the assignment is made. At such time as an employee is no longer performing work out of his or her permanent classification, compensation shall be at the regular rate of pay for the permanent classification. When assigning temporary upgrades, it is the intent of the City that such assignments shall be made in a fair and equitable manner so that all qualified employees are given an opportunity to work such assignments.

16.2 Promotions. Union personnel promoted to work in a higher classification shall be placed in the new salary range of the higher classification that pays at least five percent (5%) more than the employee received in the lower classification.

16.3 Limited Assignments. Temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to six (6) months in any twelve (12) month period. A time extension to the temporary assignment beyond the initial six (6) months may be made with the written concurrence of IBEW.

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

17.1 Jury Duty.

(a) Any employee summoned for attendance to any court for jury duty during his/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/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/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/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, he/she may, however, use vacation time for such absence.

(b) All night shift dispatchers who are summoned for jury duty the day following their shift should notify their supervisor to arrange for alternate scheduling. In the event that alternate shift coverage is unavailable, the dispatcher will be allowed time off for up to eight (8) hours before reporting for jury duty and will be compensated for scheduled hours lost as normal working hours. If the same dispatcher is scheduled to work the night following the jury duty summons, they should notify their supervisor to arrange for alternate coverage. Eight (8) hours includes all time between leaving work and the time assigned to report to jury duty or time released from jury duty and returning to scheduled work. Time paid that was not worked for the purpose of this section will not count towards overtime. However, any dispatchers allowed time off either before or after a jury summons will have the option of using regular accruals (vacation or comp time) to account for any scheduled time they would have normally worked, but are allowed off.

17.2 Court Appearances (Public Safety Dispatchers). Represented employees in Dispatch positions shall be compensated for job related off-duty court appearances. The City will pay a minimum of 3 (three) hours for travel to and from appearances in court at a rate of 1 1/2 (one and one half) times the base rate of pay. All travel shall be calculated based on the time required to travel from the employee's work location to the destination. All hours required in excess of 3 (three) hours shall be compensated at 1 1/2 (one and one half) times the base rate of pay.

ARTICLE 18 - SAFETY EQUIPMENT AND TRAINING

18.1 Safety Equipment. The City will provide employees safety equipment in accordance with California State Law.

18.2 Uniforms. The City shall provide uniforms for employees who are required by the City to wear a uniform. This includes all field personnel in Public Works, Streets, Parks Maintenance, Transit, Fleet Maintenance, Code Enforcement and Public Safety Dispatch. Other classifications may be added as the necessity for uniforms becomes apparent.

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance of $250 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CalOSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse Unit employees the reasonable replacement value of personal property 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 year. Replacement for watches is limited to $100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

18.5 Inclement Weather. Whenever management decides not to send employees into the field during normal work hours due to inclement weather, those employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this provision, they may be given other duties, assigned to training, or be held to respond to emergency calls.

18.6 Joint Safety and Training Committee. The City hereby agrees to create a Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and IBEW. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The city and IBEW may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes.

18.6.1 Reporting. Minutes of all Committee meetings shall be posted on IBEW bulletin boards, with .copies to the City Manager, Human Resources Department, and to the IBEW Business Manager, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committee or by the Committee to Management will be responded to within a reasonable time and the answers posted on IBEW bulletin boards.

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18.6.2. Discipline. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

19.1 Personal Vehicle. Employees shall be reimbursed for use of their own vehicle for authorized City business and for meals as per the administrative policies of the City. (Currently A-8 for meals and E-1 for mileage). Union has tentatively agreed to an updated city-wide vehicle use policy.

19.2 Emergency Meal Periods. Employees shall earn meals at fixed intervals during periods of call-out overtime, and during an extension of the regular or planned overtime day.

(a) Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal period compensation of $14.00.

(b) During call-out overtime, one thirty minute meal period and one meal compensation of $14.00 will be earned for each consecutive four hours of paid overtime completed.

(c) During extension of the regular work day, one paid thirty minute meal period and one meal compensation of $14.00 will be earned after two consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four consecutive hour intervals as described above.

(d) Employees that work two consecutive hours or more immediately prior to the beginning of a regular shift will earn one thirty minute meal period and one meal compensation of $14.00.

(e) Planned overtime – If planned overtime extends beyond the length of a regular work day, one paid thirty minute meal period and one meal compensation of $14.00 will be earned after two consecutive hours worked beyond the number of hours in employee's regular schedule completed; thereafter, meals will be earned after completion of each four consecutive hour intervals of planned overtime. For example, employee's regular schedule in 4/10's; when planned overtime exceeds 10 hours in one day this section applies.

(f) If "called out" while on planned overtime, Section 19.2(b) goes into effect during the call out.

(g) Paid meal periods will not count as time worked.

(h) It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity.

(i) Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at the applicable overtime rate.

(j) When Public Safety Dispatchers are notified of the need to extend a work day (or work planned overtime) four hours or less before beginning of the work day to be extended or less than four hours before the start of the planned overtime they will be subject to meal periods under Section 19.2 (b-d) and will qualify for the meal periods and meal compensation of $14.00.

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

(a) Reimbursement under this section shall be made for employee participation in an educational program, which provides broad knowledge with respect to a subject, consistent with the requirements of subsection B immediately below. This is distinguished from "training" which relates to education in the performance of a limited task or tasks which the employee is required to perform as part of their current employment.

(b) Maximum reimbursement shall be $3,500 per fiscal year. Tuition actually paid will be reimbursed to all permanent employees for professional and technical courses approved by the Department Head (subject to review by the Human Resources Department) and taken in an accredited educational institution provided that:

i, The subject matter of the course relates directly to and contributes toward the employee's position with the City.

ii. The employee has received at least a competent proficiency rating on the last evaluation report.

iii. The employee has furnished evidence that the course has been completed with at least a 'C' or "pass" grade.

20.2 Reimbursement Requirements.

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

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

20.3 Hours Worked. The City shall pay represented employees for working hours spent in City required and approved training or conferences. Travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements.

20.4 Education Incentive. A one (1) time Education Incentive shall be paid to represented employees upon successful completion of certain educational programs under the following conditions:

(a) $500.00 (five hundred dollars) shall be payable for successful completion of a certificate program requiring 80 hours or more for completion, from an accredited college or university in an area of specialization related to the duties of the position currently held by the employee as previously approved by the Human Resources Department. An additional $500.00 (five hundred dollars) shall be paid if the certificate is in the area of supervision of personnel.

(b) $2,000.00 (two thousand dollars) shall be payable for successful completion of an AA or AS Degree from an accredited college in an area of specialization related to the duties of the position held by the employee at the time the employee completes the program as previously approved by the Human Resources Department.

(c) $3,000.00 (three thousand dollars) shall be payable for successful completion of a BA or BS Degree from an accredited college or university in any subject after 3 (three) years of employment with the City. An additional $1,000.00 shall be paid if the degree is in the area of public or business administration, human resources, accounting, information management, or adult education.

(d) Programs shall be accredited by the California State Board of Education or equivalent authority. The incentive payments shall be otherwise subject to such rules and procedures as established by the City. Receipt of education incentive payments shall not be precluded by the fact that the employee may or may not have obtained tuition reimbursement by the City for all or part of the units required for the certificate or degree.

(e) Education incentive payments shall be made according to the following schedule:

25% of the total payable incentive shall be payable upon presentation of acceptable documentation (including transcripts) showing completion of certificate or degree.

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The remaining 75% of the total payable incentive shall be payable one year from initial 25% payment.

It shall be the employees' sole responsibility to provide all necessary documentation, to obtain prior approval and to make the request for education incentive payment.

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

21.1 Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Effective 1st full pay period in July 2013, excess hours above two hundred twenty-four (224) were moved to an "old sick" leave account. During fiscal year 2013 and thereafter, any hours that exceed regular cap of four hundred (400) hours will not be accrued. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

21.2 Use Of Sick Leave. Sick leave shall be granted to Unit members only where consistent with the City's Sick Leave Policy (currently AP-1). Except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02), not more than one-half (1/2) of the employee's annual accrual of sick leave within any calendar year may be granted to an employee for the care or attendance of members of his/her immediate family.

21.3 Sick Leave Buy Out. Conversion of sick leave will not be permitted. All represented employees may elect to receive a maximum buy-out of forty (40) hours each fiscal year of either sick leave or comp time or vacation, or a combination thereof, under this section provided, however, such buy-out may not reduce the employee's available sick leave bank below forty (40) hours. No such restriction shall apply to the buy-out of accrued comp time or vacation time.

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to thirty percent (30%) of all unused sick leave or contribute the entire remaining balance of sick leave to the deferred compensation account or City's Retiree Medical Savings Plan, if available. Such reimbursement to be computed based upon the employee's final compensation rate and to be paid within one payroll period of the effective date of separation.

21.5 Sick Leave Conversion to Deferred Compensation. After ten (10) years of continuous City service, the employee shall be eligible to convert one hundred percent (100%) of unused sick leave minus forty (40) hours to the City's Retiree Medical Savings Plan or to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law).

21.6 Bereavement. Non-probationary Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family. For this section family includes the following persons: 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 thirty (30) hours of bereavement shall be allowed for each death of a family member. An employee shall be allowed a maximum of forty (40) hours bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period. Probationary employees may elect to use bereavement leave without pay, but upon successful completion of their probationary period they will be reimbursed for such leave at their rate of pay at the time of bereavement.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

22.1 Vacation Leave Accrual. For employees of the City as of the date of this MOU, Vacation benefits shall accrue in accordance with the following schedules:

One (1) through four (4) years service
Ten (10) days per year =three and eight one-hundredth (3.08) hours per pay period

Beginning the fifth (5th) year through the 9th year:
Fifteen (15) days per year =four and sixty-two hundredth (4.62) .hours per pay period

Beginning the tenth (10th) year & thereafter:
Twenty (20) days per year =six and fifteen one-hundredth (6.15) hours per pay period

22.2 Maximum Vacation Leave Accrual. An employee may accrue a maximum of three-hundred twenty (320) hours of vacation leave. 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 lost as a result of this Article.

22.3 Vacation Leave Approval Required. Vacations shall begin accruing upon employment and may be taken with approval of the Department Head at any time following the completion of six (6) months of employment within the one (1) year probationary period, but the vacation leave taken shall not be in excess of that actually accrued at the time such vacation is taken. Vacations must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City as determined by the Department Head or Division supervisor.

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22.4 Vacation Leave Payment Upon Termination. Any employee, who has been in continuous full-time service of the City for a period of six (6) months or more, who is about to terminate his/her employment, and has earned vacation to his credit, shall be paid for such vacation time within one payroll period of the effective date of such termination.

22.5 Vacation Payment In Lieu. No more than once every three (3) years, at the request of the employee and with the approval of the Department Head and the Human Resources Department, in order to meet unusual or emergency conditions, an employee may be paid the straight time daily equivalent of forty (40) hours of his/her salary in lieu of vacation time off. Such payment shall be determined by the Human Resources Department. The balance of accrued vacation shall not be allowed to go below (forty) 40 hours as the result of a payment under this subsection.

22.6 Holidays. Holidays for employees covered by this section shall be as follows:

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

22.7 Holidays Falling on Weekend Days. If the scheduled holiday falls on a Friday (regular day off) or Saturday, it may be observed on a Thursday or accrued to the Holiday leave bank as determined by the holiday schedule posted on the City's Intranet. If the scheduled holiday falls on a Sunday, the holiday will be taken on the following Monday.

22.8 Flex Schedule. Employees working a flex schedule be paid holiday time in accordance with the City's Administrative Policy No. A-30.

22.9. Floating Holiday. The floating holiday set forth in Article 22.6 above, shall be credited as ten (10) hours to each represented employee's holiday leave bank effective with the first payroll in each fiscal year. Accrued floating holiday hours may be taken in one hour increments. Leave balances must be used during the fiscal year or they will be cashed out according to Administrative policy A-30.

22.10 Added Holidays. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, said holiday shall be extended to this Unit.

22.11 Holiday Leave. When Holiday Leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When Holiday Leave is taken, anyone working less than a ten

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(10) hour work day schedule shall receive leave time as compensation for the difference between their regular work day on the holiday and ten (10) hours. An employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

22.12 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.

22.13 Promotional Pay Out 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 comp time leave banks in excess of one hundred sixty (160) hours collectively.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1 City Contributions to a Cafeteria Plan. The City shall contribute $947.00 per month to each represented employee for the benefits detailed in this section. Effective the beginning the first pay period of July 2015, the City shall increase its contribution to one-thousand two hundred dollars ($1200) per month to each Unit member for the cafeteria benefits plan detailed in this section.

(a) Said contribution shall first be used to provide for Health Insurance for 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 Human Resources Department.

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

i. Health insurance for employee's spouse and/or dependents.

ii. Dental insurance for employee, spouse and/or dependents.

iii. life insurance for employee, including voluntary life insurance.

iv. Deferred compensation program.

v. Eye care plan for employee, spouse and/or dependents

vi. Supplemental insurance options

23.2 Eye Wear Reimbursement. City will also reimburse a maximum of $250 every two years for eye wear for an employee and/or employee's dependents.

23.3 I.R.S. 125 Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section (IRS) 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 defined by the IRS.

23.4 Insurance Advisory Committee. The City shall maintain the Benefit Advisory Committee to which the Union may appoint a representative.

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

23.4.2 Voting. - The Benefit Committee shall determine issues by a majority vote of the members, each, member having one (1) vote.

23.4.3 Selection of Members. - Benefit Committee Members shall be selected as follows:

(a) Representatives of bargaining units shall be selected in a manner to be determined by each respective unit.

(b) The City's Representatives shall be the Deputy Human Resources Director and the Administrative Services Director.

23.4.4 Meetings. The Benefit Committee shall meet as may be necessary to conduct the business of the committee.

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

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

(a) All IBEW represented miscellaneous employees hired prior to December 11, 2012 remain eligible to receive the CalPERS retirement plan known as "two and one-half at fifty-five" retirement (2.5% @ 55) formula for Miscellaneous Employees.

(b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)

(c) Beginning January 1, 2013, new hires defined by CalPERS as "new members" receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees Pension Reform Act of 2013.)

24.2 Contributions to CalPERS. All IBEW represented employees shall pay their full member contribution rate to their respective retirement plan with CalPERS. CalPERS will determine the employee member contribution rates for each retirement formula. The City does not provide any Employer Paid Member Contributions for Unit members.

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

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance.

(a) Each employee shall pay the cost of membership in the City's long term disability insurance selected by the City. City agrees to offer a short term disability program at the employees expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance. The City will notify IBEW of this option at the City's Annual Benefit Advisory Meeting.

(b) An employee with sick leave accruals available may use their accruals in conjunction with STD/LTD benefits until exhausted. When sick leave is exhausted, an employee may use accumulated vacation leave and may also elect to use compensatory time to extend full pay as long as possible except when exempted by City policy and the Family Medical Policy. An employee is prohibited from receiving more than 100% of salary in combined sick/vacation leave and City's STD/LTD/Paid Family Leave benefits. Employees who are eligible for the Donated Leave Policy, may not receive more than 100% of salary when combined with STD/LTD/Family Leave Benefits.

25.2 Computer Loan. Every non-probationary member of the Unit shall be entitled to participate in an interest free loan program for the purchase of a computer. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. The cumulative amount of loans outstanding hereunder shall not exceed $40,000. The loan shall be upon the terms and conditions established by the City.

25.3 Tool Loan. Every member of the Unit shall be entitled to participate in an interest free loan program for the purchase of mechanic shop tools. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. This loan cannot be used concurrently with any other City loan program.

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

25.6 Utility Allowance. Any represented employee(s) who reside within the City shall receive $150 per month per employee household as a discount against the cost of electric and water service during the period of such residency. Current employees residing in the same household will be grandfathered to allow both employees to receive such discount.

25.7 Tool Reimbursement (Equipment Mechanic). Employees in the position of Equipment Mechanic shall be entitled to a reimbursement of up to $500 per year upon proof of purchase of tools for use in the performance of their duties. Such purchase shall have been previously approved by the supervisor.

ARTICLE 26 - IBEW RETIREE MEDICAL FUND

Employees agree to pay one percent (1%) of salary into the IBEW Local #47 Retiree Medical Fund.

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

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

27.2 Reasons For Lay Off. The City 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 an acceptable level of service. Lack of funds, means that the City cannot sustain operations at the current level of employment within the funding available.

27.3 Notice Of Lay Off. Any lay off initiated under the provisions of this document can take place at any time during the year. The City shall notify the affected employees in writing at least fourteen (14) calendar days prior to the employees last day of work. The City reserves the right to pay the employee for such fourteen (14) 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 IBEW representative. Any notice of lay off shall, specify the reason for the lay off and effective date. The form and timing of such notice shall be subject to the established Grievance Procedure, provided, however, that the City's decision to lay off is not subject to the grievance procedure. The date of layoff shall not be delayed by the pendency of a grievance.

27.4 Order Of Lay Off. The classifications of employees to be affected by any lay off shall be as determined by the City in its sole discretion. The order of lay off shall be based upon continuous seniority within the affected classification, except as provided in Section

27.4(a). With respect to the classifications which have been retitled by the City, "continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

(a) Critical Position Function. There are various job functions set forth in the. position description for each classification. Certain of these functions may be determined by the City Manager to be vital to the ongoing operations of the City. By way of further definition, a function is "critical" if the City Manager, in the exercise of his/her sole discretion, determines that the City cannot best provide necessary services with the reduced work force without employees capable of performing the "critical" function. A senior employee may be selected for lay off over a more junior employee if the junior employee has demonstrated the ability to perform these critical position functions and the more senior employee has not. No person shall be deprived of the opportunity to develop his/her skills in a critical position function.

(b) For purposes of this section, "critical position function" shall be based on the skills necessary to perform the function and not on the performance of specific tasks performed by the incumbent in .any position. "Skill" refers to the basic knowledge and ability necessary to perform a job function e.g. typing, welding, accounting or any recognized subcategory of such function, e.g. pipe welding, welding specialized metals, etc, or cost accounting vs. general accounting. "Tasks" refers to the elements of a position within a department e.g., typing form-A.

27.5 Reduction Of Class.

The establishment of a Class Series List was established as indicated on Attachment "C".

(a) Any employee who has been given a written notice of layoff may choose to be reduced in classification and compensation, to a classification in which the employee has previously established seniority while in the employ of the City, if the employee has greater continuous seniority with the City than at least one (1) person in the lower classification.

(b) 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 with a pay range equal to or higher than the employee's current position. 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.

(c) Alternatively, and exclusive of an election under the .previous paragraph 27.5(a), an employee may choose to be reduced in classification and compensation to an existing position in a class series, if the employee has

greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of job duties that increase in complexity and responsibility as one moves upward through the class series.

(d) Relative class standing for subparagraphs (a) and (b) shall be as determined by the salary ranges for the classifications under consideration. The classification with the highest compensated step in the salary range shall be the higher classification

(e) Anything contained herein to the contrary notwithstanding, any employee may choose to be reduced in an entry level position if the employee meets the minimum qualifications for the position and has more seniority with the City than an incumbent in the position. For purposes of this subsection an "entry level position" is a position requiring no prior experience.

27.6 Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, then the determination as to who has seniority shall be based upon total length of uninterrupted service with the City. If both employees were hired on same day, the employee with the lower City Employee number assigned on the date of hire shall be considered to have seniority.

27.7 Reemployment Rights. Laid off employees will be eligible for reemployment up to eighteen (18) months from date of layoff notice.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Items Subject To Grievance Procedure. Any permanent employee in the competitive service who has a grievance based upon his/her demotion, dismissal, reduction in pay, violation of the personnel ordinance, salary resolution or this MOU, or violation of commonly accepted safety practices not resolved by the Safety Committee, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this article.

28.2 Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the employee and, if he desires, his/her Steward, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

28.3 Step One. If the grievance is not adjusted to the satisfaction of the employee within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor the grievance shall be submitted in writing by the employee or his/her steward to the Department Head, within the next fourteen (14) calendar days. The Department Head and a representative of the Human Resource Department shall meet with the

employee, his/her steward or both within fourteen (14) calendar days of receipt of such written grievance and the Department Head shall deliver his decision in writing to the employee, along with his reasons for such decision, within fourteen (14) calendar days after meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.3 above, the employee or his/her steward may submit the grievance, in writing, to the City Manager, within fourteen (14) calendar days after the completion of the last step under paragraph 28.3 above. The City Manager shall meet with the employee, and his/her steward, if applicable, within fourteen (14) calendar days of receipt of such written grievance, and shall deliver his decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

28.6 Step Three. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2, 28.3 and 28.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 28.4 above of his/her intent to submit the matter to arbitration. In matters of interpretation of this MOU, IBEW shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. In disciplinary cases where IBEW may be required to pay for any part of the cost of such arbitration, IBEW may elect to proceed to arbitration. If IBEW does not elect to do so, then the employee may do so at his/her own expense. The procedures set forth below shall be followed for arbitrations.

(a) Within seven (7) calendar days of receipt of the written notice, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or any other mutually agreeable mediation service.

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators the parties shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, IBEW and the City shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. IBEW shall strike the first name.

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

(d) The cost of the arbitrator shall be split equally by the City and IBEW save that if the grievance arises from the administration of discipline, the City shall bear the cost.

28.7 Step Four. Within fourteen (14) calendar days after the parties receive the arbitrator's recommendation the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU. Arbitration on discipline is advisory only. If the decision relates to discipline, within fourteen (14) calendar days after the parties

receive the arbitrator's recommendation on disciplinary matters, the City Manager shall advise IBEW and/or the employee and the Department Head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

28.8 Change Of Limits. The above time limits may be changed by mutual agreement.

28.9 Mutual Agreement for Additional Mediation/Arbitration. Upon mutual agreement of the parties, a grievance may be submitted to a representative of a mutually agreeable arbitration service for mediation and/or arbitration. Unless agreed otherwise by the parties in writing, the role of the arbitrator shall be advisory only and it shall have no power or authority to impose a result or resolution upon any of the parties.

ARTICLE 29 - SEVERABILITY CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in full 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 30 - COMPLETE AGREEMENT

30.1 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.

30.2 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 31 - POSTING JOB VACANCIES

City agrees to post on City's website, and IBEW bulletin boards all vacant positions in the Unit.

ARTICLE 32 - RE-OPENERS

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

32.2 The parties agree, however, to the following re-openers:

(a) The parties agree to reopen to discuss and revise the grievance procedure.

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(b) The parties agree to reopen to discuss the criteria of critical positions.

ARTICLE 33 RATIFICATION AND EXECUTION.

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW 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. IBEW also represents that its members have ratified this MOU. Accordingly, 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 19th day of May, 2015.

For: the City of Banning

Dean Martin
Interim City Manager

Colin J. Tanner,
Lead Negotiator/Deputy City Attorney

Rita Chapparosa,
Deputy Human Resources Director

For IBEW

Pat Lavin
Business Manager

Stan Stosel
Senior Assistant Business Manager

John Baca
Business Representative

Patrick Stephens
Employee Representative

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
01	Hourly	5.1500	5.2814	5.4161	5.5542	5.6959	5.8411	5.9901	6.1429	6.2996	6.4603	6.6251	6.7940	6.9673
	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	5.2784	5.4130	5.5511	5.6926	5.8378	5.9867	6.1394	6.2960	6.4566	6.6213	6.7902	6.9634	7.1410
	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	5.4106	5.5486	5.6901	5.8352	5.9841	6.1367	6.2932	6.4537	6.6183	6.7871	6.9603	7.1378	7.3198
	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	5.5457	5.6871	5.8322	5.9809	6.1335	6.2899	6.4504	6.6149	6.7836	6.9566	7.1341	7.3160	7.5026
	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	12,757.64	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	5.6846	5.8296	5.9783	6.1308	6.2872	6.4475	6.6120	6.7806	6.9536	7.1309	7.3128	7.4993	7.6906
	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	5.8264	5.9751	6.1275	6.2837	6.4440	6.6084	6.7769	6.9498	7.1270	7.3088	7.4952	7.6864	7.8825
	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	12,119.00	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	5.9721	6.1244	6.2807	6.4408	6.6051	6.7736	6.9464	7.1235	7.3052	7.4916	7.6826	7.8786	8.0795
	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	6.1216	6.2778	6.4379	6.6021	6.7705	6.9432	7.1203	7.3019	7.4881	7.6791	7.8750	8.0758	8.2818
	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	6.2745	6.4346	6.5987	6.7670	6.9396	7.1166	7.2981	7.4842	7.6751	7.8709	8.0717	8.2775	8.4887
	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	6.4313	6.5953	6.7635	6.9360	7.1129	7.2943	7.4804	7.6712	7.8669	8.0675	8.2733	8.4843	8.7007
	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	6.5923	6.7605	6.9329	7.1097	7.2911	7.4770	7.6677	7.8633	8.0639	8.2695	8.4805	8.6968	8.9186
	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	15,165.39	15,552.20	15,948.87	16,355.67	16,772.83	17,200.64	17,639.36	18,089.27	18,550.66
12	Hourly	6.7572	6.9296	7.1063	7.2876	7.4734	7.6641	7.8595	8.0600	8.2656	8.4764	8.6926	8.9143	9.1417
	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

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
13	Hourly	6.9260	7.1026	7.2838	7.4696	7.6601	7.8555	8.0558	8.2613	8.4720	8.6881	8.9097	9.1369	9.3700
	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	749.60
	Annual	14,406.00	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	19,489.55
14	Hourly	7.0990	7.2801	7.4658	7.6562	7.8515	8.0518	8.2571	8.4677	8.6837	8.9052	9.1323	9.3653	9.6041
	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	768.33
	Annual	14,766.00	15,142.62	15,528.85	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	19,976.59
15	Hourly	7.2764	7.4620	7.6524	7.8475	8.0477	8.2530	8.4635	8.6793	8.9007	9.1277	9.3605	9.5993	9.8441
	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	787.53
	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	20,475.80
16	Hourly	7.4587	7.6489	7.8440	8.0441	8.2492	8.4596	8.6754	8.8967	9.1236	9.3563	9.5949	9.8397	10.0906
	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	807.25
	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	20,988.54
17	Hourly	7.6452	7.8402	8.0402	8.2452	8.4555	8.6712	8.8924	9.1192	9.3518	9.5903	9.8349	10.0858	10.3430
	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	827.44
	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	19,451.69	19,947.83	20,456.62	20,978.38	21,513.46
18	Hourly	7.8361	8.0359	8.2409	8.4511	8.6666	8.8877	9.1144	9.3468	9.5852	9.8297	10.0804	10.3376	10.6012
	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	848.10
	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	22,050.55
19	Hourly	8.0322	8.2371	8.4472	8.6626	8.8836	9.1102	9.3425	9.5808	9.8252	10.0758	10.3328	10.5963	10.8666
	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	869.33
	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	22,602.52
20	Hourly	8.2327	8.4427	8.6580	8.8788	9.1053	9.3375	9.5757	9.8200	10.0704	10.3273	10.5907	10.8608	11.1378
	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	891.03
	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	23,166.67
21	Hourly	8.4385	8.6537	8.8744	9.1008	9.3329	9.5709	9.8150	10.0654	10.3221	10.5854	10.8554	11.1323	11.4162
	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	913.30
	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	23,745.71
22	Hourly	8.6495	8.8701	9.0964	9.3284	9.5663	9.8103	10.0605	10.3171	10.5803	10.8502	11.1269	11.4107	11.7017
	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	936.14
	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	24,339.62
23	Hourly	8.8659	9.0920	9.3239	9.5617	9.8056	10.0557	10.3122	10.5752	10.8449	11.1215	11.4052	11.6961	11.9944
	Biweekly	709.27	727.36	745.91	764.94	784.45	804.46	824.97	846.02	867.59	889.72	912.42	935.69	959.55
	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	24,948.41
24	Hourly	9.0875	9.3193	9.5570	9.8007	10.0507	10.3071	10.5700	10.8396	11.1160	11.3996	11.6903	11.9885	12.2943
	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	983.54
	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	25,572.09

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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	9.3149	9.5525	9.7961	10.0460	10.3022	10.5650	10.8345	11.1108	11.3942	11.6848	11.9829	12.2885	12.6019
	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	9.5476	9.7911	10.0408	10.2970	10.5596	10.8289	11.1051	11.3884	11.6788	11.9767	12.2822	12.5955	12.9167
	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	9.7861	10.0357	10.2916	10.5541	10.8233	11.0994	11.3825	11.6728	11.9705	12.2759	12.5890	12.9101	13.2393
	Biweekly	782.88	802.85	823.33	844.33	865.87	887.95	910.60	933.82	957.64	982.07	1,007.12	1,032.80	1,059.15
	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	10.0308	10.2866	10.5490	10.8180	11.0940	11.3769	11.6671	11.9647	12.2699	12.5828	12.9038	13.2329	13.5704
	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	10.2817	10.5440	10.8129	11.0887	11.3715	11.6616	11.9590	12.2640	12.5768	12.8976	13.2266	13.5640	13.9099
	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	21,386.00	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	10.5389	10.8077	11.0834	11.3661	11.6560	11.9533	12.2582	12.5708	12.8915	13.2203	13.5575	13.9033	14.2579
	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	10.8024	11.0779	11.3605	11.6502	11.9474	12.2521	12.5646	12.8851	13.2137	13.5508	13.8964	14.2508	14.6143
	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	11.0721	11.3545	11.6441	11.9411	12.2457	12.5580	12.8783	13.2068	13.5437	13.8891	14.2434	14.6067	14.9792
	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	1,198.34
	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	11.3490	11.6385	11.9354	12.2398	12.5520	12.8721	13.2004	13.5371	13.8824	14.2365	14.5996	14.9720	15.3539
	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	24,208.09	24,825.55	25,458.75	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	11.6327	11.9294	12.2337	12.5457	12.8657	13.1938	13.5304	13.8755	14.2294	14.5923	14.9645	15.3462	15.7376
	Biweekly	930.62	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	26,760.63	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	11.9236	12.2277	12.5396	12.8594	13.1874	13.5237	13.8687	14.2224	14.5852	14.9572	15.3387	15.7299	16.1311
	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	28,846.85	29,582.62	30,337.15	31,110.93	31,904.45	32,718.20	33,552.71
36	Hourly	12.2216	12.5334	12.8530	13.1809	13.5171	13.8618	14.2154	14.5780	14.9498	15.3311	15.7221	16.1231	16.5344
	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

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
37	Hourly	12.5274	12.8469	13.1746	13.5106	13.8552	14.2086	14.5710	14.9427	15.3238	15.7147	16.1155	16.5265	16.9480
	Biweekly	1,002.19	1,027.75	1,053.97	1,080.85	1,108.42	1,136.69	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	12.8404	13.1679	13.5038	13.8482	14.2014	14.5636	14.9351	15.3160	15.7067	16.1073	16.5181	16.9394	17.3715
	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	13.1615	13.4972	13.8415	14.1945	14.5566	14.9279	15.3086	15.6991	16.0995	16.5101	16.9312	17.3631	17.8059
	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	13.4904	13.8345	14.1873	14.5492	14.9203	15.3008	15.6911	16.0913	16.5017	16.9226	17.3543	17.7969	18.2508
	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	29,509.65	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	13.8279	14.1806	14.5423	14.9132	15.2936	15.6836	16.0837	16.4939	16.9146	17.3460	17.7884	18.2421	18.7074
	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	14.1736	14.5351	14.9058	15.2860	15.6759	16.0757	16.4857	16.9062	17.3374	17.7796	18.2331	18.6982	19.1751
	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	39,884.18
43	Hourly	14.5279	14.8984	15.2784	15.6681	16.0678	16.4776	16.8979	17.3289	17.7708	18.2241	18.6889	19.1656	19.6544
	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	14.8909	15.2707	15.6602	16.0596	16.4692	16.8893	17.3201	17.7618	18.2148	18.6794	19.1559	19.6445	20.1455
	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	1,611.64
	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	15.2630	15.6523	16.0515	16.4609	16.8808	17.3113	17.7529	18.2057	18.6700	19.1462	19.6346	20.1354	20.6489
	Biweekly	1,221.04	1,252.18	1,284.12	1,316.87	1,350.46	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	15.6447	16.0437	16.4530	16.8726	17.3030	17.7443	18.1969	18.6610	19.1370	19.6251	20.1256	20.6390	21.1654
	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	40,820.16	41,861.32	42,929.04	44,023.99
47	Hourly	16.0361	16.4451	16.8645	17.2947	17.7358	18.1882	18.6521	19.1278	19.6157	20.1160	20.6291	21.1552	21.6948
	Biweekly	1,282.88	1,315.61	1,349.16	1,383.57	1,418.86	1,455.05	1,492.16	1,530.22	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	38,796.29	39,785.83	40,800.60	41,841.26	42,908.47	44,002.89	45,125.23
48	Hourly	16.4370	16.8563	17.2862	17.7271	18.1792	18.6429	19.1184	19.6061	20.1061	20.6190	21.1449	21.6842	22.2373
	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	16.8476	17.2773	17.7180	18.1699	18.6333	19.1086	19.5960	20.0958	20.6084	21.1340	21.6730	22.2258	22.7927
	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	17.2688	17.7092	18.1609	18.6241	19.0991	19.5863	20.0858	20.5982	21.1235	21.6623	22.2148	22.7814	23.3625
	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	42,844.16	43,936.95	45,057.60	46,206.84	47,385.39	48,594.01
51	Hourly	17.7005	18.1519	18.6149	19.0897	19.5766	20.0759	20.5880	21.1131	21.6516	22.2039	22.7702	23.3510	23.9466
	Biweekly	1,416.04	1,452.16	1,489.19	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	37,756.05	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	18.1433	18.6060	19.0806	19.5673	20.0663	20.5782	21.1030	21.6413	22.1933	22.7593	23.3398	23.9351	24.5456
	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	18.5966	19.0710	19.5574	20.0562	20.5678	21.0924	21.6304	22.1821	22.7478	23.3280	23.9230	24.5332	25.1590
	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	19.0615	19.5477	20.0463	20.5576	21.0819	21.6197	22.1711	22.7366	23.3165	23.9112	24.5211	25.1465	25.7879
	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	19.5380	20.0363	20.5474	21.0714	21.6089	22.1600	22.7253	23.3049	23.8993	24.5089	25.1340	25.7751	26.4325
	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	20.0264	20.5372	21.0611	21.5982	22.1491	22.7141	23.2934	23.8875	24.4968	25.1216	25.7624	26.4195	27.0933
	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	20.5274	21.0510	21.5879	22.1385	22.7032	23.2823	23.8761	24.4851	25.1096	25.7500	26.4068	27.0804	27.7711
	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	21.0404	21.5770	22.1274	22.6918	23.2705	23.8641	24.4728	25.0970	25.7371	26.3935	27.0667	27.7571	28.4651
	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	21.5663	22.1164	22.6805	23.2590	23.8523	24.4606	25.0845	25.7243	26.3805	27.0533	27.7433	28.4510	29.1766
	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	22.1058	22.6696	23.2478	23.8408	24.4489	25.0724	25.7119	26.3677	27.0403	27.7300	28.4373	29.1626	29.9064
	Biweekly	1,768.46	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	22.6582	23.2361	23.8288	24.4365	25.0598	25.6990	26.3545	27.0267	27.7160	28.4229	29.1479	29.8913	30.6537
	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	59,119.68	60,627.59	62,173.95	63,759.76
62	Hourly	23.2245	23.8169	24.4244	25.0473	25.6862	26.3413	27.0132	27.7022	28.4088	29.1334	29.8764	30.6385	31.4199
	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	23.8053	24.4125	25.0351	25.6737	26.3285	27.0000	27.6887	28.3949	29.1192	29.8619	30.6235	31.4046	32.2056
	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	2,329.53	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	24.4005	25.0228	25.6611	26.3156	26.9868	27.6751	28.3810	29.1049	29.8472	30.6085	31.3892	32.1898	33.0109
	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	25.0106	25.6485	26.3027	26.9736	27.6616	28.3671	29.0906	29.8326	30.5935	31.3738	32.1741	32.9947	33.8362
	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	25.6356	26.2894	26.9600	27.6476	28.3528	29.0760	29.8176	30.5781	31.3580	32.1578	32.9781	33.8192	34.6818
	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	26.2764	26.9466	27.6340	28.3388	29.0616	29.8028	30.5630	31.3425	32.1419	32.9618	33.8025	34.6647	35.5488
	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	26.9337	27.6206	28.3251	29.0476	29.7885	30.5482	31.3274	32.1264	32.9459	33.7862	34.6479	35.5317	36.4379
	Biweekly	2,154.69	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	56,022.00	57,450.90	58,916.24	60,418.96	61,960.00	63,540.36	65,161.02	66,823.01	68,527.40	70,275.26	72,067.70	73,905.86	75,790.90
69	Hourly	27.6067	28.3109	29.0330	29.7735	30.5329	31.3117	32.1103	32.9293	33.7692	34.6305	35.5138	36.4196	37.3485
	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	28.2971	29.0189	29.7590	30.5181	31.2964	32.0947	32.9133	33.7528	34.6137	35.4965	36.4019	37.3304	38.2825
	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	29.0043	29.7441	30.5028	31.2808	32.0786	32.8968	33.7359	34.5963	35.4788	36.3837	37.3117	38.2634	39.2393
	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	29.7298	30.4881	31.2657	32.0632	32.8810	33.7197	34.5797	35.4617	36.3662	37.2937	38.2450	39.2204	40.2208
	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

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
73	Hourly	30.4731	31.2503	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	2,500.03	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	65,000.67	66,658.58	68,358.77	70,102.33	71,890.36	73,724.00	75,604.40	77,532.77	79,510.32	81,538.31	83,618.02	85,750.79
74	Hourly	31.2346	32.0313	32.8483	33.6861	34.5453	35.4264	36.3300	37.2566	38.2069	39.1814	40.1808	41.2056	42.2566
	Biweekly	2,498.77	2,562.50	2,627.86	2,694.89	2,763.62	2,834.11	2,906.40	2,980.53	3,056.55	3,134.51	3,214.46	3,296.45	3,380.53
	Annual	64,968.00	66,625.07	68,324.41	70,067.10	71,854.23	73,686.94	75,566.40	77,493.80	79,470.35	81,497.32	83,575.99	85,707.68	87,893.74
75	Hourly	32.0154	32.8320	33.6694	34.5282	35.4088	36.3120	37.2381	38.1879	39.1620	40.1608	41.1852	42.2356	43.3129
	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	3,465.03
	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	90,090.82
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	44.3958
	Biweekly	2,625.27	2,692.23	2,760.90	2,831.32	2,903.53	2,977.59	3,053.54	3,131.42	3,211.29	3,293.20	3,377.19	3,463.33	3,551.67
	Annual	68,257.00	69,997.96	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	92,343.36
77	Hourly	33.6365	34.4945	35.3743	36.2765	37.2018	38.1507	39.1238	40.1216	41.1450	42.1944	43.2706	44.3743	45.5061
	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	3,640.49
	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	94,652.72
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	46.6437
	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	3,731.50
	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	97,018.90
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	47.8099
	Biweekly	2,827.15	2,899.26	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	3,824.79
	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	99,444.61
80	Hourly	36.2226	37.1465	38.0939	39.0656	40.0620	41.0838	42.1317	43.2063	44.3083	45.4384	46.5974	47.7859	49.0047
	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	3,920.38
	Annual	75,343.00	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	101,929.85
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	50.2301
	Biweekly	2,970.27	3,046.03	3,123.72	3,203.39	3,285.10	3,368.89	3,454.82	3,542.94	3,633.30	3,725.97	3,821.01	3,918.47	4,018.41
	Annual	77,227.00	79,196.75	81,216.74	83,288.26	85,412.61	87,591.14	89,825.24	92,116.33	94,465.84	96,875.29	99,346.19	101,880.12	104,478.67
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	51.4854
	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	4,118.84
	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	107,089.72
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	52.7726
	Biweekly	3,120.62	3,200.21	3,281.83	3,365.54	3,451.38	3,539.41	3,629.69	3,722.27	3,817.21	3,914.57	4,014.42	4,116.81	4,221.81
	Annual	81,136.00	83,205.45	85,327.69	87,504.06	89,735.94	92,024.74	94,371.93	96,778.98	99,247.42	101,778.83	104,374.80	107,036.98	109,767.07
84	Hourly	39.9832	41.0030	42.0488	43.1213	44.2212	45.3491	46.5057	47.6919	48.9083	50.1558	51.4351	52.7470	54.0923
	Biweekly	3,198.65	3,280.24	3,363.90	3,449.70	3,537.69	3,627.92	3,720.46	3,815.35	3,912.67	4,012.46	4,114.81	4,219.76	4,327.39
	Annual	83,165.00	85,286.21	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	112,512.06

b/1

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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	40.9827	42.0280	43.1000	44.1993	45.3266	46.4827	47.6683	48.8841	50.1310	51.4096	52.7209	54.0656	55.4446
	Biweekly	3,278.62	3,362.24	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	96,684.05	99,150.08	101,679.00	104,272.42	106,932.00	109,659.40	112,456.38	115,324.69
86	Hourly	42.0072	43.0786	44.1774	45.3042	46.4597	47.6447	48.8600	50.1062	51.3842	52.6948	54.0388	55.4171	56.8306
	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	43.0572	44.1554	45.2817	46.4366	47.6210	48.8356	50.0812	51.3586	52.6686	54.0119	55.3896	56.8023	58.2511
	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	44.1337	45.2593	46.4137	47.5975	48.8116	50.0565	51.3333	52.6426	53.9853	55.3623	56.7743	58.2224	59.7074
	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	45.2370	46.3908	47.5741	48.7875	50.0319	51.3080	52.6167	53.9587	55.3350	56.7463	58.1937	59.6780	61.2001
	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	4,896.01
	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	46.3683	47.5509	48.7638	50.0075	51.2830	52.5911	53.9324	55.3080	56.7187	58.1654	59.6490	61.1704	62.7306
	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	47.5274	48.7396	49.9828	51.2577	52.5650	53.9058	55.2807	56.6907	58.1366	59.6194	61.1401	62.6995	64.2988
	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	48.7154	49.9579	51.2321	52.5389	53.8789	55.2532	56.6625	58.1077	59.5898	61.1097	62.6683	64.2668	65.9059
	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	49.9332	51.2068	52.5128	53.8522	55.2258	56.6344	58.0789	59.5603	61.0794	62.6373	64.2349	65.8733	67.5535
	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	51.1817	52.4872	53.8259	55.1988	56.6067	58.0505	59.5311	61.0495	62.6067	64.2035	65.8411	67.5204	69.2426
	Biweekly	4,094.54	4,198.97	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	52.4611	53.7991	55.1713	56.5785	58.0216	59.5015	61.0192	62.5755	64.1716	65.8083	67.4868	69.2082	70.9734
	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	53.7726	55.1441	56.5506	57.9930	59.4722	60.9891	62.5447	64.1399	65.7759	67.4536	69.1740	70.9384	72.7477
	Biweekly	4,301.81	4,411.53	4,524.05	4,639.44	4,757.77	4,879.13	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

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
97	Hourly	55.1173	56.5231	57.9648	59.4433	60.9594	62.5142	64.1087	65.7439	67.4208	69.1404	70.9039	72.7124	74.5670
	Biweekly	4,409.38	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	56.4952	57.9362	59.4139	60.9293	62.4834	64.0771	65.7114	67.3874	69.1062	70.8688	72.6764	74.5301	76.4311
	Biweekly	4,519.62	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	57.9072	59.3842	60.8988	62.4521	64.0450	65.6786	67.3538	69.0717	70.8334	72.6401	74.4929	76.3929	78.3414
	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	5,666.67	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	140,095.83	143,669.12	147,333.54	151,091.43	154,945.17	158,897.20	162,950.03
100	Hourly	59.3553	60.8692	62.4217	64.0139	65.6466	67.3210	69.0381	70.7990	72.6048	74.4566	76.3557	78.3032	80.3004
	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	60.8389	62.3907	63.9820	65.6140	67.2875	69.0037	70.7638	72.5687	74.4196	76.3177	78.2643	80.2605	82.3076
	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	62.3601	63.9507	65.5818	67.2545	68.9699	70.7290	72.5331	74.3831	76.2803	78.2259	80.2211	82.2673	84.3656
	Biweekly	4,988.81	5,116.05	5,246.54	5,380.36	5,517.59	5,658.32	5,802.64	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	63.9188	65.5491	67.2210	68.9355	70.6938	72.4969	74.3460	76.2423	78.1869	80.1811	82.2262	84.3235	86.4742
	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	154,639.64	158,583.88	162,628.72	166,776.73	171,030.54	175,392.84	179,866.41
104	Hourly	65.5168	67.1879	68.9016	70.6590	72.4612	74.3094	76.2048	78.1484	80.1417	82.1858	84.2820	86.4317	88.6362
	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	67.1548	68.8677	70.6242	72.4255	74.2728	76.1672	78.1099	80.1022	82.1453	84.2405	86.3891	88.5926	90.8522
	Biweekly	5,372.38	5,509.41	5,649.94	5,794.04	5,941.83	6,093.38	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	68.8337	70.5893	72.3898	74.2361	76.1296	78.0714	80.0627	82.1047	84.1989	86.3465	88.5488	90.8074	93.1235
	Biweekly	5,506.69	5,647.15	5,791.18	5,938.89	6,090.37	6,245.71	6,405.01	6,568.38	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	70.5543	72.3539	74.1993	76.0919	78.0327	80.0230	82.0640	84.1572	86.3037	88.5049	90.7623	93.0773	95.4514
	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	72.3183	74.1628	76.0544	77.9943	79.9836	82.0236	84.1157	86.2612	88.4614	90.7177	93.0315	95.4044	97.8378
	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	154,258.66	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

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	74.1264	76.0171	77.9560	79.9443	81.9834	84.0745	86.2189	88.4180	90.6732	92.9859	95.3576	97.7898	100.2840
	Biweekly	5,930.12	6,081.37	6,236.48	6,395.55	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	158,115.59	162,148.49	166,284.25	170,525.49	174,874.92	179,335.28	183,909.40	188,600.19	193,410.63	198,343.76	203,402.72	208,590.71
110	Hourly	75.9793	77.9173	79.9046	81.9427	84.0327	86.1760	88.3740	90.6281	92.9397	95.3102	97.7412	100.2341	102.7907
	Biweekly	6,078.35	6,233.38	6,392.37	6,555.41	6,722.62	6,894.08	7,069.92	7,250.25	7,435.17	7,624.81	7,819.29	8,018.73	8,223.26
	Annual	158,037.00	162,067.89	166,201.60	170,440.73	174,787.99	179,246.14	183,817.99	188,506.45	193,314.50	198,245.18	203,301.62	208,487.03	213,804.70
111	Hourly	77.8788	79.8652	81.9023	83.9913	86.1335	88.3305	90.5834	92.8938	95.2632	97.6930	100.1847	102.7400	105.3605
	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	79.8260	81.8620	83.9500	86.0912	88.2870	90.5389	92.8482	95.2164	97.6450	100.1355	102.6895	105.3087	107.9947
	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	81.8216	83.9086	86.0487	88.2435	90.4942	92.8024	95.1694	97.5968	100.0861	102.6389	105.2568	107.9415	110.6946
	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	203,001.35	208,179.10	213,488.92	218,934.17	224,518.30	230,244.87
114	Hourly	83.8673	86.0064	88.2001	90.4497	92.7568	95.1226	97.5488	100.0369	102.5884	105.2050	107.8884	110.6402	113.4622
	Biweekly	6,709.38	6,880.51	7,056.01	7,235.98	7,420.54	7,609.81	7,803.90	8,002.95	8,207.07	8,416.40	8,631.07	8,851.22	9,076.98
	Annual	174,444.00	178,893.37	183,456.22	188,135.46	192,934.04	197,855.02	202,901.51	208,076.71	213,383.92	218,826.49	224,407.87	230,131.62	236,001.36
115	Hourly	85.9639	88.1565	90.4051	92.7109	95.0756	97.5006	99.9875	102.5377	105.1531	107.8351	110.5855	113.4061	116.2987
	Biweekly	6,877.12	7,052.52	7,232.40	7,416.87	7,606.05	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	88.1130	90.3604	92.6651	95.0286	97.4524	99.9381	102.4871	105.1011	107.7818	110.5309	113.3501	116.2412	119.2061
	Biweekly	7,049.04	7,228.83	7,413.21	7,602.29	7,796.20	7,995.04	8,198.97	8,408.09	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	229,904.29	235,768.23	241,781.74	247,948.62

Attachment "B"

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
01	Hourly	5.3043	5.4396	5.5784	5.7206	5.8666	6.0162	6.1696	6.3270	6.4884	6.6539	6.8236	6.9976	7.1761
	Biweekly	424.35	435.17	446.27	457.65	469.32	481.29	493.57	506.16	519.07	532.31	545.89	559.81	574.09
	Annual	11,033.00	11,314.41	11,602.99	11,898.94	12,202.43	12,513.67	12,832.84	13,160.16	13,495.82	13,840.04	14,193.05	14,555.06	14,926.30
02	Hourly	5.4370	5.5757	5.7179	5.8638	6.0133	6.1667	6.3240	6.4853	6.6507	6.8203	6.9943	7.1727	7.3556
	Biweekly	434.96	446.06	457.43	469.10	481.06	493.33	505.92	518.82	532.05	545.63	559.54	573.81	588.45
	Annual	11,309.00	11,597.45	11,893.25	12,196.60	12,507.69	12,826.71	13,153.87	13,489.37	13,833.43	14,186.26	14,548.10	14,919.16	15,299.69
03	Hourly	5.5731	5.7152	5.8610	6.0105	6.1638	6.3210	6.4822	6.6476	6.8171	6.9910	7.1693	7.3522	7.5397
	Biweekly	445.85	457.22	468.88	480.84	493.10	505.68	518.58	531.81	545.37	559.28	573.54	588.17	603.18
	Annual	11,592.00	11,887.67	12,190.87	12,501.81	12,820.68	13,147.69	13,483.03	13,826.93	14,179.60	14,541.27	14,912.16	15,292.51	15,682.56
04	Hourly	5.7120	5.8577	6.0071	6.1603	6.3175	6.4786	6.6438	6.8133	6.9871	7.1653	7.3480	7.5355	7.7277
	Biweekly	456.96	468.62	480.57	492.83	505.40	518.29	531.51	545.06	558.97	573.22	587.84	602.84	618.21
	Annual	11,881.00	12,184.04	12,494.80	12,813.50	13,140.32	13,475.47	13,819.18	14,171.65	14,533.11	14,903.79	15,283.93	15,673.76	16,073.54
05	Hourly	5.8548	6.0041	6.1573	6.3143	6.4754	6.6405	6.8099	6.9836	7.1617	7.3444	7.5317	7.7238	7.9208
	Biweekly	468.38	480.33	492.58	505.15	518.03	531.24	544.79	558.69	572.94	587.55	602.54	617.91	633.67
	Annual	12,178.00	12,488.61	12,807.15	13,133.81	13,468.80	13,812.33	14,164.63	14,525.91	14,896.41	15,276.36	15,666.00	16,065.57	16,475.34
06	Hourly	6.0014	6.1545	6.3115	6.4725	6.6376	6.8069	6.9805	7.1585	7.3411	7.5283	7.7204	7.9173	8.1192
	Biweekly	480.12	492.36	504.92	517.80	531.00	544.55	558.44	572.68	587.29	602.27	617.63	633.38	649.54
	Annual	12,483.00	12,801.39	13,127.90	13,462.74	13,806.12	14,158.26	14,519.38	14,889.72	15,269.49	15,658.96	16,058.35	16,467.94	16,887.97
07	Hourly	6.1514	6.3083	6.4692	6.6342	6.8035	6.9770	7.1549	7.3374	7.5246	7.7165	7.9133	8.1152	8.3221
	Biweekly	492.12	504.67	517.54	530.74	544.28	558.16	572.40	586.99	601.97	617.32	633.07	649.21	665.77
	Annual	12,795.00	13,121.35	13,456.02	13,799.23	14,151.19	14,512.14	14,882.28	15,261.87	15,651.14	16,050.34	16,459.72	16,879.54	17,310.07
08	Hourly	6.3053	6.4661	6.6310	6.8002	6.9736	7.1515	7.3339	7.5209	7.7128	7.9095	8.1112	8.3181	8.5303
	Biweekly	504.42	517.29	530.48	544.01	557.89	572.12	586.71	601.68	617.02	632.76	648.90	665.45	682.42
	Annual	13,115.00	13,449.51	13,792.55	14,144.35	14,505.11	14,875.08	15,254.48	15,643.57	16,042.57	16,451.75	16,871.37	17,301.69	17,742.99
09	Hourly	6.4630	6.6278	6.7969	6.9702	7.1480	7.3303	7.5173	7.7090	7.9057	8.1073	8.3141	8.5262	8.7436
	Biweekly	517.04	530.23	543.75	557.62	571.84	586.43	601.38	616.72	632.45	648.58	665.13	682.09	699.49
	Annual	13,443.00	13,785.88	14,137.50	14,498.09	14,867.88	15,247.10	15,635.99	16,034.80	16,443.79	16,863.20	17,293.32	17,734.40	18,186.73
10	Hourly	6.6245	6.7935	6.9668	7.1445	7.3267	7.5136	7.7052	7.9017	8.1033	8.3099	8.5219	8.7393	8.9622
	Biweekly	529.96	543.48	557.34	571.56	586.13	601.08	616.42	632.14	648.26	664.80	681.75	699.14	716.97
	Annual	13,779.00	14,130.45	14,490.86	14,860.46	15,239.49	15,628.19	16,026.80	16,435.58	16,854.79	17,284.69	17,725.55	18,177.66	18,641.30
11	Hourly	6.7899	6.9631	7.1407	7.3228	7.5096	7.7011	7.8976	8.0990	8.3056	8.5174	8.7347	8.9574	9.1859
	Biweekly	543.19	557.05	571.26	585.83	600.77	616.09	631.80	647.92	664.45	681.39	698.77	716.60	734.87
	Annual	14,123.00	14,483.22	14,852.63	15,231.46	15,619.96	16,018.36	16,426.92	16,845.91	17,275.58	17,716.21	18,168.08	18,631.47	19,106.69
12	Hourly	6.9596	7.1371	7.3192	7.5058	7.6973	7.8936	8.0950	8.3014	8.5132	8.7303	8.9530	9.1813	9.4155
	Biweekly	556.77	570.97	585.53	600.47	615.78	631.49	647.60	664.11	681.05	698.42	716.24	734.51	753.24
	Annual	14,476.00	14,845.22	15,223.87	15,612.17	16,010.37	16,418.73	16,837.51	17,266.97	17,707.38	18,159.02	18,622.18	19,097.16	19,584.25

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
13	Hourly	7.1337	7.3156	7.5022	7.6935	7.8898	8.0910	8.2974	8.5090	8.7260	8.9486	9.1769	9.4109	9.6510
	Biweekly	570.69	585.25	600.18	615.48	631.18	647.28	663.79	680.72	698.08	715.89	734.15	752.87	772.08
	Annual	14,838.00	15,216.46	15,604.57	16,002.58	16,410.74	16,829.31	17,258.56	17,698.76	18,150.18	18,613.12	19,087.87	19,574.72	20,074.00
14	Hourly	7.3120	7.4985	7.6898	7.8859	8.0871	8.2933	8.5048	8.7218	8.9442	9.1724	9.4063	9.6462	9.8923
	Biweekly	584.96	599.88	615.18	630.87	646.96	663.47	680.39	697.74	715.54	733.79	752.50	771.70	791.38
	Annual	15,209.00	15,596.92	15,994.74	16,402.70	16,821.06	17,250.10	17,690.08	18,141.29	18,604.00	19,078.51	19,565.13	20,064.16	20,575.91
15	Hourly	7.4947	7.6859	7.8819	8.0829	8.2891	8.5005	8.7173	8.9397	9.1677	9.4015	9.6413	9.8872	10.1394
	Biweekly	599.58	614.87	630.55	646.64	663.13	680.04	697.39	715.18	733.42	752.12	771.31	790.98	811.15
	Annual	15,589.00	15,986.61	16,394.37	16,812.52	17,241.34	17,681.10	18,132.07	18,594.55	19,068.82	19,555.19	20,053.97	20,565.46	21,090.01
16	Hourly	7.6822	7.8782	8.0791	8.2852	8.4965	8.7132	8.9354	9.1633	9.3971	9.6367	9.8825	10.1346	10.3931
	Biweekly	614.58	630.25	646.33	662.81	679.72	697.06	714.83	733.07	751.76	770.94	790.60	810.77	831.45
	Annual	15,979.00	16,386.56	16,804.52	17,233.13	17,672.68	18,123.44	18,585.70	19,059.74	19,545.88	20,044.42	20,555.67	21,079.96	21,617.63
17	Hourly	7.8745	8.0754	8.2813	8.4926	8.7092	8.9313	9.1591	9.3927	9.6323	9.8780	10.1299	10.3883	10.6533
	Biweekly	629.96	646.03	662.51	679.40	696.73	714.50	732.73	751.42	770.58	790.24	810.39	831.06	852.26
	Annual	16,379.00	16,796.76	17,225.18	17,664.53	18,115.08	18,577.12	19,050.95	19,536.86	20,035.17	20,546.19	21,070.24	21,607.66	22,158.78
18	Hourly	8.0712	8.2770	8.4881	8.7046	8.9266	9.1543	9.3878	9.6273	9.8728	10.1246	10.3829	10.6477	10.9193
	Biweekly	645.69	662.16	679.05	696.37	714.13	732.35	751.03	770.18	789.83	809.97	830.63	851.82	873.54
	Annual	16,788.00	17,216.19	17,655.31	18,105.63	18,567.43	19,041.01	19,526.67	20,024.72	20,535.47	21,059.25	21,596.38	22,147.22	22,712.11
19	Hourly	8.2731	8.4841	8.7005	8.9224	9.1500	9.3834	9.6227	9.8681	10.1198	10.3779	10.6426	10.9141	11.1925
	Biweekly	661.85	678.73	696.04	713.79	732.00	750.67	769.81	789.45	809.59	830.23	851.41	873.13	895.40
	Annual	17,208.00	17,646.91	18,097.01	18,558.59	19,031.95	19,517.38	20,015.19	20,525.69	21,049.22	21,586.10	22,136.68	22,701.30	23,280.32
20	Hourly	8.4798	8.6961	8.9179	9.1454	9.3786	9.6178	9.8631	10.1147	10.3727	10.6373	10.9086	11.1868	11.4721
	Biweekly	678.38	695.69	713.43	731.63	750.29	769.43	789.05	809.18	829.82	850.98	872.69	894.94	917.77
	Annual	17,638.00	18,087.87	18,549.22	19,022.34	19,507.52	20,005.08	20,515.33	21,038.60	21,575.21	22,125.50	22,689.84	23,268.56	23,862.05
21	Hourly	8.6918	8.9135	9.1409	9.3740	9.6131	9.8583	10.1097	10.3676	10.6320	10.9032	11.1813	11.4665	11.7590
	Biweekly	695.35	713.08	731.27	749.92	769.05	788.66	808.78	829.41	850.56	872.26	894.51	917.32	940.72
	Annual	18,079.00	18,540.12	19,013.01	19,497.95	19,995.27	20,505.27	21,028.27	21,564.62	22,114.65	22,678.71	23,257.15	23,850.35	24,458.67
22	Hourly	8.9091	9.1364	9.3694	9.6084	9.8535	10.1048	10.3625	10.6268	10.8979	11.1758	11.4609	11.7532	12.0530
	Biweekly	712.73	730.91	749.55	768.67	788.28	808.38	829.00	850.14	871.83	894.07	916.87	940.26	964.24
	Annual	18,531.00	19,003.65	19,488.36	19,985.43	20,495.18	21,017.93	21,554.01	22,103.77	22,667.55	23,245.70	23,838.61	24,446.64	25,070.17
23	Hourly	9.1317	9.3646	9.6035	9.8484	10.0996	10.3572	10.6214	10.8923	11.1701	11.4550	11.7472	12.0468	12.3541
	Biweekly	730.54	749.17	768.28	787.88	807.97	828.58	849.71	871.39	893.61	916.40	939.78	963.75	988.33
	Annual	18,994.00	19,478.46	19,975.28	20,484.77	21,007.25	21,543.06	22,092.54	22,656.03	23,233.90	23,826.50	24,434.22	25,057.44	25,696.55
24	Hourly	9.3601	9.5988	9.8437	10.0947	10.3522	10.6163	10.8870	11.1647	11.4495	11.7415	12.0410	12.3481	12.6631
	Biweekly	748.81	767.91	787.49	807.58	828.18	849.30	870.96	893.18	915.96	939.32	963.28	987.85	1,013.05
	Annual	19,469.00	19,965.58	20,474.82	20,997.05	21,532.60	22,081.81	22,645.03	23,222.61	23,814.93	24,422.35	25,045.27	25,684.07	26,339.17

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	9.5942	9.8389	10.0899	10.3472	10.6112	10.8818	11.1594	11.4440	11.7359	12.0352	12.3422	12.6570	12.9798
	Biweekly	767.54	787.12	807.19	827.78	848.89	870.54	892.75	915.52	938.87	962.82	987.38	1,012.56	1,038.39
	Annual	19,956.00	20,465.00	20,986.98	21,522.27	22,071.22	22,634.17	23,211.47	23,803.51	24,410.64	25,033.26	25,671.75	26,326.54	26,998.02
26	Hourly	9.8341	10.0850	10.3422	10.6060	10.8765	11.1539	11.4384	11.7302	12.0293	12.3362	12.6508	12.9735	13.3044
	Biweekly	786.73	806.80	827.38	848.48	870.12	892.31	915.07	938.41	962.35	986.89	1,012.06	1,037.88	1,064.35
	Annual	20,455.00	20,976.73	21,511.76	22,060.44	22,623.11	23,200.14	23,791.88	24,398.71	25,021.03	25,659.21	26,313.68	26,984.83	27,673.11
27	Hourly	10.0798	10.3369	10.6006	10.8709	11.1482	11.4326	11.7242	12.0232	12.3299	12.6443	12.9668	13.2976	13.6367
	Biweekly	806.38	826.95	848.04	869.67	891.86	914.60	937.93	961.86	986.39	1,011.55	1,037.35	1,063.81	1,090.94
	Annual	20,966.00	21,500.76	22,049.16	22,611.54	23,188.27	23,779.71	24,386.24	25,008.23	25,646.09	26,300.22	26,971.04	27,658.96	28,364.43
28	Hourly	10.3317	10.5953	10.8655	11.1426	11.4268	11.7183	12.0172	12.3237	12.6380	12.9604	13.2909	13.6299	13.9776
	Biweekly	826.54	847.62	869.24	891.41	914.15	937.46	961.37	985.89	1,011.04	1,036.83	1,063.27	1,090.39	1,118.21
	Annual	21,490.00	22,038.12	22,600.23	23,176.67	23,767.81	24,374.04	24,995.72	25,633.26	26,287.06	26,957.54	27,645.12	28,350.24	29,073.34
29	Hourly	10.5899	10.8600	11.1370	11.4211	11.7124	12.0111	12.3175	12.6316	12.9538	13.2842	13.6230	13.9705	14.3268
	Biweekly	847.19	868.80	890.96	913.69	936.99	960.89	985.40	1,010.53	1,036.31	1,062.74	1,089.84	1,117.64	1,146.15
	Annual	22,027.00	22,588.82	23,164.97	23,755.82	24,361.73	24,983.10	25,620.32	26,273.79	26,943.93	27,631.17	28,335.93	29,058.66	29,799.83
30	Hourly	10.8548	11.1317	11.4156	11.7068	12.0054	12.3116	12.6256	12.9476	13.2779	13.6165	13.9638	14.3200	14.6852
	Biweekly	868.38	890.53	913.25	936.54	960.43	984.92	1,010.05	1,035.81	1,062.23	1,089.32	1,117.11	1,145.60	1,174.82
	Annual	22,578.00	23,153.87	23,744.44	24,350.06	24,971.14	25,608.05	26,261.21	26,931.03	27,617.93	28,322.35	29,044.74	29,785.56	30,545.27
31	Hourly	11.1264	11.4102	11.7013	11.9997	12.3058	12.6197	12.9415	13.2716	13.6101	13.9573	14.3133	14.6783	15.0527
	Biweekly	890.12	912.82	936.10	959.98	984.46	1,009.57	1,035.32	1,061.73	1,088.81	1,116.58	1,145.06	1,174.27	1,204.22
	Annual	23,143.00	23,733.29	24,338.63	24,959.41	25,596.02	26,248.87	26,918.38	27,604.96	28,309.05	29,031.10	29,771.57	30,530.92	31,309.64
32	Hourly	11.4043	11.6952	11.9935	12.2994	12.6131	12.9348	13.2647	13.6031	13.9500	14.3058	14.6707	15.0449	15.4287
	Biweekly	912.35	935.62	959.48	983.95	1,009.05	1,034.79	1,061.18	1,088.25	1,116.00	1,144.47	1,173.66	1,203.59	1,234.29
	Annual	23,721.00	24,326.03	24,946.49	25,582.77	26,235.29	26,904.44	27,590.67	28,294.40	29,016.07	29,756.16	30,515.12	31,293.44	32,091.61
33	Hourly	11.6894	11.9876	12.2933	12.6069	12.9284	13.2582	13.5963	13.9431	14.2988	14.6635	15.0375	15.4210	15.8144
	Biweekly	935.15	959.01	983.47	1,008.55	1,034.27	1,060.65	1,087.71	1,115.45	1,143.90	1,173.08	1,203.00	1,233.68	1,265.15
	Annual	24,314.00	24,934.15	25,570.12	26,222.31	26,891.14	27,577.03	28,280.41	29,001.73	29,741.44	30,500.03	31,277.96	32,075.74	32,893.86
34	Hourly	11.9817	12.2873	12.6007	12.9221	13.2517	13.5897	13.9363	14.2918	14.6563	15.0302	15.4135	15.8066	16.2098
	Biweekly	958.54	982.99	1,008.06	1,033.77	1,060.14	1,087.18	1,114.91	1,143.34	1,172.51	1,202.41	1,233.08	1,264.53	1,296.79
	Annual	24,922.00	25,557.66	26,209.53	26,878.03	27,563.59	28,266.62	28,987.59	29,726.95	30,485.16	31,262.72	32,060.11	32,877.83	33,716.41
35	Hourly	12.2813	12.5945	12.9157	13.2452	13.5830	13.9294	14.2847	14.6491	15.0227	15.4059	15.7988	16.2018	16.6150
	Biweekly	982.50	1,007.56	1,033.26	1,059.61	1,086.64	1,114.36	1,142.78	1,171.93	1,201.82	1,232.47	1,263.91	1,296.14	1,329.20
	Annual	25,545.00	26,196.55	26,864.72	27,549.93	28,252.62	28,973.23	29,712.22	30,470.06	31,247.23	32,044.22	32,861.54	33,699.71	34,559.26
36	Hourly	12.5885	12.9095	13.2388	13.5765	13.9228	14.2779	14.6421	15.0155	15.3985	15.7912	16.1940	16.6071	17.0306
	Biweekly	1,007.08	1,032.76	1,059.11	1,086.12	1,113.82	1,142.23	1,171.36	1,201.24	1,231.88	1,263.30	1,295.52	1,328.57	1,362.45
	Annual	26,184.00	26,851.85	27,536.73	28,239.08	28,959.35	29,697.99	30,455.46	31,232.26	32,028.87	32,845.80	33,683.56	34,542.70	35,423.74

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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
37	Hourly	12.9029	13.2320	13.5695	13.9156	14.2705	14.6345	15.0078	15.3906	15.7831	16.1857	16.5985	17.0219	17.4560
	Biweekly	1,032.23	1,058.56	1,085.56	1,113.25	1,141.64	1,170.76	1,200.62	1,231.24	1,262.65	1,294.85	1,327.88	1,361.75	1,396.48
	Annual	26,838.00	27,522.53	28,224.52	28,944.41	29,682.67	30,439.76	31,216.15	32,012.35	32,828.86	33,666.19	34,524.88	35,405.47	36,308.53
38	Hourly	13.2255	13.5628	13.9087	14.2635	14.6273	15.0004	15.3830	15.7753	16.1777	16.5903	17.0135	17.4474	17.8925
	Biweekly	1,058.04	1,085.02	1,112.70	1,141.08	1,170.18	1,200.03	1,230.64	1,262.03	1,294.22	1,327.23	1,361.08	1,395.80	1,431.40
	Annual	27,509.00	28,210.64	28,930.19	29,668.08	30,424.79	31,200.81	31,996.62	32,812.72	33,649.64	34,507.91	35,388.07	36,290.68	37,216.31
39	Hourly	13.5563	13.9020	14.2566	14.6202	14.9931	15.3755	15.7677	16.1699	16.5823	17.0053	17.4390	17.8838	18.3399
	Biweekly	1,084.50	1,112.16	1,140.53	1,169.62	1,199.45	1,230.04	1,261.42	1,293.59	1,326.59	1,360.42	1,395.12	1,430.70	1,467.20
	Annual	28,197.00	28,916.19	29,653.73	30,410.08	31,185.72	31,981.14	32,796.85	33,633.37	34,491.22	35,370.95	36,273.12	37,198.31	38,147.09
40	Hourly	13.8952	14.2496	14.6131	14.9858	15.3680	15.7600	16.1620	16.5742	16.9969	17.4304	17.8750	18.3309	18.7985
	Biweekly	1,111.62	1,139.97	1,169.04	1,198.86	1,229.44	1,260.80	1,292.96	1,325.93	1,359.75	1,394.44	1,430.00	1,466.48	1,503.88
	Annual	28,902.00	29,639.17	30,395.15	31,170.41	31,965.44	32,780.75	33,616.86	34,474.29	35,353.59	36,255.32	37,180.05	38,128.36	39,100.86
41	Hourly	14.2423	14.6056	14.9781	15.3601	15.7519	16.1537	16.5657	16.9882	17.4215	17.8659	18.3216	18.7889	19.2681
	Biweekly	1,139.38	1,168.45	1,198.25	1,228.81	1,260.15	1,292.29	1,325.26	1,359.06	1,393.72	1,429.27	1,465.72	1,503.11	1,541.45
	Annual	29,624.00	30,379.59	31,154.45	31,949.08	32,763.97	33,599.65	34,456.64	35,335.49	36,236.76	37,161.01	38,108.84	39,080.85	40,077.64
42	Hourly	14.5986	14.9709	15.3528	15.7443	16.1459	16.5577	16.9801	17.4132	17.8573	18.3128	18.7798	19.2588	19.7501
	Biweekly	1,167.88	1,197.67	1,228.22	1,259.55	1,291.67	1,324.62	1,358.40	1,393.05	1,428.58	1,465.02	1,502.39	1,540.71	1,580.00
	Annual	30,365.00	31,139.49	31,933.73	32,748.24	33,583.51	34,440.09	35,318.52	36,219.36	37,143.17	38,090.54	39,062.08	40,058.40	41,080.12
43	Hourly	14.9635	15.3451	15.7365	16.1379	16.5495	16.9716	17.4045	17.8484	18.3037	18.7705	19.2493	19.7402	20.2437
	Biweekly	1,197.08	1,227.61	1,258.92	1,291.03	1,323.96	1,357.73	1,392.36	1,427.87	1,464.29	1,501.64	1,539.94	1,579.22	1,619.50
	Annual	31,124.00	31,917.85	32,731.95	33,566.81	34,422.96	35,300.95	36,201.34	37,124.69	38,071.59	39,042.65	40,038.47	41,059.69	42,106.96
44	Hourly	15.3375	15.7287	16.1299	16.5413	16.9632	17.3958	17.8395	18.2946	18.7612	19.2397	19.7304	20.2337	20.7498
	Biweekly	1,227.00	1,258.30	1,290.39	1,323.30	1,357.05	1,391.67	1,427.16	1,463.56	1,500.89	1,539.18	1,578.43	1,618.69	1,659.98
	Annual	31,902.00	32,715.69	33,550.14	34,405.87	35,283.42	36,183.36	37,106.26	38,052.69	39,023.26	40,018.59	41,039.30	42,086.05	43,159.50
45	Hourly	15.7212	16.1221	16.5333	16.9550	17.3875	17.8310	18.2858	18.7522	19.2305	19.7210	20.2240	20.7398	21.2688
	Biweekly	1,257.69	1,289.77	1,322.67	1,356.40	1,391.00	1,426.48	1,462.86	1,500.17	1,538.44	1,577.68	1,617.92	1,659.18	1,701.50
	Annual	32,700.00	33,534.05	34,389.37	35,266.50	36,166.01	37,088.46	38,034.44	39,004.54	39,999.39	41,019.62	42,065.86	43,138.80	44,239.09
46	Hourly	16.1139	16.5249	16.9464	17.3787	17.8219	18.2765	18.7427	19.2207	19.7109	20.2137	20.7293	21.2580	21.8002
	Biweekly	1,289.12	1,322.00	1,355.71	1,390.29	1,425.75	1,462.12	1,499.41	1,537.66	1,576.88	1,617.10	1,658.34	1,700.64	1,744.02
	Annual	33,517.00	34,371.88	35,248.57	36,147.62	37,069.61	38,015.10	38,984.72	39,979.06	40,998.77	42,044.48	43,116.87	44,216.61	45,344.39
47	Hourly	16.5168	16.9381	17.3701	17.8132	18.2675	18.7334	19.2113	19.7013	20.2038	20.7191	21.2475	21.7895	22.3452
	Biweekly	1,321.35	1,355.05	1,389.61	1,425.05	1,461.40	1,498.68	1,536.90	1,576.10	1,616.30	1,657.53	1,699.80	1,743.16	1,787.62
	Annual	34,355.00	35,231.26	36,129.87	37,051.40	37,996.43	38,965.57	39,959.42	40,978.63	42,023.83	43,095.69	44,194.89	45,322.12	46,478.11
48	Hourly	16.9298	17.3616	17.8044	18.2586	18.7243	19.2018	19.6916	20.1939	20.7089	21.2371	21.7788	22.3343	22.9040
	Biweekly	1,354.38	1,388.93	1,424.36	1,460.69	1,497.94	1,536.15	1,575.33	1,615.51	1,656.71	1,698.97	1,742.30	1,786.74	1,832.32
	Annual	35,214.00	36,112.17	37,033.25	37,977.82	38,946.48	39,939.85	40,958.55	42,003.24	43,074.58	44,173.24	45,299.92	46,455.34	47,640.23

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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	17.3534	17.7960	18.2499	18.7154	19.1927	19.6822	20.1843	20.6991	21.2270	21.7685	22.3237	22.8931	23.4770
	Biweekly	1,388.27	1,423.68	1,459.99	1,497.23	1,535.42	1,574.58	1,614.74	1,655.93	1,698.16	1,741.48	1,785.89	1,831.45	1,878.16
	Annual	36,095.00	37,015.64	37,959.76	38,927.96	39,920.86	40,939.08	41,983.27	43,054.10	44,152.23	45,278.38	46,433.25	47,617.58	48,832.11
50	Hourly	17.7870	18.2407	18.7059	19.1831	19.6723	20.1741	20.6887	21.2163	21.7575	22.3124	22.8815	23.4652	24.0637
	Biweekly	1,422.96	1,459.26	1,496.48	1,534.64	1,573.79	1,613.93	1,655.09	1,697.31	1,740.60	1,785.00	1,830.52	1,877.21	1,925.09
	Annual	36,997.00	37,940.65	38,908.36	39,900.76	40,918.46	41,962.13	43,032.42	44,130.00	45,255.58	46,409.87	47,593.60	48,807.52	50,052.41
51	Hourly	18.2317	18.6967	19.1736	19.6627	20.1642	20.6785	21.2059	21.7468	22.3015	22.8703	23.4536	24.0518	24.6653
	Biweekly	1,458.54	1,495.74	1,533.89	1,573.01	1,613.13	1,654.28	1,696.47	1,739.74	1,784.12	1,829.62	1,876.29	1,924.15	1,973.22
	Annual	37,922.00	38,889.24	39,881.15	40,898.36	41,941.51	43,011.27	44,108.32	45,233.34	46,387.06	47,570.21	48,783.54	50,027.81	51,303.82
52	Hourly	18.6875	19.1641	19.6529	20.1542	20.6683	21.1954	21.7360	22.2904	22.8590	23.4420	24.0399	24.6531	25.2819
	Biweekly	1,495.00	1,533.13	1,572.24	1,612.34	1,653.46	1,695.63	1,738.88	1,783.24	1,828.72	1,875.36	1,923.19	1,972.25	2,022.55
	Annual	38,870.00	39,861.42	40,878.12	41,920.76	42,989.99	44,086.49	45,210.96	46,364.12	47,546.68	48,759.40	50,003.06	51,278.44	52,586.35
53	Hourly	19.1548	19.6434	20.1444	20.6582	21.1851	21.7255	22.2796	22.8478	23.4306	24.0282	24.6411	25.2696	25.9141
	Biweekly	1,532.38	1,571.47	1,611.55	1,652.66	1,694.81	1,738.04	1,782.37	1,827.83	1,874.45	1,922.26	1,971.29	2,021.57	2,073.13
	Annual	39,842.00	40,858.21	41,900.34	42,969.05	44,065.02	45,188.94	46,341.53	47,523.52	48,735.65	49,978.70	51,253.46	52,560.73	53,901.34
54	Hourly	19.6337	20.1344	20.6480	21.1746	21.7147	22.2686	22.8365	23.4190	24.0163	24.6289	25.2571	25.9013	26.5619
	Biweekly	1,570.69	1,610.75	1,651.84	1,693.97	1,737.18	1,781.48	1,826.92	1,873.52	1,921.31	1,970.31	2,020.57	2,072.10	2,124.95
	Annual	40,838.00	41,879.61	42,947.80	44,043.22	45,166.59	46,318.61	47,500.01	48,711.55	49,953.98	51,228.11	52,534.73	53,874.68	55,248.81
55	Hourly	20.1245	20.6378	21.1642	21.7040	22.2576	22.8253	23.4075	24.0045	24.6168	25.2447	25.8885	26.5489	27.2260
	Biweekly	1,609.96	1,651.03	1,693.14	1,736.32	1,780.61	1,826.02	1,872.60	1,920.36	1,969.34	2,019.57	2,071.08	2,123.91	2,178.08
	Annual	41,859.00	42,926.66	44,021.54	45,144.36	46,295.81	47,476.63	48,687.57	49,929.39	51,202.89	52,508.87	53,848.16	55,221.62	56,630.10
56	Hourly	20.6274	21.1535	21.6931	22.2464	22.8138	23.3957	23.9924	24.6044	25.2319	25.8755	26.5355	27.2123	27.9064
	Biweekly	1,650.19	1,692.28	1,735.45	1,779.71	1,825.10	1,871.65	1,919.39	1,968.35	2,018.55	2,070.04	2,122.84	2,176.98	2,232.51
	Annual	42,905.00	43,999.33	45,121.58	46,272.45	47,452.68	48,663.01	49,904.20	51,177.06	52,482.38	53,821.00	55,193.76	56,601.53	58,045.21
57	Hourly	21.1433	21.6825	22.2356	22.8027	23.3843	23.9808	24.5924	25.2197	25.8629	26.5226	27.1991	27.8928	28.6043
	Biweekly	1,691.46	1,734.60	1,778.85	1,824.22	1,870.75	1,918.46	1,967.39	2,017.57	2,069.03	2,121.81	2,175.93	2,231.43	2,288.34
	Annual	43,978.00	45,099.70	46,250.02	47,429.67	48,639.41	49,880.01	51,152.25	52,456.94	53,794.90	55,166.99	56,574.08	58,017.06	59,496.85
58	Hourly	21.6716	22.2244	22.7912	23.3726	23.9687	24.5800	25.2070	25.8499	26.5092	27.1854	27.8788	28.5899	29.3191
	Biweekly	1,733.73	1,777.95	1,823.30	1,869.80	1,917.50	1,966.40	2,016.56	2,067.99	2,120.74	2,174.83	2,230.30	2,287.19	2,345.53
	Annual	45,077.00	46,226.73	47,405.79	48,614.93	49,854.90	51,126.50	52,430.53	53,767.82	55,139.22	56,545.61	57,987.86	59,466.90	60,983.66
59	Hourly	22.2135	22.7800	23.3611	23.9569	24.5680	25.1946	25.8372	26.4962	27.1720	27.8651	28.5758	29.3046	30.0521
	Biweekly	1,777.08	1,822.40	1,868.89	1,916.55	1,965.44	2,015.57	2,066.98	2,119.70	2,173.76	2,229.21	2,286.06	2,344.37	2,404.17
	Annual	46,204.00	47,382.48	48,591.02	49,830.38	51,101.35	52,404.74	53,741.38	55,112.11	56,517.80	57,959.34	59,437.65	60,953.67	62,508.35
60	Hourly	22.7688	23.3495	23.9450	24.5558	25.1821	25.8244	26.4831	27.1586	27.8513	28.5616	29.2901	30.0372	30.8033
	Biweekly	1,821.50	1,867.96	1,915.60	1,964.46	2,014.57	2,065.95	2,118.65	2,172.68	2,228.10	2,284.93	2,343.21	2,402.98	2,464.27
	Annual	47,359.00	48,566.94	49,805.69	51,076.03	52,378.78	53,714.75	55,084.80	56,489.79	57,930.62	59,408.20	60,923.46	62,477.38	64,070.92

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Attachment "B"

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	23.3380	23.9332	24.5437	25.1697	25.8117	26.4700	27.1452	27.8375	28.5476	29.2757	30.0224	30.7881	31.5734
	Biweekly	1,867.04	1,914.66	1,963.49	2,013.58	2,064.93	2,117.60	2,171.61	2,227.00	2,283.80	2,342.06	2,401.79	2,463.05	2,525.87
	Annual	48,543.00	49,781.14	51,050.86	52,352.96	53,688.27	55,057.65	56,461.95	57,902.06	59,378.92	60,893.43	62,446.58	64,039.34	65,672.73
62	Hourly	23.9216	24.5318	25.1575	25.7992	26.4572	27.1320	27.8240	28.5337	29.2615	30.0078	30.7732	31.5581	32.3630
	Biweekly	1,913.73	1,962.54	2,012.60	2,063.93	2,116.58	2,170.56	2,225.92	2,282.70	2,340.92	2,400.63	2,461.86	2,524.65	2,589.04
	Annual	49,757.00	51,026.10	52,327.57	53,662.24	55,030.95	56,434.57	57,873.99	59,350.12	60,863.91	62,416.30	64,008.29	65,640.89	67,315.12
63	Hourly	24.5197	25.1451	25.7865	26.4442	27.1187	27.8103	28.5197	29.2471	29.9931	30.7581	31.5426	32.3471	33.1722
	Biweekly	1,961.58	2,011.61	2,062.92	2,115.53	2,169.49	2,224.83	2,281.57	2,339.77	2,399.45	2,460.65	2,523.41	2,587.77	2,653.77
	Annual	51,001.00	52,301.83	53,635.84	55,003.88	56,406.81	57,845.52	59,320.93	60,833.97	62,385.60	63,976.80	65,608.60	67,282.01	68,998.10
64	Hourly	25.1327	25.7737	26.4311	27.1053	27.7966	28.5056	29.2327	29.9783	30.7429	31.5270	32.3311	33.1558	34.0015
	Biweekly	2,010.62	2,061.90	2,114.49	2,168.42	2,223.73	2,280.45	2,338.61	2,398.26	2,459.43	2,522.16	2,586.49	2,652.46	2,720.12
	Annual	52,276.00	53,609.35	54,976.71	56,378.95	57,816.95	59,291.63	60,803.92	62,354.79	63,945.21	65,576.19	67,248.78	68,964.03	70,723.02
65	Hourly	25.7611	26.4181	27.0919	27.7829	28.4916	29.2183	29.9635	30.7278	31.5115	32.3153	33.1395	33.9847	34.8516
	Biweekly	2,060.88	2,113.45	2,167.36	2,222.64	2,279.33	2,337.46	2,397.08	2,458.22	2,520.92	2,585.22	2,651.16	2,718.78	2,788.12
	Annual	53,583.00	54,949.69	56,351.23	57,788.53	59,262.48	60,774.03	62,324.13	63,913.77	65,543.96	67,215.72	68,930.13	70,688.26	72,491.23
66	Hourly	26.4048	27.0783	27.7689	28.4772	29.2036	29.9484	30.7123	31.4956	32.2990	33.1228	33.9676	34.8340	35.7225
	Biweekly	2,112.38	2,166.26	2,221.52	2,278.18	2,336.28	2,395.87	2,456.98	2,519.65	2,583.92	2,649.82	2,717.41	2,786.72	2,857.80
	Annual	54,922.00	56,322.84	57,759.41	59,232.62	60,743.41	62,292.73	63,881.57	65,510.93	67,181.85	68,895.40	70,652.64	72,454.71	74,302.74
67	Hourly	27.0649	27.7552	28.4631	29.1891	29.9336	30.6971	31.4801	32.2830	33.1064	33.9508	34.8168	35.7048	36.6155
	Biweekly	2,165.19	2,220.42	2,277.05	2,335.13	2,394.69	2,455.77	2,518.41	2,582.64	2,648.51	2,716.07	2,785.34	2,856.38	2,929.24
	Annual	56,295.00	57,730.86	59,203.34	60,713.38	62,261.94	63,849.99	65,478.55	67,148.65	68,861.34	70,617.72	72,418.89	74,266.01	76,160.24
68	Hourly	27.7413	28.4489	29.1745	29.9187	30.6818	31.4643	32.2669	33.0899	33.9339	34.7994	35.6870	36.5972	37.5306
	Biweekly	2,219.31	2,275.91	2,333.96	2,393.49	2,454.54	2,517.15	2,581.35	2,647.19	2,714.71	2,783.95	2,854.96	2,927.78	3,002.45
	Annual	57,702.00	59,173.75	60,683.03	62,230.81	63,818.07	65,445.82	67,115.08	68,826.92	70,582.41	72,382.69	74,228.88	76,122.16	78,063.74
69	Hourly	28.4351	29.1604	29.9041	30.6669	31.4490	32.2512	33.0738	33.9174	34.7825	35.6696	36.5794	37.5124	38.4692
	Biweekly	2,274.81	2,332.83	2,392.33	2,453.35	2,515.92	2,580.10	2,645.90	2,713.39	2,782.60	2,853.57	2,926.35	3,000.99	3,077.54
	Annual	59,145.00	60,653.55	62,200.58	63,787.07	65,414.02	67,082.47	68,793.48	70,548.13	72,347.53	74,192.82	76,085.18	78,025.81	80,015.94
70	Hourly	29.1462	29.8896	30.6519	31.4337	32.2355	33.0577	33.9008	34.7655	35.6522	36.5616	37.4941	38.4505	39.4312
	Biweekly	2,331.69	2,391.16	2,452.15	2,514.70	2,578.84	2,644.61	2,712.07	2,781.24	2,852.18	2,924.93	2,999.53	3,076.04	3,154.49
	Annual	60,624.00	62,170.28	63,755.99	65,382.15	67,049.79	68,759.96	70,513.75	72,312.28	74,156.67	76,048.11	77,987.80	79,976.95	82,016.84
71	Hourly	29.8745	30.6365	31.4179	32.2193	33.0410	33.8838	34.7480	35.6343	36.5432	37.4753	38.4311	39.4113	40.4166
	Biweekly	2,389.96	2,450.92	2,513.43	2,577.54	2,643.28	2,710.70	2,779.84	2,850.74	2,923.46	2,998.02	3,074.49	3,152.91	3,233.33
	Annual	62,139.00	63,723.92	65,349.26	67,016.06	68,725.37	70,478.28	72,275.90	74,119.37	76,009.86	77,948.56	79,936.72	81,975.58	84,066.45
72	Hourly	30.6216	31.4027	32.2036	33.0250	33.8673	34.7312	35.6170	36.5255	37.4571	38.4125	39.3922	40.3970	41.4273
	Biweekly	2,449.73	2,512.21	2,576.29	2,642.00	2,709.39	2,778.49	2,849.36	2,922.04	2,996.57	3,073.00	3,151.38	3,231.76	3,314.19
	Annual	63,693.00	65,317.55	66,983.54	68,692.03	70,444.08	72,240.83	74,083.41	75,972.98	77,910.74	79,897.94	81,935.81	84,025.67	86,168.83

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
73	Hourly	31.3870	32.1876	33.0086	33.8505	34.7139	35.5993	36.5073	37.4384	38.3933	39.3726	40.3768	41.4067	42.4628
	Biweekly	2,510.96	2,575.01	2,640.68	2,708.04	2,777.11	2,847.94	2,920.58	2,995.07	3,071.47	3,149.81	3,230.15	3,312.53	3,397.02
	Annual	65,285.00	66,950.16	68,657.79	70,408.98	72,204.83	74,046.48	75,935.11	77,871.91	79,858.11	81,894.98	83,983.79	86,125.88	88,322.61
74	Hourly	32.1716	32.9922	33.8337	34.6967	35.5816	36.4892	37.4199	38.3743	39.3531	40.3568	41.3862	42.4418	43.5243
	Biweekly	2,573.73	2,639.38	2,706.70	2,775.73	2,846.53	2,919.13	2,993.59	3,069.94	3,148.25	3,228.55	3,310.89	3,395.34	3,481.94
	Annual	66,917.00	68,623.79	70,374.10	72,169.07	74,009.81	75,897.50	77,833.35	79,818.56	81,854.41	83,942.19	86,083.22	88,278.86	90,530.50
75	Hourly	32.9760	33.8170	34.6796	35.5641	36.4712	37.4015	38.3554	39.3337	40.3370	41.3658	42.4209	43.5029	44.6124
	Biweekly	2,638.08	2,705.36	2,774.37	2,845.13	2,917.70	2,992.12	3,068.43	3,146.70	3,226.96	3,309.26	3,393.67	3,480.23	3,568.99
	Annual	68,590.00	70,339.46	72,133.53	73,973.37	75,860.14	77,795.03	79,779.27	81,814.12	83,900.87	86,040.84	88,235.40	90,485.93	92,793.87
76	Hourly	33.8005	34.6626	35.5467	36.4534	37.3831	38.3366	39.3144	40.3172	41.3455	42.4001	43.4815	44.5906	45.7279
	Biweekly	2,704.04	2,773.01	2,843.74	2,916.27	2,990.65	3,066.93	3,145.16	3,225.38	3,307.64	3,392.01	3,478.52	3,567.25	3,658.23
	Annual	70,305.00	72,098.20	73,937.14	75,822.98	77,756.92	79,740.19	81,774.04	83,859.77	85,998.69	88,192.18	90,441.61	92,748.41	95,114.05
77	Hourly	34.6457	35.5293	36.4356	37.3649	38.3179	39.2952	40.2975	41.3253	42.3794	43.4603	44.5688	45.7056	46.8714
	Biweekly	2,771.65	2,842.35	2,914.84	2,989.19	3,065.43	3,143.62	3,223.80	3,306.03	3,390.35	3,476.83	3,565.50	3,656.45	3,749.71
	Annual	72,063.00	73,901.04	75,785.96	77,718.96	79,701.26	81,734.12	83,818.83	85,956.71	88,149.12	90,397.45	92,703.13	95,067.62	97,492.41
78	Hourly	35.5115	36.4173	37.3462	38.2987	39.2756	40.2773	41.3046	42.3581	43.4385	44.5465	45.6827	46.8479	48.0428
	Biweekly	2,840.92	2,913.38	2,987.69	3,063.90	3,142.04	3,222.19	3,304.37	3,388.65	3,475.08	3,563.72	3,654.61	3,747.83	3,843.42
	Annual	73,864.00	75,747.98	77,680.00	79,661.31	81,693.15	83,776.82	85,913.63	88,104.94	90,352.15	92,656.67	95,019.97	97,443.55	99,928.94
79	Hourly	36.3995	37.3279	38.2800	39.2564	40.2577	41.2845	42.3375	43.4173	44.5247	45.6604	46.8250	48.0193	49.2441
	Biweekly	2,911.96	2,986.23	3,062.40	3,140.51	3,220.61	3,302.76	3,387.00	3,473.39	3,561.98	3,652.83	3,746.00	3,841.54	3,939.53
	Annual	75,711.00	77,642.08	79,622.42	81,653.27	83,735.92	85,871.69	88,061.93	90,308.04	92,611.44	94,973.59	97,395.98	99,880.16	102,427.71
80	Hourly	37.3091	38.2607	39.2366	40.2374	41.2637	42.3162	43.3955	44.5023	45.6374	46.8014	47.9951	49.2193	50.4747
	Biweekly	2,984.73	3,060.86	3,138.93	3,218.99	3,301.09	3,385.29	3,471.64	3,560.19	3,650.99	3,744.11	3,839.61	3,937.54	4,037.98
	Annual	77,603.00	79,582.34	81,612.17	83,693.77	85,828.46	88,017.60	90,262.58	92,564.82	94,925.78	97,346.95	99,829.88	102,376.15	104,987.35
81	Hourly	38.2423	39.2177	40.2180	41.2438	42.2958	43.3746	44.4809	45.6154	46.7789	47.9720	49.1956	50.4504	51.7372
	Biweekly	3,059.38	3,137.42	3,217.44	3,299.50	3,383.66	3,469.97	3,558.47	3,649.23	3,742.31	3,837.76	3,935.65	4,036.03	4,138.97
	Annual	79,544.00	81,572.85	83,653.45	85,787.11	87,975.20	90,219.09	92,520.22	94,880.04	97,300.05	99,781.79	102,326.82	104,936.77	107,613.29
82	Hourly	39.1981	40.1979	41.2231	42.2746	43.3528	44.4586	45.5926	46.7554	47.9480	49.1710	50.4251	51.7112	53.0302
	Biweekly	3,135.85	3,215.83	3,297.85	3,381.97	3,468.23	3,556.69	3,647.40	3,740.44	3,835.84	3,933.68	4,034.01	4,136.90	4,242.42
	Annual	81,532.00	83,611.56	85,744.15	87,931.14	90,173.91	92,473.89	94,832.53	97,251.33	99,731.82	102,275.58	104,884.22	107,559.40	110,302.81
83	Hourly	40.1779	41.2027	42.2536	43.3313	44.4365	45.5699	46.7322	47.9242	49.1465	50.4000	51.6855	53.0038	54.3558
	Biweekly	3,214.23	3,296.21	3,380.29	3,466.50	3,554.92	3,645.59	3,738.58	3,833.93	3,931.72	4,032.00	4,134.84	4,240.31	4,348.46
	Annual	83,570.00	85,701.54	87,887.44	90,129.10	92,427.93	94,785.40	97,202.99	99,682.25	102,224.75	104,832.09	107,505.94	110,247.99	113,059.97
84	Hourly	41.1827	42.2331	43.3103	44.4150	45.5478	46.7096	47.9009	49.1227	50.3756	51.6605	52.9782	54.3294	55.7151
	Biweekly	3,294.62	3,378.65	3,464.82	3,553.20	3,643.83	3,736.76	3,832.07	3,929.82	4,030.05	4,132.84	4,238.25	4,346.35	4,457.21
	Annual	85,660.00	87,844.84	90,085.41	92,383.13	94,739.46	97,155.88	99,633.94	102,175.20	104,781.28	107,453.84	110,194.55	113,005.18	115,887.49

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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	42.2120	43.2887	44.3928	45.5251	46.6862	47.8770	49.0982	50.3505	51.6347	52.9517	54.3023	55.6873	57.1077
	Biweekly	3,376.96	3,463.09	3,551.42	3,642.01	3,734.90	3,830.16	3,927.85	4,028.04	4,130.78	4,236.14	4,344.18	4,454.99	4,568.62
	Annual	87,801.00	90,040.45	92,337.02	94,692.17	97,107.39	99,584.21	102,124.21	104,728.99	107,400.20	110,139.55	112,948.77	115,829.64	118,784.00
86	Hourly	43.2673	44.3709	45.5026	46.6632	47.8534	49.0739	50.3256	51.6092	52.9256	54.2755	55.6598	57.0795	58.5354
	Biweekly	3,461.38	3,549.67	3,640.21	3,733.06	3,828.27	3,925.91	4,026.05	4,128.74	4,234.05	4,342.04	4,452.79	4,566.36	4,682.83
	Annual	89,996.00	92,291.44	94,645.42	97,059.45	99,535.05	102,073.79	104,677.28	107,347.18	110,085.18	112,893.01	115,772.46	118,725.35	121,753.56
87	Hourly	44.3490	45.4802	46.6402	47.8298	49.0498	50.3008	51.5838	52.8995	54.2488	55.6324	57.0514	58.5065	59.9988
	Biweekly	3,547.92	3,638.42	3,731.22	3,826.39	3,923.98	4,024.07	4,126.71	4,231.96	4,339.90	4,450.59	4,564.11	4,680.52	4,799.91
	Annual	92,246.00	94,598.83	97,011.66	99,486.04	102,023.53	104,625.75	107,294.33	110,030.98	112,837.43	115,715.46	118,666.90	121,693.62	124,797.54
88	Hourly	45.4577	46.6171	47.8062	49.0255	50.2759	51.5583	52.8733	54.2219	55.6049	57.0232	58.4776	59.9691	61.4987
	Biweekly	3,636.62	3,729.37	3,824.49	3,922.04	4,022.08	4,124.66	4,229.87	4,337.75	4,448.39	4,561.85	4,678.21	4,797.53	4,919.90
	Annual	94,552.00	96,963.64	99,436.80	101,973.03	104,573.96	107,241.22	109,976.52	112,781.58	115,658.18	118,608.16	121,633.38	124,735.76	127,917.27
89	Hourly	46.5942	47.7827	49.0014	50.2512	51.5329	52.8473	54.1953	55.5776	56.9951	58.4489	59.9397	61.4685	63.0363
	Biweekly	3,727.54	3,822.61	3,920.11	4,020.10	4,122.64	4,227.79	4,335.62	4,446.21	4,559.61	4,675.91	4,795.17	4,917.48	5,042.90
	Annual	96,916.00	99,387.94	101,922.93	104,522.57	107,188.53	109,922.48	112,726.16	115,601.35	118,549.88	121,573.62	124,674.47	127,854.42	131,115.47
90	Hourly	47.7591	48.9773	50.2265	51.5076	52.8213	54.1686	55.5502	56.9671	58.4201	59.9101	61.4382	63.0052	64.6123
	Biweekly	3,820.73	3,918.18	4,018.12	4,120.61	4,225.71	4,333.49	4,444.02	4,557.37	4,673.61	4,792.81	4,915.06	5,040.42	5,168.98
	Annual	99,339.00	101,872.74	104,471.11	107,135.75	109,868.35	112,670.65	115,544.43	118,491.51	121,513.75	124,613.08	127,791.46	131,050.91	134,393.50
91	Hourly	48.9529	50.2015	51.4819	52.7950	54.1416	55.5225	56.9387	58.3910	59.8803	61.4076	62.9739	64.5801	66.2273
	Biweekly	3,916.23	4,016.12	4,118.55	4,223.60	4,331.33	4,441.80	4,555.10	4,671.28	4,790.42	4,912.61	5,037.91	5,166.41	5,298.18
	Annual	101,822.00	104,419.07	107,082.38	109,813.63	112,614.53	115,486.88	118,432.49	121,453.23	124,551.01	127,727.81	130,985.64	134,326.56	137,752.69
92	Hourly	50.1769	51.4567	52.7692	54.1151	55.4954	56.9108	58.3624	59.8510	61.3776	62.9431	64.5485	66.1949	67.8832
	Biweekly	4,014.15	4,116.54	4,221.54	4,329.21	4,439.63	4,552.87	4,668.99	4,788.08	4,910.21	5,035.45	5,163.88	5,295.59	5,430.66
	Annual	104,368.00	107,030.01	109,759.92	112,559.45	115,430.40	118,374.56	121,393.82	124,490.10	127,665.34	130,921.57	134,260.86	137,685.32	141,197.12
93	Hourly	51.4313	52.7431	54.0883	55.4679	56.8827	58.3335	59.8214	61.3472	62.9119	64.5165	66.1621	67.8496	69.5802
	Biweekly	4,114.50	4,219.44	4,327.07	4,437.43	4,550.61	4,666.68	4,785.71	4,907.77	5,032.95	5,161.32	5,292.97	5,427.97	5,566.41
	Annual	106,977.00	109,705.56	112,503.71	115,373.22	118,315.93	121,333.70	124,428.44	127,602.11	130,856.73	134,194.36	137,617.12	141,127.18	144,726.77
94	Hourly	52.7173	54.0619	55.4408	56.8549	58.3050	59.7922	61.3172	62.8812	64.4850	66.1298	67.8165	69.5462	71.3201
	Biweekly	4,217.38	4,324.95	4,435.27	4,548.39	4,664.40	4,783.37	4,905.38	5,030.49	5,158.80	5,290.38	5,425.32	5,563.70	5,705.60
	Annual	109,652.00	112,448.78	115,316.90	118,258.18	121,274.47	124,367.70	127,539.82	130,792.85	134,128.85	137,549.94	141,058.29	144,656.12	148,345.72
95	Hourly	54.0351	55.4133	56.8267	58.2761	59.7625	61.2868	62.8500	64.4530	66.0970	67.7828	69.5117	71.2847	73.1029
	Biweekly	4,322.81	4,433.07	4,546.13	4,662.09	4,781.00	4,902.94	5,028.00	5,156.24	5,287.76	5,422.63	5,560.94	5,702.77	5,848.23
	Annual	112,393.00	115,259.70	118,199.51	121,214.31	124,306.00	127,476.55	130,727.96	134,062.31	137,481.70	140,988.31	144,584.36	148,272.13	152,053.96
96	Hourly	55.3861	56.7987	58.2474	59.7331	61.2567	62.8191	64.4213	66.0645	67.7495	69.4775	71.2496	73.0669	74.9306
	Biweekly	4,430.88	4,543.90	4,659.80	4,778.65	4,900.53	5,025.53	5,153.71	5,285.16	5,419.96	5,558.20	5,699.97	5,845.35	5,994.44
	Annual	115,203.00	118,141.37	121,154.68	124,244.85	127,413.84	130,663.66	133,996.37	137,414.08	140,918.96	144,513.24	148,199.20	151,979.16	155,855.54

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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
97	Hourly	56.7707	58.2187	59.7036	61.2264	62.7880	64.3895	66.0318	67.7160	69.4432	71.2144	73.0308	74.8935	76.8038
	Biweekly	4,541.65	4,657.49	4,776.29	4,898.11	5,023.04	5,151.16	5,282.55	5,417.28	5,555.46	5,697.15	5,842.46	5,991.48	6,144.30
	Annual	118,083.00	121,094.82	124,183.47	127,350.89	130,599.11	133,930.17	137,346.19	140,849.34	144,441.84	148,125.98	151,904.08	155,778.54	159,751.83
98	Hourly	58.1899	59.6741	61.1961	62.7570	64.3577	65.9992	67.6826	69.4089	71.1792	72.9947	74.8565	76.7658	78.7238
	Biweekly	4,655.19	4,773.93	4,895.69	5,020.56	5,148.62	5,279.94	5,414.61	5,552.71	5,694.34	5,839.58	5,988.52	6,141.27	6,297.90
	Annual	121,035.00	124,122.12	127,287.98	130,534.58	133,864.00	137,278.33	140,779.76	144,370.48	148,052.80	151,829.03	155,701.58	159,672.91	163,745.53
99	Hourly	59.6447	61.1660	62.7261	64.3260	65.9667	67.6492	69.3747	71.1442	72.9588	74.8197	76.7280	78.6850	80.6920
	Biweekly	4,771.58	4,893.28	5,018.09	5,146.08	5,277.34	5,411.94	5,549.98	5,691.53	5,836.70	5,985.57	6,138.24	6,294.80	6,455.36
	Annual	124,061.00	127,225.30	130,470.31	133,798.08	137,210.74	140,710.44	144,299.40	147,979.90	151,754.27	155,624.92	159,594.28	163,664.90	167,839.33
100	Hourly	61.1356	62.6949	64.2940	65.9339	67.6156	69.3402	71.1088	72.9225	74.7824	76.6898	78.6459	80.6518	82.7089
	Biweekly	4,890.85	5,015.59	5,143.52	5,274.71	5,409.25	5,547.22	5,688.70	5,833.80	5,982.60	6,135.19	6,291.67	6,452.15	6,616.72
	Annual	127,162.00	130,405.39	133,731.51	137,142.47	140,640.43	144,227.60	147,906.27	151,678.77	155,547.49	159,514.88	163,583.47	167,755.83	172,034.61
101	Hourly	62.6639	64.2622	65.9013	67.5822	69.3060	71.0737	72.8865	74.7455	76.6520	78.6071	80.6120	82.6681	84.7766
	Biweekly	5,013.12	5,140.98	5,272.11	5,406.58	5,544.48	5,685.89	5,830.92	5,979.64	6,132.16	6,288.56	6,448.96	6,613.45	6,782.13
	Annual	130,341.00	133,665.48	137,074.75	140,570.98	144,156.38	147,833.23	151,603.87	155,470.68	159,436.11	163,502.69	167,672.99	171,949.66	176,335.40
102	Hourly	64.2308	65.8690	67.5491	69.2720	71.0389	72.8508	74.7089	76.6144	78.5686	80.5725	82.6276	84.7351	86.8964
	Biweekly	5,138.46	5,269.52	5,403.93	5,541.76	5,683.11	5,828.06	5,976.71	6,129.15	6,285.48	6,445.80	6,610.21	6,778.81	6,951.71
	Annual	133,600.00	137,007.60	140,502.12	144,085.76	147,760.82	151,529.60	155,394.52	159,358.01	163,422.60	167,590.85	171,865.42	176,249.02	180,744.43
103	Hourly	65.8365	67.5158	69.2378	71.0038	72.8148	74.6720	76.5766	78.5298	80.5328	82.5868	84.6933	86.8535	89.0688
	Biweekly	5,266.92	5,401.26	5,539.03	5,680.30	5,825.19	5,973.76	6,126.13	6,282.38	6,442.62	6,606.95	6,775.46	6,948.28	7,125.50
	Annual	136,940.00	140,432.79	144,014.67	147,687.91	151,454.84	155,317.84	159,279.38	163,341.96	167,508.16	171,780.62	176,162.06	180,655.25	185,263.04
104	Hourly	67.4822	69.2034	70.9685	72.7786	74.6349	76.5386	78.4908	80.4927	82.5458	84.6512	86.8103	89.0245	91.2952
	Biweekly	5,398.58	5,536.27	5,677.48	5,822.29	5,970.79	6,123.09	6,279.26	6,439.42	6,603.66	6,772.10	6,944.83	7,121.96	7,303.61
	Annual	140,363.00	143,943.10	147,614.51	151,379.57	155,240.65	159,200.22	163,260.78	167,424.91	171,695.25	176,074.51	180,565.47	185,170.97	189,893.94
105	Hourly	69.1692	70.9335	72.7427	74.5981	76.5008	78.4520	80.4530	82.5050	84.6094	86.7674	88.9805	91.2501	93.5775
	Biweekly	5,533.54	5,674.68	5,819.42	5,967.85	6,120.06	6,276.16	6,436.24	6,600.40	6,768.75	6,941.40	7,118.44	7,300.01	7,486.20
	Annual	143,872.00	147,541.60	151,304.80	155,163.98	159,121.59	163,180.14	167,342.22	171,610.45	175,987.54	180,476.28	185,079.51	189,800.15	194,641.19
106	Hourly	70.8986	72.7069	74.5614	76.4631	78.4134	80.4134	82.4644	84.5678	86.7247	88.9367	91.2052	93.5314	95.9171
	Biweekly	5,671.88	5,816.55	5,964.91	6,117.05	6,273.07	6,433.07	6,597.15	6,765.42	6,937.98	7,114.94	7,296.41	7,482.52	7,673.36
	Annual	147,469.00	151,230.34	155,087.63	159,043.29	163,099.85	167,259.87	171,526.00	175,900.95	180,387.48	184,988.44	189,706.75	194,545.41	199,507.49
107	Hourly	72.6712	74.5247	76.4255	78.3748	80.3739	82.4239	84.5262	86.6821	88.8930	91.1603	93.4855	95.8699	98.3152
	Biweekly	5,813.69	5,961.98	6,114.04	6,269.99	6,429.91	6,593.91	6,762.10	6,934.57	7,111.44	7,292.83	7,478.84	7,669.59	7,865.21
	Annual	151,156.00	155,011.38	158,965.11	163,019.67	167,177.65	171,441.68	175,814.47	180,298.80	184,897.50	189,613.49	194,449.78	199,409.41	204,495.55
108	Hourly	74.4880	76.3879	78.3362	80.3343	82.3833	84.4845	86.6394	88.8492	91.1154	93.4394	95.8227	98.2667	100.7731
	Biweekly	5,959.04	6,111.03	6,266.90	6,426.74	6,590.66	6,758.76	6,931.15	7,107.94	7,289.23	7,475.15	7,665.81	7,861.34	8,061.85
	Annual	154,935.00	158,886.77	162,939.34	167,095.27	171,357.20	175,727.84	180,209.95	184,806.39	189,520.06	194,353.96	199,311.15	204,394.78	209,608.07

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	76.3500	78.2974	80.2944	82.3424	84.4427	86.5964	88.8052	91.0702	93.3931	95.7752	98.2180	100.7232	103.2922
	Biweekly	6,108.00	6,263.79	6,423.55	6,587.39	6,755.41	6,927.72	7,104.41	7,285.62	7,471.45	7,662.01	7,857.44	8,057.85	8,263.38
	Annual	158,808.00	162,858.56	167,012.43	171,272.25	175,640.72	180,120.61	184,714.76	189,426.10	194,257.60	199,212.34	204,293.45	209,504.15	214,847.77
110	Hourly	78.2587	80.2547	82.3017	84.4009	86.5536	88.7612	91.0252	93.3469	95.7278	98.1694	100.6733	103.2411	105.8744
	Biweekly	6,260.69	6,420.38	6,584.14	6,752.07	6,924.29	7,100.90	7,282.02	7,467.75	7,658.22	7,853.55	8,053.87	8,259.29	8,469.95
	Annual	162,778.00	166,929.82	171,187.53	175,553.84	180,031.51	184,623.40	189,332.40	194,161.51	199,113.80	204,192.39	209,400.52	214,741.49	220,218.69
111	Hourly	80.2154	82.2614	84.3595	86.5112	88.7177	90.9806	93.3011	95.6809	98.1213	100.6240	103.1905	105.8225	108.5216
	Biweekly	6,417.23	6,580.91	6,748.76	6,920.90	7,097.42	7,278.45	7,464.09	7,654.47	7,849.70	8,049.92	8,255.24	8,465.80	8,681.73
	Annual	166,848.00	171,103.63	175,467.79	179,943.28	184,532.91	189,239.61	194,066.35	199,016.21	204,092.31	209,297.89	214,636.24	220,110.76	225,724.90
112	Hourly	82.2207	84.3178	86.4684	88.6739	90.9356	93.2550	95.6335	98.0728	100.5742	103.1395	105.7701	108.4679	111.2345
	Biweekly	6,577.65	6,745.42	6,917.47	7,093.91	7,274.85	7,460.40	7,650.68	7,845.82	8,045.94	8,251.16	8,461.61	8,677.43	8,898.76
	Annual	171,019.00	175,381.01	179,854.28	184,441.64	189,146.01	193,970.37	198,917.78	203,991.37	209,194.38	214,530.09	220,001.89	225,613.26	231,367.75
113	Hourly	84.2764	86.4260	88.6304	90.8910	93.2093	95.5866	98.0247	100.5249	103.0889	105.7183	108.4147	111.1799	114.0157
	Biweekly	6,742.12	6,914.08	7,090.43	7,271.28	7,456.74	7,646.93	7,841.97	8,041.99	8,247.11	8,457.46	8,673.18	8,894.40	9,121.26
	Annual	175,295.00	179,766.07	184,351.19	189,053.25	193,875.24	198,820.22	203,891.33	209,091.78	214,424.88	219,894.00	225,502.62	231,254.29	237,152.66
114	Hourly	86.3832	88.5865	90.8459	93.1631	95.5393	97.9761	100.4751	103.0378	105.6659	108.3610	111.1249	113.9592	116.8658
	Biweekly	6,910.65	7,086.92	7,267.68	7,453.05	7,643.14	7,838.09	8,038.01	8,243.02	8,453.27	8,668.88	8,889.99	9,116.74	9,349.27
	Annual	179,677.00	184,259.84	188,959.57	193,779.18	198,721.71	203,790.30	208,988.18	214,318.63	219,785.04	225,390.88	231,139.70	237,035.15	243,080.97
115	Hourly	88.5428	90.8012	93.1171	95.4922	97.9278	100.4256	102.9870	105.6138	108.3076	111.0701	113.9030	116.8082	119.7875
	Biweekly	7,083.42	7,264.09	7,449.37	7,639.37	7,834.22	8,034.04	8,238.96	8,449.10	8,664.61	8,885.61	9,112.24	9,344.66	9,583.00
	Annual	184,169.00	188,866.41	193,683.64	198,623.74	203,689.83	208,885.15	214,212.97	219,676.69	225,279.76	231,025.75	236,918.29	242,961.13	249,158.09
116	Hourly	90.7563	93.0711	95.4449	97.8794	100.3759	102.9361	105.5616	108.2540	111.0151	113.8467	116.7505	119.7283	122.7821
	Biweekly	7,260.50	7,445.69	7,635.60	7,830.35	8,030.07	8,234.89	8,444.92	8,660.32	8,881.21	9,107.73	9,340.04	9,578.26	9,822.57
	Annual	188,773.00	193,587.84	198,525.50	203,589.09	208,781.83	214,107.02	219,568.03	225,168.34	230,911.48	236,801.11	242,840.96	249,034.86	255,386.74

ATTACHMENT "C"
CLASS SERIES LIST – GENERAL EMPLOYEES

CLERICAL SUPPORT	PUBLIC SAFETY/COMMUNICATIONS	STRUCTURAL MAINTENANCE	BUILDING & CODE
Executive Assistant	Lead Public Safety Dispatcher	Building Maintenance Specialist	Senior Building Inspector
Building Permit Specialist	Public Safety Dispatcher	Custodian	Building Inspector
Executive Secretary			Senior Code Compliance Officer
Police Assistant II			
Lead Records Specialist			Code Compliance Officer
Office Specialist* Police Assistant I* *Positions equal in salary Ranges.			Engineering Services Assistant
Police Records Assistant			
Receptionist			

TRANSIT	FINANCIAL SUPPORT	MECHANICAL	MAINTENANCE
Lead Bus Driver	Accountant II Accountant* Buyer* Payroll Coordinator * Equal salary ranges. No bumping between positions.	Lead Fleet Maintenance Mechanic	Senior Maintenance Worker* Motor Sweeper Operator* * Equal salary ranges. Motor Sweeper Operator cannot bump Sr. Maintenance Worker.
Bus Driver	Senior Utility Billing Rep.	Fleet Maintenance Mechanic	Work Release Crew Lead
	Financial Services Specialist		Maintenance Worker
	Utility Billing Representative		

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ATTACHMENT "C"
CLASS SERIES LIST – GENERAL EMPLOYEES

TECHNICAL	*PUBLIC WORKS*	*SEMI-PROFESSIONAL*	*RECREATION*
Police Information Technology Technician* Information Technology Coordinator* * positions equal in salary ranges	Public Works Inspector	Development Project Coordinator* Economic/Redevelopment Project Coordinator* * positions equal in salary ranges	Recreation Coordinator
Information Technology/Media Technician			
Cable Services Specialist			

INVENTORY/WAREHOUSE			
Warehouse Services Specialist			

RESOLUTION NO. 2015-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS-LOCAL 47 UTILITY EMPLOYEES UNIT

WHEREAS, the City of Banning has recognized the International Brotherhood of Electrical Workers – Local 47 ("IBEW") as the employee organization representing the Meter Reading, Electric and Water Utility Unit employees.

WHEREAS, the prior Memorandum of Understanding (MOU) between the City and IBEW originally expired on June 30, 2014 but was extended by amendment until June 30, 2015; and

WHEREAS, the City and IBEW have successfully met and conferred to negotiate a successor IBEW Utility Unit MOU 2015-2016 for the period of May 26, 2015 through June 30, 2016 pursuant to the Meyers-Milias-Brown Action ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution NO. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that if a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, 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; and

WHEREAS, once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1:

That the City Council approves the Memorandum of Understanding Between the City and the International Brotherhood of Electrical Workers-Local 47 Utility Employees Unit for the period of May 26, 2015 through June 30, 2016, a copy of which is attached hereto and by this reference made a part hereof..

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015 at Banning, California.

Deborah Franklin, Mayor
City of Banning, California

ATTEST:

Marie A. Calderon
City Clerk of the City of Banning

APPROVED AS TO FORM AND
LEGAL CONTENT

David Aleshire, 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. 2015-37 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

MEMORANDUM OF UNDERSTANDING

THE CITY OF BANNING

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47

UTILITY UNIT

May 26, 2015 through June 30, 2016

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47 REPRESENTING THE METER READING, ELECTRIC AND WATER UTILITY EMPLOYEES UNIT FOR THE PERIOD MAY 26, 2015 THROUGH JUNE 30, 2016

ARTICLE 1 – PREAMBLE

1.1 This Memorandum of Understanding (hereinafter the "MOU") is entered into between the City of Banning, a Municipal Corporation (hereinafter known as the "CITY"), and the authorized representatives of the International Brotherhood of Electrical Workers - Local 47 (hereinafter "IBEW"), as the recognized employee organization for the Meter Reading, Electric and Water Utility Employees Unit of representation (hereinafter the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500 - 3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 Recognition. The City continues to recognize IBEW as the only Recognized Employee Organization representing full time, permanent employees presently in the Unit 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 representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW relative to wages, hours, and other terms and conditions of employment shall become effective upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on June 30, 2016, except that if no successor MOU has been negotiated and approved by June 30, 2016, then this MOU shall extend and not be terminated until such time as a successor MOU is approved by City Council or City Council unilaterally implements its last, best and final offer after impasse procedures have been followed, whichever occurs first.

1.4 Represented Classifications. This MOU covers employees in the following classifications:

Apprentice Meter Test Technician
Assistant Water Superintendent
Auto Cad Technician
Electrical Service Planner
Electric Services Worker
Field Service Representative
Lead Field Service Representative
Meter Test Technician
Powerline Apprentice

Powerline Crew Supervisor
Powerline. Technician
Public Benefits Coordinator
Senior Electric Distribution System Designer
Senior Electric Services Planner
Substation Test Technician
Utility Service Assistant
Wastewater Collection Systems Specialist
Wastewater Collection Systems Technician
Wastewater Collections Systems Supervisor
Water Crew Supervisor (Production and Distribution)
Water Services Worker
Water Meter Crew Lead
Water Valve Flushing Crew Lead
Water Construction Crew Lead

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 Other Written Policies. It is understood and agreed that all such written ordinances, policies, resolutions, rules and regulations, including, but not limited to, the Personnel Rules and Regulations of the City, the Employer-Employee Relations Resolution (Resolution No. 2010-45); and the Administrative Manual of the City shall remain in effect during the course of this MOU, subject to amendment or deletions as otherwise provided herein.

2.2 Past Practice. For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the Unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU. As of the effective date of this MOU, all past practices preexisting this MOU shall be deemed to be void and of no further force and effect.

2.3 Meet and Confer. The City and IBEW agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of City ordinances, resolutions, rules and regulations, including but not limited. to, the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2010-45) and the Administrative Policies of the City, to the extent that such documents contain mandatory subjects of bargaining pursuant to the Meyers-Milias-Brown Act. Should an impasse be reached following such meet and confer sessions, the provisions of the Employer- Employee Relations Resolution (Resolution No. 2010-45) and state law will apply.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, 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 activities on behalf of the IBEW.

3.2 Employee Organization Membership. IBEW will accept into membership all eligible persons of the bargaining unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable.

3.3 Rights Granted By State and Federal Law. Except as otherwise provided in this MOU, the employees covered by this MOU shall have all rights which may be exercised in accordance with state and federal law, and .applicable ordinances, resolutions, rules and regulations. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 28.

3.4 Additional Employee Rights. Employees shall also have:

(a) The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right to refuse to join or participate in the activities of employee organizations.

(c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in (a) and (b) above.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW recognizes and agrees that, except as limited by this MOU, 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.

4.1.1 When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

4.2 Subcontracting. The City shall notify IBEW's Business Representative and Steward of its intention to subcontract work performed by employees covered by this MOU no later than the date it notifies bidders for said contract work. IBEW may comment on the proposed subcontracting and may request a meeting under Article 10 to discuss it or if applicable may ask for a meet and confer on the effects.

4.3 Volunteers. The City agrees that volunteers shall not be used to fill positions or replace work previously performed by terminated or laid off Unit members except on a temporary basis during the recruitment process for a Unit classification for which the Unit member resigned or was terminated for reasons other than layoff.

ARTICLE 5 - PROBATIONARY PERIOD

5.1 All employees appointed to a position represented by IBEW 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 employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Employees will also receive a probationary review at the completion of their probationary period. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted, shall serve a six (6) month probationary period in the new position.

ARTILE 6 - DUES DEDUCTION; AGENCY SHOP

6.1 Agency Shop. The City of Banning agrees to continue Agency Shop in accordance with Section 3502.5 of the California Government Code, which means the parties have an arrangement that requires an employee, as a condition of continued employment, either to join IBEW or to pay IBEW a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of IBEW.

6.2 Dues Deduction. The City shall deduct one (1) month's current and periodic dues from the wages and/or sick leave benefits of each employee.

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

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

6.5 Cancellation. An employee's authorization for payroll deduction of IBEW dues may be cancelled at any time by written notice from the employee to the City with a copy to the Union. An employee's deduction authorization shall automatically be cancelled if the employee leaves the employ of the City or is transferred to a position not within the Unit.

6.6 Funds Transmission. The aggregate amount of such IBEW dues deductions by the City shall be transmitted monthly to the Business Manager/Financial Secretary of IBEW. The City shall provide the Business Manager/Financial Secretary with a list each month indicating the dues deducted from the pay of any Unit employee and those employees for whom no deduction was made pursuant to the provisions of Sections 6.3, or 6.4.

6.7 Indemnification. IBEW shall indemnify, defend, and hold the City harmless against any liability arising from a claim, demand, or other action including any suit instituted against the City on account of deduction of employee organization dues or service fees. In addition, IBEW shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

6.8 Conscientious Objectors: An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support IBEW as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following list of three qualifying funds: (1) United Way, (2) Special Olympics, or (3) American Cancer Society. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to IBEW.

6.9 Financial Records Required by Statute. IBEW is required by Government Code Section 3502.5 to keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of IBEW, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy

by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by Section 3502.5, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this Section 3502.5 by providing the City with a copy of the financial reports.

ARTICLE 7 -UNION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW 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 securing approval of their Department Head twenty-four (24) hours in advance. 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.

7.2 Leave For IBEW Business.Upon not less than seven (7) calendar days' notice, City may grant a leave of absence for IBEW business to not more than three (3) employee(s) designated by IBEW. Such leave shall not be denied without legitimate reason. Such leave shall be without pay, but will not be considered a break in continuous service with the City. The total amount of all such leaves taken pursuant to this section shall not exceed ten (10) days in any calendar year, per employee.

7.3 Notification of Representatives. IBEW shall notify the Human Resources Department of the name(s) of Stewards as such individuals are appointed by IBEW from time to time.

ARTICLE 8 -BULLETIN BOARDS

8.1 Authorized Postings. The City will continue to provide adequate bulletin board space where currently available. Only areas designated by the Department Head may be used for posting notices. Bulletin boards may be used for the following notices:

(a) scheduled IBEW meetings, agenda and minutes.

(b) information on IBEW elections and the results.

(c) IBEW special, recreational, credit union and related bulletins.

(d) reports of IBEW official business including reports of committees or the executive board of IBEW.

(e) MOU, pay scales, job announcements, promotion lists, etc.

(f) such other items as may be approved by the Department Head or his/her designee upon request of IBEW.

8.2 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 shall be dated and signed by an authorized representative of IBEW. IBEW may give notices to the represented employees through use of the City mail system and/or the City computer e-mail system.

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

9.1 After it has been executed by the parties, the City shall provide IBEW with seven (7) originals and one (1) copy of an electronic (PDF) version of this MOU. IBEW shall be responsible for providing copies of this MOU to represented employees at IBEW expense. City shall also provide a copy of the executed MOU to any represented employee hired or promoted into the represented Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 10 - MEETINGS

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

10.2 Use of City Facilities. IBEW may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by IBEW from the Department Head. IBEW shall be held fully responsible for any damages to and security of any facility that is used by IBEW.

10.3 Budget Oversight Committee. The City agrees to continue the Budget Oversight Committee, with IBEW entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized employee organizations and the City. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings.

ARTICLE 11 -HOURS OF WORK

11.1 Work Schedules. The parties agree that the City has the right to return to its traditional five day eight hour per work day (5/8) work week schedule, maintain its current four day ten hour per work day (4/10) work week schedule, or implement a nine day every two work week eighty hour (9/80) work schedule for some or all IBEW represented employees as appropriate in the sole discretion of the City as determined by each Department Head and with City Manager approval. IBEW represented employees currently working alternative work schedules at the time of IBEW's ratification of the deal points of this MOU who are required to return to working the traditional five day eight hour per work day (5/8) work week schedule shall receive an additional three percent (3%)

base salary wage increase for the time period that they are required to work that particular traditional work schedule.

11.2 Notice of Changes. The City shall provide at least two weeks (14 calendar days) notice of a change in work schedules.

ARTICLE 12 -LIGHT DUTY

12.1 Accommodation. The parties agree that the City may assign employees who are unable to perform the full scope of their current job to temporary modified work consistent with the employee's functional limitations as described by his/her doctor when and where such work is available as determined by the City and where it may be accommodated without adverse consequences to the City or disruption in services or operations. This Article does not create in any employee entitlement to assignment in a light duty position.

12.2 Eligibility. Temporary modified work will be considered on a case by case basis. Temporary modified work may involve modification of an employee's current job or assignment to work outside of an employee's current position. The Human Resources Department, in consultation with the Department Head, will determine eligibility for participation in the Temporary Modified Assignment Program and will coordinate temporary work positions/assignments.

12.3 Employee Cooperation. It shall be the duty of every employee to cooperate fully and promptly with the coordination of temporary/modified work assignments. Notification of changes in restrictions/limitation shall be promptly communicated to the Human Resources Department along with supportive documentation, acceptable to the City. In administering the Temporary Modified Assignment Program, the Human Resources Department may communicate directly with the employee's physician(s) regarding the employee's medical limitations, functional restrictions, job requirements in the employee's regular assignment, job requirements in any modified duty assignment under consideration and return to work status. Such communication will only be done with the employee's written authorization.

12.4 Retention of Benefits. Employees participating in the Temporary Modified Assignment Program shall retain all contractual benefits, except pay scale, not inconsistent with the objectives of the Temporary Modified Assignment Program. The City may change regular days off and work hours while the employee is in the Temporary Modified Assignment Program.

12.5 Right to Decline. However, employees retain the right to decline any initial or subsequent assignment provided by the Temporary Modified Assignment Program.

ARTICLE 13 - REST PERIOD

13.1 Rest Period. Represented employees who work 16 (sixteen) consecutive hours shall earn an eight (8)) hour rest period.

(a) A rest period of eight (8) consecutive hours or more shall be considered an interruption of consecutive hours worked.

(b) A rest period of less than eight (8) consecutive hours shall be counted as time worked but not paid.

(c) Represented employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is on his/her earned rest period.

(d) Represented employees who are directed to return to work while on an earned rest period shall be compensated at the appropriate overtime rate for all time worked until the interrupted eight hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions above.

(e) Time paid for meals not taken shall not count toward earning a rest period. A paid meal time taken shall count toward earning a rest period.

(f) When the rest period extends into a regularly scheduled work day, the employee may elect to use vacation time, compensatory time, floating holiday time or leave without pay for the rest of the day.

(g) For the purpose of rest period eligibility, Sundays and holidays shall be treated as a normal work day.

ARTICLE 14- SALARIES, PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations

Effective the first full pay period following adoption of this MOU by City Council, all Unit members hired on or before July 1, 2014 and still employed by the City shall receive a two percent (2%) lump sum one-time, non-recurring payment of their then current annual base pay rate as shown on the salary schedule provided herewith as Attachment A. For Unit members hired prior to April 1, 2015 and still employed at the time this MOU is adopted by City Council, they shall also receive a seven-hundred and fifty dollar ($750) lump sum one-time, non-recurring payment as compensation for the City making no adjustments to its contribution to Unit members' cafeteria plans for FY 2014-2015.

Effective the first full pay period after July 1, 2015, all Unit members still employed by the City shall receive a three percent (3%) cost of living salary increase to their annual base pay rate as shown on the salary schedule provided herewith as Attachment B.-

Ranges with defined steps are shown on the salary schedules provided herewith. The salary tables are calibrated in approximate 2.5% increments. Annual increase for satisfactory performance will be two (2) steps or approximately 5%. Unit members are evaluated using an employee performance evaluation form.

(a) No employee shall be granted a step increase unless and until such employee has obtained a satisfactory overall evaluation on the City approved employee evaluation form consistent with the applicable administrative policies of the City.

(b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein. However, an employee may upon request have such first denial reviewed by the Employee Relations Officer. Employee shall have the right to request a hearing with the Employee Relations Officer and to have a representative of his/her choice present. The decision of the Employee Relations Officer shall be final at this stage.

(c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, 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 be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an IBEW business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.

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

Classification	Salary Range
Utility Service Assistant	48
Field Service Representative	51
Lead Field Service Representative	51
Electric Services Worker	52
Wastewater Collection Systems Technician	52
Water Services Worker	52
Wastewater Collection Systems Specialist	54
Public Benefits Coordinator	55
Water Meter Crew Lead	56
Water Valve Flushing Crew Lead	56
Water Construction Crew Lead	56
Wastewater Collection Systems Supervisor	60 (4 ranges above WCG Lead)
Water Crew Supervisor (Prod & Distrib)	60 (4 ranges above WCC Lead)
Apprentice Meter Test Technician (Ph 1-4)	67 (Equal to Pwrln Appren)
Apprentice Meter Test Technician(Ph 5,6 &Prob)	73 (Equal to Pwrln Appren)
Assistant Water Superintendent	67
Powerline Apprentice (Ph 1-4)	67
Auto Cad/GIS Technician	68
Powerline Apprentice (Ph 5, 6 and Prob Lineman)	73
Powerline Technician	75
Substation Test Technician	75
Meter Test Technician	75 (Equal to Pwrln Tech)
Electrical Services Planner	77 (5% above Pwrln Tech)
Powerline Crew Supervisor	79 (10% above Pwrln Tech)
Senior Electric Services Planner	79 (Equal to Crew Spvsr)
Senior Electric Distribution System Designer	N/A

14.2 Certificate Pay

(a) All incumbents who have completed their one year probationary period in the classifications of Powerline Technician and Powerline Crew Supervisor shall be placed at maximum amount of the allocated range. Incumbents who have not completed their one year probationary period in such classifications shall be placed on the allocated range at a point which is 95% of the maximum amount of such range.

(b) All incumbents in Electric Utility Apprenticeships shall be placed at a point on the allocated range which reflects the corresponding phase of completion under their Apprentice Agreement with future wage increases pursuant to the following ratios:

a. Phase 1 - 65% of Powerline Technician
b. Phase 2 - 70% of Powerline Technician
c. Phase 3 - 75% of Powerline Technician
d. Phase 4 - 80% of Powerline Technician

e. Phase 5 - 85% of Powerline Technician
f. Phase 6 - 90% of Powerline Technician.
g. Phase 7 - 95% of Powerline Technician = Probationary Powerline Technician).

(c) All incumbents who have completed the Apprenticeship program shall be promoted to Technician at the next evaluation anniversary.

(d) All incumbents in represented classifications for the Water Utility shall receive education incentive pay for non-expired certifications conferred by State of California water regulatory agencies in excess of the minimum job requirements. The following sets forth the incentive pay percentages # or water/wastewater classifications employed by the City. Under no circumstances shall the cumulative total for incentives exceed 12.5%. No incentives are paid for the classification minimum requirements.

Water Services Worker (Requires T-1 or D-1)

T-1	0% (Job Requirement)
D-1	0% (Job Requirement)
D-2	5%
T-2	2.5%
D-3 & T-2	2.5%
D-3, T-2 & Collections-1	2.5%
D-4, T-2 & Collections-1	2.5%

Water Crew Leads (Requires T-1 and D-2 and Collections-1)

T-1	0% (Job Requirement)
D-2	0% (Job Requirement) CWEA-1 within 12 months
T-2	5%
D-3	2 5%
Collections 1	2.5%
D-4	2.5%

Water Crew Supervisor (Requires T -2 and D-2)

T-2	0% (Job Requirement)
D-2	0% (Job Requirement)
D-3 and Collections-1	5%
D-4 and Collections-1	2.5%
D-5 and Collections-1	2.5%

Assistant Water Superintendent (Requires T-2 and D-4)

T-2	0% (Job Requirement)
D-4	0% (Job Requirement)
T-3, D-4 and Collections1	5%
D-5 and Collections-1	2.5%

Wastewater Collections Systems Technician (Requires CWEA-1)

CWEA-1	0% (Job Requirement)
CWEA-2	5%
CWEA-3	2.5%
CWEA-4	2.5%
D-1	2.5%
T-1	2.5%

Wastewater Collections Systems Specialist (Requires CWEA-2)

CWEA-2	0% (Job Requirement)
CWEA-3	5%
CWEA-4	2.5%
D-1	2.5%
T-1	2.5%
D-2	2.5%
T-2	2.5%

Wastewater Collections System Supervisor

CWEA-3	0% (Job Requirement) D-1 within 12 months
CWEA-4	5%
T-1	2.5%
D-2	2.5%
T-2	2.5%

14.3 Bilingual Premium Pay Employees who have been certified as being fluent in a language other than English, or sign language, shall receive five percent (5%) premium pay, if the need for fluency is: (1) necessary for the current position, and (2) use of the language for compensation has been previously approved by the employee's supervisor and the Human Resources Department. Qualifications shall be based upon certification of a certifying authority selected by the City. Each employee shall be reviewed annually for bilingual pay as part of the annual evaluation. Authorization and continuation of premium pay shall be at the sole discretion of the City. Nothing contained herein shall preclude the City from requiring proficiency in a second language as a minimum job qualification for any future employee or position. Compensation shall be capped at $110 per pay period beginning the first full pay period upon adoption of this MOU.

14.4 Retention Bonus. Represented Unit members in the classifications of Powerline Technician, Powerline Crew Supervisor, Substation Test Technician, Meter Test Technician, and Senior Electric Service Planner shall receive a retention bonus of $5,000 on the last pay period of fiscal year 2014-2015 as long as they are still employed with the City on that date. These same positions will receive another $5,000 retention bonus on the first pay period after June 30, 2016 as long as they are still employed with the City on the date they are to be paid.

14.5 Y-Rating. When a Unit member is reclassified to a new or existing class with a lower maximum salary rate, he or she may be assigned a "Y-Rate" designation under which the Unit member will remain at his or her current salary. Unit members with "Y-Ratings" will be frozen at their current prevailing pay rate and will not participate in salary range adjustment until salary schedules related to their new assignment exceed the Y-rated pay rate. Establishment of a "Y-Rate" salary for a Unit member is an administrative determination and requires the approval of the Unit member's department head, the Human Resources Director, and the City Manager. The practice is not to be confused with involuntary demotion, salary range adjustments, or other normal personnel procedures including administrative actions that result in bumping rights.

ARTICLE 15 -OVERTIME, ON-CALL PAY

15.1 Maximum Comp Time Accrual. All work performed by Unit members in excess of forty (40) hours in one (1) week, where such hours are required and approved by management, shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly base rate of pay. Overtime may be accrued as compensatory time to a maximum of one hundred sixty (160) hours. All overtime worked in excess of one hundred sixty (160) hours shall be paid for in the pay period in which it is earned.

15.2 Hours Worked. For purposes of overtime calculation, "hours worked" shall include time spent in required court appearances as set forth in Article 16. Hours worked shall also include approved vacation, holiday and compensatory time off. All other hours paid for but not worked, including sick leave shall not be counted as hours worked for overtime calculation.

15.3 Call Out Minimum Compensation.

(a) The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called-out for emergencies, and time and one-half (1/2) for each hour worked thereafter. For example, should an employee be called-out to work two (2) hours of emergency duty he would be compensated with three and one-half (3-1/2) hours pay at the regular hourly base rate of pay; two (2) hours pay for the first hour worked and one and one-half (1-1/2) hours pay for the second hour worked. Call out minimum compensation does not apply to answering phone calls or emails off-site or off-duty, though employees are still entitled to pay for actual time worked in responding to such calls. If in the future the City provides portable internet capable devices, then call out minimum pay will not apply to use of

those devices off duty and/or off site to check and/or respond to calls or clear messages and/or alarms, though employees are still entitled to pay for actual time worked responding to such calls.

(b) All certified electrical and water employees (excluding the Electrical Services Worker and Apprentice employees) of this Unit are required to be placed on a Standby List by the Department Head, or his/her designee, on a rotational basis which includes alternating between both Primary and Secondary standby. The employee designated as the Primary is authorized to call the employee designated as the Secondary when the Primary determines that it is necessary to do so for safety or other legitimate reasons. The reason for the call-out of the Secondary employee shall be documented in writing and submitted to the Department Head and attached to the time card for any call-out hours worked by the Secondary on-call person.

15.4 On-Call Pay.

(a) Compensation for all employees placed on-call for a period of one (1) week (defined as one-hundred sixty eight (168) hours less forty (40) hour work week) shall receive additional compensation of sixteen (16) hours at the regular rate of pay.

(b) When a holiday falls during a regularly scheduled on-call period, the employee will receive an additional four (4) hours of pay at the basic rate of pay.

(c) On-call pay shall not be paid for an employee's scheduled work shift.

(d) Employees shall be entitled to receive the pro rata equivalent for any partial week.

(e) On-call assignments shall only be made by the Department Head or his/her authorized representative.

(f) On-call duty shall be served pursuant to a schedule prepared by the Department Head or his/her designee.

(g) Due to the implementation of the Alternative Work Schedule in City's Administrative Policy No. 30, Electric Department on-call pay begins and ends eleven (11) a.m. Thursday to Thursday.

15.5 On-Call Status. For purposes of this Article, an employee shall be deemed to be on On-Call status only when all of the following conditions are met:

(a) The appropriate manager has placed the employee in on-call status by a notice in writing and said notice must be attached to the employee's time card; and,

(b) The employee is required to respond to the City yard or other designated location within a specified time not to exceed thirty (30) minutes; and,

(c) While on-call, the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to a call and immediately commence the required job performance.

15.6 Communication Devices. An employee in on-call status may be required to wear a beeper, pager or other communication device. The requirement to wear a communication device shall not, absent the requirements set forth in section 15.5 constitute the placing of the employee in an on-call status.

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

16.1 Unit members temporarily assigned by management to work in a higher classification, including classifications outside of the Unit for which they are qualified, shall receive compensation equivalent to a step on the higher classification salary range which provides a minimum of five percent (5%) above the employee's current salary or the bottom step of the range of the position to which he/she is temporarily upgraded, whichever is greater. Temporary upgrade pay shall be effective the day the assignment is made. At such time as an employee is no longer performing work out of his or her permanent classification, compensation shall be at the regular rate of pay for the permanent classification.

When assigning temporary upgrades, it is the intent of the City that such assignments shall be made in a fair and equitable manner so that all qualified employees are given an opportunity to work such assignments.

16.2 Promotions. Unit members promoted to work in a higher classification shall be placed in the new salary .range of the higher classification that pays at least five percent (5%) more than the employee received in the lower classification.

16.3 Limited Assignments. Temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to six (6) months in any twelve (12) month period. A time extension to the temporary assignment beyond the initial six (6) months may be made with the written concurrence of IBEW.

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

Any employee summoned for attendance to any court for jury duty during his/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/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/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/her shall be paid into the City treasury. An employee absent as a witness in a

private matter shall not be entitled to be paid during such absence, he/she may, however, use vacation time for such absence.

ARTICLE 18 - SAFETY, EQUIPMENT AND TRAINING

18.1 Safety Equipment. The City will provide employees safety equipment in accordance with California State Law.

18.2 Uniforms. The City shall provide uniforms for employees who are required by the City to wear a uniform.

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance of $250 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse unit employees the reasonable replacement value of personal property 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 year. Replacement for watches is limited to $100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

18.5 Inclement Weather. Whenever management decides not to send employees into the field during normal work hours due to inclement weather, those employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this provision, they may be given other duties, assigned to training, or be held to respond to emergency calls.

18.6 Joint Safety and Training Committee. The City hereby agrees to create a Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and IBEW. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The City and IBEW may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes. The Committee will also draft a safety manual for each department.

18.6.1 Reporting. Minutes of all Committee meetings shall be posted on IBEW bulletin boards, with copies to the City Manager, Human Resources Department, and to the Business Manager of IBEW, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committees or by the Committees to Management will be responded to within a reasonable time and the answers posted on IBEW bulletin boards.

18.6.2 Discipline. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

19.1 Personal Vehicle. Employees shall be reimbursed for use of their own vehicle for authorized City business pursuant to the administrative policies of the City. (Refer to Administrative Policy E-1 for guidelines.) Union has tentatively agreed to an updated city-wide vehicle use policy.

19.2 Meal Periods. Employees shall earn meals at fixed intervals during periods of call-out overtime, and during an extension of the regular or planned overtime day.

(a) Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal period compensation of $14.00.

(b) During call-out overtime, one thirty minute meal period and one meal compensation of $14.00 will be earned for each consecutive four hours of paid overtime completed.

(c) During extension of the regular work day, one paid thirty minute meal period and one meal compensation of $14.00 will be earned after two consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four consecutive hour intervals as described above.

(d) Employees that work two consecutive hours or more immediately prior to the beginning of a regular shift will earn one thirty minute meal period and one meal compensation of $14.00.

(e) Planned overtime – If planned overtime extends beyond the length of a regular work day, one paid thirty minute meal period and one meal compensation of $14.00 will be earned after two consecutive hours worked beyond the number of hours in employee's regular schedule completed; thereafter, meals will be earned after completion of each four consecutive hour intervals of planned overtime. For example, employee's regular schedule in 4/10's; when planned overtime exceeds 10 hours in one day this section applies.

(f) If "called out" while on planned overtime, Section 19.2(b) goes into effect during the call out.

(g) Paid meal periods will not count as time worked.

(h) It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity.

(i) Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at the applicable overtime rate.

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

(a) Reimbursement under this section shall be made for employee participation in an educational program which provides broad knowledge with respect to a subject, consistent with the requirements of subsection B immediately below. This is distinguished from "training." which relates to education in the performance of a limited task or tasks which the employee is required to perform as part of their current employment.

(b) Maximum reimbursement shall be $3,500 per fiscal year. Tuition actually paid will be reimbursed to all. permanent employees for professional and technical courses approved by the Department Head (subject to review by the Human Resources Department) and taken in an accredited educational institution provided that:

(i) The subject matter of the course relates directly to and contributes toward the employee's position with the City.

(ii) The employee has received at least a competent proficiency rating on the last evaluation report.

(iii) The employee has furnished evidence that the course has been completed with at least a 'C' or "pass" grade.

20.2 Reimbursement Requirements.

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

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

20.3 Hours Worked. The City shall pay represented employees for working hours spent in City required and approved training or conferences. Travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements.

20.4 Education Incentive. A one (1) time Education Incentive shall be paid to represented employees upon successful completion of certain educational .programs under the following conditions:

(a) $500.00 (five hundred dollars) shall be payable for successful completion of a certificate program requiring 80 hours or more for completion, from an accredited college or university in an area of specialization related to the duties of the position currently held by the employee as previously approved by the Human Resources Department. An additional $500.00 (five hundred dollars) shall be paid if the certificate is in the area of supervision of personnel

(b) $2,000.00 (two thousand dollars) shall payable for successful completion of an AA or AS Degree from an accredited college in an area of specialization related to the duties of the position held by the employee at the time the employee completes the program as previously approved by the Human Resources Department.

(c) $3,000.00 (three thousand dollars) shall be payable for successful completion of a BA or BS Degree from an accredited college or university in any subject after three (3) years of employment with the City. An additional $1,000.00 shall be paid if the degree is in the area of public or business administration, human resources, accounting, information management, or adult education.

(d) Programs shall be accredited by the California State Board of Education or equivalent authority. The incentive payments shall be otherwise subject to such rules and procedures as established by the City. Receipt of education incentive payments shall not be precluded by the fact that the employee may or may not have obtained tuition reimbursement by the City for all or part of the units required for the certificate or degree.

(e) Education incentive payments shall be made according to the following schedule:

25% of the total payable .incentive shall be payable upon presentation of acceptable documentation (including transcripts) showing completion of certificate or degree.

The remaining 75% of the total payable incentive shall be payable one year from initial 25% payment.

It shall be the employees' sole responsibility to provide all necessary documentation, to obtain prior approval and to make the request for education incentive payment.

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

21.1 Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Effective 1st full pay period in July 2013, excess hours above two hundred twenty-four (224) were moved to an "old sick" leave account. During fiscal year 2013 and thereafter, any hours that exceed regular cap of four hundred (400) hours will not be accrued. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

21.2 Use of Sick Leave. Sick leave shall be granted only where consistent with the City's Sick Leave Policy (currently AP-1). Except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02) not more than one-half (1/2) of the employee's annual accrual of sick leave within any calendar year may be granted to an employee for the care or attendance of members of his/her immediate family.

21.3 Sick Leave Buy Out. All represented employees may elect to receive a maximum buy-out of forty (40) hours each fiscal year of either comp time or vacation, or a combination thereof and eighty (80) hours of sick leave, under this section provided, however, such buy-out may not reduce the employee's available sick leave bank below forty (40) hours. No such restriction shall apply to the buy-out of accrued comp time or vacation time.

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, the employee shall be eligible to convert to cash an amount equivalent to thirty percent (30%) of all unused sick leave or contribute the entire remaining balance of sick leave to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law) or City's Retiree medical Savings Account, if available. Such reimbursement is to be computed based upon the employee's final compensation rate and to be paid within one payroll period of the effective date of separation.

21.5 Sick leave Conversion. After ten (10) years of continuous City service, the employee shall be eligible to convert one hundred percent (100%) of unused sick leave minus forty (40) hours to the City's Retiree Medical Savings Plan or to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law).

21.6 Bereavement. Non-probationary Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family. For this section, family includes the following persons: 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 thirty (30) hours of bereavement shall be allowed for each death of a family member. An employee shall be allowed a maximum of forty (40) hours bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period. Probationary employees may elect to use bereavement leave without pay, but upon successful completion of their probationary period they will be reimbursed for such leave at their rate of pay at the time of bereavement.

21.6 Salary Continuation. For any work related injury, an employee shall have sixteen (16) weeks of Salary Continuation Pay for time off work authorized by the treating physician, including time for scheduled appointments with the treating physician.

21.7 Work Related Injuries. All other aspects of employees work related injuries will be governed by the City Administrative Policy No. RM-03, Return to Work/Temporary Modified/Work Assignment Program.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

22.1 Vacation Leave Accruals. For employees of the City as of date of this MOU, Vacation benefits shall accrue in accordance with the following schedules:

One (1) through four (4) years service
Ten (10) days per year =three and eight one-hundredth (3.08) hours per pay period

Beginning the fifth (5th) year through the 9th year:
Fifteen (15) days per year =four and sixty-two hundredth (4.62) hours per pay period

Beginning the tenth (10th) year & thereafter:
Twenty (20) days per year =six and fifteen one-hundredth (6.15) hours per pay period

22.2 Maximum Vacation Leave Accrual. An employee may accrue vacation leave to a maximum of three-hundred twenty (320) hours. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employee 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 lost as a result of this Article.

22.3 Vacation Leave Approval Required. Vacations shall begin accruing upon employment and may be taken with approval of the Department Head at any time following the completion of six (6) months of employment within the one (1) year probationary period, but the vacation leave taken shall not be in excess of that actually accrued at the time such vacation is taken. Vacations must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City as determined by the Department Head or Division Supervisor.

22.4 Vacation Leave Payment Upon Termination. Any employee who has been in continuous full-time service of the City for a period of six (6) months or more, who is about to terminate his/her employment, and has earned vacation to his credit, shall be paid for such vacation time within one payroll period of the effective date of such termination.

22.5 Vacation Leave Payment In Lieu. No more than once every three (3) years, at the request of the employee and with the approval of the Department Head and the Human Resources Department, in order to meet unusual or emergency conditions, an employee may be paid the straight time daily equivalent of forty (40) hours of his/her salary in lieu of vacation time off. Such payment shall be determined by the Human Resources Department. The balance of accrued vacation shall not be allowed to go below forty (40) hours as the result of a payment under this subsection.

22.6 Holidays. Holidays for employees covered by this section shall be as follows:

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

22.7 Holidays Falling on Weekend Days. If the scheduled holiday falls on a Friday (regular day off) or Saturday, it may be observed on a Thursday or accrued to the Holiday leave bank as determined by the holiday schedule posted on the City's Intranet. If the holiday falls on a Sunday, the holiday will be taken on the following Monday.

22.8 Flex Schedule. Employees working a flex schedule shall be paid holiday time in accordance with the City's Administrative Policy No. A-30.

22.9 Floating Holiday. The floating holiday set forth in Article 21.6 above, shall be credited as ten (10) hours to each represented employee's account effective with the first payroll in each fiscal year. Floating holiday leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30.

22.10 Added Holidays. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, said holiday shall be extended to this Unit.

22.11 Holiday Leave. When holiday leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When holiday leave is taken, anyone working less than a ten (10) hour work day schedule shall receive leave time as compensation for the difference between their regular work day on the holiday and ten (10) hours. An employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

22.12 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.

22.13 Promotional Pay Out of Leave. Prior to implementation of a promotion to a different Unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and comp time leave banks in excess of one hundred sixty (160) hours collectively.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1 City Contributions To a Cafeteria Plan. The City shall contribute $947.00 per month to each represented employee for the benefits detailed in this Article. Effective the beginning the first pay period of July 2015, the City shall increase its contribution to one-thousand two hundred dollars ($1200) per month to each Unit member for the cafeteria benefits plan detailed in this section.

(a) Said contribution shall first be used to provide for Health Insurance for 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 Human Resources Department.

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

(i) Health insurance for employee's spouse and/or dependents.

(ii) Dental insurance for employee, spouse and/or dependents.

(iii) Life insurance for employee, including voluntary life insurance.

(iv) Deferred compensation program.

(v) Eye care plan for employee, spouse and/or dependents.

(vi) Supplemental insurance options.

23.2 Eye Wear Reimbursement. City will also reimburse a maximum of $250 every two years for eye wear for an employee and/or employee's dependents.

23.3 IRS 125 Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section (IRS) 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 defined by the IRS.

23.4 Insurance Advisory Committee. The City shall maintain the Benefit Advisory Committee to which IBEW may appoint a representative.

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

23.4.2 Voting. The Benefit Committee shall determine issues by a majority vote of the members, each member having one (1) vote.

23.4.3 Selection of Members. Benefit Committee Members shall be selected as follows:

(a) Representatives of bargaining units shall be selected in a manner to be determined by each respective unit.

(b) The City's Representatives shall be the Deputy Human Resources Director and the Administrative Services Director.

23.4.4 Meetings. The Benefit Committee shall meet as may be necessary to conduct the business of the committee.

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

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

(a) All IBEW represented miscellaneous employees hired prior to December 11, 2012 remain eligible to receive the CalPERS retirement plan known as "two

and one-half at fifty-five" retirement (2.5% @ 55) formula for Miscellaneous Employees.

(b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)

(c) Beginning January 1, 2013, new hires defined by CalPERS as "new members" receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)

24.2 CalPERS Member Contributions. All IBEW represented employees shall pay their full member contribution rate to their respective retirement plan with CalPERS. CalPERS will determine the employee member contribution rates for each retirement formula. The City does not provide any Employer Paid Member Contributions for Unit members.

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

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance.

(a) Each employee shall pay the cost of membership in the City's long term disability insurance selected by the City. City agrees to offer a short term disability program at the employees expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance. The City will notify IBEW of this option at the City's Annual Benefit Advisory Meeting.

(b) An employee with sick leave accruals available may use their accruals in conjunction with STD/LTD benefits until exhausted. When sick leave is exhausted, an employee may use accumulated vacation leave and may also elect to use compensatory time to extend full pay as long as possible except when exempted by City policy and the Family Medical Policy. An employee is prohibited from receiving more than 100% of salary in combined sick/vacation leave and City's STD/LTD/Paid Family Leave benefits. Employees who are eligible for the Donated Leave Policy, may not receive more than 100% of salary when combined with STD/LTD/Family Leave Benefits.

25.2 Computer Loan. Every Unit member who has completed the initial probationary period as an employee of the City shall be entitled to participate in an interest free loan program for the purchase of a computer. The maximum amount of any individual loan

shall be equal to one (1) month of an employee's salary. The cumulative amount of loans outstanding hereunder shall not exceed $40,000. The loan shall be upon the terms and conditions established by the City.

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

25.4 Utility Allowance. Any represented employee(s) who reside within the City shall receive $150 per month per employee household as a discount against the cost of electric and water service during the period of such residency. Current employees residing in the same household will be grandfathered to allow both employees to receive such discount.

ARTICLE 26 - IBEW RETIREE MEDICAL FUND

Employees agree to pay one percent (1%) of salary into the IBEW Local #47 Retiree Medical Fund.

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

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

27.2 Reasons For Lay Off. The City 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 an acceptable level of service. Lack of funds means that the City cannot sustain operations at the current level of employment within the funding available.

27.3 Notice Of Lay Off. Any layoff initiated under the provisions of this document can take place at any time during the year. The City shall notify the affected employees in writing at least fourteen (14) calendar days prior to the employee's last day of work. The City reserves the right to pay the employee for such fourteen (14) 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 IBEW. Any notice of layoff shall specify the reason for the lay off and effective date. The form and timing of such notice shall be subject to the established Grievance Procedure provided, however, that the City's decision to lay off is not subject to the grievance procedure. The date of layoff shall not be delayed by the pendency of a grievance.

27.4 Order Of Lay Off. The classifications of employees to be affected by any layoff shall be as determined by the City in its sole discretion. The order of layoff shall be based upon continuous seniority within the affected classification, except as provided in Section 27.4(a). With respect to the classifications which have been retitled by the City,

"continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

(a) Critical Position Function. There are various job functions set forth in the position description for each classification. Certain of these functions may be determined by the City Manager to be vital to the ongoing operations of the City. By way of further definition, a function is "critical" if the City Manager, in the exercise of his/her sole discretion, determines that the City cannot best provide necessary services with the reduced work force without employees capable of performing the "critical" function. A senior employee may be selected for layoff over a more junior employee if the junior employee has demonstrated the ability to perform these critical position functions and the more senior employee has not. No person shall be deprived of the opportunity to develop his/her skills in a critical position function.

(b) For purposes of this section, "critical position function" shall be based on the skills necessary to perform the function and not on the performance of specific tasks performed by the incumbent in any position. "Skill" refers to the basic knowledge and ability necessary to perform a job function e.g. typing, welding, accounting or any recognized subcategory of such function, e.g. pipe welding, welding specialized metals, etc, or cost accounting vs. general accounting. "Tasks" refers to the elements of a position within a department e.g., typing form-A.

27.5 Reduction Of Class.

The establishment of a Class Series List was established as indicated on the attached Attachment "C".

(a) Any employee who has been given a written notice of layoff may choose to be reduced in classification and compensation, to a classification in which the employee has previously established seniority while in the employ of the City, if the employee has greater continuous seniority with the City than at least one (1) person in the lower classification.

(b) 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 with a pay range equal to or higher than the employee's current position. 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.

(c) Alternatively, and exclusive of an election under the previous paragraph 27.5(a), an employee may choose to be reduced in classification and

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compensation to an existing position in a class series, if the employee has greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of job duties that increase in complexity and responsibility as one moves upward through the class series.

(d) Relative class standing for subparagraphs (a) and (b) shall be as determined by the salary ranges for the classifications under consideration. The classification with the highest compensated step in the salary range shall be the higher classification

(e) Anything contained herein to the contrary notwithstanding, any employee may choose to be reduced in an entry level position if the employee meets the minimum qualifications for the position and has more seniority with the City than an incumbent in the position. For purposes of this subsection, an "entry level position" is a position requiring no prior experience.

27.6 Equal Seniority. If two (2) or more employees subject to lay off have equal class seniority, then the determination as to who has seniority shall be based upon total length of uninterrupted service with the City. If both employees were hired on same day, the employee with the lower City Employee number assigned on the date of hire shall be considered to have seniority.

27.7 Reemployment Rights. Laid off employees will be eligible for reemployment up to eighteen (18) months from date of layoff notice.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Items Subject To Grievance Procedure. Any permanent employee in the competitive service who has a grievance based upon his/her demotion, dismissal, reduction in pay, violation of the personnel ordinance, salary resolution or this MOU, or violation of commonly accepted safety practices not resolved by the Safety Committee, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this Article.

28.2 Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the employee and, if he desires, his/her steward, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

28.3 Step One. If the grievance is not adjusted to the satisfaction of the employee within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor, then the grievance shall be submitted in writing by the employee or his/her steward to the Department Head, within the next fourteen (14) calendar days. The

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Department Head and a representative of the Human Resource Department shall meet with the employee, his/her steward or both within fourteen (14) calendar days of receipt of such written grievance and the Department Head shall deliver his decision in writing to the employee, along with his reasons for such decision, within fourteen (14) calendar days after the meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2 and 28.3 above, then the employee or his/her steward may submit the grievance, in writing, to the City Manager, within fourteen (14) calendar days after the completion of the last step under paragraph 28.3 above. The City Manager shall meet with the employee, and his/her steward, if applicable, within fourteen (14) calendar days of receipt of such written grievance, and shall deliver his decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

28.5 Step Three. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2, 28.3 and 28.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 28.4 above of his/her intent to submit the matter to arbitration. In matters of interpretation of this MOU, IBEW shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. In disciplinary cases where IBEW may be required to pay for any part of the cost of such arbitration, IBEW may elect to proceed to arbitration. If IBEW does not elect to do so, then the employee may elect arbitration in disciplinary case and the City shall pay all expenses. The procedures set forth below shall be followed for arbitrations.

(a) Within seven (7) calendar days of receipt of the written notice, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or any other mutually agreeable mediation service.

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and IBEW (or the employee if not represented by IBEW in a discipline case) shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, the parties shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. IBEW (or the employee if not represented by IBEW in a discipline case) shall strike the first name.

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

(d) The cost of the arbitrator shall be split equally by the City and the Union save that if the grievance arises from the administration of discipline, the City shall bear the cost.

28.7 Step Four. Within fourteen (14) calendar days after the parties receive the arbitrator's recommendation, the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU. Arbitration on discipline is advisory only. If

a decision relates to discipline, within .fourteen (14) calendar days after the parties receive the arbitrator's recommendation, the City Manager shall advise the parties whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

28.8. Change of Time Limits. The above time limits may be changed by mutual agreement.

28.9 Mutual Agreement For Additional Mediation/Arbitration. Upon mutual agreement of the parties, a grievance may be submitted to a representative of a mutually agreeable arbitration service for mediation and/or arbitration. Unless agreed otherwise by the parties in writing, the role of the arbitrator shall be advisory only and it shall have no power or authority to impose a result or resolution upon any of the parties.

ARTICLE 29 - SEVERABILITY CLAUSE

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

ARTICLE 30 - COMPLETE AGREEMENT

30.1 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.

30.2 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 31 - POSTING JOB VACANCIES

City agrees to post on City's website and IBEW bulletin boards all vacant positions in the Unit.

ARTICLE 32 - RE-OPENERS

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

32.2 The parties agree, however, to the following re-openers:

(a) The parties agree to reopen to discuss and revise the grievance procedure.

(b) The parties agree to reopen to discuss the criteria of critical positions.

ARTICLE 33 - RATIFICATION AND EXECUTION.

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW 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 19 day of May 2015.

For: the City of Banning

Dean Martin
Interim City Manager

Colin J. Tanner,
Lead Negotiator/Deputy City Attorney

Rita Chapparosa,
Deputy Human Resources Director

For IBEW

Pat Layin
Business Manager

Stan Stosel
Senior Assistant Business Manager

John Baca
Business Representative

Mike Lynch
Employee Representative

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
01	Hourly	5.1500	5.2814	5.4161	5.5542	5.6959	5.8411	5.9901	6.1429	6.2996	6.4603	6.6251	6.7940	6.9673
	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	5.2784	5.4130	5.5511	5.6926	5.8378	5.9867	6.1394	6.2960	6.4566	6.6213	6.7902	6.9634	7.1410
	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	5.4106	5.5486	5.6901	5.8352	5.9841	6.1367	6.2932	6.4537	6.6183	6.7871	6.9603	7.1378	7.3198
	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	5.5457	5.6871	5.8322	5.9809	6.1335	6.2899	6.4504	6.6149	6.7836	6.9566	7.1341	7.3160	7.5026
	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	12,757.64	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	5.6846	5.8296	5.9783	6.1308	6.2872	6.4475	6.6120	6.7806	6.9536	7.1309	7.3128	7.4993	7.6906
	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	5.8264	5.9751	6.1275	6.2837	6.4440	6.6084	6.7769	6.9498	7.1270	7.3088	7.4952	7.6864	7.8825
	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	12,119.00	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	5.9721	6.1244	6.2807	6.4408	6.6051	6.7736	6.9464	7.1235	7.3052	7.4916	7.6826	7.8786	8.0795
	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	6.1216	6.2778	6.4379	6.6021	6.7705	6.9432	7.1203	7.3019	7.4881	7.6791	7.8750	8.0758	8.2818
	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	6.2745	6.4346	6.5987	6.7670	6.9396	7.1166	7.2981	7.4842	7.6751	7.8709	8.0717	8.2775	8.4887
	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	6.4313	6.5953	6.7635	6.9360	7.1129	7.2943	7.4804	7.6712	7.8669	8.0675	8.2733	8.4843	8.7007
	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	6.5923	6.7605	6.9329	7.1097	7.2911	7.4770	7.6677	7.8633	8.0639	8.2695	8.4805	8.6968	8.9186
	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	15,165.39	15,552.20	15,948.87	16,355.67	16,772.83	17,200.64	17,639.36	18,089.27	18,550.66
12	Hourly	6.7572	6.9296	7.1063	7.2876	7.4734	7.6641	7.8595	8.0600	8.2656	8.4764	8.6926	8.9143	9.1417
	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

Attachment "A"

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
13	Hourly	6.9260	7.1026	7.2838	7.4696	7.6601	7.8555	8.0558	8.2613	8.4720	8.6881	8.9097	9.1369	9.3700
	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	749.60
	Annual	14,406.00	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	19,489.55
14	Hourly	7.0990	7.2801	7.4658	7.6562	7.8515	8.0518	8.2571	8.4677	8.6837	8.9052	9.1323	9.3653	9.6041
	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	768.33
	Annual	14,766.00	15,142.62	15,528.85	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	19,976.59
15	Hourly	7.2764	7.4620	7.6524	7.8475	8.0477	8.2530	8.4635	8.6793	8.9007	9.1277	9.3605	9.5993	9.8441
	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	787.53
	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	20,475.80
16	Hourly	7.4587	7.6489	7.8440	8.0441	8.2492	8.4596	8.6754	8.8967	9.1236	9.3563	9.5949	9.8397	10.0906
	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	807.25
	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	20,988.54
17	Hourly	7.6452	7.8402	8.0402	8.2452	8.4555	8.6712	8.8924	9.1192	9.3518	9.5903	9.8349	10.0858	10.3430
	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	827.44
	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	19,451.69	19,947.83	20,456.62	20,978.38	21,513.46
18	Hourly	7.8361	8.0359	8.2409	8.4511	8.6666	8.8877	9.1144	9.3468	9.5852	9.8297	10.0804	10.3376	10.6012
	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	848.10
	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	22,050.55
19	Hourly	8.0322	8.2371	8.4472	8.6626	8.8836	9.1102	9.3425	9.5808	9.8252	10.0758	10.3328	10.5963	10.8666
	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	869.33
	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	22,602.52
20	Hourly	8.2327	8.4427	8.6580	8.8788	9.1053	9.3375	9.5757	9.8200	10.0704	10.3273	10.5907	10.8608	11.1378
	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	891.03
	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	23,166.67
21	Hourly	8.4385	8.6537	8.8744	9.1008	9.3329	9.5709	9.8150	10.0654	10.3221	10.5854	10.8554	11.1323	11.4162
	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	913.30
	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	23,745.71
22	Hourly	8.6495	8.8701	9.0964	9.3284	9.5663	9.8103	10.0605	10.3171	10.5803	10.8502	11.1269	11.4107	11.7017
	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	936.14
	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	24,339.62
23	Hourly	8.8659	9.0920	9.3239	9.5617	9.8056	10.0557	10.3122	10.5752	10.8449	11.1215	11.4052	11.6961	11.9944
	Biweekly	709.27	727.36	745.91	764.94	784.45	804.46	824.97	846.02	867.59	889.72	912.42	935.69	959.55
	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	24,948.41
24	Hourly	9.0875	9.3193	9.5570	9.8007	10.0507	10.3071	10.5700	10.8396	11.1160	11.3996	11.6903	11.9885	12.2943
	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	983.54
	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	25,572.09

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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	9.3149	9.5525	9.7961	10.0460	10.3022	10.5650	10.8345	11.1108	11.3942	11.6848	11.9829	12.2885	12.6019
	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	9.5476	9.7911	10.0408	10.2970	10.5596	10.8289	11.1051	11.3884	11.6788	11.9767	12.2822	12.5955	12.9167
	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	9.7861	10.0357	10.2916	10.5541	10.8233	11.0994	11.3825	11.6728	11.9705	12.2759	12.5890	12.9101	13.2393
	Biweekly	782.88	802.85	823.33	844.33	865.87	887.95	910.60	933.82	957.64	982.07	1,007.12	1,032.80	1,059.15
	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	10.0308	10.2866	10.5490	10.8180	11.0940	11.3769	11.6671	11.9647	12.2699	12.5828	12.9038	13.2329	13.5704
	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	10.2817	10.5440	10.8129	11.0887	11.3715	11.6616	11.9590	12.2640	12.5768	12.8976	13.2266	13.5640	13.9099
	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	21,386.00	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	10.5389	10.8077	11.0834	11.3661	11.6560	11.9533	12.2582	12.5708	12.8915	13.2203	13.5575	13.9033	14.2579
	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	10.8024	11.0779	11.3605	11.6502	11.9474	12.2521	12.5646	12.8851	13.2137	13.5508	13.8964	14.2508	14.6143
	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	11.0721	11.3545	11.6441	11.9411	12.2457	12.5580	12.8783	13.2068	13.5437	13.8891	14.2434	14.6067	14.9792
	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	1,198.34
	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	11.3490	11.6385	11.9354	12.2398	12.5520	12.8721	13.2004	13.5371	13.8824	14.2365	14.5996	14.9720	15.3539
	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	24,208.09	24,825.55	25,458.75	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	11.6327	11.9294	12.2337	12.5457	12.8657	13.1938	13.5304	13.8755	14.2294	14.5923	14.9645	15.3462	15.7376
	Biweekly	930.62	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	26,760.63	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	11.9236	12.2277	12.5396	12.8594	13.1874	13.5237	13.8687	14.2224	14.5852	14.9572	15.3387	15.7299	16.1311
	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	28,846.85	29,582.62	30,337.15	31,110.93	31,904.45	32,718.20	33,552.71
36	Hourly	12.2216	12.5334	12.8530	13.1809	13.5171	13.8618	14.2154	14.5780	14.9498	15.3311	15.7221	16.1231	16.5344
	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

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
37	Hourly	12.5274	12.8469	13.1746	13.5106	13.8552	14.2086	14.5710	14.9427	15.3238	15.7147	16.1155	16.5265	16.9480
	Biweekly	1,002.19	1,027.75	1,053.97	1,080.85	1,108.42	1,136.69	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	12.8404	13.1679	13.5038	13.8482	14.2014	14.5636	14.9351	15.3160	15.7067	16.1073	16.5181	16.9394	17.3715
	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	13.1615	13.4972	13.8415	14.1945	14.5566	14.9279	15.3086	15.6991	16.0995	16.5101	16.9312	17.3631	17.8059
	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	13.4904	13.8345	14.1873	14.5492	14.9203	15.3008	15.6911	16.0913	16.5017	16.9226	17.3543	17.7969	18.2508
	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	29,509.65	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	13.8279	14.1806	14.5423	14.9132	15.2936	15.6836	16.0837	16.4939	16.9146	17.3460	17.7884	18.2421	18.7074
	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	14.1736	14.5351	14.9058	15.2860	15.6759	16.0757	16.4857	16.9062	17.3374	17.7796	18.2331	18.6982	19.1751
	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	39,884.18
43	Hourly	14.5279	14.8984	15.2784	15.6681	16.0678	16.4776	16.8979	17.3289	17.7708	18.2241	18.6889	19.1656	19.6544
	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	14.8909	15.2707	15.6602	16.0596	16.4692	16.8893	17.3201	17.7618	18.2148	18.6794	19.1559	19.6445	20.1455
	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	1,611.64
	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	15.2630	15.6523	16.0515	16.4609	16.8808	17.3113	17.7529	18.2057	18.6700	19.1462	19.6346	20.1354	20.6489
	Biweekly	1,221.04	1,252.18	1,284.12	1,316.87	1,350.46	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	15.6447	16.0437	16.4530	16.8726	17.3030	17.7443	18.1969	18.6610	19.1370	19.6251	20.1256	20.6390	21.1654
	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	40,820.16	41,861.32	42,929.04	44,023.99
47	Hourly	16.0361	16.4451	16.8645	17.2947	17.7358	18.1882	18.6521	19.1278	19.6157	20.1160	20.6291	21.1552	21.6948
	Biweekly	1,282.88	1,315.61	1,349.16	1,383.57	1,418.86	1,455.05	1,492.16	1,530.22	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	38,796.29	39,785.83	40,800.60	41,841.26	42,908.47	44,002.89	45,125.23
48	Hourly	16.4370	16.8563	17.2862	17.7271	18.1792	18.6429	19.1184	19.6061	20.1061	20.6190	21.1449	21.6842	22.2373
	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

Attachment "A"

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	16.8476	17.2773	17.7180	18.1699	18.6333	19.1086	19.5960	20.0958	20.6084	21.1340	21.6730	22.2258	22.7927
	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	17.2688	17.7092	18.1609	18.6241	19.0991	19.5863	20.0858	20.5982	21.1235	21.6623	22.2148	22.7814	23.3625
	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	42,844.16	43,936.95	45,057.60	46,206.84	47,385.39	48,594.01
51	Hourly	17.7005	18.1519	18.6149	19.0897	19.5766	20.0759	20.5880	21.1131	21.6516	22.2039	22.7702	23.3510	23.9466
	Biweekly	1,416.04	1,452.16	1,489.19	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	37,756.05	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	18.1433	18.6060	19.0806	19.5673	20.0663	20.5782	21.1030	21.6413	22.1933	22.7593	23.3398	23.9351	24.5456
	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	18.5966	19.0710	19.5574	20.0562	20.5678	21.0924	21.6304	22.1821	22.7478	23.3280	23.9230	24.5332	25.1590
	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	19.0615	19.5477	20.0463	20.5576	21.0819	21.6197	22.1711	22.7366	23.3165	23.9112	24.5211	25.1465	25.7879
	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	19.5380	20.0363	20.5474	21.0714	21.6089	22.1600	22.7253	23.3049	23.8993	24.5089	25.1340	25.7751	26.4325
	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	20.0264	20.5372	21.0611	21.5982	22.1491	22.7141	23.2934	23.8875	24.4968	25.1216	25.7624	26.4195	27.0933
	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	20.5274	21.0510	21.5879	22.1385	22.7032	23.2823	23.8761	24.4851	25.1096	25.7500	26.4068	27.0804	27.7711
	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	21.0404	21.5770	22.1274	22.6918	23.2705	23.8641	24.4728	25.0970	25.7371	26.3935	27.0667	27.7571	28.4651
	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	21.5663	22.1164	22.6805	23.2590	23.8523	24.4606	25.0845	25.7243	26.3805	27.0533	27.7433	28.4510	29.1766
	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	22.1058	22.6696	23.2478	23.8408	24.4489	25.0724	25.7119	26.3677	27.0403	27.7300	28.4373	29.1626	29.9064
	Biweekly	1,768.46	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

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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	22.6582	23.2361	23.8288	24.4365	25.0598	25.6990	26.3545	27.0267	27.7160	28.4229	29.1479	29.8913	30.6537
	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	59,119.68	60,627.59	62,173.95	63,759.76
62	Hourly	23.2245	23.8169	24.4244	25.0473	25.6862	26.3413	27.0132	27.7022	28.4088	29.1334	29.8764	30.6385	31.4199
	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	23.8053	24.4125	25.0351	25.6737	26.3285	27.0000	27.6887	28.3949	29.1192	29.8619	30.6235	31.4046	32.2056
	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	2,329.53	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	24.4005	25.0228	25.6611	26.3156	26.9868	27.6751	28.3810	29.1049	29.8472	30.6085	31.3892	32.1898	33.0109
	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	25.0106	25.6485	26.3027	26.9736	27.6616	28.3671	29.0906	29.8326	30.5935	31.3738	32.1741	32.9947	33.8362
	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	25.6356	26.2894	26.9600	27.6476	28.3528	29.0760	29.8176	30.5781	31.3580	32.1578	32.9781	33.8192	34.6818
	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	26.2764	26.9466	27.6340	28.3388	29.0616	29.8028	30.5630	31.3425	32.1419	32.9618	33.8025	34.6647	35.5488
	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	26.9337	27.6206	28.3251	29.0476	29.7885	30.5482	31.3274	32.1264	32.9459	33.7862	34.6479	35.5317	36.4379
	Biweekly	2,154.69	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	56,022.00	57,450.90	58,916.24	60,418.96	61,960.00	63,540.36	65,161.02	66,823.01	68,527.40	70,275.26	72,067.70	73,905.86	75,790.90
69	Hourly	27.6067	28.3109	29.0330	29.7735	30.5329	31.3117	32.1103	32.9293	33.7692	34.6305	35.5138	36.4196	37.3485
	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	28.2971	29.0189	29.7590	30.5181	31.2964	32.0947	32.9133	33.7528	34.6137	35.4965	36.4019	37.3304	38.2825
	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	29.0043	29.7441	30.5028	31.2808	32.0786	32.8968	33.7359	34.5963	35.4788	36.3837	37.3117	38.2634	39.2393
	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	29.7298	30.4881	31.2657	32.0632	32.8810	33.7197	34.5797	35.4617	36.3662	37.2937	38.2450	39.2204	40.2208
	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

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
73	Hourly	30.4731	31.2503	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	2,500.03	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	65,000.67	66,658.58	68,358.77	70,102.33	71,890.36	73,724.00	75,604.40	77,532.77	79,510.32	81,538.31	83,618.02	85,750.79
74	Hourly	31.2346	32.0313	32.8483	33.6861	34.5453	35.4264	36.3300	37.2566	38.2069	39.1814	40.1808	41.2056	42.2566
	Biweekly	2,498.77	2,562.50	2,627.86	2,694.89	2,763.62	2,834.11	2,906.40	2,980.53	3,056.55	3,134.51	3,214.46	3,296.45	3,380.53
	Annual	64,968.00	66,625.07	68,324.41	70,067.10	71,854.23	73,686.94	75,566.40	77,493.80	79,470.35	81,497.32	83,575.99	85,707.68	87,893.74
75	Hourly	32.0154	32.8320	33.6694	34.5282	35.4088	36.3120	37.2381	38.1879	39.1620	40.1608	41.1852	42.2356	43.3129
	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	3,465.03
	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	90,090.82
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	44.3958
	Biweekly	2,625.27	2,692.23	2,760.90	2,831.32	2,903.53	2,977.59	3,053.54	3,131.42	3,211.29	3,293.20	3,377.19	3,463.33	3,551.67
	Annual	68,257.00	69,997.96	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	92,343.36
77	Hourly	33.6365	34.4945	35.3743	36.2765	37.2018	38.1507	39.1238	40.1216	41.1450	42.1944	43.2706	44.3743	45.5061
	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	3,640.49
	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	94,652.72
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	46.6437
	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	3,731.50
	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	97,018.90
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	47.8099
	Biweekly	2,827.15	2,899.26	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	3,824.79
	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	99,444.61
80	Hourly	36.2226	37.1465	38.0939	39.0656	40.0620	41.0838	42.1317	43.2063	44.3083	45.4384	46.5974	47.7859	49.0047
	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	3,920.38
	Annual	75,343.00	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	101,929.85
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	50.2301
	Biweekly	2,970.27	3,046.03	3,123.72	3,203.39	3,285.10	3,368.89	3,454.82	3,542.94	3,633.30	3,725.97	3,821.01	3,918.47	4,018.41
	Annual	77,227.00	79,196.75	81,216.74	83,288.26	85,412.61	87,591.14	89,825.24	92,116.33	94,465.84	96,875.29	99,346.19	101,880.12	104,478.67
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	51.4854
	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	4,118.84
	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	107,089.72
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	52.7726
	Biweekly	3,120.62	3,200.21	3,281.83	3,365.54	3,451.38	3,539.41	3,629.69	3,722.27	3,817.21	3,914.57	4,014.42	4,116.81	4,221.81
	Annual	81,136.00	83,205.45	85,327.69	87,504.06	89,735.94	92,024.74	94,371.93	96,778.98	99,247.42	101,778.83	104,374.80	107,036.98	109,767.07
84	Hourly	39.9832	41.0030	42.0488	43.1213	44.2212	45.3491	46.5057	47.6919	48.9083	50.1558	51.4351	52.7470	54.0923
	Biweekly	3,198.65	3,280.24	3,363.90	3,449.70	3,537.69	3,627.92	3,720.46	3,815.35	3,912.67	4,012.46	4,114.81	4,219.76	4,327.39
	Annual	83,165.00	85,286.21	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	112,512.06

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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	40.9827	42.0280	43.1000	44.1993	45.3266	46.4827	47.6683	48.8841	50.1310	51.4096	52.7209	54.0656	55.4446
	Biweekly	3,278.62	3,362.24	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	96,684.05	99,150.08	101,679.00	104,272.42	106,932.00	109,659.40	112,456.38	115,324.69
86	Hourly	42.0072	43.0786	44.1774	45.3042	46.4597	47.6447	48.8600	50.1062	51.3842	52.6948	54.0388	55.4171	56.8306
	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	43.0572	44.1554	45.2817	46.4366	47.6210	48.8356	50.0812	51.3586	52.6686	54.0119	55.3896	56.8023	58.2511
	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	44.1337	45.2593	46.4137	47.5975	48.8116	50.0565	51.3333	52.6426	53.9853	55.3623	56.7743	58.2224	59.7074
	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	45.2370	46.3908	47.5741	48.7875	50.0319	51.3080	52.6167	53.9587	55.3350	56.7463	58.1937	59.6780	61.2001
	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	4,896.01
	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	46.3683	47.5509	48.7638	50.0075	51.2830	52.5911	53.9324	55.3080	56.7187	58.1654	59.6490	61.1704	62.7306
	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	47.5274	48.7396	49.9828	51.2577	52.5650	53.9058	55.2807	56.6907	58.1366	59.6194	61.1401	62.6995	64.2988
	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	48.7154	49.9579	51.2321	52.5389	53.8789	55.2532	56.6625	58.1077	59.5898	61.1097	62.6683	64.2668	65.9059
	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	49.9332	51.2068	52.5128	53.8522	55.2258	56.6344	58.0789	59.5603	61.0794	62.6373	64.2349	65.8733	67.5535
	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	51.1817	52.4872	53.8259	55.1988	56.6067	58.0505	59.5311	61.0495	62.6067	64.2035	65.8411	67.5204	69.2426
	Biweekly	4,094.54	4,198.97	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	52.4611	53.7991	55.1713	56.5785	58.0216	59.5015	61.0192	62.5755	64.1716	65.8083	67.4868	69.2082	70.9734
	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	53.7726	55.1441	56.5506	57.9930	59.4722	60.9891	62.5447	64.1399	65.7759	67.4536	69.1740	70.9384	72.7477
	Biweekly	4,301.81	4,411.53	4,524.05	4,639.44	4,757.77	4,879.13	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

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
97	Hourly	55.1173	56.5231	57.9648	59.4433	60.9594	62.5142	64.1087	65.7439	67.4208	69.1404	70.9039	72.7124	74.5670
	Biweekly	4,409.38	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	56.4952	57.9362	59.4139	60.9293	62.4834	64.0771	65.7114	67.3874	69.1062	70.8688	72.6764	74.5301	76.4311
	Biweekly	4,519.62	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	57.9072	59.3842	60.8988	62.4521	64.0450	65.6786	67.3538	69.0717	70.8334	72.6401	74.4929	76.3929	78.3414
	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	5,666.67	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	140,095.83	143,669.12	147,333.54	151,091.43	154,945.17	158,897.20	162,950.03
100	Hourly	59.3553	60.8692	62.4217	64.0139	65.6466	67.3210	69.0381	70.7990	72.6048	74.4566	76.3557	78.3032	80.3004
	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	60.8389	62.3907	63.9820	65.6140	67.2875	69.0037	70.7638	72.5687	74.4196	76.3177	78.2643	80.2605	82.3076
	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	62.3601	63.9507	65.5818	67.2545	68.9699	70.7290	72.5331	74.3831	76.2803	78.2259	80.2211	82.2673	84.3656
	Biweekly	4,988.81	5,116.05	5,246.54	5,380.36	5,517.59	5,658.32	5,802.64	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	63.9188	65.5491	67.2210	68.9355	70.6938	72.4969	74.3460	76.2423	78.1869	80.1811	82.2262	84.3235	86.4742
	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	154,639.64	158,583.88	162,628.72	166,776.73	171,030.54	175,392.84	179,866.41
104	Hourly	65.5168	67.1879	68.9016	70.6590	72.4612	74.3094	76.2048	78.1484	80.1417	82.1858	84.2820	86.4317	88.6362
	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	67.1548	68.8677	70.6242	72.4255	74.2728	76.1672	78.1099	80.1022	82.1453	84.2405	86.3891	88.5926	90.8522
	Biweekly	5,372.38	5,509.41	5,649.94	5,794.04	5,941.83	6,093.38	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	68.8337	70.5893	72.3898	74.2361	76.1296	78.0714	80.0627	82.1047	84.1989	86.3465	88.5488	90.8074	93.1235
	Biweekly	5,506.69	5,647.15	5,791.18	5,938.89	6,090.37	6,245.71	6,405.01	6,568.38	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	70.5543	72.3539	74.1993	76.0919	78.0327	80.0230	82.0640	84.1572	86.3037	88.5049	90.7623	93.0773	95.4514
	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	72.3183	74.1628	76.0544	77.9943	79.9836	82.0236	84.1157	86.2612	88.4614	90.7177	93.0315	95.4044	97.8378
	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	154,258.66	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

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	74.1264	76.0171	77.9560	79.9443	81.9834	84.0745	86.2189	88.4180	90.6732	92.9859	95.3576	97.7898	100.2840
	Biweekly	5,930.12	6,081.37	6,236.48	6,395.55	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	158,115.59	162,148.49	166,284.25	170,525.49	174,874.92	179,335.28	183,909.40	188,600.19	193,410.63	198,343.76	203,402.72	208,590.71
110	Hourly	75.9793	77.9173	79.9046	81.9427	84.0327	86.1760	88.3740	90.6281	92.9397	95.3102	97.7412	100.2341	102.7907
	Biweekly	6,078.35	6,233.38	6,392.37	6,555.41	6,722.62	6,894.08	7,069.92	7,250.25	7,435.17	7,624.81	7,819.29	8,018.73	8,223.26
	Annual	158,037.00	162,067.89	166,201.60	170,440.73	174,787.99	179,246.14	183,817.99	188,506.45	193,314.50	198,245.18	203,301.62	208,487.03	213,804.70
111	Hourly	77.8788	79.8652	81.9023	83.9913	86.1335	88.3305	90.5834	92.8938	95.2632	97.6930	100.1847	102.7400	105.3605
	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	79.8260	81.8620	83.9500	86.0912	88.2870	90.5389	92.8482	95.2164	97.6450	100.1355	102.6895	105.3087	107.9947
	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	81.8216	83.9086	86.0487	88.2435	90.4942	92.8024	95.1694	97.5968	100.0861	102.6389	105.2568	107.9415	110.6946
	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	203,001.35	208,179.10	213,488.92	218,934.17	224,518.30	230,244.87
114	Hourly	83.8673	86.0064	88.2001	90.4497	92.7568	95.1226	97.5488	100.0369	102.5884	105.2050	107.8884	110.6402	113.4622
	Biweekly	6,709.38	6,880.51	7,056.01	7,235.98	7,420.54	7,609.81	7,803.90	8,002.95	8,207.07	8,416.40	8,631.07	8,851.22	9,076.98
	Annual	174,444.00	178,893.37	183,456.22	188,135.46	192,934.04	197,855.02	202,901.51	208,076.71	213,383.92	218,826.49	224,407.87	230,131.62	236,001.36
115	Hourly	85.9639	88.1565	90.4051	92.7109	95.0756	97.5006	99.9875	102.5377	105.1531	107.8351	110.5855	113.4061	116.2987
	Biweekly	6,877.12	7,052.52	7,232.40	7,416.87	7,606.05	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	88.1130	90.3604	92.6651	95.0286	97.4524	99.9381	102.4871	105.1011	107.7818	110.5309	113.3501	116.2412	119.2061
	Biweekly	7,049.04	7,228.83	7,413.21	7,602.29	7,796.20	7,995.04	8,198.97	8,408.09	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	229,904.29	235,768.23	241,781.74	247,948.62

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
01	Hourly	5.3043	5.4396	5.5784	5.7206	5.8666	6.0162	6.1696	6.3270	6.4884	6.6539	6.8236	6.9976	7.1761
	Biweekly	424.35	435.17	446.27	457.65	469.32	481.29	493.57	506.16	519.07	532.31	545.89	559.81	574.09
	Annual	11,033.00	11,314.41	11,602.99	11,898.94	12,202.43	12,513.67	12,832.84	13,160.16	13,495.82	13,840.04	14,193.05	14,555.06	14,926.30
02	Hourly	5.4370	5.5757	5.7179	5.8638	6.0133	6.1667	6.3240	6.4853	6.6507	6.8203	6.9943	7.1727	7.3556
	Biweekly	434.96	446.06	457.43	469.10	481.06	493.33	505.92	518.82	532.05	545.63	559.54	573.81	588.45
	Annual	11,309.00	11,597.45	11,893.25	12,196.60	12,507.69	12,826.71	13,153.87	13,489.37	13,833.43	14,186.26	14,548.10	14,919.16	15,299.69
03	Hourly	5.5731	5.7152	5.8610	6.0105	6.1638	6.3210	6.4822	6.6476	6.8171	6.9910	7.1693	7.3522	7.5397
	Biweekly	445.85	457.22	468.88	480.84	493.10	505.68	518.58	531.81	545.37	559.28	573.54	588.17	603.18
	Annual	11,592.00	11,887.67	12,190.87	12,501.81	12,820.68	13,147.69	13,483.03	13,826.93	14,179.60	14,541.27	14,912.16	15,292.51	15,682.56
04	Hourly	5.7120	5.8577	6.0071	6.1603	6.3175	6.4786	6.6438	6.8133	6.9871	7.1653	7.3480	7.5355	7.7277
	Biweekly	456.96	468.62	480.57	492.83	505.40	518.29	531.51	545.06	558.97	573.22	587.84	602.84	618.21
	Annual	11,881.00	12,184.04	12,494.80	12,813.50	13,140.32	13,475.47	13,819.18	14,171.65	14,533.11	14,903.79	15,283.93	15,673.76	16,073.54
05	Hourly	5.8548	6.0041	6.1573	6.3143	6.4754	6.6405	6.8099	6.9836	7.1617	7.3444	7.5317	7.7238	7.9208
	Biweekly	468.38	480.33	492.58	505.15	518.03	531.24	544.79	558.69	572.94	587.55	602.54	617.91	633.67
	Annual	12,178.00	12,488.61	12,807.15	13,133.81	13,468.80	13,812.33	14,164.63	14,525.91	14,896.41	15,276.36	15,666.00	16,065.57	16,475.34
06	Hourly	6.0014	6.1545	6.3115	6.4725	6.6376	6.8069	6.9805	7.1585	7.3411	7.5283	7.7204	7.9173	8.1192
	Biweekly	480.12	492.36	504.92	517.80	531.00	544.55	558.44	572.68	587.29	602.27	617.63	633.38	649.54
	Annual	12,483.00	12,801.39	13,127.90	13,462.74	13,806.12	14,158.26	14,519.38	14,889.72	15,269.49	15,658.96	16,058.35	16,467.94	16,887.97
07	Hourly	6.1514	6.3083	6.4692	6.6342	6.8035	6.9770	7.1549	7.3374	7.5246	7.7165	7.9133	8.1152	8.3221
	Biweekly	492.12	504.67	517.54	530.74	544.28	558.16	572.40	586.99	601.97	617.32	633.07	649.21	665.77
	Annual	12,795.00	13,121.35	13,456.02	13,799.23	14,151.19	14,512.14	14,882.28	15,261.87	15,651.14	16,050.34	16,459.72	16,879.54	17,310.07
08	Hourly	6.3053	6.4661	6.6310	6.8002	6.9736	7.1515	7.3339	7.5209	7.7128	7.9095	8.1112	8.3181	8.5303
	Biweekly	504.42	517.29	530.48	544.01	557.89	572.12	586.71	601.68	617.02	632.76	648.90	665.45	682.42
	Annual	13,115.00	13,449.51	13,792.55	14,144.35	14,505.11	14,875.08	15,254.48	15,643.57	16,042.57	16,451.75	16,871.37	17,301.69	17,742.99
09	Hourly	6.4630	6.6278	6.7969	6.9702	7.1480	7.3303	7.5173	7.7090	7.9057	8.1073	8.3141	8.5262	8.7436
	Biweekly	517.04	530.23	543.75	557.62	571.84	586.43	601.38	616.72	632.45	648.58	665.13	682.09	699.49
	Annual	13,443.00	13,785.88	14,137.50	14,498.09	14,867.88	15,247.10	15,635.99	16,034.80	16,443.79	16,863.20	17,293.32	17,734.40	18,186.73
10	Hourly	6.6245	6.7935	6.9668	7.1445	7.3267	7.5136	7.7052	7.9017	8.1033	8.3099	8.5219	8.7393	8.9622
	Biweekly	529.96	543.48	557.34	571.56	586.13	601.08	616.42	632.14	648.26	664.80	681.75	699.14	716.97
	Annual	13,779.00	14,130.45	14,490.86	14,860.46	15,239.49	15,628.19	16,026.80	16,435.58	16,854.79	17,284.69	17,725.55	18,177.66	18,641.30
11	Hourly	6.7899	6.9631	7.1407	7.3228	7.5096	7.7011	7.8976	8.0990	8.3056	8.5174	8.7347	8.9574	9.1859
	Biweekly	543.19	557.05	571.26	585.83	600.77	616.09	631.80	647.92	664.45	681.39	698.77	716.60	734.87
	Annual	14,123.00	14,483.22	14,852.63	15,231.46	15,619.96	16,018.36	16,426.92	16,845.91	17,275.58	17,716.21	18,168.08	18,631.47	19,106.69
12	Hourly	6.9596	7.1371	7.3192	7.5058	7.6973	7.8936	8.0950	8.3014	8.5132	8.7303	8.9530	9.1813	9.4155
	Biweekly	556.77	570.97	585.53	600.47	615.78	631.49	647.60	664.11	681.05	698.42	716.24	734.51	753.24
	Annual	14,476.00	14,845.22	15,223.87	15,612.17	16,010.37	16,418.73	16,837.51	17,266.97	17,707.38	18,159.02	18,622.18	19,097.16	19,584.25

Effective 07/01/2015

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
13	Hourly	7.1337	7.3156	7.5022	7.6935	7.8898	8.0910	8.2974	8.5090	8.7260	8.9486	9.1769	9.4109	9.6510
	Biweekly	570.69	585.25	600.18	615.48	631.18	647.28	663.79	680.72	698.08	715.89	734.15	752.87	772.08
	Annual	14,838.00	15,216.46	15,604.57	16,002.58	16,410.74	16,829.31	17,258.56	17,698.76	18,150.18	18,613.12	19,087.87	19,574.72	20,074.00
14	Hourly	7.3120	7.4985	7.6898	7.8859	8.0871	8.2933	8.5048	8.7218	8.9442	9.1724	9.4063	9.6462	9.8923
	Biweekly	584.96	599.88	615.18	630.87	646.96	663.47	680.39	697.74	715.54	733.79	752.50	771.70	791.38
	Annual	15,209.00	15,596.92	15,994.74	16,402.70	16,821.06	17,250.10	17,690.08	18,141.29	18,604.00	19,078.51	19,565.13	20,064.16	20,575.91
15	Hourly	7.4947	7.6859	7.8819	8.0829	8.2891	8.5005	8.7173	8.9397	9.1677	9.4015	9.6413	9.8872	10.1394
	Biweekly	599.58	614.87	630.55	646.64	663.13	680.04	697.39	715.18	733.42	752.12	771.31	790.98	811.15
	Annual	15,589.00	15,986.61	16,394.37	16,812.52	17,241.34	17,681.10	18,132.07	18,594.55	19,068.82	19,555.19	20,053.97	20,565.46	21,090.01
16	Hourly	7.6822	7.8782	8.0791	8.2852	8.4965	8.7132	8.9354	9.1633	9.3971	9.6367	9.8825	10.1346	10.3931
	Biweekly	614.58	630.25	646.33	662.81	679.72	697.06	714.83	733.07	751.76	770.94	790.60	810.77	831.45
	Annual	15,979.00	16,386.56	16,804.52	17,233.13	17,672.68	18,123.44	18,585.70	19,059.74	19,545.88	20,044.42	20,555.67	21,079.96	21,617.63
17	Hourly	7.8745	8.0754	8.2813	8.4926	8.7092	8.9313	9.1591	9.3927	9.6323	9.8780	10.1299	10.3883	10.6533
	Biweekly	629.96	646.03	662.51	679.40	696.73	714.50	732.73	751.42	770.58	790.24	810.39	831.06	852.26
	Annual	16,379.00	16,796.76	17,225.18	17,664.53	18,115.08	18,577.12	19,050.95	19,536.86	20,035.17	20,546.19	21,070.24	21,607.66	22,158.78
18	Hourly	8.0712	8.2770	8.4881	8.7046	8.9266	9.1543	9.3878	9.6273	9.8728	10.1246	10.3829	10.6477	10.9193
	Biweekly	645.69	662.16	679.05	696.37	714.13	732.35	751.03	770.18	789.83	809.97	830.63	851.82	873.54
	Annual	16,788.00	17,216.19	17,655.31	18,105.63	18,567.43	19,041.01	19,526.67	20,024.72	20,535.47	21,059.25	21,596.38	22,147.22	22,712.11
19	Hourly	8.2731	8.4841	8.7005	8.9224	9.1500	9.3834	9.6227	9.8681	10.1198	10.3779	10.6426	10.9141	11.1925
	Biweekly	661.85	678.73	696.04	713.79	732.00	750.67	769.81	789.45	809.59	830.23	851.41	873.13	895.40
	Annual	17,208.00	17,646.91	18,097.01	18,558.59	19,031.95	19,517.38	20,015.19	20,525.69	21,049.22	21,586.10	22,136.68	22,701.30	23,280.32
20	Hourly	8.4798	8.6961	8.9179	9.1454	9.3786	9.6178	9.8631	10.1147	10.3727	10.6373	10.9086	11.1868	11.4721
	Biweekly	678.38	695.69	713.43	731.63	750.29	769.43	789.05	809.18	829.82	850.98	872.69	894.94	917.77
	Annual	17,638.00	18,087.87	18,549.22	19,022.34	19,507.52	20,005.08	20,515.33	21,038.60	21,575.21	22,125.50	22,689.84	23,268.56	23,862.05
21	Hourly	8.6918	8.9135	9.1409	9.3740	9.6131	9.8583	10.1097	10.3676	10.6320	10.9032	11.1813	11.4665	11.7590
	Biweekly	695.35	713.08	731.27	749.92	769.05	788.66	808.78	829.41	850.56	872.26	894.51	917.32	940.72
	Annual	18,079.00	18,540.12	19,013.01	19,497.95	19,995.27	20,505.27	21,028.27	21,564.62	22,114.65	22,678.71	23,257.15	23,850.35	24,458.67
22	Hourly	8.9091	9.1364	9.3694	9.6084	9.8535	10.1048	10.3625	10.6268	10.8979	11.1758	11.4609	11.7532	12.0530
	Biweekly	712.73	730.91	749.55	768.67	788.28	808.38	829.00	850.14	871.83	894.07	916.87	940.26	964.24
	Annual	18,531.00	19,003.65	19,488.36	19,985.43	20,495.18	21,017.93	21,554.01	22,103.77	22,667.55	23,245.70	23,838.61	24,446.64	25,070.17
23	Hourly	9.1317	9.3646	9.6035	9.8484	10.0996	10.3572	10.6214	10.8923	11.1701	11.4550	11.7472	12.0468	12.3541
	Biweekly	730.54	749.17	768.28	787.88	807.97	828.58	849.71	871.39	893.61	916.40	939.78	963.75	988.33
	Annual	18,994.00	19,478.46	19,975.28	20,484.77	21,007.25	21,543.06	22,092.54	22,656.03	23,233.90	23,826.50	24,434.22	25,057.44	25,696.55
24	Hourly	9.3601	9.5988	9.8437	10.0947	10.3522	10.6163	10.8870	11.1647	11.4495	11.7415	12.0410	12.3481	12.6631
	Biweekly	748.81	767.91	787.49	807.58	828.18	849.30	870.96	893.18	915.96	939.32	963.28	987.85	1,013.05
	Annual	19,469.00	19,965.58	20,474.82	20,997.05	21,532.60	22,081.81	22,645.03	23,222.61	23,814.93	24,422.35	25,045.27	25,684.07	26,339.17

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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	9.5942	9.8389	10.0899	10.3472	10.6112	10.8818	11.1594	11.4440	11.7359	12.0352	12.3422	12.6570	12.9798
	Biweekly	767.54	787.12	807.19	827.78	848.89	870.54	892.75	915.52	938.87	962.82	987.38	1,012.56	1,038.39
	Annual	19,956.00	20,465.00	20,986.98	21,522.27	22,071.22	22,634.17	23,211.47	23,803.51	24,410.64	25,033.26	25,671.75	26,326.54	26,998.02
26	Hourly	9.8341	10.0850	10.3422	10.6060	10.8765	11.1539	11.4384	11.7302	12.0293	12.3362	12.6508	12.9735	13.3044
	Biweekly	786.73	806.80	827.38	848.48	870.12	892.31	915.07	938.41	962.35	986.89	1,012.06	1,037.88	1,064.35
	Annual	20,455.00	20,976.73	21,511.76	22,060.44	22,623.11	23,200.14	23,791.88	24,398.71	25,021.03	25,659.21	26,313.68	26,984.83	27,673.11
27	Hourly	10.0798	10.3369	10.6006	10.8709	11.1482	11.4326	11.7242	12.0232	12.3299	12.6443	12.9668	13.2976	13.6367
	Biweekly	806.38	826.95	848.04	869.67	891.86	914.60	937.93	961.86	986.39	1,011.55	1,037.35	1,063.81	1,090.94
	Annual	20,966.00	21,500.76	22,049.16	22,611.54	23,188.27	23,779.71	24,386.24	25,008.23	25,646.09	26,300.22	26,971.04	27,658.96	28,364.43
28	Hourly	10.3317	10.5953	10.8655	11.1426	11.4268	11.7183	12.0172	12.3237	12.6380	12.9604	13.2909	13.6299	13.9776
	Biweekly	826.54	847.62	869.24	891.41	914.15	937.46	961.37	985.89	1,011.04	1,036.83	1,063.27	1,090.39	1,118.21
	Annual	21,490.00	22,038.12	22,600.23	23,176.67	23,767.81	24,374.04	24,995.72	25,633.26	26,287.06	26,957.54	27,645.12	28,350.24	29,073.34
29	Hourly	10.5899	10.8600	11.1370	11.4211	11.7124	12.0111	12.3175	12.6316	12.9538	13.2842	13.6230	13.9705	14.3268
	Biweekly	847.19	868.80	890.96	913.69	936.99	960.89	985.40	1,010.53	1,036.31	1,062.74	1,089.84	1,117.64	1,146.15
	Annual	22,027.00	22,588.82	23,164.97	23,755.82	24,361.73	24,983.10	25,620.32	26,273.79	26,943.93	27,631.17	28,335.93	29,058.66	29,799.83
30	Hourly	10.8548	11.1317	11.4156	11.7068	12.0054	12.3116	12.6256	12.9476	13.2779	13.6165	13.9638	14.3200	14.6852
	Biweekly	868.38	890.53	913.25	936.54	960.43	984.92	1,010.05	1,035.81	1,062.23	1,089.32	1,117.11	1,145.60	1,174.82
	Annual	22,578.00	23,153.87	23,744.44	24,350.06	24,971.14	25,608.05	26,261.21	26,931.03	27,617.93	28,322.35	29,044.74	29,785.56	30,545.27
31	Hourly	11.1264	11.4102	11.7013	11.9997	12.3058	12.6197	12.9415	13.2716	13.6101	13.9573	14.3133	14.6783	15.0527
	Biweekly	890.12	912.82	936.10	959.98	984.46	1,009.57	1,035.32	1,061.73	1,088.81	1,116.58	1,145.06	1,174.27	1,204.22
	Annual	23,143.00	23,733.29	24,338.63	24,959.41	25,596.02	26,248.87	26,918.38	27,604.96	28,309.05	29,031.10	29,771.57	30,530.92	31,309.64
32	Hourly	11.4043	11.6952	11.9935	12.2994	12.6131	12.9348	13.2647	13.6031	13.9500	14.3058	14.6707	15.0449	15.4287
	Biweekly	912.35	935.62	959.48	983.95	1,009.05	1,034.79	1,061.18	1,088.25	1,116.00	1,144.47	1,173.66	1,203.59	1,234.29
	Annual	23,721.00	24,326.03	24,946.49	25,582.77	26,235.29	26,904.44	27,590.67	28,294.40	29,016.07	29,756.16	30,515.12	31,293.44	32,091.61
33	Hourly	11.6894	11.9876	12.2933	12.6069	12.9284	13.2582	13.5963	13.9431	14.2988	14.6635	15.0375	15.4210	15.8144
	Biweekly	935.15	959.01	983.47	1,008.55	1,034.27	1,060.65	1,087.71	1,115.45	1,143.90	1,173.08	1,203.00	1,233.68	1,265.15
	Annual	24,314.00	24,934.15	25,570.12	26,222.31	26,891.14	27,577.03	28,280.41	29,001.73	29,741.44	30,500.03	31,277.96	32,075.74	32,893.86
34	Hourly	11.9817	12.2873	12.6007	12.9221	13.2517	13.5897	13.9363	14.2918	14.6563	15.0302	15.4135	15.8066	16.2098
	Biweekly	958.54	982.99	1,008.06	1,033.77	1,060.14	1,087.18	1,114.91	1,143.34	1,172.51	1,202.41	1,233.08	1,264.53	1,296.79
	Annual	24,922.00	25,557.66	26,209.53	26,878.03	27,563.59	28,266.62	28,987.59	29,726.95	30,485.16	31,262.72	32,060.11	32,877.83	33,716.41
35	Hourly	12.2813	12.5945	12.9157	13.2452	13.5830	13.9294	14.2847	14.6491	15.0227	15.4059	15.7988	16.2018	16.6150
	Biweekly	982.50	1,007.56	1,033.26	1,059.61	1,086.64	1,114.36	1,142.78	1,171.93	1,201.82	1,232.47	1,263.91	1,296.14	1,329.20
	Annual	25,545.00	26,196.55	26,864.72	27,549.93	28,252.62	28,973.23	29,712.22	30,470.06	31,247.23	32,044.22	32,861.54	33,699.71	34,559.26
36	Hourly	12.5885	12.9095	13.2388	13.5765	13.9228	14.2779	14.6421	15.0155	15.3985	15.7912	16.1940	16.6071	17.0306
	Biweekly	1,007.08	1,032.76	1,059.11	1,086.12	1,113.82	1,142.23	1,171.36	1,201.24	1,231.88	1,263.30	1,295.52	1,328.57	1,362.45
	Annual	26,184.00	26,851.85	27,536.73	28,239.08	28,959.35	29,697.99	30,455.46	31,232.26	32,028.87	32,845.80	33,683.56	34,542.70	35,423.74

8A, 1

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
37	Hourly	12.9029	13.2320	13.5695	13.9156	14.2705	14.6345	15.0078	15.3906	15.7831	16.1857	16.5985	17.0219	17.4560
	Biweekly	1,032.23	1,058.56	1,085.56	1,113.25	1,141.64	1,170.76	1,200.62	1,231.24	1,262.65	1,294.85	1,327.88	1,361.75	1,396.48
	Annual	26,838.00	27,522.53	28,224.52	28,944.41	29,682.67	30,439.76	31,216.15	32,012.35	32,828.86	33,666.19	34,524.88	35,405.47	36,308.53
38	Hourly	13.2255	13.5628	13.9087	14.2635	14.6273	15.0004	15.3830	15.7753	16.1777	16.5903	17.0135	17.4474	17.8925
	Biweekly	1,058.04	1,085.02	1,112.70	1,141.08	1,170.18	1,200.03	1,230.64	1,262.03	1,294.22	1,327.23	1,361.08	1,395.80	1,431.40
	Annual	27,509.00	28,210.64	28,930.19	29,668.08	30,424.79	31,200.81	31,996.62	32,812.72	33,649.64	34,507.91	35,388.07	36,290.68	37,216.31
39	Hourly	13.5563	13.9020	14.2566	14.6202	14.9931	15.3755	15.7677	16.1699	16.5823	17.0053	17.4390	17.8838	18.3399
	Biweekly	1,084.50	1,112.16	1,140.53	1,169.62	1,199.45	1,230.04	1,261.42	1,293.59	1,326.59	1,360.42	1,395.12	1,430.70	1,467.20
	Annual	28,197.00	28,916.19	29,653.73	30,410.08	31,185.72	31,981.14	32,796.85	33,633.37	34,491.22	35,370.95	36,273.12	37,198.31	38,147.09
40	Hourly	13.8952	14.2496	14.6131	14.9858	15.3680	15.7600	16.1620	16.5742	16.9969	17.4304	17.8750	18.3309	18.7985
	Biweekly	1,111.62	1,139.97	1,169.04	1,198.86	1,229.44	1,260.80	1,292.96	1,325.93	1,359.75	1,394.44	1,430.00	1,466.48	1,503.88
	Annual	28,902.00	29,639.17	30,395.15	31,170.41	31,965.44	32,780.75	33,616.86	34,474.29	35,353.59	36,255.32	37,180.05	38,128.36	39,100.86
41	Hourly	14.2423	14.6056	14.9781	15.3601	15.7519	16.1537	16.5657	16.9882	17.4215	17.8659	18.3216	18.7889	19.2681
	Biweekly	1,139.38	1,168.45	1,198.25	1,228.81	1,260.15	1,292.29	1,325.26	1,359.06	1,393.72	1,429.27	1,465.72	1,503.11	1,541.45
	Annual	29,624.00	30,379.59	31,154.45	31,949.08	32,763.97	33,599.65	34,456.64	35,335.49	36,236.76	37,161.01	38,108.84	39,080.85	40,077.64
42	Hourly	14.5986	14.9709	15.3528	15.7443	16.1459	16.5577	16.9801	17.4132	17.8573	18.3128	18.7798	19.2588	19.7501
	Biweekly	1,167.88	1,197.67	1,228.22	1,259.55	1,291.67	1,324.62	1,358.40	1,393.05	1,428.58	1,465.02	1,502.39	1,540.71	1,580.00
	Annual	30,365.00	31,139.49	31,933.73	32,748.24	33,583.51	34,440.09	35,318.52	36,219.36	37,143.17	38,090.54	39,062.08	40,058.40	41,080.12
43	Hourly	14.9635	15.3451	15.7365	16.1379	16.5495	16.9716	17.4045	17.8484	18.3037	18.7705	19.2493	19.7402	20.2437
	Biweekly	1,197.08	1,227.61	1,258.92	1,291.03	1,323.96	1,357.73	1,392.36	1,427.87	1,464.29	1,501.64	1,539.94	1,579.22	1,619.50
	Annual	31,124.00	31,917.85	32,731.95	33,566.81	34,422.96	35,300.95	36,201.34	37,124.69	38,071.59	39,042.65	40,038.47	41,059.69	42,106.96
44	Hourly	15.3375	15.7287	16.1299	16.5413	16.9632	17.3958	17.8395	18.2946	18.7612	19.2397	19.7304	20.2337	20.7498
	Biweekly	1,227.00	1,258.30	1,290.39	1,323.30	1,357.05	1,391.67	1,427.16	1,463.56	1,500.89	1,539.18	1,578.43	1,618.69	1,659.98
	Annual	31,902.00	32,715.69	33,550.14	34,405.87	35,283.42	36,183.36	37,106.26	38,052.69	39,023.26	40,018.59	41,039.30	42,086.05	43,159.50
45	Hourly	15.7212	16.1221	16.5333	16.9550	17.3875	17.8310	18.2858	18.7522	19.2305	19.7210	20.2240	20.7398	21.2688
	Biweekly	1,257.69	1,289.77	1,322.67	1,356.40	1,391.00	1,426.48	1,462.86	1,500.17	1,538.44	1,577.68	1,617.92	1,659.18	1,701.50
	Annual	32,700.00	33,534.05	34,389.37	35,266.50	36,166.01	37,088.46	38,034.44	39,004.54	39,999.39	41,019.62	42,065.86	43,138.80	44,239.09
46	Hourly	16.1139	16.5249	16.9464	17.3787	17.8219	18.2765	18.7427	19.2207	19.7109	20.2137	20.7293	21.2580	21.8002
	Biweekly	1,289.12	1,322.00	1,355.71	1,390.29	1,425.75	1,462.12	1,499.41	1,537.66	1,576.88	1,617.10	1,658.34	1,700.64	1,744.02
	Annual	33,517.00	34,371.88	35,248.57	36,147.62	37,069.61	38,015.10	38,984.72	39,979.06	40,998.77	42,044.48	43,116.87	44,216.61	45,344.39
47	Hourly	16.5168	16.9381	17.3701	17.8132	18.2675	18.7334	19.2113	19.7013	20.2038	20.7191	21.2475	21.7895	22.3452
	Biweekly	1,321.35	1,355.05	1,389.61	1,425.05	1,461.40	1,498.68	1,536.90	1,576.10	1,616.30	1,657.53	1,699.80	1,743.16	1,787.62
	Annual	34,355.00	35,231.26	36,129.87	37,051.40	37,996.43	38,965.57	39,959.42	40,978.63	42,023.83	43,095.69	44,194.89	45,322.12	46,478.11
48	Hourly	16.9298	17.3616	17.8044	18.2586	18.7243	19.2018	19.6916	20.1939	20.7089	21.2371	21.7788	22.3343	22.9040
	Biweekly	1,354.38	1,388.93	1,424.36	1,460.69	1,497.94	1,536.15	1,575.33	1,615.51	1,656.71	1,698.97	1,742.30	1,786.74	1,832.32
	Annual	35,214.00	36,112.17	37,033.25	37,977.82	38,946.48	39,939.85	40,958.55	42,003.24	43,074.58	44,173.24	45,299.92	46,455.34	47,640.23

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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	17.3534	17.7960	18.2499	18.7154	19.1927	19.6822	20.1843	20.6991	21.2270	21.7685	22.3237	22.8931	23.4770
	Biweekly	1,388.27	1,423.68	1,459.99	1,497.23	1,535.42	1,574.58	1,614.74	1,655.93	1,698.16	1,741.48	1,785.89	1,831.45	1,878.16
	Annual	36,095.00	37,015.64	37,959.76	38,927.96	39,920.86	40,939.08	41,983.27	43,054.10	44,152.23	45,278.38	46,433.25	47,617.58	48,832.11
50	Hourly	17.7870	18.2407	18.7059	19.1831	19.6723	20.1741	20.6887	21.2163	21.7575	22.3124	22.8815	23.4652	24.0637
	Biweekly	1,422.96	1,459.26	1,496.48	1,534.64	1,573.79	1,613.93	1,655.09	1,697.31	1,740.60	1,785.00	1,830.52	1,877.21	1,925.09
	Annual	36,997.00	37,940.65	38,908.36	39,900.76	40,918.46	41,962.13	43,032.42	44,130.00	45,255.58	46,409.87	47,593.60	48,807.52	50,052.41
51	Hourly	18.2317	18.6967	19.1736	19.6627	20.1642	20.6785	21.2059	21.7468	22.3015	22.8703	23.4536	24.0518	24.6653
	Biweekly	1,458.54	1,495.74	1,533.89	1,573.01	1,613.13	1,654.28	1,696.47	1,739.74	1,784.12	1,829.62	1,876.29	1,924.15	1,973.22
	Annual	37,922.00	38,889.24	39,881.15	40,898.36	41,941.51	43,011.27	44,108.32	45,233.34	46,387.06	47,570.21	48,783.54	50,027.81	51,303.32
52	Hourly	18.6875	19.1641	19.6529	20.1542	20.6683	21.1954	21.7360	22.2904	22.8590	23.4420	24.0399	24.6531	25.2819
	Biweekly	1,495.00	1,533.13	1,572.24	1,612.34	1,653.46	1,695.63	1,738.88	1,783.24	1,828.72	1,875.36	1,923.19	1,972.25	2,022.55
	Annual	38,870.00	39,861.42	40,878.12	41,920.76	42,989.99	44,086.49	45,210.96	46,364.12	47,546.68	48,759.40	50,003.06	51,278.44	52,586.35
53	Hourly	19.1548	19.6434	20.1444	20.6582	21.1851	21.7255	22.2796	22.8478	23.4306	24.0282	24.6411	25.2696	25.9141
	Biweekly	1,532.38	1,571.47	1,611.55	1,652.66	1,694.81	1,738.04	1,782.37	1,827.83	1,874.45	1,922.26	1,971.29	2,021.57	2,073.13
	Annual	39,842.00	40,858.21	41,900.34	42,969.05	44,065.02	45,188.94	46,341.53	47,523.52	48,735.65	49,978.70	51,253.46	52,560.73	53,901.34
54	Hourly	19.6337	20.1344	20.6480	21.1746	21.7147	22.2686	22.8365	23.4190	24.0163	24.6289	25.2571	25.9013	26.5619
	Biweekly	1,570.69	1,610.75	1,651.84	1,693.97	1,737.18	1,781.48	1,826.92	1,873.52	1,921.31	1,970.31	2,020.57	2,072.10	2,124.95
	Annual	40,838.00	41,879.61	42,947.80	44,043.22	45,166.59	46,318.61	47,500.01	48,711.55	49,953.98	51,228.11	52,534.73	53,874.68	55,248.81
55	Hourly	20.1245	20.6378	21.1642	21.7040	22.2576	22.8253	23.4075	24.0045	24.6168	25.2447	25.8885	26.5489	27.2260
	Biweekly	1,609.96	1,651.03	1,693.14	1,736.32	1,780.61	1,826.02	1,872.60	1,920.36	1,969.34	2,019.57	2,071.08	2,123.91	2,178.08
	Annual	41,859.00	42,926.66	44,021.54	45,144.36	46,295.81	47,476.63	48,687.57	49,929.39	51,202.69	52,508.87	53,848.16	55,221.62	56,630.10
56	Hourly	20.6274	21.1535	21.6931	22.2464	22.8138	23.3957	23.9924	24.6044	25.2319	25.8755	26.5355	27.2123	27.9064
	Biweekly	1,650.19	1,692.28	1,735.45	1,779.71	1,825.10	1,871.65	1,919.39	1,968.35	2,018.55	2,070.04	2,122.84	2,176.98	2,232.51
	Annual	42,905.00	43,999.33	45,121.58	46,272.45	47,452.68	48,663.01	49,904.20	51,177.06	52,482.38	53,821.00	55,193.76	56,601.53	58,045.21
57	Hourly	21.1433	21.6825	22.2356	22.8027	23.3843	23.9808	24.5924	25.2197	25.8629	26.5226	27.1991	27.8928	28.6043
	Biweekly	1,691.46	1,734.60	1,778.85	1,824.22	1,870.75	1,918.46	1,967.39	2,017.57	2,069.03	2,121.81	2,175.93	2,231.43	2,288.34
	Annual	43,978.00	45,099.70	46,250.02	47,429.67	48,639.41	49,880.01	51,152.25	52,456.94	53,794.90	55,166.99	56,574.08	58,017.06	59,496.85
58	Hourly	21.6716	22.2244	22.7912	23.3726	23.9687	24.5800	25.2070	25.8499	26.5092	27.1854	27.8788	28.5899	29.3191
	Biweekly	1,733.73	1,777.95	1,823.30	1,869.80	1,917.50	1,966.40	2,016.56	2,067.99	2,120.74	2,174.83	2,230.30	2,287.19	2,345.53
	Annual	45,077.00	46,226.73	47,405.79	48,614.93	49,854.90	51,126.50	52,430.53	53,767.82	55,139.22	56,545.61	57,987.86	59,466.90	60,983.66
59	Hourly	22.2135	22.7800	23.3611	23.9569	24.5680	25.1946	25.8372	26.4962	27.1720	27.8651	28.5758	29.3046	30.0521
	Biweekly	1,777.08	1,822.40	1,868.89	1,916.55	1,965.44	2,015.57	2,066.98	2,119.70	2,173.76	2,229.21	2,286.06	2,344.37	2,404.17
	Annual	46,204.00	47,382.48	48,591.02	49,830.38	51,101.35	52,404.74	53,741.38	55,112.11	56,517.80	57,959.34	59,437.65	60,953.67	62,508.35
60	Hourly	22.7688	23.3495	23.9450	24.5558	25.1821	25.8244	26.4831	27.1586	27.8513	28.5616	29.2901	30.0372	30.8033
	Biweekly	1,821.50	1,867.96	1,915.60	1,964.46	2,014.57	2,065.95	2,118.65	2,172.68	2,228.10	2,284.93	2,343.21	2,402.98	2,464.27
	Annual	47,359.00	48,566.94	49,805.69	51,076.03	52,378.78	53,714.75	55,084.80	56,489.79	57,930.62	59,408.20	60,923.46	62,477.38	64,070.92

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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	23.3380	23.9332	24.5437	25.1697	25.8117	26.4700	27.1452	27.8375	28.5476	29.2757	30.0224	30.7881	31.5734
	Biweekly	1,867.04	1,914.66	1,963.49	2,013.58	2,064.93	2,117.60	2,171.61	2,227.00	2,283.80	2,342.06	2,401.79	2,463.05	2,525.87
	Annual	48,543.00	49,781.14	51,050.86	52,352.96	53,688.27	55,057.65	56,461.95	57,902.06	59,378.92	60,893.43	62,446.58	64,039.34	65,672.73
62	Hourly	23.9216	24.5318	25.1575	25.7992	26.4572	27.1320	27.8240	28.5337	29.2615	30.0078	30.7732	31.5581	32.3630
	Biweekly	1,913.73	1,962.54	2,012.60	2,063.93	2,116.58	2,170.56	2,225.92	2,282.70	2,340.92	2,400.63	2,461.86	2,524.65	2,589.04
	Annual	49,757.00	51,026.10	52,327.57	53,662.24	55,030.95	56,434.57	57,873.99	59,350.12	60,863.91	62,416.30	64,008.29	65,640.89	67,315.12
63	Hourly	24.5197	25.1451	25.7865	26.4442	27.1187	27.8103	28.5197	29.2471	29.9931	30.7581	31.5426	32.3471	33.1722
	Biweekly	1,961.58	2,011.61	2,062.92	2,115.53	2,169.49	2,224.83	2,281.57	2,339.77	2,399.45	2,460.65	2,523.41	2,587.77	2,653.77
	Annual	51,001.00	52,301.83	53,635.84	55,003.88	56,406.81	57,845.52	59,320.93	60,833.97	62,385.60	63,976.80	65,608.60	67,282.01	68,998.10
64	Hourly	25.1327	25.7737	26.4311	27.1053	27.7966	28.5056	29.2327	29.9783	30.7429	31.5270	32.3311	33.1558	34.0015
	Biweekly	2,010.62	2,061.90	2,114.49	2,168.42	2,223.73	2,280.45	2,338.61	2,398.26	2,459.43	2,522.16	2,586.49	2,652.46	2,720.12
	Annual	52,276.00	53,609.35	54,976.71	56,378.95	57,816.95	59,291.63	60,803.92	62,354.79	63,945.21	65,576.19	67,248.78	68,964.03	70,723.02
65	Hourly	25.7611	26.4181	27.0919	27.7829	28.4916	29.2183	29.9635	30.7278	31.5115	32.3153	33.1395	33.9847	34.8516
	Biweekly	2,060.88	2,113.45	2,167.36	2,222.64	2,279.33	2,337.46	2,397.08	2,458.22	2,520.92	2,585.22	2,651.16	2,718.78	2,788.12
	Annual	53,583.00	54,949.69	56,351.23	57,788.53	59,262.48	60,774.03	62,324.13	63,913.77	65,543.96	67,215.72	68,930.13	70,688.26	72,491.23
66	Hourly	26.4048	27.0783	27.7689	28.4772	29.2036	29.9484	30.7123	31.4956	32.2990	33.1228	33.9676	34.8340	35.7225
	Biweekly	2,112.38	2,166.26	2,221.52	2,278.18	2,336.28	2,395.87	2,456.98	2,519.65	2,583.92	2,649.82	2,717.41	2,786.72	2,857.80
	Annual	54,922.00	56,322.84	57,759.41	59,232.62	60,743.41	62,292.73	63,881.57	65,510.93	67,181.85	68,895.40	70,652.64	72,454.71	74,302.74
67	Hourly	27.0649	27.7552	28.4631	29.1891	29.9336	30.6971	31.4801	32.2830	33.1064	33.9508	34.8168	35.7048	36.6155
	Biweekly	2,165.19	2,220.42	2,277.05	2,335.13	2,394.69	2,455.77	2,518.41	2,582.64	2,648.51	2,716.07	2,785.34	2,856.38	2,929.24
	Annual	56,295.00	57,730.86	59,203.34	60,713.38	62,261.94	63,849.99	65,478.55	67,148.65	68,861.34	70,617.72	72,418.89	74,266.01	76,160.24
68	Hourly	27.7413	28.4489	29.1745	29.9187	30.6818	31.4643	32.2669	33.0899	33.9339	34.7994	35.6870	36.5972	37.5306
	Biweekly	2,219.31	2,275.91	2,333.96	2,393.49	2,454.54	2,517.15	2,581.35	2,647.19	2,714.71	2,783.95	2,854.96	2,927.78	3,002.45
	Annual	57,702.00	59,173.75	60,683.03	62,230.81	63,818.07	65,445.82	67,115.08	68,826.92	70,582.41	72,382.69	74,228.88	76,122.16	78,063.74
69	Hourly	28.4351	29.1604	29.9041	30.6669	31.4490	32.2512	33.0738	33.9174	34.7825	35.6696	36.5794	37.5124	38.4692
	Biweekly	2,274.81	2,332.83	2,392.33	2,453.35	2,515.92	2,580.10	2,645.90	2,713.39	2,782.60	2,853.57	2,926.35	3,000.99	3,077.54
	Annual	59,145.00	60,653.55	62,200.58	63,787.07	65,414.02	67,082.47	68,793.48	70,548.13	72,347.53	74,192.82	76,085.18	78,025.81	80,015.94
70	Hourly	29.1462	29.8896	30.6519	31.4337	32.2355	33.0577	33.9008	34.7655	35.6522	36.5616	37.4941	38.4505	39.4312
	Biweekly	2,331.69	2,391.16	2,452.15	2,514.70	2,578.84	2,644.61	2,712.07	2,781.24	2,852.18	2,924.93	2,999.53	3,076.04	3,154.49
	Annual	60,624.00	62,170.28	63,755.99	65,382.15	67,049.79	68,759.96	70,513.75	72,312.28	74,156.67	76,048.11	77,987.80	79,976.95	82,016.84
71	Hourly	29.8745	30.6365	31.4179	32.2193	33.0410	33.8838	34.7480	35.6343	36.5432	37.4753	38.4311	39.4113	40.4166
	Biweekly	2,389.96	2,450.92	2,513.43	2,577.54	2,643.28	2,710.70	2,779.84	2,850.74	2,923.46	2,998.02	3,074.49	3,152.91	3,233.33
	Annual	62,139.00	63,723.92	65,349.26	67,016.06	68,725.37	70,478.28	72,275.90	74,119.37	76,009.86	77,948.56	79,936.72	81,975.58	84,066.45
72	Hourly	30.6216	31.4027	32.2036	33.0250	33.8673	34.7312	35.6170	36.5255	37.4571	38.4125	39.3922	40.3970	41.4273
	Biweekly	2,449.73	2,512.21	2,576.29	2,642.00	2,709.39	2,778.49	2,849.36	2,922.04	2,996.57	3,073.00	3,151.38	3,231.76	3,314.19
	Annual	63,693.00	65,317.55	66,983.54	68,692.03	70,444.08	72,240.83	74,083.41	75,972.98	77,910.74	79,897.94	81,935.81	84,025.67	86,168.83

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
73	Hourly	31.3870	32.1876	33.0086	33.8505	34.7139	35.5993	36.5073	37.4384	38.3933	39.3726	40.3768	41.4067	42.4628
	Biweekly	2,510.96	2,575.01	2,640.68	2,708.04	2,777.11	2,847.94	2,920.58	2,995.07	3,071.47	3,149.81	3,230.15	3,312.53	3,397.02
	Annual	65,285.00	66,950.16	68,657.79	70,408.98	72,204.83	74,046.48	75,935.11	77,871.91	79,858.11	81,894.98	83,983.79	86,125.88	88,322.61
74	Hourly	32.1716	32.9922	33.8337	34.6967	35.5816	36.4892	37.4199	38.3743	39.3531	40.3568	41.3862	42.4418	43.5243
	Biweekly	2,573.73	2,639.38	2,706.70	2,775.73	2,846.53	2,919.13	2,993.59	3,069.94	3,148.25	3,228.55	3,310.89	3,395.34	3,481.94
	Annual	66,917.00	68,623.79	70,374.10	72,169.07	74,009.81	75,897.50	77,833.35	79,818.56	81,854.41	83,942.19	86,083.22	88,278.86	90,530.50
75	Hourly	32.9760	33.8170	34.6796	35.5641	36.4712	37.4015	38.3554	39.3337	40.3370	41.3658	42.4209	43.5029	44.6124
	Biweekly	2,638.08	2,705.36	2,774.37	2,845.13	2,917.70	2,992.12	3,068.43	3,146.70	3,226.96	3,309.26	3,393.67	3,480.23	3,568.99
	Annual	68,590.00	70,339.46	72,133.53	73,973.37	75,860.14	77,795.03	79,779.27	81,814.12	83,900.87	86,040.84	88,235.40	90,485.93	92,793.87
76	Hourly	33.8005	34.6626	35.5467	36.4534	37.3831	38.3366	39.3144	40.3172	41.3455	42.4001	43.4816	44.5906	45.7279
	Biweekly	2,704.04	2,773.01	2,843.74	2,916.27	2,990.65	3,066.93	3,145.16	3,225.38	3,307.64	3,392.01	3,478.52	3,567.25	3,658.23
	Annual	70,305.00	72,098.20	73,937.14	75,822.98	77,756.92	79,740.19	81,774.04	83,859.77	85,998.69	88,192.18	90,441.61	92,748.41	95,114.05
77	Hourly	34.6457	35.5293	36.4356	37.3649	38.3179	39.2952	40.2975	41.3253	42.3794	43.4603	44.5688	45.7056	46.8714
	Biweekly	2,771.65	2,842.35	2,914.84	2,989.19	3,065.43	3,143.62	3,223.80	3,306.03	3,390.35	3,476.83	3,565.50	3,656.45	3,749.71
	Annual	72,063.00	73,901.04	75,785.96	77,718.96	79,701.26	81,734.12	83,818.83	85,956.71	88,149.12	90,397.45	92,703.13	95,067.62	97,492.41
78	Hourly	35.5115	36.4173	37.3462	38.2987	39.2756	40.2773	41.3046	42.3581	43.4385	44.5465	45.6827	46.8479	48.0428
	Biweekly	2,840.92	2,913.38	2,987.69	3,063.90	3,142.04	3,222.19	3,304.37	3,388.65	3,475.08	3,563.72	3,654.61	3,747.83	3,843.42
	Annual	73,864.00	75,747.98	77,680.00	79,661.31	81,693.15	83,776.82	85,913.63	88,104.94	90,352.15	92,656.67	95,019.97	97,443.55	99,928.94
79	Hourly	36.3995	37.3279	38.2800	39.2564	40.2577	41.2845	42.3375	43.4173	44.5247	45.6604	46.8250	48.0193	49.2441
	Biweekly	2,911.96	2,986.23	3,062.40	3,140.51	3,220.61	3,302.76	3,387.00	3,473.39	3,561.98	3,652.83	3,746.00	3,841.54	3,939.53
	Annual	75,711.00	77,642.08	79,622.42	81,653.27	83,735.92	85,871.69	88,061.93	90,308.04	92,611.44	94,973.59	97,395.98	99,880.16	102,427.71
80	Hourly	37.3091	38.2607	39.2366	40.2374	41.2637	42.3162	43.3955	44.5023	45.6374	46.8014	47.9951	49.2193	50.4747
	Biweekly	2,984.73	3,060.86	3,138.93	3,218.99	3,301.09	3,385.29	3,471.64	3,560.19	3,650.99	3,744.11	3,839.61	3,937.54	4,037.98
	Annual	77,603.00	79,582.34	81,612.17	83,693.77	85,828.46	88,017.60	90,262.58	92,564.82	94,925.78	97,346.95	99,829.88	102,376.15	104,987.35
81	Hourly	38.2423	39.2177	40.2180	41.2438	42.2958	43.3746	44.4809	45.6154	46.7789	47.9720	49.1956	50.4504	51.7372
	Biweekly	3,059.38	3,137.42	3,217.44	3,299.50	3,383.66	3,469.97	3,558.47	3,649.23	3,742.31	3,837.76	3,935.65	4,036.03	4,138.97
	Annual	79,544.00	81,572.85	83,653.45	85,787.11	87,975.20	90,219.09	92,520.22	94,880.04	97,300.05	99,781.79	102,326.82	104,936.77	107,613.29
82	Hourly	39.1981	40.1979	41.2231	42.2746	43.3528	44.4586	45.5926	46.7554	47.9480	49.1710	50.4251	51.7112	53.0302
	Biweekly	3,135.85	3,215.83	3,297.85	3,381.97	3,468.23	3,556.69	3,647.40	3,740.44	3,835.84	3,933.68	4,034.01	4,136.90	4,242.42
	Annual	81,532.00	83,611.56	85,744.15	87,931.14	90,173.91	92,473.89	94,832.53	97,251.33	99,731.82	102,275.58	104,884.22	107,559.40	110,302.81
83	Hourly	40.1779	41.2027	42.2536	43.3313	44.4365	45.5699	46.7322	47.9242	49.1465	50.4000	51.6855	53.0038	54.3558
	Biweekly	3,214.23	3,296.21	3,380.29	3,466.50	3,554.92	3,645.59	3,738.58	3,833.93	3,931.72	4,032.00	4,134.84	4,240.31	4,348.46
	Annual	83,570.00	85,701.54	87,887.44	90,129.10	92,427.93	94,785.40	97,202.99	99,682.25	102,224.75	104,832.09	107,505.94	110,247.99	113,059.97
84	Hourly	41.1827	42.2331	43.3103	44.4150	45.5478	46.7096	47.9009	49.1227	50.3756	51.6605	52.9782	54.3294	55.7151
	Biweekly	3,294.62	3,378.65	3,464.82	3,553.20	3,643.83	3,736.76	3,832.07	3,929.82	4,030.05	4,132.84	4,238.25	4,346.35	4,457.21
	Annual	85,660.00	87,844.84	90,085.41	92,383.13	94,739.46	97,155.88	99,633.94	102,175.20	104,781.28	107,453.84	110,194.55	113,005.18	115,887.49

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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	42.2120	43.2887	44.3928	45.5251	46.6862	47.8770	49.0982	50.3505	51.6347	52.9517	54.3023	55.6873	57.1077
	Biweekly	3,376.96	3,463.09	3,551.42	3,642.01	3,734.90	3,830.16	3,927.85	4,028.04	4,130.78	4,236.14	4,344.18	4,454.99	4,568.62
	Annual	87,801.00	90,040.45	92,337.02	94,692.17	97,107.39	99,584.21	102,124.21	104,728.99	107,400.20	110,139.55	112,948.77	115,829.64	118,784.00
86	Hourly	43.2673	44.3709	45.5026	46.6632	47.8534	49.0739	50.3256	51.6092	52.9256	54.2755	55.6598	57.0795	58.5354
	Biweekly	3,461.38	3,549.67	3,640.21	3,733.06	3,828.27	3,925.91	4,026.05	4,128.74	4,234.05	4,342.04	4,452.79	4,566.36	4,682.83
	Annual	89,996.00	92,291.44	94,645.42	97,059.45	99,535.05	102,073.79	104,677.28	107,347.18	110,085.18	112,893.01	115,772.46	118,725.35	121,753.56
87	Hourly	44.3490	45.4802	46.6402	47.8298	49.0498	50.3008	51.5838	52.8995	54.2488	55.6324	57.0514	58.5065	59.9988
	Biweekly	3,547.92	3,638.42	3,731.22	3,826.39	3,923.98	4,024.07	4,126.71	4,231.96	4,339.90	4,450.59	4,564.11	4,680.52	4,799.91
	Annual	92,246.00	94,598.83	97,011.66	99,486.04	102,023.53	104,625.75	107,294.33	110,030.98	112,837.43	115,715.46	118,666.90	121,693.62	124,797.54
88	Hourly	45.4577	46.6171	47.8062	49.0255	50.2759	51.5583	52.8733	54.2219	55.6049	57.0232	58.4776	59.9691	61.4987
	Biweekly	3,636.62	3,729.37	3,824.49	3,922.04	4,022.08	4,124.66	4,229.87	4,337.75	4,448.39	4,561.85	4,678.21	4,797.53	4,919.90
	Annual	94,552.00	96,963.64	99,436.80	101,973.03	104,573.96	107,241.22	109,976.52	112,781.58	115,658.18	118,608.16	121,633.38	124,735.76	127,917.27
89	Hourly	46.5942	47.7827	49.0014	50.2512	51.5329	52.8473	54.1953	55.5776	56.9951	58.4489	59.9397	61.4685	63.0363
	Biweekly	3,727.54	3,822.61	3,920.11	4,020.10	4,122.64	4,227.79	4,335.62	4,446.21	4,559.61	4,675.91	4,795.17	4,917.48	5,042.90
	Annual	96,916.00	99,387.94	101,922.93	104,522.57	107,188.53	109,922.48	112,726.16	115,601.35	118,549.88	121,573.62	124,674.47	127,854.42	131,115.47
90	Hourly	47.7591	48.9773	50.2265	51.5076	52.8213	54.1686	55.5502	56.9671	58.4201	59.9101	61.4382	63.0052	64.6123
	Biweekly	3,820.73	3,918.18	4,018.12	4,120.61	4,225.71	4,333.49	4,444.02	4,557.37	4,673.61	4,792.81	4,915.06	5,040.42	5,168.98
	Annual	99,339.00	101,872.74	104,471.11	107,135.75	109,868.35	112,670.65	115,544.43	118,491.51	121,513.75	124,613.08	127,791.46	131,050.91	134,393.50
91	Hourly	48.9529	50.2015	51.4819	52.7950	54.1416	55.5225	56.9387	58.3910	59.8803	61.4076	62.9739	64.5801	66.2273
	Biweekly	3,916.23	4,016.12	4,118.55	4,223.60	4,331.33	4,441.80	4,555.10	4,671.28	4,790.42	4,912.61	5,037.91	5,166.41	5,298.18
	Annual	101,822.00	104,419.07	107,082.38	109,813.63	112,614.53	115,486.88	118,432.49	121,453.23	124,551.01	127,727.81	130,985.64	134,326.56	137,752.69
92	Hourly	50.1769	51.4567	52.7692	54.1151	55.4954	56.9108	58.3624	59.8510	61.3776	62.9431	64.5485	66.1949	67.8832
	Biweekly	4,014.15	4,116.54	4,221.54	4,329.21	4,439.63	4,552.87	4,668.99	4,788.08	4,910.21	5,035.45	5,163.88	5,295.59	5,430.66
	Annual	104,368.00	107,030.01	109,759.92	112,559.45	115,430.40	118,374.56	121,393.82	124,490.10	127,665.34	130,921.57	134,260.86	137,685.32	141,197.12
93	Hourly	51.4313	52.7431	54.0883	55.4679	56.8827	58.3335	59.8214	61.3472	62.9119	64.5165	66.1621	67.8496	69.5802
	Biweekly	4,114.50	4,219.44	4,327.07	4,437.43	4,550.61	4,666.68	4,785.71	4,907.77	5,032.95	5,161.32	5,292.97	5,427.97	5,566.41
	Annual	106,977.00	109,705.56	112,503.71	115,373.22	118,315.93	121,333.70	124,428.44	127,602.11	130,856.73	134,194.36	137,617.12	141,127.18	144,726.77
94	Hourly	52.7173	54.0619	55.4408	56.8549	58.3050	59.7922	61.3172	62.8812	64.4850	66.1298	67.8165	69.5462	71.3201
	Biweekly	4,217.38	4,324.95	4,435.27	4,548.39	4,664.40	4,783.37	4,905.38	5,030.49	5,158.80	5,290.38	5,425.32	5,563.70	5,705.60
	Annual	109,652.00	112,448.78	115,316.90	118,258.18	121,274.47	124,367.70	127,539.82	130,792.85	134,128.85	137,549.94	141,058.29	144,656.12	148,345.72
95	Hourly	54.0351	55.4133	56.8267	58.2761	59.7625	61.2868	62.8500	64.4530	66.0970	67.7828	69.5117	71.2847	73.1029
	Biweekly	4,322.81	4,433.07	4,546.13	4,662.09	4,781.00	4,902.94	5,028.00	5,156.24	5,287.76	5,422.63	5,560.94	5,702.77	5,848.23
	Annual	112,393.00	115,259.70	118,199.51	121,214.31	124,306.00	127,476.55	130,727.96	134,062.31	137,481.70	140,988.31	144,584.36	148,272.13	152,053.96
96	Hourly	55.3861	56.7987	58.2474	59.7331	61.2567	62.8191	64.4213	66.0645	67.7495	69.4775	71.2496	73.0669	74.9306
	Biweekly	4,430.88	4,543.90	4,659.80	4,778.65	4,900.53	5,025.53	5,153.71	5,285.16	5,419.96	5,558.20	5,699.97	5,845.35	5,994.44
	Annual	115,203.00	118,141.37	121,154.68	124,244.85	127,413.84	130,663.66	133,996.37	137,414.08	140,918.96	144,513.24	148,199.20	151,979.16	155,855.54

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
97	Hourly	56.7707	58.2187	59.7036	61.2264	62.7880	64.3895	66.0318	67.7160	69.4432	71.2144	73.0308	74.8935	76.8038
	Biweekly	4,541.65	4,657.49	4,776.29	4,898.11	5,023.04	5,151.16	5,282.55	5,417.28	5,555.46	5,697.15	5,842.46	5,991.48	6,144.30
	Annual	118,083.00	121,094.82	124,183.47	127,350.89	130,599.11	133,930.17	137,346.19	140,849.34	144,441.84	148,125.98	151,904.08	155,778.54	159,751.83
98	Hourly	58.1899	59.6741	61.1961	62.7570	64.3577	65.9992	67.6826	69.4089	71.1792	72.9947	74.8565	76.7658	78.7238
	Biweekly	4,655.19	4,773.93	4,895.69	5,020.56	5,148.62	5,279.94	5,414.61	5,552.71	5,694.34	5,839.58	5,988.52	6,141.27	6,297.90
	Annual	121,035.00	124,122.12	127,287.98	130,534.58	133,864.00	137,278.33	140,779.76	144,370.48	148,052.80	151,829.03	155,701.58	159,672.91	163,745.53
99	Hourly	59.6447	61.1660	62.7261	64.3260	65.9667	67.6492	69.3747	71.1442	72.9588	74.8197	76.7280	78.6850	80.6920
	Biweekly	4,771.58	4,893.28	5,018.09	5,146.08	5,277.34	5,411.94	5,549.98	5,691.53	5,836.70	5,985.57	6,138.24	6,294.80	6,455.36
	Annual	124,061.00	127,225.30	130,470.31	133,798.08	137,210.74	140,710.44	144,299.40	147,979.90	151,754.27	155,624.92	159,594.28	163,664.90	167,839.33
100	Hourly	61.1356	62.6949	64.2940	65.9339	67.6156	69.3402	71.1088	72.9225	74.7824	76.6898	78.6459	80.6518	82.7089
	Biweekly	4,890.85	5,015.59	5,143.52	5,274.71	5,409.25	5,547.22	5,688.70	5,833.80	5,982.60	6,135.19	6,291.67	6,452.15	6,616.72
	Annual	127,162.00	130,405.39	133,731.51	137,142.47	140,640.43	144,227.60	147,906.27	151,678.77	155,547.49	159,514.88	163,583.47	167,755.83	172,034.61
101	Hourly	62.6639	64.2622	65.9013	67.5822	69.3060	71.0737	72.8865	74.7455	76.6520	78.6071	80.6120	82.6681	84.7766
	Biweekly	5,013.12	5,140.98	5,272.11	5,406.58	5,544.48	5,685.89	5,830.92	5,979.64	6,132.16	6,288.56	6,448.96	6,613.45	6,782.13
	Annual	130,341.00	133,665.48	137,074.75	140,570.98	144,156.38	147,833.23	151,603.87	155,470.68	159,436.11	163,502.69	167,672.99	171,949.66	176,335.40
102	Hourly	64.2308	65.8690	67.5491	69.2720	71.0389	72.8508	74.7089	76.6144	78.5686	80.5725	82.6276	84.7351	86.8964
	Biweekly	5,138.46	5,269.52	5,403.93	5,541.76	5,683.11	5,828.06	5,976.71	6,129.15	6,285.48	6,445.80	6,610.21	6,778.81	6,951.71
	Annual	133,600.00	137,007.60	140,502.12	144,085.76	147,760.82	151,529.60	155,394.52	159,358.01	163,422.60	167,590.85	171,865.42	176,249.02	180,744.43
103	Hourly	65.8365	67.5158	69.2378	71.0038	72.8148	74.6720	76.5766	78.5298	80.5328	82.5868	84.6933	86.8535	89.0688
	Biweekly	5,266.92	5,401.26	5,539.03	5,680.30	5,825.19	5,973.76	6,126.13	6,282.38	6,442.62	6,606.95	6,775.46	6,948.28	7,125.50
	Annual	136,940.00	140,432.79	144,014.67	147,687.91	151,454.84	155,317.84	159,279.38	163,341.96	167,508.16	171,780.62	176,162.06	180,655.25	185,263.04
104	Hourly	67.4822	69.2034	70.9685	72.7786	74.6349	76.5386	78.4908	80.4927	82.5458	84.6512	86.8103	89.0245	91.2952
	Biweekly	5,398.58	5,536.27	5,677.48	5,822.29	5,970.79	6,123.09	6,279.26	6,439.42	6,603.66	6,772.10	6,944.83	7,121.96	7,303.61
	Annual	140,363.00	143,943.10	147,614.51	151,379.57	155,240.65	159,200.22	163,260.78	167,424.91	171,695.25	176,074.51	180,565.47	185,170.97	189,893.94
105	Hourly	69.1692	70.9335	72.7427	74.5981	76.5008	78.4520	80.4530	82.5050	84.6094	86.7674	88.9805	91.2501	93.5775
	Biweekly	5,533.54	5,674.68	5,819.42	5,967.85	6,120.06	6,276.16	6,436.24	6,600.40	6,768.75	6,941.40	7,118.44	7,300.01	7,486.20
	Annual	143,872.00	147,541.60	151,304.80	155,163.98	159,121.59	163,180.14	167,342.22	171,610.45	175,987.54	180,476.28	185,079.51	189,800.15	194,641.19
106	Hourly	70.8986	72.7069	74.5614	76.4631	78.4134	80.4134	82.4644	84.5678	86.7247	88.9367	91.2052	93.5314	95.9171
	Biweekly	5,671.88	5,816.55	5,964.91	6,117.05	6,273.07	6,433.07	6,597.15	6,765.42	6,937.98	7,114.94	7,296.41	7,482.52	7,673.36
	Annual	147,469.00	151,230.34	155,087.63	159,043.29	163,099.85	167,259.87	171,526.00	175,900.95	180,387.48	184,988.44	189,706.75	194,545.41	199,507.49
107	Hourly	72.6712	74.5247	76.4255	78.3748	80.3739	82.4239	84.5262	86.6821	88.8930	91.1603	93.4855	95.8699	98.3152
	Biweekly	5,813.69	5,961.98	6,114.04	6,269.99	6,429.91	6,593.91	6,762.10	6,934.57	7,111.44	7,292.83	7,478.84	7,669.59	7,865.21
	Annual	151,156.00	155,011.38	158,965.11	163,019.67	167,177.65	171,441.68	175,814.47	180,298.80	184,897.50	189,613.49	194,449.78	199,409.41	204,495.55
108	Hourly	74.4880	76.3879	78.3362	80.3343	82.3833	84.4845	86.6394	88.8492	91.1154	93.4394	95.8227	98.2667	100.7731
	Biweekly	5,959.04	6,111.03	6,266.90	6,426.74	6,590.66	6,758.76	6,931.15	7,107.94	7,289.23	7,475.15	7,665.81	7,861.34	8,061.85
	Annual	154,935.00	158,886.77	162,939.34	167,095.27	171,357.20	175,727.84	180,209.95	184,806.39	189,520.06	194,353.96	199,311.15	204,394.78	209,608.07

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	76.3500	78.2974	80.2944	82.3424	84.4427	86.5964	88.8052	91.0702	93.3931	95.7752	98.2180	100.7232	103.2922
	Biweekly	6,108.00	6,263.79	6,423.55	6,587.39	6,755.41	6,927.72	7,104.41	7,285.62	7,471.45	7,662.01	7,857.44	8,057.85	8,263.38
	Annual	158,808.00	162,858.56	167,012.43	171,272.25	175,640.72	180,120.61	184,714.76	189,426.10	194,257.60	199,212.34	204,293.45	209,504.15	214,847.77
110	Hourly	78.2587	80.2547	82.3017	84.4009	86.5536	88.7612	91.0252	93.3469	95.7278	98.1694	100.6733	103.2411	105.8744
	Biweekly	6,260.69	6,420.38	6,584.14	6,752.07	6,924.29	7,100.90	7,282.02	7,467.75	7,658.22	7,853.55	8,053.87	8,259.29	8,469.95
	Annual	162,778.00	166,929.82	171,187.53	175,553.84	180,031.51	184,623.40	189,332.40	194,161.51	199,113.80	204,192.39	209,400.52	214,741.49	220,218.69
111	Hourly	80.2154	82.2614	84.3595	86.5112	88.7177	90.9806	93.3011	95.6809	98.1213	100.6240	103.1905	105.8225	108.5216
	Biweekly	6,417.23	6,580.91	6,748.76	6,920.90	7,097.42	7,278.45	7,464.09	7,654.47	7,849.70	8,049.92	8,255.24	8,465.80	8,681.73
	Annual	166,848.00	171,103.63	175,467.79	179,943.28	184,532.91	189,239.61	194,066.35	199,016.21	204,092.31	209,297.89	214,636.24	220,110.76	225,724.90
112	Hourly	82.2207	84.3178	86.4684	88.6739	90.9356	93.2550	95.6335	98.0728	100.5742	103.1395	105.7701	108.4679	111.2345
	Biweekly	6,577.65	6,745.42	6,917.47	7,093.91	7,274.85	7,460.40	7,650.68	7,845.82	8,045.94	8,251.16	8,461.61	8,677.43	8,898.76
	Annual	171,019.00	175,381.01	179,854.28	184,441.64	189,146.01	193,970.37	198,917.78	203,991.37	209,194.38	214,530.09	220,001.89	225,613.26	231,367.75
113	Hourly	84.2764	86.4260	88.6304	90.8910	93.2093	95.5866	98.0247	100.5249	103.0889	105.7183	108.4147	111.1799	114.0157
	Biweekly	6,742.12	6,914.08	7,090.43	7,271.28	7,456.74	7,646.93	7,841.97	8,041.99	8,247.11	8,457.46	8,673.18	8,894.40	9,121.26
	Annual	175,295.00	179,766.07	184,351.19	189,053.25	193,875.24	198,820.22	203,891.33	209,091.78	214,424.88	219,894.00	225,502.62	231,254.29	237,152.66
114	Hourly	86.3832	88.5865	90.8459	93.1631	95.5393	97.9761	100.4751	103.0378	105.6659	108.3610	111.1249	113.9592	116.8658
	Biweekly	6,910.65	7,086.92	7,267.68	7,453.05	7,643.14	7,838.09	8,038.01	8,243.02	8,453.27	8,668.88	8,889.99	9,116.74	9,349.27
	Annual	179,677.00	184,259.84	188,959.57	193,779.18	198,721.71	203,790.30	208,988.18	214,318.63	219,785.04	225,390.88	231,139.70	237,035.15	243,080.97
115	Hourly	88.5428	90.8012	93.1171	95.4922	97.9278	100.4256	102.9870	105.6138	108.3076	111.0701	113.9030	116.8082	119.7875
	Biweekly	7,083.42	7,264.09	7,449.37	7,639.37	7,834.22	8,034.04	8,238.96	8,449.10	8,664.61	8,885.61	9,112.24	9,344.66	9,583.00
	Annual	184,169.00	188,866.41	193,683.64	198,623.74	203,689.83	208,885.15	214,212.97	219,676.69	225,279.76	231,025.75	236,918.29	242,961.13	249,158.09
116	Hourly	90.7563	93.0711	95.4449	97.8794	100.3759	102.9361	105.5616	108.2540	111.0151	113.8467	116.7505	119.7283	122.7821
	Biweekly	7,260.50	7,445.69	7,635.60	7,830.35	8,030.07	8,234.89	8,444.92	8,660.32	8,881.21	9,107.73	9,340.04	9,578.26	9,822.57
	Annual	188,773.00	193,587.84	198,525.50	203,589.09	208,781.83	214,107.02	219,568.03	225,168.34	230,911.48	236,801.11	242,840.96	249,034.86	255,386.74

ATTACHMENT "C"
CLASS SERIES LIST – UTILITY EMPLOYEES

ELECTRICAL UTILTIY/SKILLED	*TECHNICAL*	*PUBLIC BENEFITS*	*TECHNICAL/SKILLED*
Sr. Electrical Service Planner* Powerline Crew Supervisor * Sr. Electrical Service Planner can bump a Sr. Powerline Crew Supervisor	Substation Test Technician Meter Test Technician	Public Benefits Coordinator	AutoCAD/GIS Technician
Powerline Technician* Electrical Service Planner* *equal salary ranges.	Apprentice Meter Technician	Utility Services Assistant	
Powerline Apprentice			
Electrical Service Worker			
Field Service Representative			

WATER UTILITY/SKILLED	*WASTEWATER UTILITY/SKILLED*	
Assistant Water Superintendent	Wastewater Collections Systems Supervisor	
Water Crew Supervisor	Wastewater Collections Systems Specialist	
Water Crew Lead	Wastewater Collections Systems Technician	
Lead Field Service Representative		
Water Service Worker		
Field Service Representative		

CITY COUNCIL AGENDA
CONSENT CALENDAR

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Rita Chapparosa, Deputy Human Resources Director**

SUBJECT: **Adopt Resolution No. 2015-38, the Memorandum of Understanding between the City of Banning and the San Bernardino Public Employees Association, Teamsters Local 1932**

RECOMMENDATION: Adopt Resolution No. 2015-38 approving the Memorandum of Understanding between the City of Banning and the San Bernardino Public Employees Association, Teamsters Local 1932 representing the mid-management and professional unit, which sets forth the complete negotiated terms and conditions of employment for the represented employees for the period May 26, 2015 through June 30, 2016.

JUSTIFICATION: Section 3505.1 of the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) provides that if a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, 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 previous SBPEA MOU 2013-2014 expired June 30, 2014. The representatives of SBPEA requested to meet and confer regarding a successor MOU, submitting their first proposal on July 14, 2014. The parties have been negotiating ever since despite expiration of the SBPEA MOU 2013-2014.

The City negotiated deal points with SBPEA to include a two percent (2%) lump sum one-time non-recurring payment of annual base pay rate for FY 2014-2015 on the next full pay period following adoption of the SBPEA MOU 2015-2017 by the City Council along with a $600 lump sum cafeteria plan allowance payment for FY 2014-2015. All SBPEA represented Unit

members will then receive a cost of living salary increase of 3% of base pay and an increase in the Cafeteria Plan to $1,200 effective the first full pay after July 1, 2015 for FY 2015-2016.

There were non-monetary changes included in the attached MOU. Notably, these included, but are not limited to, the negotiation of the City's right to implement 5/8, 4/10 and/or 9/80 work week schedules at the City's discretion.

FISCAL DATA: The cost to pay the salaries and benefits for fiscal year 2014-2015 in the General Fund would be $8,836 and $31,268 to the other funds. In 2015-2016, the cost for the General Fund is $19,350 and $72,083 other funds.

RECOMMENDED BY:

Rita Chapparosa
Deputy Human Resources Director

APPROVED BY:

Dean Martin
Interim City Manager

Attachments:

1. Resolution No. 2015-38 – Approval of Memorandum of Understanding between the City of Banning and the San Bernardino Public Employees Association, Teamsters Local 1932

2. Memorandum of Understanding between the City and San Bernardino Public Employees Association, Teamsters Local 1932 (May 26, 2015 – June 30, 2016)

RESOLUTION NO. 2015-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION, TEAMSTERS LOCAL 1932

WHEREAS, the City of Banning has formerly recognized the San Bernardino Public Employees Association ("SBPEA") as the recognized employee organization for the mid-management and the professional unit, which has since affiliated with the International Brotherhood of Teamsters and is now known as SBPEA, Teamsters Local 1932; and

WHEREAS, the prior Memorandum of Understanding (MOU) between the City and SBPEA expired on June 30, 2014; and

WHEREAS, the City and SBPEA, Teamsters Local 1932 have successfully met and conferred to negotiate a successor MOU which shall cover the period of May 26, 2015 through June 30, 2016 pursuant to the Meyers-Milias-Brown Action ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that if a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, 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 , and

WHEREAS, once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

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

SECTION 1:

That the City Council approves the Memorandum of Understanding Between the City and the San Bernardino Public Employees Association, Teamsters Local 1932 for the period of May 26, 2015 through June 30, 2016, a copy of which is attached hereto and by this reference made a part hereof..

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015 at Banning, California.

Deborah Franklin, Mayor
City of Banning, California

ATTEST:

Marie A. Calderon
City Clerk of the City of Banning

APPROVED AS TO FORM AND
LEGAL CONTENT

David Aleshire, 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. 2015-38 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF BANNING

AND

THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION,

TEAMSTERS LOCAL 1932

MAY 26, 2015 – JUNE 30, 2016

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ARTICLE 1 - PREAMBLE

1.1 - Parties. This Memorandum of Understanding (hereinafter "MOU") is entered into between The City of Banning, a municipal corporation (hereinafter "City") and the San Bernardino Public Employees Association, Teamster Local 1932 (hereinafter "Association"), a California nonprofit mutual benefit corporation and the recognized employee organization for the mid-management and professional unit of representation (the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500 - 3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

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

1.3 - MOU Term. Except as otherwise provided herein, this MOU shall be effective as of May 12, 2015 and shall remain in full force and effect until June 30, 2016 or until a successor MOU is adopted or impasse procedures are completed and the City Council approves unilateral implementation of its last, best and final offer, whichever occurs first.

1.4 - Unit Members. This MOU covers employees in the following classifications:

Assistant Civil Engineer
Assistant Planner
Assistant Director Water/Wastewater
Associate Civil Engineer
Associate Electrical Engineer
Associate Planner
City Engineer
Customer Services Manager
Development Service Manager CBO
Electric Operations Manager
Fleet Maintenance Manager
Information Technology Manager
Parks/Streets Maintenance Manager
Planning Engineer
Power Resource and Revenue Administrator
Principal Civil Engineer
Public Works Analyst
Public Works Superintendent
Purchasing Manager
Recreation Manager
Redevelopment Manager
Risk Management Analyst
Senior Planner
Senior Civil Engineer
Transit Manager
Utility Financial Analyst
Water/Wastewater Superintendent

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 - Governing Law. Subject to the terms of this MOU, all City Ordinances, Policies, Resolutions, Rules and Regulations, including the Personnel Rules and Regulations of the City of Banning, the Employer-Employee Relations Resolution; and the Administrative Policies of the City of Banning, or successor rules, shall remain in effect during the course of this MOU.

2.2 - Meet and Confer. The Association and the City agree to meet and confer during the term of this MOU over the adoption or revision of City Ordinances, Resolutions, Policies, Rules, Regulations, Administrative and/or Personnel Policies regarding mandatory subjects of negotiation pursuant to the Meyers-Milias-Brown Act, including but not limited to updating the City's Personnel Rules and the City's Employer-Employee Relations Resolution.

2.3 - Departmental Policies. The Association recognizes the right of the City to adopt new or revised departmental rules and regulations which are not in conflict with this MOU and which are not regarding mandatory subjects of negotiation. In adopting such new or revised departmental rules and regulations, the City shall receive and consider input, if any, submitted by Unit members. The process of making such input shall not delay the timely implementation of such rule. Such input shall generally be solicited as follows:

(a) The City shall provide a draft of the proposed change to the President of the Association or his/her designee. At the time of providing the draft, a time shall be set to meet and confer on the proposed change. Such date shall be no less than twenty-five (25) and no more than thirty-five (35) calendar days following date of presentation of the draft.

(b) Within twenty (20) days following date of presentation, the Association shall provide copies of its comments to the Administrative Services Director/Deputy City Manager or his/her designee in writing. Failure to provide written comments within the twenty (20) day time period shall be deemed to be acceptance of the proposal as presented and termination of the requirement for further meet and confer.

(c) If agreement is not reached on the proposal at the first meeting, a second meeting shall be held within fifteen (15) days thereafter. If an agreement is not reached at the second meeting as to a matter which is not a mandatory subject of meet and confer, the City may proceed with the adoption of the policy without further meetings.

(d) The time limits set forth herein may be modified by the written agreement of the parties.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 - Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical conditions), age, sexual orientation, 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 activities on behalf of the Association.

3.2 - Union Membership. The Association will accept into membership all eligible persons of the bargaining unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical conditions), age, sexual orientation, citizenship status 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 members shall have all rights which may be exercised in accordance with State law, and applicable ordinances, resolutions, rules and regulations. However, Unit members shall not have the right to file a grievance for violation of any such law, ordinance, or resolution, except as specifically set forth herein.

3.4 - Additional Employee Rights. Unit members shall also have:

(a) The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right to refuse to join, or to participate in the activities of employee organizations.

(c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in sections (a) and (b) above.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 - City Rights. The Association 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; take all necessary actions to carry out its mission in emergencies; and, exercise complete control and discretion over its organization and work performance technology.

4.2 - Duty to Bargain Effects. When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

ARTICLE 5 - ASSOCIATION DUES DEDUCTION

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

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

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

5.4 - An employee's authorization for deduction of dues may be canceled at any time by written notice from the employee to the City, with a copy to the Association. An 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 - The aggregate amount of Association dues deductions by the City shall be transmitted monthly to the Association. The City shall provide the Association with a list each month indicating the dues deducted from the pay of any Unit member and those Unit members for whom no deduction was made pursuant to the provisions of Sections 5.2, 5.3 and 5.4.

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

ARTICLE 6 - ASSOCIATION REPRESENTATIVES

Three (3) Unit members selected by the Association 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 adequate notice to their supervisor. 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. Only areas designated by the Human Resource Department may be used for posting notices. Bulletin boards may be used for the following notices:

(a) Scheduled Association meetings, agenda and minutes.

(b) Information on Association elections and election results.

(c) Information regarding Association special, credit association, recreational, and related Bulletins.

(d) Reports of official business of the Association 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 Human Resource Director upon request of the Association.

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 Association. The Association may give notices to Unit members through the use of the City mail system and/or the City computer e-mail system.

ARTICLE 8 - MEMORANDUM OF UNDERSTANDING COPIES

After it has been executed by the parties, the City shall provide the Association with one (1) executed copy and one (1) electronic copy (PDF) of this MOU. Association shall be responsible for providing copies of this MOU to Unit members at Association's expense. City shall also provide a copy of the executed MOU to any Unit member hired or promoted into the Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 9 - MEETINGS

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

9.2 - Use of City Facilities. The Association may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by the Association from the Administrative Services Director/Deputy City Manager or his/her designee. The Association shall be held fully responsible for any damages to and security of any facility that is used by the Association.

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

9.4 - Subcontracting Work. The City shall notify the Association President of its intention to subcontract work performed by employees covered by this MOU no later than the date bids are requested for said contract work. The Association may comment on the proposed subcontracting and may request a meeting under Article 9 to discuss it or if applicable may ask for a meet and confer on the effects.

ARTICLE 10 - HOURS OF WORK

The parties agree that the City has the right to return to its traditional five day work week eight hour work day (5/8) work schedule, maintain its current four day work week ten hour work day (4/10) work schedule, or implement a nine day every two work week eighty work week (9/80) work schedule for some or all Association represented employees as appropriate in the sole discretion of the City as determined by each Department Head and with City Manager approval. The City shall provide at least thirty calendar day notice of a change in work schedules. Association represented employees currently working alternative work schedules at the time of the Association's ratification of the deal points of this MOU who are required to return to working the traditional five day work week eight hour work day (5/8) work schedule shall receive an additional three percent (3%) base salary wage increase for the time period that they are required to work that particular traditional work schedule. The Association reserves the option to waive this thirty day notice period.

ARTICLE 11 - SALARIES, PERFORMANCE EVALUATIONS, RETIREMENT BENEFITS, AND EDUCATION INCENTIVE

11.1 - Salary Survey & Salary classifications.

(a) In the event that the City conducts a salary survey and/or a class and compensation study for Unit members during the term of this MOU, then the City and the Association will meet to determine appropriate agencies to be surveyed and benchmarking standards. The City agrees that the methodology for the salary survey will be used for all Unit classifications and that the City shall report the results of the study to the Association. During the negotiations of a successor MOU, the City and the Association agree to meet to discuss and consider a date for the initiation of a salary survey. Once a date has been established said date will be included in the successor MOU.

(b) The City will obtain the salary ranges from each of the agreed upon entities for the classifications that are comparable with each Association classification. If an entity does not have a comparable classification for a specific Association classification, then the City shall enter a N/A next to that city/county. The City will provide the Association a detailed description of the methodology used to calculate new salary ranges for a proposed change to any Association classification and provide unedited source data for all surveyed cities and counties.

(c) Unit classifications are assigned to salary ranges, as set forth below in accordance with the City's adopted Salary Table. Employees will be able to progress through the salary range as set forth in section 11.2.

Classification	**Salary Range**
Assistant Director Water/Wastewater	85
City Engineer	85
Electric Operations & Maintenance Manager	85
Development Services Manager (Building Official)	84
Utility Financial Analyst	76
Power Resource & Revenue Administrator	85
Redevelopment Manager	85
Senior Civil Engineer	82
Water/Wastewater Superintendent	81
Public Works Superintendent	81
Senior Planner	79
Information Technology Manager	77
Purchasing Manager	77
Planning Engineer	76
Associate Civil Engineer	76

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Classification	Salary Range
Associate Electrical Engineer	76
Fleet Maintenance Manager	75
Transit Manager	73
Customer Services Manager	71
Streets/Parks Maintenance Manager	70
Assistant Civil Engineer	68
Associate Planner	68
Public Works Analyst	68
Risk Management Analyst	64
Assistant Planner	63
Recreation Manager	62
Principal Civil Engineer	N/A

The City and the Association agree to meet and confer regarding the job description and salary range for the classification of Principal Civil Engineer at such time as the City desires to fund a position in that classification. The City reserves the right to fill the position with the current incumbent in the classification of Career Part-Time Associate Civil Engineer, or with any other qualified applicant, whichever best meets its needs at that time.

11.2 - Salaries, Performance Evaluations, Probationary Period & Assignment to Ranges.

Effective the first full pay period following adoption of this MOU by City Council, all Unit members hired on or before July 1, 2014 and still employed by the City shall receive a two percent (2%) lump sum one-time, non-recurring payment of their then current annual base pay rate as shown on the salary schedule provided herewith as Attachment A. Unit members who were hired prior to July 1, 2014, but who were promoted into the Unit after July 1, 2014 will also receive the 2% lump sum payment. For Unit members hired prior to April 1, 2015 and still employed at the time this MOU is adopted by City Council, they shall also receive a six-hundred dollar ($600) lump sum one-time, non-recurring payment as compensation for the City making no adjustments to its contribution to Unit members' cafeteria plans for FY 2014-2015.

Effective the first full pay period after July 1, 2015, all Unit members still employed by the City shall receive a three percent (3%) cost of living salary increase to their annual base pay rate as shown on the salary schedule provided herewith as Attachment B.

Unit members will continue to be evaluated using the new employee performance evaluation form.

(a) No Unit member shall be granted a step increase unless and until such employee has obtained a satisfactory overall evaluation on the City approved employee evaluation form consistent with the applicable administrative policies of the City.

(b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein.

(c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six (6) months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, 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 be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an Association business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.

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

11.3 - Probationary Period. The probationary period for newly hired represented employees will be one (1) year. The probationary period for promotions will remain at six (6) months.

The City agrees that as soon as practicable, job specifications will be reviewed to determine any necessary changes in minimum education requirements.

11.4 - California Public Employees Retirement System ("CalPERS") Formulas.

(a) All Unit members hired prior to December 11, 2012 will remain eligible to receive the CalPERS retirement plan known as "two and one-half at fifty-five" retirement (2.5% @ 55) formula for Miscellaneous Employees.

(b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)

(c) Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)

11.5 - Contributions to CalPERS.

(a) Effective January 1, 2013, all miscellaneous new hires defined by CalPERS as "new members" pay their full employee member contribution rate towards their CalPERS retirement benefit per the Public Employees Pension Reform Act of 2013 (rates vary per retirement formula).

(b) Effective the first full pay period that included January 22, 2013, all Association represented employees began paying their full member contribution rate as well to their respective retirement plan with CalPERS and the City eliminated any and all Employer Paid Member Contributions.

11.6 - FICA. – Unit members shall pay the employee's portion of the Federal Insurance Contributions Act ("FICA") tax and the City shall be responsible for payment of the employer's portion.

11.7 - Disability.

(a) Each Unit member shall pay the cost of membership in the State Disability Insurance or other long term disability insurance selected by the City.

(b) An employee with sick leave accruals available may use their accruals in conjunction with STD/LTD benefits until exhausted. When sick leave is exhausted, an employee may use accumulated vacation leave and may also elect to use compensatory time to extend full pay as long as possible except when exempted by Human Resources Policy and the Family Leave Policy. An employee is prohibited from receiving more than 100% of salary

in combined sick/vacation/comp time and the City mandated STD or LTD benefits.

11.8 - Direct Deposit. All Unit members 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. It shall be the responsibility of the employee to establish and maintain such account. When separation from the City is caused by death, payment of all outstanding compensation, including Salary and all remaining Sick Leave, Vacation, Comp Time or Holiday Time accruals shall be paid into the employee's direct deposit account the same as regular payroll.

11.9 - Residency Credit. All Unit members who reside within City limits shall receive one $150 per month per employee(s) household discount against the cost of electric and water service during the period of such residence.

11.10 - Education Incentive. Unit members whose job specification does not require a bachelor's degree as a minimum requirement shall receive additional compensation of $200.00 per month for a Bachelor's Degree; employees who possess a Bachelor's Degree and a job related certificate shall receive $225.00 per month; employees who possess a Bachelor's Degree and a certification through a professional designation of official competency after taking a test or meeting established criteria by a universally recognized authority or association will receive $250.00 per month; employees who possess a Master's Degree will receive $275.00 per month; those employees who possess a Master's Degree and a certification through a professional designation of official competency after taking a test or meeting criteria established by a universally recognized authority of association shall receive $300.00 per month.

ARTICLE 12 - COMPENSATORY TIME, OVERTIME AND ON-CALL PAY

12.1 - Exempt Employees.

Except as outlined in Article 12.8, the following listed Unit classifications shall not receive overtime pay:

Assistant Director Water/Wastewater
Associate Civil Engineer
Associate Electrical Engineer
City Engineer
Customer Services Manager
Development Services Manager (Building Official)
Electric Operations & Maintenance Manager
Fleet Maintenance Manager
Information Technology Manager
Parks/Streets Maintenance Manager

Planning Engineer
Public Works Analyst
Public Works Superintendent
Power Resource & Revenue Administrator
Principal Civil Engineer
Public Works Superintendent
Purchasing Manager
Recreation Manager
Redevelopment Manager
Risk Management Analyst
Senior Civil Engineer
Senior Planner
Transit Manager
Utility Financial Analyst
Water/Wastewater Superintendent

12.2 - Non-Exempt Employees.

The following Unit members are entitled to receive overtime pay:

Assistant Planner
Associate Planner
Assistant Civil Engineer

12.3 - Compensated time off for Non-Exempt employees listed in Article 12.2:

(a) Non-Exempt Unit members shall be paid for all overtime at the rate of time and one-half (1-1/2) for each hour worked, or they shall accrue compensatory time off hours at the rate of one and one-half hour (1-1/2) for each hour worked up to a maximum of two-hundred forty (240) hours.

(b) Unit members may exercise the option to cash out a maximum of sixty (60) hours of compensatory time off per fiscal year.

12.4 - Hours Worked. For purposes of overtime calculation, "hours worked" for non-exempt Unit members shall include time spent in required court appearances as set forth in Article 14. All other hours paid for but not worked, including, but not limited to vacation, holiday, sick leave, on call time and compensatory time off shall not be counted as hours worked for overtime calculation.

12.5 - Non-Exempt Overtime. All work performed by Unit members listed in Article 12.2 in excess of forty (40) hours per week shall be paid at the rate of one and one half times (1-1/2) the employee's regular hourly base rate of pay, except for employees who choose to be compensated in additional compensatory time as outlined in Article 12.3 All overtime worked shall be authorized by a supervisor in advance of working overtime

hours, if possible. Otherwise, the claim for overtime shall be subject to review by the Human Resource Director.

12.6 - Non-Exempt On-Call Status. Only the employees listed in Article 12.2, the non-FLSA exempt Unit members, shall be entitled to additional compensation for on call status. Unit members required to remain in an on call status shall, at employee's option, receive an additional eight (8) hours of compensatory time or pay at his/her regular rate for each week for such duty plus and additional one (1) hour for any week in which a holiday occurs. Unit members shall be entitled to receive the pro rata equivalent for any partial week.

(a) When required to respond, Unit members shall receive, at employee's option, a minimum of two (2) hours of compensatory time or pay at his/her regular rate for any time worked during the first one (1) hour and compensatory time or pay at time and one-half (1-1/2) for each hour worked thereafter.

(b) For purposes of this Article, Unit members shall be deemed to be in on call status only when all of the following conditions are met:

(1) The appropriate Director has placed the employee in on call status by a notice in writing;

(2) The employee is required to respond to the City Yard or other designated location within a specified time not to exceed thirty (30) minutes; and,

(3) While on call the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to an emergency call and immediately commence the required job performance.

12.7 - CTO Cash-Out. In the event a Unit member terminates his or her employment, the City shall "cash out" the employee's accrued compensatory time. The employee shall be compensated for all such compensatory time at his/her then current, straight time rate of pay.

12.8 - Contract Overtime For Non-Exempt Employees. In assessing costs against such other agency for work performed by Unit members, the City shall assess compensation for such employee at the rate of one and one-half (1-1/2) times the regular rate of compensation. Represented employees shall receive in compensation the greater of that received from the third party agency for the employee's services or such compensation as he/she shall be otherwise entitled to under law and this MOU.

12.9 - Personal Leave. Unit members shall receive paid personal leave time accrued at a rate of 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 one hundred ninety-two (192) hours, at which time accrual shall cease until the unused balance of accrued time drops below the cap.

(a) In the event a Unit member terminates his or her employment with the City, the employee shall be compensated for all accrued personal leave at his or her then current rate of pay.

(b) Unit members may exercise the option to cash out a maximum of sixty (60) personal leave hours per fiscal year from their active or unique personal leave bank.

ARTICLE 13 - ACTING PAY AND PROMOTION PAY

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

13.3 - Temporary assignments to perform work out of a Unit member'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 Association in writing.

ARTICLE 14 - PAY FOR JURY DUTY & COURT APPEARANCES

Any Unit member who shall be summoned for attendance to any court for jury duty during his/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/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/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/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, but he/she may, however, use vacation leave, holiday leave, personal leave or compensatory leave for such absence.

ARTICLE 15 - SAFETY, EQUIPMENT, AND TRAINING

15.1 - The City will provide Unit members safety equipment in accordance with California State Law. Effective the first full pay period in January, 2013, and annually thereafter, the City shall provide a yearly boot/safety shoe allowance of two-hundred fifty dollars ($250) to each employee who is required, by nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the department head. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

15.2 - The City shall reimburse Unit members the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the appropriate supervisor 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 two-hundred dollars ($200) per pair per year. Replacement for watches is limited to one-hundred dollars ($100) per year. Replacement of items will be secondary to any applicable insurance.

15.3 - A Joint Safety and Training Committee shall be continued.

(a) Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and the Association. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The Association and City may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes.

(b) Reporting. Minutes of all Committee meetings shall be posted on Association bulletin boards, with copies to the Human Resource Department and to the President of the Association, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committees or by the Committees to City Management will be responded to within a reasonable time and the answers posted on Association bulletin boards.

(c) Findings. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 16 - MILEAGE, MEALS AND OTHER REIMBURSEMENTS

16.1 - Effective July 1, 2008, the following listed Unit member classifications were provided with a two-hundred fifty dollar ($250) per month vehicle allowance under this section. The City also provides employees with mileage reimbursements as provided in the Administrative Policy E-1 dated September 1, 2001, except that AP E-1 item C.4 was amended as follows: mileage for trips exceeding forty (40) miles round trip shall be reimbursable at the current IRS rate for total trip mileage that exceeds forty (40) miles, an employee may only request reimbursement for expenses equal to or greater than twenty dollars ($20) and an employee must keep record of the mileage or aggregate from multiple trips to establish the twenty dollar ($20) minimum.

Associate Civil Engineer
Associate Electrical Engineer
Associate Planner
Assistant Civil Engineer
Assistant Planner
Customer Services Manager
Information Technology Manager
Planning Engineer
Power Resource & Revenue Administrator
Principal Civil Engineer
Purchasing Manager
Recreation Manager
Redevelopment Manager
Risk Management Analyst
Senior Planner
Senior Civil Engineer
Utility Financial Analyst

16.2 - The following listed Unit member classifications shall be provided with a City Vehicle for performing City business and travel to and from work:

Assistant Director Water/Wastewater
City Engineer
Development Services Manager (CBO)
Fleet Maintenance Manager
Public Works Superintendent
Streets/Parks Maintenance Manager
Electric Operations & Maintenance Manager
Public Utilities Superintendent

In the event the City vehicle is unavailable, then the employee shall receive a vehicle allowance or mileage, consistent with City policy. The City is currently working on a

new and updated Vehicle Policy and the parties agree to meet and confer on such policy even to the extent that it changes the benefits provided in this Article.

16.3 - All Unit members receiving such vehicle allowance shall name the City as an additional named insured on any policy of insurance providing coverage for the vehicle used by the employee for the purposes set forth herein. Proof of current insurance shall be available upon request.

16.4 - Unit members assigned a take home vehicle shall be reimbursed for use of their own vehicle for authorized City business at the rate set by the Internal Revenue Service.

16.5 - Unit members shall be reimbursed for meals as per the Administrative Policies of the City and in compliance with IRS rules, whichever is more current.

16.6 - The City shall bear the full cost of any fidelity or other bonds required of Unit members under any law or ordinance.

ARTICLE 17 - TUITION, AND PROFESSIONAL TRAINING AND TRAVEL

17.1 - Qualifications. Tuition reimbursement is limited to three-thousand five-hundred dollars ($3,500) per year and will be reimbursed to all permanent employee Unit members for professional and technical courses approved by the Human Resource Department 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 the last evaluation report.

(c) The employee has furnished evidence that the course has been completed with at least a 'C' grade or "pass".

17.2 - Reimbursement.

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

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

17.3 - Training. - The City hereby agrees to pay, as outlined in Article 16, the travel and subsistence expenses of Unit members for professional and official travel, meetings, and occasions required to continue the professional development of Unit members and to adequately pursue necessary official and other functions of the City, including but not limited to annual state conference of the California League of Cities, and such other national, regional, state and local governmental groups provided it is budgeted in the annual operations budget. Time spent in City required and approved training or conferences, including travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements. Reimbursement for meals, lodging or travel are subject to IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

17.4 - Tools. - The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment that serve the professional development of any Unit members over the term of this MOU. Such tools and equipment shall be approved in advance by the Human Resource Department. Repayment to the City by the Unit member shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years.

ARTICLE 18 - SICK LEAVE

18.1 - Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Effective 1st full pay period in July 2013, excess hours above two-hundred twenty-four (224) will be moved to an "old sick" leave account. During fiscal year 2014 and thereafter, any hours that exceed regular cap of four-hundred (400) hours will not be accrued. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

18.2 - Use of Sick Leave. Sick leave shall be granted only where consistent with the City's Sick Leave policy (currently AP-01), except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02).

18.3 - Sick Leave Buy Out. All sick leave shall hereafter accrue in a "Bank". Any Unit member may cash in 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 the "Bank" below forty (40) hours. This request must be made no later than Nov. 1st of each year and the payment shall be made in the last check issued in November of each year.

(a) Sick Leave Upon Separation. Upon separation, service retirement, disability retirement, or termination, a Unit member shall be eligible to receive a cash payment for accrued sick leave in the "Banks" in an amount equivalent to straight time, to a maximum of ninety-six (96) hours. After ten (10) years of continuous City service, all hours accrued in the "Bank," less the total hours cashed out in 18.3, shall be eligible for conversion to cash in an amount equivalent to thirty percent (30%) of such

unused sick leave. Such reimbursement to be computed based upon the employees' final compensation rate. (See AP-01.)

(b) Sick Leave Conversion. Beginning with the eleventh (11) year of City service, Unit members may convert the value of the total amount of their sick leave bank minus forty (40) hours to either Deferred Compensation or the Retiree Health Savings.

18.4 - Bereavement. All Unit members covered by this MOU 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 thirty (30) hours of bereavement leave for each death of a family member. In the event of the death of a spouse or multiple family deaths occurring within a twenty-four (24) hour period, the employee shall be allowed forty (40) hours of bereavement leave.

18.5 - Bereavement – Use of Leave Balances. In addition to the foregoing bereavement leave, the Unit member may also utilize up to twenty (20) 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 or multiple family deaths. If the employee has insufficient accumulated sick leave to exercise this option, then the employee may utilize accrued vacation, or compensated time off for the additional bereavement leave.

ARTICLE 19 - VACATION AND HOLIDAY LEAVE

19.1 - Vacation Leave Accruals. Unit member vacation leave shall accrue 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 (5^{th}) year through the ninth (9^{th}) year:
fifteen (15) eight (8) hour days per year = four and sixty-two hundredth (4.62) hours per pay period

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

19.2 - Maximum Vacation Leave Accrual. Vacation leave may be accrued to a maximum of three-hundred twenty (320) hours. 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 lost as a result of this Article.

19.3 - Vacation Leave Approval Required. Vacation leave may be taken with approval of the employee's supervisor, and as otherwise consistent with the policies of the City. Vacation leave may be taken at any time after six (6) months of City employment. Vacation leave taken shall not be in excess of that actually accrued at the time such vacation leave is taken. Vacation leave must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the employee's supervisor.

19.4 - Vacation Leave Payment upon Termination. Any Unit member who has been in continuous full-time service of the City for a period of six (6) months or more, who is about to terminate his or her employment, and has earned vacation leave to his/her credit, shall be paid for such vacation leave within one payroll period of the effective date of such termination.

19.5 - Vacation Payment In-Lieu. Unit members with greater than two-hundred fifty (250) hours of accrued vacation time may request a one-time cash out of fifty percent (50%) of the total available hours to be paid at their current pay rate. 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.

19.6 - Holiday Leave Accrual. The following holidays shall be granted to employees: 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, and Christmas.

(a) One (1) ten (10) hour floating holiday will be credited to Employee's Holiday Leave bank July 1st each year. Accrued floating holiday hours may be taken in one hour increments. Leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30.

(b) Effective July 1st 2013, all of a Unit member's existing holiday leave hours were moved to a new unique leave account bank. The cash value of any holiday leave hours in the unique leave account bank shall be equal to and, upon cash-out, remain at the employee's then current pay rate. Upon termination, for any reason, the employee shall be entitled to one-hundred percent (100%) of the unused holiday leave on the books then existing, including in the unique leave bank account.

19.7 - Holiday Leave Approval Required. Holiday leave (section 19.6 (a) and (b)) 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 Unit member's supervisor.

19.8 - Holiday Leave Payment Upon Termination. Any Unit member, 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.

19.9 - Additional Holidays. If, during the term of this MOU, the City Council recognizes an additional Holiday for City employees, Unit members will be granted the holiday.

19.10 - Promotional Pay Out of Leave. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash-out at the Unit member's current pay rate, all vacation, holiday and comp time leave banks in excess of three hundred (300) hours collectively. Employee will identify which leave balances will remain.

ARTICLE 20 - CAFETERIA PLAN

20.1 - City Contributions to Cafeteria Plan. The City shall contribute one-thousand dollars ($1000) per month to each Unit member for the cafeteria benefits plan detailed in this section. Effective the beginning the first pay period of July 2015, the City shall increase its contribution to one-thousand two hundred dollars ($1200) per month to each Unit member for the cafeteria benefits plan detailed in this section.

(a) 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 Resource Department.

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

1. Health insurance for employee's spouse and/or dependents;
2. Dental Insurance for employee, spouse and/or dependents;
3. Eye care plan for employee, spouse and/or dependents;
4. Voluntary life insurance on employee's life;
5. Deferred compensation programs;
6. Eye care plan for employee, spouse and/or dependents; and
7. Supplemental insurance options.

(c) Unit members may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income.

(d) The City will pay for life insurance in the amount of one-hundred fifty thousand dollars ($150,000) and the Unit member will pay the taxes on the portion of the premium attributable to coverage above fifty thousand dollars ($50,000).

20.2 - IRS 125 Flexible Spending Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section 125 program which will allow Unit members 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 disability insurance premiums.

20.3 - Eye Wear Reimbursement. The City will reimburse Unit members and/or their dependents a maximum of two-hundred fifty dollars ($250) per Unit member and/or Dependent for eyewear every two (2) years from the date of last reimbursement.

ARTICLE 21 - LAYOFFS AND RE-EMPLOYMENT

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

21.2 - Reasons For Layoff. The City 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 an acceptable level of service. Lack of funds means that the City cannot sustain operations at the current level of employment within the funding available.

21.3 - Notice Of Layoff. 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 members in writing at least sixty (60) calendar days prior to the employee's last day of work. The City reserves the right to pay the employee for such sixty (60) 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 Association representative. Any notice of layoff shall specify the reason for the layoff and effective date. The form, procedure and timing of such notice shall be subject to the established Grievance Procedure, provided however, that the City's decision to layoff is not subject to the Grievance Procedure. The date of layoff shall not be delayed by the pendency of a grievance.

21.4 - Order Of Layoff. Any layoff shall be effective within classes determined by the City. The order of layoff shall be based on the City Manager's evaluation of critical position function and seniority measured as the length of uninterrupted service within the class as measured to the date of the layoff notice.

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

21.6 - Re-Employment Rights.

(a) Any Unit member who has been given a written notice of layoff may compete for any open position for which he or she is qualified. The City will make reasonable efforts to notify the affected employee of any position that is open or any future position that is opening for the Unit member's consideration. The Human Resource Department shall receive and date the resume/application and set up testing for the Unit member who is qualified for that position. The Unit member shall compete with any other laid off employee who also qualifies for that position. A Unit member that has been laid off and is qualified shall compete for the position that has opened or that is opening prior to it being open to present employees or to the public.

(b) Unit members who have been laid off or reduced in classification under the provisions of this Article shall be placed upon reemployment lists for a period of two (2) years, or until they are re-employed with the City, whichever occurs first. For purposes of this section, "reemployment" means any full-time employment with the City. Employees on a reemployment list shall have hiring preference for vacancies in their original classifications in order of their respective seniorities within those classifications, with the most senior employees having first preference. Employees on such reemployment lists shall also have preference over new hires in applying for vacancies in bargaining unit classifications other than those from which they were laid off, and according to the City's usual and customary hiring practices.

(c) This Article shall be implemented consistent with the provisions of Administrative Policy AP-10.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 - FLSA Applicability. As to all Unit members, no discipline may be imposed except as consistent with FLSA rules for the applicable class of exempt employee.

22.2 - Grievable Matters. Any permanent employee in the Unit who has a grievance based upon his/her demotion, dismissal, reduction in pay, improper treatment, violation of the personnel ordinance or salary resolution, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this Article. This right shall not extend to complaints concerning Performance Evaluation forms.

22.3 - Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the Unit member and, if he/she desires, his/her representative, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

22.4 - Step One. If the grievance is not adjusted to the satisfaction of the Unit member under the procedures set forth in Sections 23.3 above, the employee or his/her representative may submit the grievance, in writing, to their department head, within fourteen (14) calendar days after the completion of the last step under paragraph 23.3 above. The department head and a representative of the Human Resources department shall meet with the employee and his/her representative if applicable, within fourteen (14) calendar days of receipt of such written grievance, and the department head shall deliver a decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

22.5 - Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedure set forth in Section 23.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 23.4 above of his/her intent to submit the matter to advisory arbitration. The procedures set forth below shall be followed.

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

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and the Association shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, the Association and the City shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. The Association 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 cost of the arbitrator shall be split equally by the City and the Association.

(e) All arbitration proceedings shall be recorded. The arbitrator shall be required to provide both parties with a decision and with written findings of fact in support of the decision. The arbitrator's decision shall be consistent with and supported by the substantive law.

22.6 - Step Three. Within seven (7) calendar days after the Association and City receive the advisory arbitrator's recommendation, either party may submit written argument 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 Association and the department head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be final and binding.

22.7 - Time Extensions. The above time limits may be changed by mutual agreement.

ARTICLE 23 - SAVINGS CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in full 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 24 - COMPLETE AGREEMENT

Anything contained herein to the contrary notwithstanding, during the meeting and conferring resulting in this MOU, the City and the Association each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer. Except as specifically set forth elsewhere in this MOU, the City expressly waives its right to require the Association meet and confer, and the Association expressly waives its right to require the City to meet and confer, over all matters as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer, whether or not: (a) such matters are specifically referred to in this MOU; (b) such matters were discussed between the City and the Association during the negotiations which resulted in this MOU; (c) such matters were within the contemplation of or knowledge of the City or the Association at the time this MOU was negotiated and executed. This MOU contains the entire understanding, undertaking, and agreement of the City and the Association, after exercise of the right and opportunity referred to in the first sentence of this Article, and

finally determines all matters of meeting and conferring for its term. Changes in this MOU, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the City and the Association.

ARTICLE 25 - RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and the Association regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Association 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 this MOU as 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 6th DAY OF May, 2015.

For the City of Banning

Dean Martin,
Interim City Manager

Colin Tanner,
Lead Negotiator

Rita Chapparosa,
Deputy Human Resources Director

For the Association

Michael Moore
Labor Relations Representative

Jim Steffens
President

Brandon Robinson
Vice President

Art Vela
Representative

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
01	Hourly	5.1500	5.2814	5.4161	5.5542	5.6959	5.8411	5.9901	6.1429	6.2996	6.4603	6.6251	6.7940	6.9673
	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	5.2784	5.4130	5.5511	5.6926	5.8378	5.9867	6.1394	6.2960	6.4566	6.6213	6.7902	6.9634	7.1410
	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	5.4106	5.5486	5.6901	5.8352	5.9841	6.1367	6.2932	6.4537	6.6183	6.7871	6.9603	7.1378	7.3198
	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	5.5457	5.6871	5.8322	5.9809	6.1335	6.2899	6.4504	6.6149	6.7836	6.9566	7.1341	7.3160	7.5026
	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	12,757.64	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	5.6846	5.8296	5.9783	6.1308	6.2872	6.4475	6.6120	6.7806	6.9536	7.1309	7.3128	7.4993	7.6906
	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	5.8264	5.9751	6.1275	6.2837	6.4440	6.6084	6.7769	6.9498	7.1270	7.3088	7.4952	7.6864	7.8825
	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	12,119.00	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	5.9721	6.1244	6.2807	6.4408	6.6051	6.7736	6.9464	7.1235	7.3052	7.4916	7.6826	7.8786	8.0795
	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	6.1216	6.2778	6.4379	6.6021	6.7705	6.9432	7.1203	7.3019	7.4881	7.6791	7.8750	8.0758	8.2818
	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	6.2745	6.4346	6.5987	6.7670	6.9396	7.1166	7.2981	7.4842	7.6751	7.8709	8.0717	8.2775	8.4887
	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	6.4313	6.5953	6.7635	6.9360	7.1129	7.2943	7.4804	7.6712	7.8669	8.0675	8.2733	8.4843	8.7007
	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	6.5923	6.7605	6.9329	7.1097	7.2911	7.4770	7.6677	7.8633	8.0639	8.2695	8.4805	8.6968	8.9186
	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	15,165.39	15,552.20	15,948.87	16,355.67	16,772.83	17,200.64	17,639.36	18,089.27	18,550.66
12	Hourly	6.7572	6.9296	7.1063	7.2876	7.4734	7.6641	7.8595	8.0600	8.2656	8.4764	8.6926	8.9143	9.1417
	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

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
13	Hourly	6.9260	7.1026	7.2838	7.4696	7.6601	7.8555	8.0558	8.2613	8.4720	8.6881	8.9097	9.1369	9.3700
	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	749.60
	Annual	14,406.00	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	19,489.55
14	Hourly	7.0990	7.2801	7.4658	7.6562	7.8515	8.0518	8.2571	8.4677	8.6837	8.9052	9.1323	9.3653	9.6041
	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	768.33
	Annual	14,766.00	15,142.62	15,528.85	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	19,976.59
15	Hourly	7.2764	7.4620	7.6524	7.8475	8.0477	8.2530	8.4635	8.6793	8.9007	9.1277	9.3605	9.5993	9.8441
	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	787.53
	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	20,475.80
16	Hourly	7.4587	7.6489	7.8440	8.0441	8.2492	8.4596	8.6754	8.8967	9.1236	9.3563	9.5949	9.8397	10.0906
	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	807.25
	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	20,988.54
17	Hourly	7.6452	7.8402	8.0402	8.2452	8.4555	8.6712	8.8924	9.1192	9.3518	9.5903	9.8349	10.0858	10.3430
	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	827.44
	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	19,451.69	19,947.83	20,456.62	20,978.38	21,513.46
18	Hourly	7.8361	8.0359	8.2409	8.4511	8.6666	8.8877	9.1144	9.3468	9.5852	9.8297	10.0804	10.3376	10.6012
	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	848.10
	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	22,050.55
19	Hourly	8.0322	8.2371	8.4472	8.6626	8.8836	9.1102	9.3425	9.5808	9.8252	10.0758	10.3328	10.5963	10.8666
	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	869.33
	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	22,602.52
20	Hourly	8.2327	8.4427	8.6580	8.8788	9.1053	9.3375	9.5757	9.8200	10.0704	10.3273	10.5907	10.8608	11.1378
	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	891.03
	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	23,166.67
21	Hourly	8.4385	8.6537	8.8744	9.1008	9.3329	9.5709	9.8150	10.0654	10.3221	10.5854	10.8554	11.1323	11.4162
	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	913.30
	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	23,745.71
22	Hourly	8.6495	8.8701	9.0964	9.3284	9.5663	9.8103	10.0605	10.3171	10.5803	10.8502	11.1269	11.4107	11.7017
	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	936.14
	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	24,339.62
23	Hourly	8.8659	9.0920	9.3239	9.5617	9.8056	10.0557	10.3122	10.5752	10.8449	11.1215	11.4052	11.6961	11.9944
	Biweekly	709.27	727.36	745.91	764.94	784.45	804.46	824.97	846.02	867.59	889.72	912.42	935.69	959.55
	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	24,948.41
24	Hourly	9.0875	9.3193	9.5570	9.8007	10.0507	10.3071	10.5700	10.8396	11.1160	11.3996	11.6903	11.9885	12.2943
	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	983.54
	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	25,572.09

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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	9.3149	9.5525	9.7961	10.0460	10.3022	10.5650	10.8345	11.1108	11.3942	11.6848	11.9829	12.2885	12.6019
	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	9.5476	9.7911	10.0408	10.2970	10.5596	10.8289	11.1051	11.3884	11.6788	11.9767	12.2822	12.5955	12.9167
	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	9.7861	10.0357	10.2916	10.5541	10.8233	11.0994	11.3825	11.6728	11.9705	12.2759	12.5890	12.9101	13.2393
	Biweekly	782.88	802.85	823.33	844.33	865.87	887.95	910.60	933.82	957.64	982.07	1,007.12	1,032.80	1,059.15
	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	10.0308	10.2866	10.5490	10.8180	11.0940	11.3769	11.6671	11.9647	12.2699	12.5828	12.9038	13.2329	13.5704
	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	10.2817	10.5440	10.8129	11.0887	11.3715	11.6616	11.9590	12.2640	12.5768	12.8976	13.2266	13.5640	13.9099
	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	21,386.00	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	10.5389	10.8077	11.0834	11.3661	11.6560	11.9533	12.2582	12.5708	12.8915	13.2203	13.5575	13.9033	14.2579
	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	10.8024	11.0779	11.3605	11.6502	11.9474	12.2521	12.5646	12.8851	13.2137	13.5508	13.8964	14.2508	14.6143
	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	11.0721	11.3545	11.6441	11.9411	12.2457	12.5580	12.8783	13.2068	13.5437	13.8891	14.2434	14.6067	14.9792
	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	1,198.34
	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	11.3490	11.6385	11.9354	12.2398	12.5520	12.8721	13.2004	13.5371	13.8824	14.2365	14.5996	14.9720	15.3539
	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	24,208.09	24,825.55	25,458.75	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	11.6327	11.9294	12.2337	12.5457	12.8657	13.1938	13.5304	13.8755	14.2294	14.5923	14.9645	15.3462	15.7376
	Biweekly	930.62	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	26,760.63	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	11.9236	12.2277	12.5396	12.8594	13.1874	13.5237	13.8687	14.2224	14.5852	14.9572	15.3387	15.7299	16.1311
	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	28,846.85	29,582.62	30,337.15	31,110.93	31,904.45	32,718.20	33,552.71
36	Hourly	12.2216	12.5334	12.8530	13.1809	13.5171	13.8618	14.2154	14.5780	14.9498	15.3311	15.7221	16.1231	16.5344
	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

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
37	Hourly	12.5274	12.8469	13.1746	13.5106	13.8552	14.2086	14.5710	14.9427	15.3238	15.7147	16.1155	16.5265	16.9480
	Biweekly	1,002.19	1,027.75	1,053.97	1,080.85	1,108.42	1,136.69	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	12.8404	13.1679	13.5038	13.8482	14.2014	14.5636	14.9351	15.3160	15.7067	16.1073	16.5181	16.9394	17.3715
	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	13.1615	13.4972	13.8415	14.1945	14.5566	14.9279	15.3086	15.6991	16.0995	16.5101	16.9312	17.3631	17.8059
	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	13.4904	13.8345	14.1873	14.5492	14.9203	15.3008	15.6911	16.0913	16.5017	16.9226	17.3543	17.7969	18.2508
	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	29,509.65	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	13.8279	14.1806	14.5423	14.9132	15.2936	15.6836	16.0837	16.4939	16.9146	17.3460	17.7884	18.2421	18.7074
	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	14.1736	14.5351	14.9058	15.2860	15.6759	16.0757	16.4857	16.9062	17.3374	17.7796	18.2331	18.6982	19.1751
	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	39,884.18
43	Hourly	14.5279	14.8984	15.2784	15.6681	16.0678	16.4776	16.8979	17.3289	17.7708	18.2241	18.6889	19.1656	19.6544
	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	14.8909	15.2707	15.6602	16.0596	16.4692	16.8893	17.3201	17.7618	18.2148	18.6794	19.1559	19.6445	20.1455
	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	1,611.64
	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	15.2630	15.6523	16.0515	16.4609	16.8808	17.3113	17.7529	18.2057	18.6700	19.1462	19.6346	20.1354	20.6489
	Biweekly	1,221.04	1,252.18	1,284.12	1,316.87	1,350.46	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	15.6447	16.0437	16.4530	16.8726	17.3030	17.7443	18.1969	18.6610	19.1370	19.6251	20.1256	20.6390	21.1654
	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	40,820.16	41,861.32	42,929.04	44,023.99
47	Hourly	16.0361	16.4451	16.8645	17.2947	17.7358	18.1882	18.6521	19.1278	19.6157	20.1160	20.6291	21.1552	21.6948
	Biweekly	1,282.88	1,315.61	1,349.16	1,383.57	1,418.86	1,455.05	1,492.16	1,530.22	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	38,796.29	39,785.83	40,800.60	41,841.26	42,908.47	44,002.89	45,125.23
48	Hourly	16.4370	16.8563	17.2862	17.7271	18.1792	18.6429	19.1184	19.6061	20.1061	20.6190	21.1449	21.6842	22.2373
	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

Attachment "A"

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	16.8476	17.2773	17.7180	18.1699	18.6333	19.1086	19.5960	20.0958	20.6084	21.1340	21.6730	22.2258	22.7927
	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	17.2688	17.7092	18.1609	18.6241	19.0991	19.5863	20.0858	20.5982	21.1235	21.6623	22.2148	22.7814	23.3625
	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	42,844.16	43,936.95	45,057.60	46,206.84	47,385.39	48,594.01
51	Hourly	17.7005	18.1519	18.6149	19.0897	19.5766	20.0759	20.5880	21.1131	21.6516	22.2039	22.7702	23.3510	23.9466
	Biweekly	1,416.04	1,452.16	1,489.19	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	37,756.05	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	18.1433	18.6060	19.0806	19.5673	20.0663	20.5782	21.1030	21.6413	22.1933	22.7593	23.3398	23.9351	24.5456
	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	18.5966	19.0710	19.5574	20.0562	20.5678	21.0924	21.6304	22.1821	22.7478	23.3280	23.9230	24.5332	25.1590
	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	19.0615	19.5477	20.0463	20.5576	21.0819	21.6197	22.1711	22.7366	23.3165	23.9112	24.5211	25.1465	25.7879
	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	19.5380	20.0363	20.5474	21.0714	21.6089	22.1600	22.7253	23.3049	23.8993	24.5089	25.1340	25.7751	26.4325
	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	20.0264	20.5372	21.0611	21.5982	22.1491	22.7141	23.2934	23.8875	24.4968	25.1216	25.7624	26.4195	27.0933
	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	20.5274	21.0510	21.5879	22.1385	22.7032	23.2823	23.8761	24.4851	25.1096	25.7500	26.4068	27.0804	27.7711
	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	21.0404	21.5770	22.1274	22.6918	23.2705	23.8641	24.4728	25.0970	25.7371	26.3935	27.0667	27.7571	28.4651
	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	21.5663	22.1164	22.6805	23.2590	23.8523	24.4606	25.0845	25.7243	26.3805	27.0533	27.7433	28.4510	29.1766
	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	22.1058	22.6696	23.2478	23.8408	24.4489	25.0724	25.7119	26.3677	27.0403	27.7300	28.4373	29.1626	29.9064
	Biweekly	1,768.46	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

Attachment "A"

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	22.6582	23.2361	23.8288	24.4365	25.0598	25.6990	26.3545	27.0267	27.7160	28.4229	29.1479	29.8913	30.6537
	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	59,119.68	60,627.59	62,173.95	63,759.76
62	Hourly	23.2245	23.8169	24.4244	25.0473	25.6862	26.3413	27.0132	27.7022	28.4088	29.1334	29.8764	30.6385	31.4199
	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	23.8053	24.4125	25.0351	25.6737	26.3285	27.0000	27.6887	28.3949	29.1192	29.8619	30.6235	31.4046	32.2056
	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	2,329.53	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	24.4005	25.0228	25.6611	26.3156	26.9868	27.6751	28.3810	29.1049	29.8472	30.6085	31.3892	32.1898	33.0109
	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	25.0106	25.6485	26.3027	26.9736	27.6616	28.3671	29.0906	29.8326	30.5935	31.3738	32.1741	32.9947	33.8362
	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	25.6356	26.2894	26.9600	27.6476	28.3528	29.0760	29.8176	30.5781	31.3580	32.1578	32.9781	33.8192	34.6818
	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	26.2764	26.9466	27.6340	28.3388	29.0616	29.8028	30.5630	31.3425	32.1419	32.9618	33.8025	34.6647	35.5488
	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	26.9337	27.6206	28.3251	29.0476	29.7885	30.5482	31.3274	32.1264	32.9459	33.7862	34.6479	35.5317	36.4379
	Biweekly	2,154.69	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	56,022.00	57,450.90	58,916.24	60,418.96	61,960.00	63,540.36	65,161.02	66,823.01	68,527.40	70,275.26	72,067.70	73,905.86	75,790.90
69	Hourly	27.6067	28.3109	29.0330	29.7735	30.5329	31.3117	32.1103	32.9293	33.7692	34.6305	35.5138	36.4196	37.3485
	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	28.2971	29.0189	29.7590	30.5181	31.2964	32.0947	32.9133	33.7528	34.6137	35.4965	36.4019	37.3304	38.2825
	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	29.0043	29.7441	30.5028	31.2808	32.0786	32.8968	33.7359	34.5963	35.4788	36.3837	37.3117	38.2634	39.2393
	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	29.7298	30.4881	31.2657	32.0632	32.8810	33.7197	34.5797	35.4617	36.3662	37.2937	38.2450	39.2204	40.2208
	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

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
73	Hourly	30.4731	31.2503	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	2,500.03	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	65,000.67	66,658.58	68,358.77	70,102.33	71,890.36	73,724.00	75,604.40	77,532.77	79,510.32	81,538.31	83,618.02	85,750.79
74	Hourly	31.2346	32.0313	32.8483	33.6861	34.5453	35.4264	36.3300	37.2566	38.2069	39.1814	40.1808	41.2056	42.2566
	Biweekly	2,498.77	2,562.50	2,627.86	2,694.89	2,763.62	2,834.11	2,906.40	2,980.53	3,056.55	3,134.51	3,214.46	3,296.45	3,380.53
	Annual	64,968.00	66,625.07	68,324.41	70,067.10	71,854.23	73,686.94	75,566.40	77,493.80	79,470.35	81,497.32	83,575.99	85,707.68	87,893.74
75	Hourly	32.0154	32.8320	33.6694	34.5282	35.4088	36.3120	37.2381	38.1879	39.1620	40.1608	41.1852	42.2356	43.3129
	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	3,465.03
	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	90,090.82
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	44.3958
	Biweekly	2,625.27	2,692.23	2,760.90	2,831.32	2,903.53	2,977.59	3,053.54	3,131.42	3,211.29	3,293.20	3,377.19	3,463.33	3,551.67
	Annual	68,257.00	69,997.96	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	92,343.36
77	Hourly	33.6365	34.4945	35.3743	36.2765	37.2018	38.1507	39.1238	40.1216	41.1450	42.1944	43.2706	44.3743	45.5061
	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	3,640.49
	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	94,652.72
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	46.6437
	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	3,731.50
	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	97,018.90
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	47.8099
	Biweekly	2,827.15	2,899.26	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	3,824.79
	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	99,444.61
80	Hourly	36.2226	37.1465	38.0939	39.0656	40.0620	41.0838	42.1317	43.2063	44.3083	45.4384	46.5974	47.7859	49.0047
	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	3,920.38
	Annual	75,343.00	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	101,929.85
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	50.2301
	Biweekly	2,970.27	3,046.03	3,123.72	3,203.39	3,285.10	3,368.89	3,454.82	3,542.94	3,633.30	3,725.97	3,821.01	3,918.47	4,018.41
	Annual	77,227.00	79,196.75	81,216.74	83,288.26	85,412.61	87,591.14	89,825.24	92,116.33	94,465.84	96,875.29	99,346.19	101,880.12	104,478.67
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	51.4854
	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	4,118.84
	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	107,089.72
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	52.7726
	Biweekly	3,120.62	3,200.21	3,281.83	3,365.54	3,451.38	3,539.41	3,629.69	3,722.27	3,817.21	3,914.57	4,014.42	4,116.81	4,221.81
	Annual	81,136.00	83,205.45	85,327.69	87,504.06	89,735.94	92,024.74	94,371.93	96,778.98	99,247.42	101,778.83	104,374.80	107,036.98	109,767.07
84	Hourly	39.9832	41.0030	42.0488	43.1213	44.2212	45.3491	46.5057	47.6919	48.9083	50.1558	51.4351	52.7470	54.0923
	Biweekly	3,198.65	3,280.24	3,363.90	3,449.70	3,537.69	3,627.92	3,720.46	3,815.35	3,912.67	4,012.46	4,114.81	4,219.76	4,327.39
	Annual	83,165.00	85,286.21	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	112,512.06

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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	40.9827	42.0280	43.1000	44.1993	45.3266	46.4827	47.6683	48.8841	50.1310	51.4096	52.7209	54.0656	55.4446
	Biweekly	3,278.62	3,362.24	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	96,684.05	99,150.08	101,679.00	104,272.42	106,932.00	109,659.40	112,456.38	115,324.69
86	Hourly	42.0072	43.0786	44.1774	45.3042	46.4597	47.6447	48.8600	50.1062	51.3842	52.6948	54.0388	55.4171	56.8306
	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	43.0572	44.1554	45.2817	46.4366	47.6210	48.8356	50.0812	51.3586	52.6686	54.0119	55.3896	56.8023	58.2511
	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	44.1337	45.2593	46.4137	47.5975	48.8116	50.0565	51.3333	52.6426	53.9853	55.3623	56.7743	58.2224	59.7074
	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	45.2370	46.3908	47.5741	48.7875	50.0319	51.3080	52.6167	53.9587	55.3350	56.7463	58.1937	59.6780	61.2001
	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	4,896.01
	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	46.3683	47.5509	48.7638	50.0075	51.2830	52.5911	53.9324	55.3080	56.7187	58.1654	59.6490	61.1704	62.7306
	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	47.5274	48.7396	49.9828	51.2577	52.5650	53.9058	55.2807	56.6907	58.1366	59.6194	61.1401	62.6995	64.2988
	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	48.7154	49.9579	51.2321	52.5389	53.8789	55.2532	56.6625	58.1077	59.5898	61.1097	62.6683	64.2668	65.9059
	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	49.9332	51.2068	52.5128	53.8522	55.2258	56.6344	58.0789	59.5603	61.0794	62.6373	64.2349	65.8733	67.5535
	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	51.1817	52.4872	53.8259	55.1988	56.6067	58.0505	59.5311	61.0495	62.6067	64.2035	65.8411	67.5204	69.2426
	Biweekly	4,094.54	4,198.97	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	52.4611	53.7991	55.1713	56.5785	58.0216	59.5015	61.0192	62.5755	64.1716	65.8083	67.4868	69.2082	70.9734
	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	53.7726	55.1441	56.5506	57.9930	59.4722	60.9891	62.5447	64.1399	65.7759	67.4536	69.1740	70.9384	72.7477
	Biweekly	4,301.81	4,411.53	4,524.05	4,639.44	4,757.77	4,879.13	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

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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
97	Hourly	55.1173	56.5231	57.9648	59.4433	60.9594	62.5142	64.1087	65.7439	67.4208	69.1404	70.9039	72.7124	74.5670
	Biweekly	4,409.38	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	56.4952	57.9362	59.4139	60.9293	62.4834	64.0771	65.7114	67.3874	69.1062	70.8688	72.6764	74.5301	76.4311
	Biweekly	4,519.62	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	57.9072	59.3842	60.8988	62.4521	64.0450	65.6786	67.3538	69.0717	70.8334	72.6401	74.4929	76.3929	78.3414
	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	5,666.67	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	140,095.83	143,669.12	147,333.54	151,091.43	154,945.17	158,897.20	162,950.03
100	Hourly	59.3553	60.8692	62.4217	64.0139	65.6466	67.3210	69.0381	70.7990	72.6048	74.4566	76.3557	78.3032	80.3004
	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	60.8389	62.3907	63.9820	65.6140	67.2875	69.0037	70.7638	72.5687	74.4196	76.3177	78.2643	80.2605	82.3076
	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	62.3601	63.9507	65.5818	67.2545	68.9699	70.7290	72.5331	74.3831	76.2803	78.2259	80.2211	82.2673	84.3656
	Biweekly	4,988.81	5,116.05	5,246.54	5,380.36	5,517.59	5,658.32	5,802.64	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	63.9188	65.5491	67.2210	68.9355	70.6938	72.4969	74.3460	76.2423	78.1869	80.1811	82.2262	84.3235	86.4742
	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	154,639.64	158,583.88	162,628.72	166,776.73	171,030.54	175,392.84	179,866.41
104	Hourly	65.5168	67.1879	68.9016	70.6590	72.4612	74.3094	76.2048	78.1484	80.1417	82.1858	84.2820	86.4317	88.6362
	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	67.1548	68.8677	70.6242	72.4255	74.2728	76.1672	78.1099	80.1022	82.1453	84.2405	86.3891	88.5926	90.8522
	Biweekly	5,372.38	5,509.41	5,649.94	5,794.04	5,941.83	6,093.38	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	68.8337	70.5893	72.3898	74.2361	76.1296	78.0714	80.0627	82.1047	84.1989	86.3465	88.5488	90.8074	93.1235
	Biweekly	5,506.69	5,647.15	5,791.18	5,938.89	6,090.37	6,245.71	6,405.01	6,568.38	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	70.5543	72.3539	74.1993	76.0919	78.0327	80.0230	82.0640	84.1572	86.3037	88.5049	90.7623	93.0773	95.4514
	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	72.3183	74.1628	76.0544	77.9943	79.9836	82.0236	84.1157	86.2612	88.4614	90.7177	93.0315	95.4044	97.8378
	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	154,258.66	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

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "A"

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	74.1264	76.0171	77.9560	79.9443	81.9834	84.0745	86.2189	88.4180	90.6732	92.9859	95.3576	97.7898	100.2840
	Biweekly	5,930.12	6,081.37	6,236.48	6,395.55	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	158,115.59	162,148.49	166,284.25	170,525.49	174,874.92	179,335.28	183,909.40	188,600.19	193,410.63	198,343.76	203,402.72	208,590.71
110	Hourly	75.9793	77.9173	79.9046	81.9427	84.0327	86.1760	88.3740	90.6281	92.9397	95.3102	97.7412	100.2341	102.7907
	Biweekly	6,078.35	6,233.38	6,392.37	6,555.41	6,722.62	6,894.08	7,069.92	7,250.25	7,435.17	7,624.81	7,819.29	8,018.73	8,223.26
	Annual	158,037.00	162,067.89	166,201.60	170,440.73	174,787.99	179,246.14	183,817.99	188,506.45	193,314.50	198,245.18	203,301.62	208,487.03	213,804.70
111	Hourly	77.8788	79.8652	81.9023	83.9913	86.1335	88.3305	90.5834	92.8938	95.2632	97.6930	100.1847	102.7400	105.3605
	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	79.8260	81.8620	83.9500	86.0912	88.2870	90.5389	92.8482	95.2164	97.6450	100.1355	102.6895	105.3087	107.9947
	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	81.8216	83.9086	86.0487	88.2435	90.4942	92.8024	95.1694	97.5968	100.0861	102.6389	105.2568	107.9415	110.6946
	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	203,001.35	208,179.10	213,488.92	218,934.17	224,518.30	230,244.87
114	Hourly	83.8673	86.0064	88.2001	90.4497	92.7568	95.1226	97.5488	100.0369	102.5884	105.2050	107.8884	110.6402	113.4622
	Biweekly	6,709.38	6,880.51	7,056.01	7,235.98	7,420.54	7,609.81	7,803.90	8,002.95	8,207.07	8,416.40	8,631.07	8,851.22	9,076.98
	Annual	174,444.00	178,893.37	183,456.22	188,135.46	192,934.04	197,855.02	202,901.51	208,076.71	213,383.92	218,826.49	224,407.87	230,131.62	236,001.36
115	Hourly	85.9639	88.1565	90.4051	92.7109	95.0756	97.5006	99.9875	102.5377	105.1531	107.8351	110.5855	113.4061	116.2987
	Biweekly	6,877.12	7,052.52	7,232.40	7,416.87	7,606.05	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	88.1130	90.3604	92.6651	95.0286	97.4524	99.9381	102.4871	105.1011	107.7818	110.5309	113.3501	116.2412	119.2061
	Biweekly	7,049.04	7,228.83	7,413.21	7,602.29	7,796.20	7,995.04	8,198.97	8,408.09	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	229,904.29	235,768.23	241,781.74	247,948.62

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
01	Hourly	5.3043	5.4396	5.5784	5.7206	5.8666	6.0162	6.1696	6.3270	6.4884	6.6539	6.8236	6.9976	7.1761
	Biweekly	424.35	435.17	446.27	457.65	469.32	481.29	493.57	506.16	519.07	532.31	545.89	559.81	574.09
	Annual	11,033.00	11,314.41	11,602.99	11,898.94	12,202.43	12,513.67	12,832.84	13,160.16	13,495.82	13,840.04	14,193.05	14,555.06	14,926.30
02	Hourly	5.4370	5.5757	5.7179	5.8638	6.0133	6.1667	6.3240	6.4853	6.6507	6.8203	6.9943	7.1727	7.3556
	Biweekly	434.96	446.06	457.43	469.10	481.06	493.33	505.92	518.82	532.05	545.63	559.54	573.81	588.45
	Annual	11,309.00	11,597.45	11,893.25	12,196.60	12,507.69	12,826.71	13,153.87	13,489.37	13,833.43	14,186.26	14,548.10	14,919.16	15,299.69
03	Hourly	5.5731	5.7152	5.8610	6.0105	6.1638	6.3210	6.4822	6.6476	6.8171	6.9910	7.1693	7.3522	7.5397
	Biweekly	445.85	457.22	468.88	480.84	493.10	505.68	518.58	531.81	545.37	559.28	573.54	588.17	603.18
	Annual	11,592.00	11,887.67	12,190.87	12,501.81	12,820.68	13,147.69	13,483.03	13,826.93	14,179.60	14,541.27	14,912.16	15,292.51	15,682.56
04	Hourly	5.7120	5.8577	6.0071	6.1603	6.3175	6.4786	6.6438	6.8133	6.9871	7.1653	7.3480	7.5355	7.7277
	Biweekly	456.96	468.62	480.57	492.83	505.40	518.29	531.51	545.06	558.97	573.22	587.84	602.84	618.21
	Annual	11,881.00	12,184.04	12,494.80	12,813.50	13,140.32	13,475.47	13,819.18	14,171.65	14,533.11	14,903.79	15,283.93	15,673.76	16,073.54
05	Hourly	5.8548	6.0041	6.1573	6.3143	6.4754	6.6405	6.8099	6.9836	7.1617	7.3444	7.5317	7.7238	7.9208
	Biweekly	468.38	480.33	492.58	505.15	518.03	531.24	544.79	558.69	572.94	587.55	602.54	617.91	633.67
	Annual	12,178.00	12,488.61	12,807.15	13,133.81	13,468.80	13,812.33	14,164.63	14,525.91	14,896.41	15,276.36	15,666.00	16,065.57	16,475.34
06	Hourly	6.0014	6.1545	6.3115	6.4725	6.6376	6.8069	6.9805	7.1585	7.3411	7.5283	7.7204	7.9173	8.1192
	Biweekly	480.12	492.36	504.92	517.80	531.00	544.55	558.44	572.68	587.29	602.27	617.63	633.38	649.54
	Annual	12,483.00	12,801.39	13,127.90	13,462.74	13,806.12	14,158.26	14,519.38	14,889.72	15,269.49	15,658.96	16,058.35	16,467.94	16,887.97
07	Hourly	6.1514	6.3083	6.4692	6.6342	6.8035	6.9770	7.1549	7.3374	7.5246	7.7165	7.9133	8.1152	8.3221
	Biweekly	492.12	504.67	517.54	530.74	544.28	558.16	572.40	586.99	601.97	617.32	633.07	649.21	665.77
	Annual	12,795.00	13,121.35	13,456.02	13,799.23	14,151.19	14,512.14	14,882.28	15,261.87	15,651.14	16,050.34	16,459.72	16,879.54	17,310.07
08	Hourly	6.3053	6.4661	6.6310	6.8002	6.9736	7.1515	7.3339	7.5209	7.7128	7.9095	8.1112	8.3181	8.5303
	Biweekly	504.42	517.29	530.48	544.01	557.89	572.12	586.71	601.68	617.02	632.76	648.90	665.45	682.42
	Annual	13,115.00	13,449.51	13,792.55	14,144.35	14,505.11	14,875.08	15,254.48	15,643.57	16,042.57	16,451.75	16,871.37	17,301.69	17,742.99
09	Hourly	6.4630	6.6278	6.7969	6.9702	7.1480	7.3303	7.5173	7.7090	7.9057	8.1073	8.3141	8.5262	8.7436
	Biweekly	517.04	530.23	543.75	557.62	571.84	586.43	601.38	616.72	632.45	648.58	665.13	682.09	699.49
	Annual	13,443.00	13,785.88	14,137.50	14,498.09	14,867.88	15,247.10	15,635.99	16,034.80	16,443.79	16,863.20	17,293.32	17,734.40	18,186.73
10	Hourly	6.6245	6.7935	6.9668	7.1445	7.3267	7.5136	7.7052	7.9017	8.1033	8.3099	8.5219	8.7393	8.9622
	Biweekly	529.96	543.48	557.34	571.56	586.13	601.08	616.42	632.14	648.26	664.80	681.75	699.14	716.97
	Annual	13,779.00	14,130.45	14,490.86	14,860.46	15,239.49	15,628.19	16,026.80	16,435.58	16,854.79	17,284.69	17,725.55	18,177.66	18,641.30
11	Hourly	6.7899	6.9631	7.1407	7.3228	7.5096	7.7011	7.8976	8.0990	8.3056	8.5174	8.7347	8.9574	9.1859
	Biweekly	543.19	557.05	571.26	585.83	600.77	616.09	631.80	647.92	664.45	681.39	698.77	716.60	734.87
	Annual	14,123.00	14,483.22	14,852.63	15,231.46	15,619.96	16,018.36	16,426.92	16,845.91	17,275.58	17,716.21	18,168.08	18,631.47	19,106.69
12	Hourly	6.9596	7.1371	7.3192	7.5058	7.6973	7.8936	8.0950	8.3014	8.5132	8.7303	8.9530	9.1813	9.4155
	Biweekly	556.77	570.97	585.53	600.47	615.78	631.49	647.60	664.11	681.05	698.42	716.24	734.51	753.24
	Annual	14,476.00	14,845.22	15,223.87	15,612.17	16,010.37	16,418.73	16,837.51	17,266.97	17,707.38	18,159.02	18,622.18	19,097.16	19,584.25

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
13	Hourly	7.1337	7.3156	7.5022	7.6935	7.8898	8.0910	8.2974	8.5090	8.7260	8.9486	9.1769	9.4109	9.6510
	Biweekly	570.69	585.25	600.18	615.48	631.18	647.28	663.79	680.72	698.08	715.89	734.15	752.87	772.08
	Annual	14,838.00	15,216.46	15,604.57	16,002.58	16,410.74	16,829.31	17,258.56	17,698.76	18,150.18	18,613.12	19,087.87	19,574.72	20,074.00
14	Hourly	7.3120	7.4985	7.6898	7.8859	8.0871	8.2933	8.5048	8.7218	8.9442	9.1724	9.4063	9.6462	9.8923
	Biweekly	584.96	599.88	615.18	630.87	646.96	663.47	680.39	697.74	715.54	733.79	752.50	771.70	791.38
	Annual	15,209.00	15,596.92	15,994.74	16,402.70	16,821.06	17,250.10	17,690.08	18,141.29	18,604.00	19,078.51	19,565.13	20,064.16	20,575.91
15	Hourly	7.4947	7.6859	7.8819	8.0829	8.2891	8.5005	8.7173	8.9397	9.1677	9.4015	9.6413	9.8872	10.1394
	Biweekly	599.58	614.87	630.55	646.64	663.13	680.04	697.39	715.18	733.42	752.12	771.31	790.98	811.15
	Annual	15,589.00	15,986.61	16,394.37	16,812.52	17,241.34	17,681.10	18,132.07	18,594.55	19,068.82	19,555.19	20,053.97	20,565.46	21,090.01
16	Hourly	7.6822	7.8782	8.0791	8.2852	8.4965	8.7132	8.9354	9.1633	9.3971	9.6367	9.8825	10.1346	10.3931
	Biweekly	614.58	630.25	646.33	662.81	679.72	697.06	714.83	733.07	751.76	770.94	790.60	810.77	831.45
	Annual	15,979.00	16,386.56	16,804.52	17,233.13	17,672.68	18,123.44	18,585.70	19,059.74	19,545.88	20,044.42	20,555.67	21,079.96	21,617.63
17	Hourly	7.8745	8.0754	8.2813	8.4926	8.7092	8.9313	9.1591	9.3927	9.6323	9.8780	10.1299	10.3883	10.6533
	Biweekly	629.96	646.03	662.51	679.40	696.73	714.50	732.73	751.42	770.58	790.24	810.39	831.06	852.26
	Annual	16,379.00	16,796.76	17,225.18	17,664.53	18,115.08	18,577.12	19,050.95	19,536.86	20,035.17	20,546.19	21,070.24	21,607.66	22,158.78
18	Hourly	8.0712	8.2770	8.4881	8.7046	8.9266	9.1543	9.3878	9.6273	9.8728	10.1246	10.3829	10.6477	10.9193
	Biweekly	645.69	662.16	679.05	696.37	714.13	732.35	751.03	770.18	789.83	809.97	830.63	851.82	873.54
	Annual	16,788.00	17,216.19	17,655.31	18,105.63	18,567.43	19,041.01	19,526.67	20,024.72	20,535.47	21,059.25	21,596.38	22,147.22	22,712.11
19	Hourly	8.2731	8.4841	8.7005	8.9224	9.1500	9.3834	9.6227	9.8681	10.1198	10.3779	10.6426	10.9141	11.1925
	Biweekly	661.85	678.73	696.04	713.79	732.00	750.67	769.81	789.45	809.59	830.23	851.41	873.13	895.40
	Annual	17,208.00	17,646.91	18,097.01	18,558.59	19,031.95	19,517.38	20,015.19	20,525.69	21,049.22	21,586.10	22,136.68	22,701.30	23,280.32
20	Hourly	8.4798	8.6961	8.9179	9.1454	9.3786	9.6178	9.8631	10.1147	10.3727	10.6373	10.9086	11.1868	11.4721
	Biweekly	678.38	695.69	713.43	731.63	750.29	769.43	789.05	809.18	829.82	850.98	872.69	894.94	917.77
	Annual	17,638.00	18,087.87	18,549.22	19,022.34	19,507.52	20,005.08	20,515.33	21,038.60	21,575.21	22,125.50	22,689.84	23,268.56	23,862.05
21	Hourly	8.6918	8.9135	9.1409	9.3740	9.6131	9.8583	10.1097	10.3676	10.6320	10.9032	11.1813	11.4665	11.7590
	Biweekly	695.35	713.08	731.27	749.92	769.05	788.66	808.78	829.41	850.56	872.26	894.51	917.32	940.72
	Annual	18,079.00	18,540.12	19,013.01	19,497.95	19,995.27	20,505.27	21,028.27	21,564.62	22,114.65	22,678.71	23,257.15	23,850.35	24,458.67
22	Hourly	8.9091	9.1364	9.3694	9.6084	9.8535	10.1048	10.3625	10.6268	10.8979	11.1758	11.4609	11.7532	12.0530
	Biweekly	712.73	730.91	749.55	768.67	788.28	808.38	829.00	850.14	871.83	894.07	916.87	940.26	964.24
	Annual	18,531.00	19,003.65	19,488.36	19,985.43	20,495.18	21,017.93	21,554.01	22,103.77	22,667.55	23,245.70	23,838.61	24,446.64	25,070.17
23	Hourly	9.1317	9.3646	9.6035	9.8484	10.0996	10.3572	10.6214	10.8923	11.1701	11.4550	11.7472	12.0468	12.3541
	Biweekly	730.54	749.17	768.28	787.88	807.97	828.58	849.71	871.39	893.61	916.40	939.78	963.75	988.33
	Annual	18,994.00	19,478.46	19,975.28	20,484.77	21,007.25	21,543.06	22,092.54	22,656.03	23,233.90	23,826.50	24,434.22	25,057.44	25,696.55
24	Hourly	9.3601	9.5988	9.8437	10.0947	10.3522	10.6163	10.8870	11.1647	11.4495	11.7415	12.0410	12.3481	12.6631
	Biweekly	748.81	767.91	787.49	807.58	828.18	849.30	870.96	893.18	915.96	939.32	963.28	987.85	1,013.05
	Annual	19,469.00	19,965.58	20,474.82	20,997.05	21,532.60	22,081.81	22,645.03	23,222.61	23,814.93	24,422.35	25,045.27	25,684.07	26,339.17

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	9.5942	9.8389	10.0899	10.3472	10.6112	10.8818	11.1594	11.4440	11.7359	12.0352	12.3422	12.6570	12.9798
	Biweekly	767.54	787.12	807.19	827.78	848.89	870.54	892.75	915.52	938.87	962.82	987.38	1,012.56	1,038.39
	Annual	19,956.00	20,465.00	20,986.98	21,522.27	22,071.22	22,634.17	23,211.47	23,803.51	24,410.64	25,033.26	25,671.75	26,326.54	26,998.02
26	Hourly	9.8341	10.0850	10.3422	10.6060	10.8765	11.1539	11.4384	11.7302	12.0293	12.3362	12.6508	12.9735	13.3044
	Biweekly	786.73	806.80	827.38	848.48	870.12	892.31	915.07	938.41	962.35	986.89	1,012.06	1,037.88	1,064.35
	Annual	20,455.00	20,976.73	21,511.76	22,060.44	22,623.11	23,200.14	23,791.88	24,398.71	25,021.03	25,659.21	26,313.68	26,984.83	27,673.11
27	Hourly	10.0798	10.3369	10.6006	10.8709	11.1482	11.4326	11.7242	12.0232	12.3299	12.6443	12.9668	13.2976	13.6367
	Biweekly	806.38	826.95	848.04	869.67	891.86	914.60	937.93	961.86	986.39	1,011.55	1,037.35	1,063.81	1,090.94
	Annual	20,966.00	21,500.76	22,049.16	22,611.54	23,188.27	23,779.71	24,386.24	25,008.23	25,646.09	26,300.22	26,971.04	27,658.96	28,364.43
28	Hourly	10.3317	10.5953	10.8655	11.1426	11.4268	11.7183	12.0172	12.3237	12.6380	12.9604	13.2909	13.6299	13.9776
	Biweekly	826.54	847.62	869.24	891.41	914.15	937.46	961.37	985.89	1,011.04	1,036.83	1,063.27	1,090.39	1,118.21
	Annual	21,490.00	22,038.12	22,600.23	23,176.67	23,767.81	24,374.04	24,995.72	25,633.26	26,287.06	26,957.54	27,645.12	28,350.24	29,073.34
29	Hourly	10.5899	10.8600	11.1370	11.4211	11.7124	12.0111	12.3175	12.6316	12.9538	13.2842	13.6230	13.9705	14.3268
	Biweekly	847.19	868.80	890.96	913.69	936.99	960.89	985.40	1,010.53	1,036.31	1,062.74	1,089.84	1,117.64	1,146.15
	Annual	22,027.00	22,588.82	23,164.97	23,755.82	24,361.73	24,983.10	25,620.32	26,273.79	26,943.93	27,631.17	28,335.93	29,058.66	29,799.83
30	Hourly	10.8548	11.1317	11.4156	11.7068	12.0054	12.3116	12.6256	12.9476	13.2779	13.6165	13.9638	14.3200	14.6852
	Biweekly	868.38	890.53	913.25	936.54	960.43	984.92	1,010.05	1,035.81	1,062.23	1,089.32	1,117.11	1,145.60	1,174.82
	Annual	22,578.00	23,153.87	23,744.44	24,350.06	24,971.14	25,608.05	26,261.21	26,931.03	27,617.93	28,322.35	29,044.74	29,785.56	30,545.27
31	Hourly	11.1264	11.4102	11.7013	11.9997	12.3058	12.6197	12.9415	13.2716	13.6101	13.9573	14.3133	14.6783	15.0527
	Biweekly	890.12	912.82	936.10	959.98	984.46	1,009.57	1,035.32	1,061.73	1,088.81	1,116.58	1,145.06	1,174.27	1,204.22
	Annual	23,143.00	23,733.29	24,338.63	24,959.41	25,596.02	26,248.87	26,918.38	27,604.96	28,309.05	29,031.10	29,771.57	30,530.92	31,309.64
32	Hourly	11.4043	11.6952	11.9935	12.2994	12.6131	12.9348	13.2647	13.6031	13.9500	14.3058	14.6707	15.0449	15.4287
	Biweekly	912.35	935.62	959.48	983.95	1,009.05	1,034.79	1,061.18	1,088.25	1,116.00	1,144.47	1,173.66	1,203.59	1,234.29
	Annual	23,721.00	24,326.03	24,946.49	25,582.77	26,235.29	26,904.44	27,590.67	28,294.40	29,016.07	29,756.16	30,515.12	31,293.44	32,091.61
33	Hourly	11.6894	11.9876	12.2933	12.6069	12.9284	13.2582	13.5963	13.9431	14.2988	14.6635	15.0375	15.4210	15.8144
	Biweekly	935.15	959.01	983.47	1,008.55	1,034.27	1,060.65	1,087.71	1,115.45	1,143.90	1,173.08	1,203.00	1,233.68	1,265.15
	Annual	24,314.00	24,934.15	25,570.12	26,222.31	26,891.14	27,577.03	28,280.41	29,001.73	29,741.44	30,500.03	31,277.96	32,075.74	32,893.86
34	Hourly	11.9817	12.2873	12.6007	12.9221	13.2517	13.5897	13.9363	14.2918	14.6563	15.0302	15.4135	15.8066	16.2098
	Biweekly	958.54	982.99	1,008.06	1,033.77	1,060.14	1,087.18	1,114.91	1,143.34	1,172.51	1,202.41	1,233.08	1,264.53	1,296.79
	Annual	24,922.00	25,557.66	26,209.53	26,878.03	27,563.59	28,266.62	28,987.59	29,726.95	30,485.16	31,262.72	32,060.11	32,877.83	33,716.41
35	Hourly	12.2813	12.5945	12.9157	13.2452	13.5830	13.9294	14.2847	14.6491	15.0227	15.4059	15.7988	16.2018	16.6150
	Biweekly	982.50	1,007.56	1,033.26	1,059.61	1,086.64	1,114.36	1,142.78	1,171.93	1,201.82	1,232.47	1,263.91	1,296.14	1,329.20
	Annual	25,545.00	26,196.55	26,864.72	27,549.93	28,252.62	28,973.23	29,712.22	30,470.06	31,247.23	32,044.22	32,861.54	33,699.71	34,559.26
36	Hourly	12.5885	12.9095	13.2388	13.5765	13.9228	14.2779	14.6421	15.0155	15.3985	15.7912	16.1940	16.6071	17.0306
	Biweekly	1,007.08	1,032.76	1,059.11	1,086.12	1,113.82	1,142.23	1,171.36	1,201.24	1,231.88	1,263.30	1,295.52	1,328.57	1,362.45
	Annual	26,184.00	26,851.85	27,536.73	28,239.08	28,959.35	29,697.99	30,455.46	31,232.26	32,028.87	32,845.80	33,683.56	34,542.70	35,423.74

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
37	Hourly	12.9029	13.2320	13.5695	13.9156	14.2705	14.6345	15.0078	15.3906	15.7831	16.1857	16.5985	17.0219	17.4560
	Biweekly	1,032.23	1,058.56	1,085.56	1,113.25	1,141.64	1,170.76	1,200.62	1,231.24	1,262.65	1,294.85	1,327.88	1,361.75	1,396.48
	Annual	26,838.00	27,522.53	28,224.52	28,944.41	29,682.67	30,439.76	31,216.15	32,012.35	32,828.86	33,666.19	34,524.88	35,405.47	36,308.53
38	Hourly	13.2255	13.5628	13.9087	14.2635	14.6273	15.0004	15.3830	15.7753	16.1777	16.5903	17.0135	17.4474	17.8925
	Biweekly	1,058.04	1,085.02	1,112.70	1,141.08	1,170.18	1,200.03	1,230.64	1,262.03	1,294.22	1,327.23	1,361.08	1,395.80	1,431.40
	Annual	27,509.00	28,210.64	28,930.19	29,668.08	30,424.79	31,200.81	31,996.62	32,812.72	33,649.64	34,507.91	35,388.07	36,290.68	37,216.31
39	Hourly	13.5563	13.9020	14.2566	14.6202	14.9931	15.3755	15.7677	16.1699	16.5823	17.0053	17.4390	17.8838	18.3399
	Biweekly	1,084.50	1,112.16	1,140.53	1,169.62	1,199.45	1,230.04	1,261.42	1,293.59	1,326.59	1,360.42	1,395.12	1,430.70	1,467.20
	Annual	28,197.00	28,916.19	29,653.73	30,410.08	31,185.72	31,981.14	32,796.85	33,633.37	34,491.22	35,370.95	36,273.12	37,198.31	38,147.09
40	Hourly	13.8952	14.2496	14.6131	14.9858	15.3680	15.7600	16.1620	16.5742	16.9969	17.4304	17.8750	18.3309	18.7985
	Biweekly	1,111.62	1,139.97	1,169.04	1,198.86	1,229.44	1,260.80	1,292.96	1,325.93	1,359.75	1,394.44	1,430.00	1,466.48	1,503.88
	Annual	28,902.00	29,639.17	30,395.15	31,170.41	31,965.44	32,780.75	33,616.86	34,474.29	35,353.59	36,255.32	37,180.05	38,128.36	39,100.86
41	Hourly	14.2423	14.6056	14.9781	15.3601	15.7519	16.1537	16.5657	16.9882	17.4215	17.8659	18.3216	18.7889	19.2681
	Biweekly	1,139.38	1,168.45	1,198.25	1,228.81	1,260.15	1,292.29	1,325.26	1,359.06	1,393.72	1,429.27	1,465.72	1,503.11	1,541.45
	Annual	29,624.00	30,379.59	31,154.45	31,949.08	32,763.97	33,599.65	34,456.64	35,335.49	36,236.76	37,161.01	38,108.84	39,080.85	40,077.64
42	Hourly	14.5986	14.9709	15.3528	15.7443	16.1459	16.5577	16.9801	17.4132	17.8573	18.3128	18.7798	19.2588	19.7501
	Biweekly	1,167.88	1,197.67	1,228.22	1,259.55	1,291.67	1,324.62	1,358.40	1,393.05	1,428.58	1,465.02	1,502.39	1,540.71	1,580.00
	Annual	30,365.00	31,139.49	31,933.73	32,748.24	33,583.51	34,440.09	35,318.52	36,219.36	37,143.17	38,090.54	39,062.08	40,058.40	41,080.12
43	Hourly	14.9635	15.3451	15.7365	16.1379	16.5495	16.9716	17.4045	17.8484	18.3037	18.7705	19.2493	19.7402	20.2437
	Biweekly	1,197.08	1,227.61	1,258.92	1,291.03	1,323.96	1,357.73	1,392.36	1,427.87	1,464.29	1,501.64	1,539.94	1,579.22	1,619.50
	Annual	31,124.00	31,917.85	32,731.95	33,566.81	34,422.96	35,300.95	36,201.34	37,124.69	38,071.59	39,042.65	40,038.47	41,059.69	42,106.96
44	Hourly	15.3375	15.7287	16.1299	16.5413	16.9632	17.3958	17.8395	18.2946	18.7612	19.2397	19.7304	20.2337	20.7498
	Biweekly	1,227.00	1,258.30	1,290.39	1,323.30	1,357.05	1,391.67	1,427.16	1,463.56	1,500.89	1,539.18	1,578.43	1,618.69	1,659.98
	Annual	31,902.00	32,715.69	33,550.14	34,405.87	35,283.42	36,183.36	37,106.26	38,052.69	39,023.26	40,018.59	41,039.30	42,086.05	43,159.50
45	Hourly	15.7212	16.1221	16.5333	16.9550	17.3875	17.8310	18.2858	18.7522	19.2305	19.7210	20.2240	20.7398	21.2688
	Biweekly	1,257.69	1,289.77	1,322.67	1,356.40	1,391.00	1,426.48	1,462.86	1,500.17	1,538.44	1,577.68	1,617.92	1,659.18	1,701.50
	Annual	32,700.00	33,534.05	34,389.37	35,266.50	36,166.01	37,088.46	38,034.44	39,004.54	39,999.39	41,019.62	42,065.86	43,138.80	44,239.09
46	Hourly	16.1139	16.5249	16.9464	17.3787	17.8219	18.2765	18.7427	19.2207	19.7109	20.2137	20.7293	21.2580	21.8002
	Biweekly	1,289.12	1,322.00	1,355.71	1,390.29	1,425.75	1,462.12	1,499.41	1,537.66	1,576.88	1,617.10	1,658.34	1,700.64	1,744.02
	Annual	33,517.00	34,371.88	35,248.57	36,147.62	37,069.61	38,015.10	38,984.72	39,979.06	40,998.77	42,044.48	43,116.87	44,216.61	45,344.39
47	Hourly	16.5168	16.9381	17.3701	17.8132	18.2675	18.7334	19.2113	19.7013	20.2038	20.7191	21.2475	21.7895	22.3452
	Biweekly	1,321.35	1,355.05	1,389.61	1,425.05	1,461.40	1,498.68	1,536.90	1,576.10	1,616.30	1,657.53	1,699.80	1,743.16	1,787.62
	Annual	34,355.00	35,231.26	36,129.87	37,051.40	37,996.43	38,965.57	39,959.42	40,978.63	42,023.83	43,095.69	44,194.89	45,322.12	46,478.11
48	Hourly	16.9298	17.3616	17.8044	18.2586	18.7243	19.2018	19.6916	20.1939	20.7089	21.2371	21.7788	22.3343	22.9040
	Biweekly	1,354.38	1,388.93	1,424.36	1,460.69	1,497.94	1,536.15	1,575.33	1,615.51	1,656.71	1,698.97	1,742.30	1,786.74	1,832.32
	Annual	35,214.00	36,112.17	37,033.25	37,977.82	38,946.48	39,939.85	40,958.55	42,003.24	43,074.58	44,173.24	45,299.92	46,455.34	47,640.23

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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	17.3534	17.7960	18.2499	18.7154	19.1927	19.6822	20.1843	20.6991	21.2270	21.7685	22.3237	22.8931	23.4770
	Biweekly	1,388.27	1,423.68	1,459.99	1,497.23	1,535.42	1,574.58	1,614.74	1,655.93	1,698.16	1,741.48	1,785.89	1,831.45	1,878.16
	Annual	36,095.00	37,015.64	37,959.76	38,927.96	39,920.86	40,939.08	41,983.27	43,054.10	44,152.23	45,278.38	46,433.25	47,617.58	48,832.11
50	Hourly	17.7870	18.2407	18.7059	19.1831	19.6723	20.1741	20.6887	21.2163	21.7575	22.3124	22.8815	23.4652	24.0637
	Biweekly	1,422.96	1,459.26	1,496.48	1,534.64	1,573.79	1,613.93	1,655.09	1,697.31	1,740.60	1,785.00	1,830.52	1,877.21	1,925.09
	Annual	36,997.00	37,940.65	38,908.36	39,900.76	40,918.46	41,962.13	43,032.42	44,130.00	45,255.58	46,409.87	47,593.60	48,807.52	50,052.41
51	Hourly	18.2317	18.6967	19.1736	19.6627	20.1642	20.6785	21.2059	21.7468	22.3015	22.8703	23.4536	24.0518	24.6653
	Biweekly	1,458.54	1,495.74	1,533.89	1,573.01	1,613.13	1,654.28	1,696.47	1,739.74	1,784.12	1,829.62	1,876.29	1,924.15	1,973.22
	Annual	37,922.00	38,889.24	39,881.15	40,898.36	41,941.51	43,011.27	44,108.32	45,233.34	46,387.06	47,570.21	48,783.54	50,027.81	51,303.82
52	Hourly	18.6875	19.1641	19.6529	20.1542	20.6683	21.1954	21.7360	22.2904	22.8590	23.4420	24.0399	24.6531	25.2819
	Biweekly	1,495.00	1,533.13	1,572.24	1,612.34	1,653.46	1,695.63	1,738.88	1,783.24	1,828.72	1,875.36	1,923.19	1,972.25	2,022.55
	Annual	38,870.00	39,861.42	40,878.12	41,920.76	42,989.99	44,086.49	45,210.96	46,364.12	47,546.68	48,759.40	50,003.06	51,278.44	52,586.35
53	Hourly	19.1548	19.6434	20.1444	20.6582	21.1851	21.7255	22.2796	22.8478	23.4306	24.0282	24.6411	25.2696	25.9141
	Biweekly	1,532.38	1,571.47	1,611.55	1,652.66	1,694.81	1,738.04	1,782.37	1,827.83	1,874.45	1,922.26	1,971.29	2,021.57	2,073.13
	Annual	39,842.00	40,858.21	41,900.34	42,969.05	44,065.02	45,188.94	46,341.53	47,523.52	48,735.65	49,978.70	51,253.46	52,560.73	53,901.34
54	Hourly	19.6337	20.1344	20.6480	21.1746	21.7147	22.2686	22.8365	23.4190	24.0163	24.6289	25.2571	25.9013	26.5619
	Biweekly	1,570.69	1,610.75	1,651.84	1,693.97	1,737.18	1,781.48	1,826.92	1,873.52	1,921.31	1,970.31	2,020.57	2,072.10	2,124.95
	Annual	40,838.00	41,879.61	42,947.80	44,043.22	45,166.59	46,318.61	47,500.01	48,711.55	49,953.98	51,228.11	52,534.73	53,874.68	55,248.81
55	Hourly	20.1245	20.6378	21.1642	21.7040	22.2576	22.8253	23.4075	24.0045	24.6168	25.2447	25.8885	26.5489	27.2260
	Biweekly	1,609.96	1,651.03	1,693.14	1,736.32	1,780.61	1,826.02	1,872.60	1,920.36	1,969.34	2,019.57	2,071.08	2,123.91	2,178.08
	Annual	41,859.00	42,926.66	44,021.54	45,144.36	46,295.81	47,476.63	48,687.57	49,929.39	51,202.89	52,508.87	53,848.16	55,221.62	56,630.10
56	Hourly	20.6274	21.1535	21.6931	22.2464	22.8138	23.3957	23.9924	24.6044	25.2319	25.8755	26.5355	27.2123	27.9064
	Biweekly	1,650.19	1,692.28	1,735.45	1,779.71	1,825.10	1,871.65	1,919.39	1,968.35	2,018.55	2,070.04	2,122.84	2,176.98	2,232.51
	Annual	42,905.00	43,999.33	45,121.58	46,272.45	47,452.68	48,663.01	49,904.20	51,177.06	52,482.38	53,821.00	55,193.76	56,601.53	58,045.21
57	Hourly	21.1433	21.6825	22.2356	22.8027	23.3843	23.9808	24.5924	25.2197	25.8629	26.5226	27.1991	27.8928	28.6043
	Biweekly	1,691.46	1,734.60	1,778.85	1,824.22	1,870.75	1,918.46	1,967.39	2,017.57	2,069.03	2,121.81	2,175.93	2,231.43	2,288.34
	Annual	43,978.00	45,099.70	46,250.02	47,429.67	48,639.41	49,880.01	51,152.25	52,456.94	53,794.90	55,166.99	56,574.08	58,017.06	59,496.85
58	Hourly	21.6716	22.2244	22.7912	23.3726	23.9687	24.5800	25.2070	25.8499	26.5092	27.1854	27.8788	28.5899	29.3191
	Biweekly	1,733.73	1,777.95	1,823.30	1,869.80	1,917.50	1,966.40	2,016.56	2,067.99	2,120.74	2,174.83	2,230.30	2,287.19	2,345.53
	Annual	45,077.00	46,226.73	47,405.79	48,614.93	49,854.90	51,126.50	52,430.53	53,767.82	55,139.22	56,545.61	57,987.86	59,466.90	60,983.66
59	Hourly	22.2135	22.7800	23.3611	23.9569	24.5680	25.1946	25.8372	26.4962	27.1720	27.8651	28.5758	29.3046	30.0521
	Biweekly	1,777.08	1,822.40	1,868.89	1,916.55	1,965.44	2,015.57	2,066.98	2,119.70	2,173.76	2,229.21	2,286.06	2,344.37	2,404.17
	Annual	46,204.00	47,382.48	48,591.02	49,830.38	51,101.35	52,404.74	53,741.38	55,112.11	56,517.80	57,959.34	59,437.65	60,953.67	62,508.35
60	Hourly	22.7688	23.3495	23.9450	24.5558	25.1821	25.8244	26.4831	27.1586	27.8513	28.5616	29.2901	30.0372	30.8033
	Biweekly	1,821.50	1,867.96	1,915.60	1,964.46	2,014.57	2,065.95	2,118.65	2,172.68	2,228.10	2,284.93	2,343.21	2,402.98	2,464.27
	Annual	47,359.00	48,566.94	49,805.69	51,076.03	52,378.78	53,714.75	55,084.80	56,489.79	57,930.62	59,408.20	60,923.46	62,477.38	64,070.92

H.2d

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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	23.3380	23.9332	24.5437	25.1697	25.8117	26.4700	27.1452	27.8375	28.5476	29.2757	30.0224	30.7881	31.5734
	Biweekly	1,867.04	1,914.66	1,963.49	2,013.58	2,064.93	2,117.60	2,171.61	2,227.00	2,283.80	2,342.06	2,401.79	2,463.05	2,525.87
	Annual	48,543.00	49,781.14	51,050.86	52,352.96	53,688.27	55,057.65	56,461.95	57,902.06	59,378.92	60,893.43	62,446.58	64,039.34	65,672.73
62	Hourly	23.9216	24.5318	25.1575	25.7992	26.4572	27.1320	27.8240	28.5337	29.2615	30.0078	30.7732	31.5581	32.3630
	Biweekly	1,913.73	1,962.54	2,012.60	2,063.93	2,116.58	2,170.56	2,225.92	2,282.70	2,340.92	2,400.63	2,461.86	2,524.65	2,589.04
	Annual	49,757.00	51,026.10	52,327.57	53,662.24	55,030.95	56,434.57	57,873.99	59,350.12	60,863.91	62,416.30	64,008.29	65,640.89	67,315.12
63	Hourly	24.5197	25.1451	25.7865	26.4442	27.1187	27.8103	28.5197	29.2471	29.9931	30.7581	31.5426	32.3471	33.1722
	Biweekly	1,961.58	2,011.61	2,062.92	2,115.53	2,169.49	2,224.83	2,281.57	2,339.77	2,399.45	2,460.65	2,523.41	2,587.77	2,653.77
	Annual	51,001.00	52,301.83	53,635.84	55,003.88	56,406.81	57,845.52	59,320.93	60,833.97	62,385.60	63,976.80	65,608.60	67,282.01	68,998.10
64	Hourly	25.1327	25.7737	26.4311	27.1053	27.7966	28.5056	29.2327	29.9783	30.7429	31.5270	32.3311	33.1558	34.0015
	Biweekly	2,010.62	2,061.90	2,114.49	2,168.42	2,223.73	2,280.45	2,338.61	2,398.26	2,459.43	2,522.16	2,586.49	2,652.46	2,720.12
	Annual	52,276.00	53,609.35	54,976.71	56,378.95	57,816.95	59,291.63	60,803.92	62,354.79	63,945.21	65,576.19	67,248.78	68,964.03	70,723.02
65	Hourly	25.7611	26.4181	27.0919	27.7829	28.4916	29.2183	29.9635	30.7278	31.5115	32.3153	33.1395	33.9847	34.8516
	Biweekly	2,060.88	2,113.45	2,167.36	2,222.64	2,279.33	2,337.46	2,397.08	2,458.22	2,520.92	2,585.22	2,651.16	2,718.78	2,788.12
	Annual	53,583.00	54,949.69	56,351.23	57,788.53	59,262.48	60,774.03	62,324.13	63,913.77	65,543.96	67,215.72	68,930.13	70,688.26	72,491.23
66	Hourly	26.4048	27.0783	27.7689	28.4772	29.2036	29.9484	30.7123	31.4956	32.2990	33.1228	33.9676	34.8340	35.7225
	Biweekly	2,112.38	2,166.26	2,221.52	2,278.18	2,336.28	2,395.87	2,456.98	2,519.65	2,583.92	2,649.82	2,717.41	2,786.72	2,857.80
	Annual	54,922.00	56,322.84	57,759.41	59,232.62	60,743.41	62,292.73	63,881.57	65,510.93	67,181.85	68,895.40	70,652.64	72,454.71	74,302.74
67	Hourly	27.0649	27.7552	28.4631	29.1891	29.9336	30.6971	31.4801	32.2830	33.1064	33.9508	34.8168	35.7048	36.6155
	Biweekly	2,165.19	2,220.42	2,277.05	2,335.13	2,394.69	2,455.77	2,518.41	2,582.64	2,648.51	2,716.07	2,785.34	2,856.38	2,929.24
	Annual	56,295.00	57,730.86	59,203.34	60,713.38	62,261.94	63,849.99	65,478.55	67,148.65	68,861.34	70,617.72	72,418.89	74,266.01	76,160.24
68	Hourly	27.7413	28.4489	29.1745	29.9187	30.6818	31.4643	32.2669	33.0899	33.9339	34.7994	35.6870	36.5972	37.5306
	Biweekly	2,219.31	2,275.91	2,333.96	2,393.49	2,454.54	2,517.15	2,581.35	2,647.19	2,714.71	2,783.95	2,854.96	2,927.78	3,002.45
	Annual	57,702.00	59,173.75	60,683.03	62,230.81	63,818.07	65,445.82	67,115.08	68,826.92	70,582.41	72,382.69	74,228.88	76,122.16	78,063.74
69	Hourly	28.4351	29.1604	29.9041	30.6669	31.4490	32.2512	33.0738	33.9174	34.7825	35.6696	36.5794	37.5124	38.4692
	Biweekly	2,274.81	2,332.83	2,392.33	2,453.35	2,515.92	2,580.10	2,645.90	2,713.39	2,782.60	2,853.57	2,926.35	3,000.99	3,077.54
	Annual	59,145.00	60,653.55	62,200.58	63,787.07	65,414.02	67,082.47	68,793.48	70,548.13	72,347.53	74,192.82	76,085.18	78,025.81	80,015.94
70	Hourly	29.1462	29.8896	30.6519	31.4337	32.2355	33.0577	33.9008	34.7655	35.6522	36.5616	37.4941	38.4505	39.4312
	Biweekly	2,331.69	2,391.16	2,452.15	2,514.70	2,578.84	2,644.61	2,712.07	2,781.24	2,852.18	2,924.93	2,999.53	3,076.04	3,154.49
	Annual	60,624.00	62,170.28	63,755.99	65,382.15	67,049.79	68,759.96	70,513.75	72,312.28	74,156.67	76,048.11	77,987.80	79,976.95	82,016.84
71	Hourly	29.8745	30.6365	31.4179	32.2193	33.0410	33.8838	34.7480	35.6343	36.5432	37.4753	38.4311	39.4113	40.4166
	Biweekly	2,389.96	2,450.92	2,513.43	2,577.54	2,643.28	2,710.70	2,779.84	2,850.74	2,923.46	2,998.02	3,074.49	3,152.91	3,233.33
	Annual	62,139.00	63,723.92	65,349.26	67,016.06	68,725.37	70,478.28	72,275.90	74,119.37	76,009.86	77,948.56	79,936.72	81,975.58	84,066.45
72	Hourly	30.6216	31.4027	32.2036	33.0250	33.8673	34.7312	35.6170	36.5255	37.4571	38.4125	39.3922	40.3970	41.4273
	Biweekly	2,449.73	2,512.21	2,576.29	2,642.00	2,709.39	2,778.49	2,849.36	2,922.04	2,996.57	3,073.00	3,151.38	3,231.76	3,314.19
	Annual	63,693.00	65,317.55	66,983.54	68,692.03	70,444.08	72,240.83	74,083.41	75,972.98	77,910.74	79,897.94	81,935.81	84,025.67	86,168.83

City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
73	Hourly	31.3870	32.1876	33.0086	33.8505	34.7139	35.5993	36.5073	37.4384	38.3933	39.3726	40.3768	41.4067	42.4628
	Biweekly	2,510.96	2,575.01	2,640.68	2,708.04	2,777.11	2,847.94	2,920.58	2,995.07	3,071.47	3,149.81	3,230.15	3,312.53	3,397.02
	Annual	65,285.00	66,950.16	68,657.79	70,408.98	72,204.83	74,046.48	75,935.11	77,871.91	79,858.11	81,894.98	83,983.79	86,125.88	88,322.61
74	Hourly	32.1716	32.9922	33.8337	34.6967	35.5816	36.4892	37.4199	38.3743	39.3531	40.3568	41.3862	42.4418	43.5243
	Biweekly	2,573.73	2,639.38	2,706.70	2,775.73	2,846.53	2,919.13	2,993.59	3,069.94	3,148.25	3,228.55	3,310.89	3,395.34	3,481.94
	Annual	66,917.00	68,623.79	70,374.10	72,169.07	74,009.81	75,897.50	77,833.35	79,818.56	81,854.41	83,942.19	86,083.22	88,278.86	90,530.50
75	Hourly	32.9760	33.8170	34.6796	35.5641	36.4712	37.4015	38.3554	39.3337	40.3370	41.3658	42.4209	43.5029	44.6124
	Biweekly	2,638.08	2,705.36	2,774.37	2,845.13	2,917.70	2,992.12	3,068.43	3,146.70	3,226.96	3,309.26	3,393.67	3,480.23	3,568.99
	Annual	68,590.00	70,339.46	72,133.53	73,973.37	75,860.14	77,795.03	79,779.27	81,814.12	83,900.87	86,040.84	88,235.40	90,485.93	92,793.87
76	Hourly	33.8005	34.6626	35.5467	36.4534	37.3831	38.3366	39.3144	40.3172	41.3455	42.4001	43.4815	44.5906	45.7279
	Biweekly	2,704.04	2,773.01	2,843.74	2,916.27	2,990.65	3,066.93	3,145.16	3,225.38	3,307.64	3,392.01	3,478.52	3,567.25	3,658.23
	Annual	70,305.00	72,098.20	73,937.14	75,822.98	77,756.92	79,740.19	81,774.04	83,859.77	85,998.69	88,192.18	90,441.61	92,748.41	95,114.05
77	Hourly	34.6457	35.5293	36.4356	37.3649	38.3179	39.2952	40.2975	41.3253	42.3794	43.4603	44.5688	45.7056	46.8714
	Biweekly	2,771.65	2,842.35	2,914.84	2,989.19	3,065.43	3,143.62	3,223.80	3,306.03	3,390.35	3,476.83	3,565.50	3,656.45	3,749.71
	Annual	72,063.00	73,901.04	75,785.96	77,718.96	79,701.26	81,734.12	83,818.83	85,956.71	88,149.12	90,397.45	92,703.13	95,067.62	97,492.41
78	Hourly	35.5115	36.4173	37.3462	38.2987	39.2756	40.2773	41.3046	42.3581	43.4385	44.5465	45.6827	46.8479	48.0428
	Biweekly	2,840.92	2,913.38	2,987.69	3,063.90	3,142.04	3,222.19	3,304.37	3,388.65	3,475.08	3,563.72	3,654.61	3,747.83	3,843.42
	Annual	73,864.00	75,747.98	77,680.00	79,661.31	81,693.15	83,776.82	85,913.63	88,104.94	90,352.15	92,656.67	95,019.97	97,443.55	99,928.94
79	Hourly	36.3995	37.3279	38.2800	39.2564	40.2577	41.2845	42.3375	43.4173	44.5247	45.6604	46.8250	48.0193	49.2441
	Biweekly	2,911.96	2,986.23	3,062.40	3,140.51	3,220.61	3,302.76	3,387.00	3,473.39	3,561.98	3,652.83	3,746.00	3,841.54	3,939.53
	Annual	75,711.00	77,642.08	79,622.42	81,653.27	83,735.92	85,871.69	88,061.93	90,308.04	92,611.44	94,973.59	97,395.98	99,880.16	102,427.71
80	Hourly	37.3091	38.2607	39.2366	40.2374	41.2637	42.3162	43.3955	44.5023	45.6374	46.8014	47.9951	49.2193	50.4747
	Biweekly	2,984.73	3,060.86	3,138.93	3,218.99	3,301.09	3,385.29	3,471.64	3,560.19	3,650.99	3,744.11	3,839.61	3,937.54	4,037.98
	Annual	77,603.00	79,582.34	81,612.17	83,693.77	85,828.46	88,017.60	90,262.58	92,564.82	94,925.78	97,346.95	99,829.88	102,376.15	104,987.35
81	Hourly	38.2423	39.2177	40.2180	41.2438	42.2958	43.3746	44.4809	45.6154	46.7789	47.9720	49.1956	50.4504	51.7372
	Biweekly	3,059.38	3,137.42	3,217.44	3,299.50	3,383.66	3,469.97	3,558.47	3,649.23	3,742.31	3,837.76	3,935.65	4,036.03	4,138.97
	Annual	79,544.00	81,572.85	83,653.45	85,787.11	87,975.20	90,219.09	92,520.22	94,880.04	97,300.05	99,781.79	102,326.82	104,936.77	107,613.29
82	Hourly	39.1981	40.1979	41.2231	42.2746	43.3528	44.4586	45.5926	46.7554	47.9480	49.1710	50.4251	51.7112	53.0302
	Biweekly	3,135.85	3,215.83	3,297.85	3,381.97	3,468.23	3,556.69	3,647.40	3,740.44	3,835.84	3,933.68	4,034.01	4,136.90	4,242.42
	Annual	81,532.00	83,611.56	85,744.15	87,931.14	90,173.91	92,473.89	94,832.53	97,251.33	99,731.82	102,275.58	104,884.22	107,559.40	110,302.81
83	Hourly	40.1779	41.2027	42.2536	43.3313	44.4365	45.5699	46.7322	47.9242	49.1465	50.4000	51.6855	53.0038	54.3558
	Biweekly	3,214.23	3,296.21	3,380.29	3,466.50	3,554.92	3,645.59	3,738.58	3,833.93	3,931.72	4,032.00	4,134.84	4,240.31	4,348.46
	Annual	83,570.00	85,701.54	87,887.44	90,129.10	92,427.93	94,785.40	97,202.99	99,682.25	102,224.75	104,832.09	107,505.94	110,247.99	113,059.97
84	Hourly	41.1827	42.2331	43.3103	44.4150	45.5478	46.7096	47.9009	49.1227	50.3756	51.6605	52.9782	54.3294	55.7151
	Biweekly	3,294.62	3,378.65	3,464.82	3,553.20	3,643.83	3,736.76	3,832.07	3,929.82	4,030.05	4,132.84	4,238.25	4,346.35	4,457.21
	Annual	85,660.00	87,844.84	90,085.41	92,383.13	94,739.46	97,155.88	99,633.94	102,175.20	104,781.28	107,453.84	110,194.55	113,005.18	115,887.49

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	42.2120	43.2887	44.3928	45.5251	46.6862	47.8770	49.0982	50.3505	51.6347	52.9517	54.3023	55.6873	57.1077
	Biweekly	3,376.96	3,463.09	3,551.42	3,642.01	3,734.90	3,830.16	3,927.85	4,028.04	4,130.78	4,236.14	4,344.18	4,454.99	4,568.62
	Annual	87,801.00	90,040.45	92,337.02	94,692.17	97,107.39	99,584.21	102,124.21	104,728.99	107,400.20	110,139.55	112,948.77	115,829.64	118,784.00
86	Hourly	43.2673	44.3709	45.5026	46.6632	47.8534	49.0739	50.3256	51.6092	52.9256	54.2755	55.6598	57.0795	58.5354
	Biweekly	3,461.38	3,549.67	3,640.21	3,733.06	3,828.27	3,925.91	4,026.05	4,128.74	4,234.05	4,342.04	4,452.79	4,566.36	4,682.83
	Annual	89,996.00	92,291.44	94,645.42	97,059.45	99,535.05	102,073.79	104,677.28	107,347.18	110,085.18	112,893.01	115,772.46	118,725.35	121,753.56
87	Hourly	44.3490	45.4802	46.6402	47.8298	49.0498	50.3008	51.5838	52.8995	54.2488	55.6324	57.0514	58.5065	59.9988
	Biweekly	3,547.92	3,638.42	3,731.22	3,826.39	3,923.98	4,024.07	4,126.71	4,231.96	4,339.90	4,450.59	4,564.11	4,680.52	4,799.91
	Annual	92,246.00	94,598.83	97,011.66	99,486.04	102,023.53	104,625.75	107,294.33	110,030.98	112,837.43	115,715.46	118,666.90	121,693.62	124,797.54
88	Hourly	45.4577	46.6171	47.8062	49.0255	50.2759	51.5583	52.8733	54.2219	55.6049	57.0232	58.4776	59.9691	61.4987
	Biweekly	3,636.62	3,729.37	3,824.49	3,922.04	4,022.08	4,124.66	4,229.87	4,337.75	4,448.39	4,561.85	4,678.21	4,797.53	4,919.90
	Annual	94,552.00	96,963.64	99,436.80	101,973.03	104,573.96	107,241.22	109,976.52	112,781.58	115,658.18	118,608.16	121,633.38	124,735.76	127,917.27
89	Hourly	46.5942	47.7827	49.0014	50.2512	51.5329	52.8473	54.1953	55.5776	56.9951	58.4489	59.9397	61.4685	63.0363
	Biweekly	3,727.54	3,822.61	3,920.11	4,020.10	4,122.64	4,227.79	4,335.62	4,446.21	4,559.61	4,675.91	4,795.17	4,917.48	5,042.90
	Annual	96,916.00	99,387.94	101,922.93	104,522.57	107,188.53	109,922.48	112,726.16	115,601.35	118,549.88	121,573.62	124,674.47	127,854.42	131,115.47
90	Hourly	47.7591	48.9773	50.2265	51.5076	52.8213	54.1686	55.5502	56.9671	58.4201	59.9101	61.4382	63.0052	64.6123
	Biweekly	3,820.73	3,918.18	4,018.12	4,120.61	4,225.71	4,333.49	4,444.02	4,557.37	4,673.61	4,792.81	4,915.06	5,040.42	5,168.98
	Annual	99,339.00	101,872.74	104,471.11	107,135.75	109,868.35	112,670.65	115,544.43	118,491.51	121,513.75	124,613.08	127,791.46	131,050.91	134,393.50
91	Hourly	48.9529	50.2015	51.4819	52.7950	54.1416	55.5225	56.9387	58.3910	59.8803	61.4076	62.9739	64.5801	66.2273
	Biweekly	3,916.23	4,016.12	4,118.55	4,223.60	4,331.33	4,441.80	4,555.10	4,671.28	4,790.42	4,912.61	5,037.91	5,166.41	5,298.18
	Annual	101,822.00	104,419.07	107,082.38	109,813.63	112,614.53	115,486.88	118,432.49	121,453.23	124,551.01	127,727.81	130,985.64	134,326.56	137,752.69
92	Hourly	50.1769	51.4567	52.7692	54.1151	55.4954	56.9108	58.3624	59.8510	61.3776	62.9431	64.5485	66.1949	67.8832
	Biweekly	4,014.15	4,116.54	4,221.54	4,329.21	4,439.63	4,552.87	4,668.99	4,788.08	4,910.21	5,035.45	5,163.88	5,295.59	5,430.66
	Annual	104,368.00	107,030.01	109,759.92	112,559.45	115,430.40	118,374.56	121,393.82	124,490.10	127,665.34	130,921.57	134,260.86	137,685.32	141,197.12
93	Hourly	51.4313	52.7431	54.0883	55.4679	56.8827	58.3335	59.8214	61.3472	62.9119	64.5165	66.1621	67.8496	69.5802
	Biweekly	4,114.50	4,219.44	4,327.07	4,437.43	4,550.61	4,666.68	4,785.71	4,907.77	5,032.95	5,161.32	5,292.97	5,427.97	5,566.41
	Annual	106,977.00	109,705.56	112,503.71	115,373.22	118,315.93	121,333.70	124,428.44	127,602.11	130,856.73	134,194.36	137,617.12	141,127.18	144,726.77
94	Hourly	52.7173	54.0619	55.4408	56.8549	58.3050	59.7922	61.3172	62.8812	64.4850	66.1298	67.8165	69.5462	71.3201
	Biweekly	4,217.38	4,324.95	4,435.27	4,548.39	4,664.40	4,783.37	4,905.38	5,030.49	5,158.80	5,290.38	5,425.32	5,563.70	5,705.60
	Annual	109,652.00	112,448.78	115,316.90	118,258.18	121,274.47	124,367.70	127,539.82	130,792.85	134,128.85	137,549.94	141,058.29	144,656.12	148,345.72
95	Hourly	54.0351	55.4133	56.8267	58.2761	59.7625	61.2868	62.8500	64.4530	66.0970	67.7828	69.5117	71.2847	73.1029
	Biweekly	4,322.81	4,433.07	4,546.13	4,662.09	4,781.00	4,902.94	5,028.00	5,156.24	5,287.76	5,422.63	5,560.94	5,702.77	5,848.23
	Annual	112,393.00	115,259.70	118,199.51	121,214.31	124,306.00	127,476.55	130,727.96	134,062.31	137,481.70	140,988.31	144,584.36	148,272.13	152,053.96
96	Hourly	55.3861	56.7987	58.2474	59.7331	61.2567	62.8191	64.4213	66.0645	67.7495	69.4775	71.2496	73.0669	74.9306
	Biweekly	4,430.88	4,543.90	4,659.80	4,778.65	4,900.53	5,025.53	5,153.71	5,285.16	5,419.96	5,558.20	5,699.97	5,845.35	5,994.44
	Annual	115,203.00	118,141.37	121,154.68	124,244.85	127,413.84	130,663.66	133,996.37	137,414.08	140,918.96	144,513.24	148,199.20	151,979.16	155,855.54

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City of Banning
Salary Schedule
2.5506% Between Steps

Attachment "B"

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
97	Hourly	56.7707	58.2187	59.7036	61.2264	62.7880	64.3895	66.0318	67.7160	69.4432	71.2144	73.0308	74.8935	76.8038
	Biweekly	4,541.65	4,657.49	4,776.29	4,898.11	5,023.04	5,151.16	5,282.55	5,417.28	5,555.46	5,697.15	5,842.46	5,991.48	6,144.30
	Annual	118,083.00	121,094.82	124,183.47	127,350.89	130,599.11	133,930.17	137,346.19	140,849.34	144,441.84	148,125.98	151,904.08	155,778.54	159,751.83
98	Hourly	58.1899	59.6741	61.1961	62.7570	64.3577	65.9992	67.6826	69.4089	71.1792	72.9947	74.8565	76.7658	78.7238
	Biweekly	4,655.19	4,773.93	4,895.69	5,020.56	5,148.62	5,279.94	5,414.61	5,552.71	5,694.34	5,839.58	5,988.52	6,141.27	6,297.90
	Annual	121,035.00	124,122.12	127,287.98	130,534.58	133,864.00	137,278.33	140,779.76	144,370.48	148,052.80	151,829.03	155,701.58	159,672.91	163,745.53
99	Hourly	59.6447	61.1660	62.7261	64.3260	65.9667	67.6492	69.3747	71.1442	72.9588	74.8197	76.7280	78.6850	80.6920
	Biweekly	4,771.58	4,893.28	5,018.09	5,146.08	5,277.34	5,411.94	5,549.98	5,691.53	5,836.70	5,985.57	6,138.24	6,294.80	6,455.36
	Annual	124,061.00	127,225.30	130,470.31	133,798.08	137,210.74	140,710.44	144,299.40	147,979.90	151,754.27	155,624.92	159,594.28	163,664.90	167,839.33
100	Hourly	61.1356	62.6949	64.2940	65.9339	67.6156	69.3402	71.1088	72.9225	74.7824	76.6898	78.6459	80.6518	82.7089
	Biweekly	4,890.85	5,015.59	5,143.52	5,274.71	5,409.25	5,547.22	5,688.70	5,833.80	5,982.60	6,135.19	6,291.67	6,452.15	6,616.72
	Annual	127,162.00	130,405.39	133,731.51	137,142.47	140,640.43	144,227.60	147,906.27	151,678.77	155,547.49	159,514.88	163,583.47	167,755.83	172,034.61
101	Hourly	62.6639	64.2622	65.9013	67.5822	69.3060	71.0737	72.8865	74.7455	76.6520	78.6071	80.6120	82.6681	84.7766
	Biweekly	5,013.12	5,140.98	5,272.11	5,406.58	5,544.48	5,685.89	5,830.92	5,979.64	6,132.16	6,288.56	6,448.96	6,613.45	6,782.13
	Annual	130,341.00	133,665.48	137,074.75	140,570.98	144,156.38	147,833.23	151,603.87	155,470.68	159,436.11	163,502.69	167,672.99	171,949.66	176,335.40
102	Hourly	64.2308	65.8690	67.5491	69.2720	71.0389	72.8508	74.7089	76.6144	78.5686	80.5725	82.6276	84.7351	86.8964
	Biweekly	5,138.46	5,269.52	5,403.93	5,541.76	5,683.11	5,828.06	5,976.71	6,129.15	6,285.48	6,445.80	6,610.21	6,778.81	6,951.71
	Annual	133,600.00	137,007.60	140,502.12	144,085.76	147,760.82	151,529.60	155,394.52	159,358.01	163,422.60	167,590.85	171,865.42	176,249.02	180,744.43
103	Hourly	65.8365	67.5158	69.2378	71.0038	72.8148	74.6720	76.5766	78.5298	80.5328	82.5868	84.6933	86.8535	89.0688
	Biweekly	5,266.92	5,401.26	5,539.03	5,680.30	5,825.19	5,973.76	6,126.13	6,282.38	6,442.62	6,606.95	6,775.46	6,948.28	7,125.50
	Annual	136,940.00	140,432.79	144,014.67	147,687.91	151,454.84	155,317.84	159,279.38	163,341.96	167,508.16	171,780.62	176,162.06	180,655.25	185,263.04
104	Hourly	67.4822	69.2034	70.9685	72.7786	74.6349	76.5386	78.4908	80.4927	82.5458	84.6512	86.8103	89.0245	91.2952
	Biweekly	5,398.58	5,536.27	5,677.48	5,822.29	5,970.79	6,123.09	6,279.26	6,439.42	6,603.66	6,772.10	6,944.83	7,121.96	7,303.61
	Annual	140,363.00	143,943.10	147,614.51	151,379.57	155,240.65	159,200.22	163,260.78	167,424.91	171,695.25	176,074.51	180,565.47	185,170.97	189,893.94
105	Hourly	69.1692	70.9335	72.7427	74.5981	76.5008	78.4520	80.4530	82.5050	84.6094	86.7674	88.9805	91.2501	93.5775
	Biweekly	5,533.54	5,674.68	5,819.42	5,967.85	6,120.06	6,276.16	6,436.24	6,600.40	6,768.75	6,941.40	7,118.44	7,300.01	7,486.20
	Annual	143,872.00	147,541.60	151,304.80	155,163.98	159,121.59	163,180.14	167,342.22	171,610.45	175,987.54	180,476.28	185,079.51	189,800.15	194,641.19
106	Hourly	70.8986	72.7069	74.5614	76.4631	78.4134	80.4134	82.4644	84.5678	86.7247	88.9367	91.2052	93.5314	95.9171
	Biweekly	5,671.88	5,816.55	5,964.91	6,117.05	6,273.07	6,433.07	6,597.15	6,765.42	6,937.98	7,114.94	7,296.41	7,482.52	7,673.36
	Annual	147,469.00	151,230.34	155,087.63	159,043.29	163,099.85	167,259.87	171,526.00	175,900.95	180,387.48	184,988.44	189,706.75	194,545.41	199,507.49
107	Hourly	72.6712	74.5247	76.4255	78.3748	80.3739	82.4239	84.5262	86.6821	88.8930	91.1603	93.4855	95.8699	98.3152
	Biweekly	5,813.69	5,961.98	6,114.04	6,269.99	6,429.91	6,593.91	6,762.10	6,934.57	7,111.44	7,292.83	7,478.84	7,669.59	7,865.21
	Annual	151,156.00	155,011.38	158,965.11	163,019.67	167,177.65	171,441.68	175,814.47	180,298.80	184,897.50	189,613.49	194,449.78	199,409.41	204,495.55
108	Hourly	74.4880	76.3879	78.3362	80.3343	82.3833	84.4845	86.6394	88.8492	91.1154	93.4394	95.8227	98.2667	100.7731
	Biweekly	5,959.04	6,111.03	6,266.90	6,426.74	6,590.66	6,758.76	6,931.15	7,107.94	7,289.23	7,475.15	7,665.81	7,861.34	8,061.85
	Annual	154,935.00	158,886.77	162,939.34	167,095.27	171,357.20	175,727.84	180,209.95	184,806.39	189,520.06	194,353.96	199,311.15	204,394.78	209,608.07

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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	76.3500	78.2974	80.2944	82.3424	84.4427	86.5964	88.8052	91.0702	93.3931	95.7752	98.2180	100.7232	103.2922
	Biweekly	6,108.00	6,263.79	6,423.55	6,587.39	6,755.41	6,927.72	7,104.41	7,285.62	7,471.45	7,662.01	7,857.44	8,057.85	8,263.38
	Annual	158,808.00	162,858.56	167,012.43	171,272.25	175,640.72	180,120.61	184,714.76	189,426.10	194,257.60	199,212.34	204,293.45	209,504.15	214,847.77
110	Hourly	78.2587	80.2547	82.3017	84.4009	86.5536	88.7612	91.0252	93.3469	95.7278	98.1694	100.6733	103.2411	105.8744
	Biweekly	6,260.69	6,420.38	6,584.14	6,752.07	6,924.29	7,100.90	7,282.02	7,467.75	7,658.22	7,853.55	8,053.87	8,259.29	8,469.95
	Annual	162,778.00	166,929.82	171,187.53	175,553.84	180,031.51	184,623.40	189,332.40	194,161.51	199,113.80	204,192.39	209,400.52	214,741.49	220,218.69
111	Hourly	80.2154	82.2614	84.3595	86.5112	88.7177	90.9806	93.3011	95.6809	98.1213	100.6240	103.1905	105.8225	108.5216
	Biweekly	6,417.23	6,580.91	6,748.76	6,920.90	7,097.42	7,278.45	7,464.09	7,654.47	7,849.70	8,049.92	8,255.24	8,465.80	8,681.73
	Annual	166,848.00	171,103.63	175,467.79	179,943.28	184,532.91	189,239.61	194,066.35	199,016.21	204,092.31	209,297.89	214,636.24	220,110.76	225,724.90
112	Hourly	82.2207	84.3178	86.4684	88.6739	90.9356	93.2550	95.6335	98.0728	100.5742	103.1395	105.7701	108.4679	111.2345
	Biweekly	6,577.65	6,745.42	6,917.47	7,093.91	7,274.85	7,460.40	7,650.68	7,845.82	8,045.94	8,251.16	8,461.61	8,677.43	8,898.76
	Annual	171,019.00	175,381.01	179,854.28	184,441.64	189,146.01	193,970.37	198,917.78	203,991.37	209,194.38	214,530.09	220,001.89	225,613.26	231,367.75
113	Hourly	84.2764	86.4260	88.6304	90.8910	93.2093	95.5866	98.0247	100.5249	103.0889	105.7183	108.4147	111.1799	114.0157
	Biweekly	6,742.12	6,914.08	7,090.43	7,271.28	7,456.74	7,646.93	7,841.97	8,041.99	8,247.11	8,457.46	8,673.18	8,894.40	9,121.26
	Annual	175,295.00	179,766.07	184,351.19	189,053.25	193,875.24	198,820.22	203,891.33	209,091.78	214,424.88	219,894.00	225,502.62	231,254.29	237,152.66
114	Hourly	86.3832	88.5865	90.8459	93.1631	95.5393	97.9761	100.4751	103.0378	105.6659	108.3610	111.1249	113.9592	116.8658
	Biweekly	6,910.65	7,086.92	7,267.68	7,453.05	7,643.14	7,838.09	8,038.01	8,243.02	8,453.27	8,668.88	8,889.99	9,116.74	9,349.27
	Annual	179,677.00	184,259.84	188,959.57	193,779.18	198,721.71	203,790.30	208,988.18	214,318.63	219,785.04	225,390.88	231,139.70	237,035.15	243,080.97
115	Hourly	88.5428	90.8012	93.1171	95.4922	97.9278	100.4256	102.9870	105.6138	108.3076	111.0701	113.9030	116.8082	119.7875
	Biweekly	7,083.42	7,264.09	7,449.37	7,639.37	7,834.22	8,034.04	8,238.96	8,449.10	8,664.61	8,885.61	9,112.24	9,344.66	9,583.00
	Annual	184,169.00	188,866.41	193,683.64	198,623.74	203,689.83	208,885.15	214,212.97	219,676.69	225,279.76	231,025.75	236,918.29	242,961.13	249,158.09
116	Hourly	90.7563	93.0711	95.4449	97.8794	100.3759	102.9361	105.5616	108.2540	111.0151	113.8467	116.7505	119.7283	122.7821
	Biweekly	7,260.50	7,445.69	7,635.60	7,830.35	8,030.07	8,234.89	8,444.92	8,660.32	8,881.21	9,107.73	9,340.04	9,578.26	9,822.57
	Annual	188,773.00	193,587.84	198,525.50	203,589.09	208,781.83	214,107.02	219,568.03	225,168.34	230,911.48	236,801.11	242,840.96	249,034.86	255,386.74

CITY COUNCIL AGENDA

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Oliver Mujica, Contract Planner**

SUBJECT: **Resolution No. 2015-50 Approving an Amendment to Resolution No. 2015-18 for the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC to Provide Federal Legislative Advocacy (Lobbying) and Governmental Affairs Services**

RECOMMENDATION: That the City Council:

I. Adopt Resolution No. 2015-50 approving an Amendment to Resolution No. 2015-18 for the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services; and

II. Authorize the Interim City Manager to execute the revised First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC in the form that is approved by the City Attorney; and

III. Authorize the appropriation of $42,000.00 to Account No. 001-1000-411.33-11; and

IV. Authorize the Interim Administrative Services Director to make the necessary budget adjustments, appropriations and transfers related to this matter.

JUSTIFICATION:
The primary focus of a Federal Legislative Advocate is to assist the City with improving its efforts to influence legislation, applying for and receiving competitive grants and other discretionary funding available to the City. The proposed First Amendment to the Contract Services Agreement will allow for these continued services.

BACKGROUND/ANALYSIS:
On April 9, 2013, the City Council adopted Resolution No. 2013-40 approving the Contract Services Agreement with Innovative Federal Strategies (IFS) for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services. Over the course of the past two (2) years, IFS has demonstrated their ability to perform the services of Federal legislative advocacy and consulting for the City of Banning.

On March 24, 2015, the City Council adopted Resolution No. 2015-18 approving the First Amendment to the Contract Services Agreement with Innovative Federal Strategies in order to continue these services for the City until June 30, 2018. However, this action should have also included the approval of a budget appropriation for the costs associated with the services provided during FY 2015. Therefore, proposed Resolution No. 2015-50 will clarify the term of the agreement and authorize budget appropriation in the amount of $42,000.00 for FY 2015.

FISCAL DATA: Funding for these services will be paid from the General Fund. The total fee for services to be provided by Innovative Federal Strategies, LLC is $3,500.00 per month which equates to $42,000.00 annually, plus related eligible travel expenses. Budget appropriations are necessary for FY 2015 and the cost of these services will be included in the FY 2016 budget.

RECOMMENDED BY:

Oliver Mujica
Contract Planner

APPROVED BY:

Dean Martin
Interim City Manager/Interim Administrative Services Director

ATTACHMENTS:

1. Resolution No. 2015-50 approving an Amendment to Resolution No. 2015-18 for the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services.
2. Resolution No. 2015-18 approving the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services.
3. Revised First Amendment to the Contract Services Agreement by and between the City of Banning, California and Innovative Federal Strategies, LLC.

Attachment 1
Resolution No. 2015-50

RESOLUTION NO. 2015-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO RESOLUTION NO. 2015-18 FOR THE FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND INNOVATIVE FEDERAL STRATEGIES, LLC FOR FEDERAL ADVOCACY "LOBBYING" AND GOVERNMENTAL AFFAIRS SERVICES

WHEREAS, on April 9, 2013, the City Council adopted Resolution No. 2013-40 approving the Contract Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services; and

WHEREAS, on March 24, 2015, the City Council adopted Resolution No. 2015-18 approving the First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services for services rendered through June 30, 2018; and

WHEREAS, the City Council desires to authorize the payment of the unpaid invoices from Innovative Federal Strategies, LLC for FY 2015 in the amount of $42,000.00.

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

SECTION 1. The Interim Administrative Services Director is authorized to make the appropriation of $42,000.00 to Account No. 001-1000-411.33-11 for FY 2015.

SECTION 2. The Interim Administrative Services Director is authorized to make the necessary budget adjustments, appropriations and transfers related to this matter.

SECTION 3. The Interim City Manager is authorized to execute the revised First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015.

Deborah Franklin, Mayor
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-50 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 26th day of May, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attachment 2
Resolution No. 2015-18

RESOLUTION NO. 2015-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND INNOVATIVE FEDERAL STRATEGIES, LLC FOR FEDERAL ADVOCACY "LOBBYING" AND GOVERNMENTAL AFFAIRS SERVICES

WHEREAS, on April 9, 2013, the City Council adopted Resolution No. 2013-40 approving the Contract Services Agreement with Innovative Federal Strategies for Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services; and

WHEREAS, the City of Banning desires to continue the Federal Legislative Advocacy "Lobbying" and Governmental Affairs Services of Innovative Federal Strategies, LLC.

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

SECTION 1. The First Amendment to the Contract Services Agreement with Innovative Federal Strategies, LLC is hereby approved to continue the Federal Advocacy "Lobbying" and Governmental Affairs Services for a term of three (3) years until June 30, 2018.

SECTION 2. The Interim Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2016.

SECTION 3. The Interim City Manager is authorized to execute the contract amendment with Innovative Federal Strategies, LLC in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Assistant 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. 2015-18 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of March, 2015, by the following vote, to wit:

AYES: Councilmembers Miller, Moyer, Peterson, Welch, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None

Marie A. Calderon

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

Attachment 3

Revised First Amendment to the Contract Services Agreement

FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BANNING, CALIFORNIA AND INNOVATIVE FEDERAL STRATEGIES, LLC

THIS FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT ("First Amendment") by and between the City of Banning ("City") and Innovative Federal Strategies, LLC ("Contractor") is effective as of the 24th day of March 2015.

RECITALS

A. City and Contractor entered into an Agreement for Contract Services ("Agreement") approved by the City Council on April 9, 2013, to provide Federal Legislative Advocacy and Governmental Affairs as fully described in Exhibit "A" of the Agreement entitled Scope of Services.

B. City and Contractor wish to amend the Agreement in accordance with the terms herein.

NOW, THEREFORE, it is hereby agreed that the recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

Section 1. Article 3.5 Term is amended to extend the term of the Agreement through June 30, 2018.

Section 2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

Section 3. Affirmation of Agreement; Warranty Re: Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of tie or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Section 4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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Section 5. Authority. The person(s) executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound

IN WITNESS WHEREOF, City and Contractor have entered into this First Amendment as of the date set forth above.

CITY OF BANNING

By: _____
James E. Smith, Interim City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
David J. Aleshire, City Attorney

"CONSULTANT"
INNOVATIVE FEDERAL STRATEGIES, LLC

By: _____

CITY COUNCIL AGENDA
PUBLIC HEARING

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution No. 2015-42, "Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2015/2016"**

RECOMMENDATION: The City Council adopt Resolution No. 2015-42:

I. "Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2015/2016," pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code.

II. Authorizing and directing the City Clerk to file the diagram and assessment with the Riverside County Assessor/County Clerk-Recorder's Office.

JUSTIFICATION: The adoption of Resolution No. 2015-42 is essential to confirm the assessments for the Fiscal Year 2015/2016 update of Landscape Maintenance District No. 1.

BACKGROUND: In accordance with the "Landscaping and Lighting Act of 1972" of the Streets and Highways Code, the City Council adopted a resolution ordering the formation of Landscape Maintenance District (LMD) No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution No. 2005-36 on May 10, 2005. A map displaying the District is attached herewith as Exhibit "A".

On February 10, 2015, the City Council adopted Resolution No. 2015-08, and initiated proceedings to update LMD No.1 for the next fiscal year and ordered the preparation of the Engineer's Report. Subsequently, on April 14, 2015, the City Council adopted Resolution No. 2015-23, approving the Engineer's Report and setting the date for the public hearing to levy and collect the assessments. Resolution No. 2015-42, if approved, will confirm the assessments for the Fiscal Year 2015/2016. The schedule updating Landscape Maintenance District No. 1 is shown on the attached Exhibit "B", and the Notice of Public Hearing is shown on the attached Exhibit "C".

FISCAL DATA: Based on the assessments, the estimated revenues for Fiscal Year 2015/16 for LMD No. 1 will be approximately $136,562.00. The annual assessment for a single-family dwelling would remain the same as the last two fiscal years, ranging from $98.91 to $200.44. The assessment revenues will fund the following estimated costs for FY 15/16: maintenance contract ($71,440.00); electric and water utility costs ($34,000.00); miscellaneous costs ($23,122.00), such as additional planting materials, irrigation repairs, and landscape architect costs; Public Works staff to manage and oversee the LMD ($6,000.00), and incidentals ($2,000.00) for County Assessor's Roll charge, Public Hearing Advertisement, and computer services with Rapid Data.

RECOMMENDED BY:

Art Vela,
Acting Director of Public Works

REVIEWED/APPROVED BY:

Dean Martin,
Interim City Manager/
Administrative Services Director

RESOLUTION NO. 2015-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BANNING'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council of the City of Banning has by its Resolution No. 2015-08 initiated proceedings for the levy and collection of assessments for the 2015/2016 Fiscal Year for Landscape Maintenance District No. 1, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code; and

WHEREAS, the City Council has ordered the preparation of the Engineer's Report, and the City Engineer has prepared and filed with the City Clerk a report pursuant to law for the City Council's consideration, and subsequently thereto the City Council adopted its Resolution No. 2015-23, approving the report of the Engineer and declaring the intention of the City Council to order the levy and collection of assessments to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities in the City of Banning for the Fiscal Year commencing July 1, 2015 and ending June 30, 2016.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. Following notice duly given by publication, the City Council has held a full and fair public hearing regarding the levy of the proposed assessment within Landscape Maintenance District No. 1 for the Fiscal Year commencing July 1, 2015 and ending June 30, 2016, to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping and storm drain facilities installed and constructed within public places in the City of Banning, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code. All interested persons were offered the opportunity to hear and be heard regarding protests and objections to the levy and collection of the proposed assessment against lots or parcels of real property within City of Banning, Landscape Maintenance District No. 1. All protests and objections to the levy and collection of the proposed assessments for the Fiscal Year commencing on July 1, 2015 and ending on June 30, 2016, are hereby overruled by the City Council.

SECTION 3. The City Council hereby orders the maintenance and servicing of the existing and proposed public landscape facilities installed and constructed in public places in the City of Banning and hereby confirms the diagram and assessment set forth in the Engineer's Report.

SECTION 4. The assessment is in compliance with the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code and with any applicable provisions of Proposition 218.

SECTION 5. The assessment is levied without regard to property valuation.

SECTION 6. The assessment is levied for the purpose of paying the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities installed and constructed in public places in the City of Banning for the Fiscal Year commencing on July 1, 2015 and ending on June 30, 2016.

SECTION 7. The adoption of Resolution No. 2015-42 constitutes the levy of an assessment for the Fiscal Year commencing on July 1, 2015 and ending on June 30, 2016.

SECTION 8. The maintenance and servicing of public landscaping facilities shall be performed pursuant to law and the County Assessor/Recorder-Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

SECTION 9. The Administrative Services Director shall deposit all monies representing assessments collected by the County to the credit of a special fund known as Improvement Fund, Landscape Maintenance District No. 1.

SECTION 10. The City Clerk is hereby authorized and directed to file the assessment, or a certified copy of the assessment, with the Riverside County, Assessor's Office, together with a certified copy of Resolution 2015-42 upon its adoption.

SECTION 11. A certified copy of the assessment shall be filed in the Office of the City Clerk, with a duplicate copy on file in the Office of the City Engineer and open for public review.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM
AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-42 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

EXHIBIT "A"

LANDSCAPE MAINTENANCE DISTRICT NO. 1
FOR
FISCAL YEAR 2015/2016

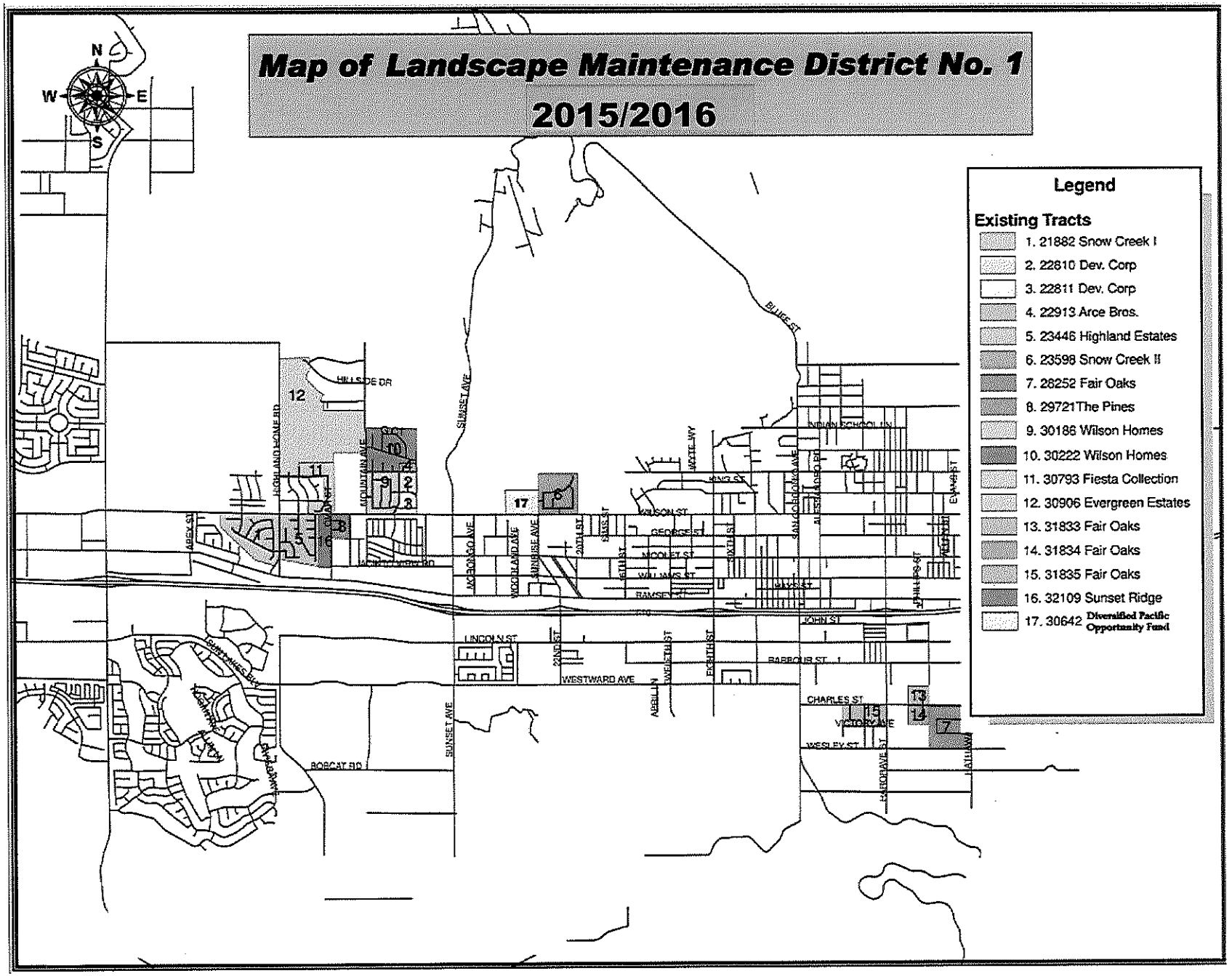

Map of Landscape Maintenance District No. 1
2015/2016
N
W
E
S
Legend
Existing Tracts
1. 21882 Snow Creek I
2. 22810 Dev. Corp
3. 22811 Dev. Corp
4. 22913 Arce Bros.
5. 23446 Highland Estates
6. 23598 Snow Creek II
7. 28252 Fair Oaks
8. 29721The Pines
9. 30186 Wilson Homes
10. 30222 Wilson Homes
11. 30793 Fiesta Collection
12. 30906 Evergreen Estates
13. 31833 Fair Oaks
14. 31834 Fair Oaks
15. 31835 Fair Oaks
16. 32109 Sunset Ridge
17. 30642 Diversified Pacific Opportunity Fund
BLUME ST
SUNSET AVE
HILLSIDE DR
HIGHLAND VIEW RD
MOUNTAIN AVE
ABEX ST
WILSON ST
GEORGE ST
MCCOLET ST
WILLIAMS ST
RAMSEY ST
KING ST
JOHN ST
LINCOLN ST
WESTWARD AVE
BARBOUR ST
CHARLES ST
VICTORY AVE
WESLEY ST
BOBCAT RD
ABELIA LN
INDIAN SCHOOL LN
ALESSANDRO BLVD
JANICE CIRCLE AVE
MOTTE HWY
EVANS ST
PHILLIPS ST
HARPER AVE
MARION ST
WOODLAND AVE
SUNBURST AVE
JACKSON AVE
20TH ST
21ST ST
22ND ST
SIXTH ST
EIGHTH ST

EXHIBIT "B"

SCHEDULE UPDATING LANDSCAPE MAINTENANCE DISTRICT NO. 1

Item	Council Meeting
Resolution Initiating Update	February 10, 2015
Resolution of Intention and Approving Engineer's Report	April 14, 2015
Public Hearing and Resolution Confirming Assessment	May 26, 2015

EXHIBIT "C"

NOTICE OF PUBLIC HEARING
FOR
RESOLUTION NO. 2015-42, "CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BANNING'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016"

RECORD GAZETTE

May 15, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held at a regular City Council Meeting on Tuesday, May 26, 2015, at 5:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California regarding Resolution No. 2015-42, "Confirming a Diagram and the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2015/16."

ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or send their written comments to the City Clerk, P.O. Box 998, Banning, California 92220.

Information regarding the foregoing can be obtained by contacting the Engineering Division of the Public Works Department at the above address or by telephone at 951-922-3130. Data relevant to this matter will be available for public viewing at Banning City Hall, 99 E. Ramsey Street, Banning, California for the period of 10 days prior to the Public Hearing.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, if a public hearing is held on the proposal, you or someone else must have raised those issues at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE CITY CLERK of the City of Banning, California.

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

DATED: May 6, 2015
PUBLISH: May 15, 2015

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CITY COUNCIL MEETING
PUBLIC HEARING

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Brian Guillot, Acting Community Development Director**

SUBJECT: **Consideration of Ordinance No. 1488 Approving the Categorical Exemption and Zone Text Amendment No. 15-97502 to Amend Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) and Zone Text Corrections within Section 17.08.050 (Accessory Structures) and Section 17.64.060 (Council Action on Amendments) of Title 17 (Zoning Ordinance) of the City of Banning Municipal Code**

RECOMMENDATION:

The Planning Commission recommends that the City Council:

1. Conduct a public hearing on the Categorical Exemption and Zone Text Amendment No. 15-97502; and

2. Introduce Ordinance No. 1488 (Attachment 1) to approve:

    a. Categorical Exemption and Zone Text Amendment No. 15-97502.

JUSTIFICATION:

Over the course of the year, staff has reviewed the City's Zoning Ordinance to identify existing inconsistencies and to present recommendations with respect to amendments to reflect policy directions in order to address regulated land uses.

On May 6, 2015, the Planning Commission conducted a duly noticed Public Hearing and adopted Resolution No. 2015-03 (Attachment 2) forwarding a recommendation to the City Council the adoption of Ordinance No. 1488 relating to: 1) Conditional Use Permits required for churches, assembly uses and meeting halls; 2) Conditional Use Permits required for restaurants serving or not serving alcohol; 3) required setbacks for accessory structures; and, 4) required City Council action for approval of Zoning Ordinances and Amendments.

Churches, Assembly Uses and Meeting Halls - As stated in the City's Zoning Ordinance, conditional uses are unique and their effect on the surrounding environment cannot be determined in advance of the use being proposed for a particular location. At the time of an application, a review of the location, design, configuration, and potential impact of the proposed use is conducted by comparing the use to established development standards and design guidelines. This review also determines whether the proposed use should be permitted by weighing the public need for the benefit to be derived from the use, against any negative or undesirable impacts which it may cause. Additionally, limitations which the Planning

Commission might want to impose, could include restrictions on the hours of business operation; restrictions on the number of clients or patients which the business may service at any one time; increased visual and sound barriers; improved technologies or equipment which lessen any noise, light or odor emitted by the business or other use; as well as any other conditions which could help make the use more compatible with the neighborhood in which it is proposed to be located.

Uses such as churches, assembly uses and meeting halls are examples of land uses which should be further evaluated due to potential impacts relating to occupancy, hours of operation, on-site activities, traffic and vehicular circulation, and off-street parking. Additionally, in some instances, churches, assembly uses and meeting halls topically propose to occupy an existing building or facility, which may or may not have been originally designed for such land uses.

By requiring a Conditional Use Permit for churches, assembly uses and meeting halls, a consistency can be maintained on how these uses can be adequately regulated within the City.

17.12.020 – Permitted, Conditional and Prohibited Commercial and Industrial Uses. Table 17.12.020, as it relates to churches, assembly uses and meeting halls is hereby amended, as follows:

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Churches	~~X~~ C	~~X~~ C	~~X~~ C	C	C	X	C	~~X~~ C
Theaters and Meeting Halls	~~P~~ C	~~P~~ C	~~X~~ C	C	~~X~~ C	~~C~~ X	~~X~~ C	~~X~~ C

Restaurants - Whether serving or not serving alcohol, restaurants are another example of a land use which should be further evaluated, particularly in the industrial districts where commercial uses are not typically common. By requiring a Conditional Use Permit for restaurants within the Industrial (I), Airport Industrial (AI) and Industrial-Mineral Resources (I-MR) zoning districts, the compatibility with the surrounding land uses can be examined and, if necessary, appropriately regulated.

17.12.020 – Permitted, Conditional and Prohibited Commercial and Industrial Uses. Table 17.12.020, as it relates to restaurants, is hereby amended, as follows:

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Restaurants, no beer, wine or liquor sales	P	P	P	~~C~~ P	~~X~~ C	~~P~~ C	P	~~X~~ C
Restaurants, serving beer, wine or liquor	P	P	P	P	~~X~~ C	~~P~~ C	P	~~X~~ C

Setbacks for Accessory Structures - Pursuant to Section 17.24.120 (Projections into Setbacks), *"Accessory structures may be built to within 5 feet of the side property lines."* However, Section 17.08.050 (Accessory Structures) states, *"Accessory structures may be built to the interior side and rear property lines."* Therefore, this proposed amendment will establish a consistency between Sections 17.08.050 and 17.24.120.

17.08.050 – Accessory Structures. Section 17.08.050 is amended as follows:

> "Accessory structures in residential zoning districts shall be compatible with the materials and architecture of the primary dwelling of the property. Accessory structures may only be constructed on a lot containing a main dwelling unit. Accessory structures may be built to **within 5 feet of** the interior side and rear property lines as long as these structures are not closer than 10 feet to any other structure."

Approval of Zoning Ordinances - In accordance with California Government Code §65853, *"A zoning ordinance or an amendment to a zoning ordinance, which amendment changes any property from one zone to another or imposes any regulation listed in Section 65850 not theretofore imposed or removes or modifies any such regulation theretofore imposed shall be adopted in the manner set forth in Sections 65854 to 65857, inclusive. Any other amendment to a zoning ordinance may be adopted as other ordinances are adopted."* This is interpreted to mean that amendments to the City's Zoning Ordinance shall be adopted by an ordinance by the City Council. However, Section 17.64.060 (Council Action on Amendments) states, *"Amendments to the General Plan Land Use/Zoning District map shall be adopted by resolution."* Therefore, this proposed amendment will establish compliance with the California Government Code.

17.64.060 – Council Action on Amendments. Section 17.64.060 is amended as follows:

> "Upon receipt of the Commission's recommendation, the Council may approve, approve with modifications, or disapprove the proposed amendment based upon the findings. Amendments to the General Plan Land Use/Zoning District map shall be adopted by ~~resolution~~ **ordinance**. Amendments to the text of the General Plan shall be adopted by ~~resolution~~ **ordinance**."

ENVIRONMENTAL DETERMINATION:

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment No. 15-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

REQUIRED FINDINGS:

The California Government Code and Section 17.116.050 of the City of Banning Zoning Ordinance require that Zone Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 15-97503.

Finding No. 1: Proposed Zone Text Amendment No. 15-97502 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Zone Text Amendment No. 15-97502 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in clarifying the implementation of the goals, policies and programs of the General Plan. The primary General Plan Land Use Goals state *"A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents"* and *"Preserve and enhance the City's Neighborhoods."* The proposed amendments to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) are intended to establish a consistency whereby churches and other similar assembly uses are regulated within the City. The proposed amendment to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) is also intended to permit restaurants not serving beer, wine or liquor within the Professional Office (PO) zoning district of the City, and conditionally permit restaurants serving or not serving beer, wine or liquor within the Industrial (I), Airport Industrial (AI) and Industrial – Mineral Resources (I-MR) zoning districts of the City. The proposed amendment to Section 17.08.050 (Accessory Structures) is to establish a consistency with 17.24.120 (Projections into Setbacks) of the setback requirement for accessory structures. The proposed amendment to Section 17.64.060 (Council Action on Amendments) is to correct the action by which General Plan Amendments may be taken by the City Council. Therefore, the proposed zone text amendments will foster methods to provide functional land use patterns and preserving the City's neighborhoods, thereby enhancing the quality of life within the City.

Finding No. 2: Proposed Zone Text Amendment No. 15-97502 is internally consistent with the Zoning Ordinance.

Findings of Fact: Proposed Zone Text Amendment No. 15-97502 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) are intended to establish a consistency whereby churches and other similar assembly uses are regulated within the City. The proposed amendment to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) is also intended to permit restaurants not serving beer, wine or liquor within the Professional Office

(PO) zoning district of the City, and conditionally permit restaurants serving or not serving beer, wine or liquor within the Industrial (I), Airport Industrial (AI) and Industrial – Mineral Resources (I-MR) zoning districts of the City. The proposed amendment to Section 17.08.050 (Accessory Structures) is to establish a consistency with 17.24.120 (Projections into Setbacks) of the setback requirement for accessory structures. The proposed amendment to Section 17.64.060 (Council Action on Amendments) is to correct the action by which General Plan Amendments may be taken by the City Council. Therefore, the proposed zone text amendments will eliminate inconsistencies within the Zoning Ordinance.

Finding No. 3: The Planning Commission has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment No. 15-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

PUBLIC COMMUNICATION

The proposed Categorical Exemption and Zone Text Amendment was advertised in the Record Gazette newspaper on May 15, 2015 (Attachment 3). As of the date of this report, staff has not received any verbal or written comments for or against the proposal.

FISCAL IMPACT:

There will not be a fiscal impact to the City's General Fund as a result of the recommended action.

CONCLUSION:

The Planning Commission recommends that the City Council adopt Ordinance No. 1488 approving:

1. Categorical Exemption for Zone Text Amendment No. 15-97502; and
2. Zone Text Amendment No. 15-97502.

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

APPROVED BY:

Dean Martin
Interim City Manager/
Interim Administrative Services Director

PREPARED BY:

Oliver Mujica
Contract Planner

ATTACHMENTS:

1. Ordinance No. 1488
2. Planning Commission Resolution No. 2015-03
3. Public Hearing Notice

ATTACHMENT 1
Ordinance No. 1488

ORDINANCE NO. 1488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING A CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97502 TO AMEND TABLE 17.12.020 (PERMITTED, CONDITIONAL AND PROHIBITED COMMERCIAL AND INDUSTRIAL USES) AND ZONE TEXT CORRECTIONS WITHIN SECTION 17.08.050 (ACCESSORY STRUCTURES) AND SECTION 17.64.060 (COUNCIL ACTION ON AMENDMENTS) OF TITLE 17 (ZONING ORDINANCE) OF THE CITY OF BANNING MUNICIPAL CODE

WHEREAS, a review of the City's Zoning Ordinance has been conducted to identify existing inconsistencies and recommendations have been presented with respect to amendments to reflect policy directions in order to address regulated land use; and

WHEREAS, the need has been identified to clarify the zoning districts in which churches and other assembly uses are conditionally permitted within Chapter 17.12 (Commercial and Industrial Districts) of the City of Banning Municipal Code; and

WHEREAS, the need has also been identified to clarify the zoning districts in which restaurants not serving beer, wine or liquor and restaurants, serving beer, wine or liquor are permitted or conditionally permitted within Chapter 17.12 (Commercial and Industrial Districts) of the City of Banning Municipal Code; and

WHEREAS, the need has also been identified to correct the inconsistency between Section 17.08.050 (Accessory Structures) and Section 17.24.120 (Projections into Setbacks), regarding setback requirements for accessory structures, of the City of Banning Municipal Code; and

WHEREAS, the need has also been identified to correct the action by which General Plan Amendments under Section 17.64.060 (Council Action on Amendments) of the City of Banning Municipal Code is taken; and

WHEREAS, the City Council has authority per Chapter 17.116 (Zoning Ordinance Amendments) of the City of Banning Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, on May 6, 2015, during a duly advertised public hearing, the Planning Commission adopted Resolution No. 2015-03 recommending to the City Council the adoption of Ordinance No. 1488 approving the Categorical Exemption and Zone Text Amendment No. 15-97502; and

WHEREAS, on the 15th day of May, 2015, the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Categorical Exemption and Zone Text Amendment would be considered; and

WHEREAS, on the 26th day of May, 2015, the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the proposed amendments, and at which time the City Council considered the Categorical Exemption and Zone Text Amendment No. 15-97502; and

WHEREAS, at this public hearing on the 26th day of May, 2015, the City Council considered and heard public comments on the proposed Categorical Exemption and Zone Text Amendment; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the 26th day of May, 2015.

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

SECTION 1. ENVIRONMENTAL.

California Environmental Quality Act (CEQA)
In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)
The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS.

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zone Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 15-97502.

Finding No. 1: Proposed Zone Text Amendment No. 15-97502 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Zone Text Amendment No. 15-97502 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in clarifying the implementation of the goals, policies and programs of the General Plan. The primary General Plan Land Use Goals state *"A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents"* and *"Preserve and enhance the City's Neighborhoods."* The proposed amendments to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) are intended to establish a consistency whereby churches and other similar assembly uses are regulated within the City. The proposed amendments to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) is also intended to permit restaurants not serving beer, wine or liquor within the Professional Office (PO) zoning district of the City, and conditionally permit restaurants serving or not serving beer, wine or liquor within the Industrial (I), Airport Industrial (AI) and Industrial-Mineral Resources (I-MR) zoning districts of the City. The proposed amendment to Section 17.08.050 (Accessory Structures) is to establish a consistency with 17.24.120 (Projections into Setbacks) of the setback requirement for accessory structures. The proposed amendment to Section 17.64.060 (Council Action on Amendments) is to correct the action by which General Plan Amendments may be taken by the City Council. Therefore, the proposed zone text amendments will foster methods to provide functional land use patterns and preserving the City's neighborhoods, thereby enhancing the quality of life within the City.

Finding No. 2: Proposed Zone Text Amendment No. 15-97502 is internally consistent with the Zoning Ordinance.

Findings of Fact: Proposed Zone Text Amendment No. 15-97502 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) are intended to establish a consistency whereby churches and other similar assembly uses are regulated within the City.

The proposed amendment to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) is also intended to permit restaurants not serving beer, wine or liquor within the Professional Office (PO) zoning district of the City, and conditionally permit restaurants serving or not serving beer, wine or liquor within the Industrial (I), Airport Industrial (AI) and Industrial-Mineral Resources (I-MR) zoning districts of the City. The proposed amendment to Section 17.08.050 (Accessory Structures) is to establish a consistency with 17.24.120 (Projections into Setbacks) of the setback requirement for accessory structures. The proposed amendment to Section 17.64.060 (Council Action on Amendments) is to correct the action by which General Plan Amendments may be taken by the City Council. Therefore, the proposed zone text amendments will eliminate inconsistencies within the Zoning Ordinance.

Finding No. 3: The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. **Adoption of Categorical Exemption.** In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15061 the City Council hereby adopts the Categorical Exemption prepared pursuant to CEQA Guidelines Section 15061(b)(3) for Zone Text Amendment No. 15-97502.

2. **Approve Zone Text Amendment No. 15-97502.**

a. Banning Municipal Code Table 17.12.020 is hereby amended, as follows:

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Churches	~~X~~ C	~~X~~ C	~~X~~ C	C	C	X	C	~~X~~ C
Theaters and Meeting Halls	~~P~~ C	~~P~~ C	~~X~~ C	C	~~X~~ C	~~C~~ X	~~X~~ C	~~X~~ C
Restaurants, not beer, wine or liquor sales	P	P	P	~~C~~ P	~~X~~ C	~~P~~ C	P	~~X~~ C
Restaurants, serving beer, wine or liquor	P	P	P	P	~~X~~ C	~~P~~ C	P	~~X~~ C

b. Banning Municipal Code §17.08.050 is hereby amended, as follows:

"Accessory structures in residential zoning districts shall be compatible with the materials and architecture of the primary dwelling of the property. Accessory structures may only be constructed on a lot containing a main dwelling unit. Accessory structures may be built to within 5 feet of the interior side and rear property lines as long as these structures are not closer than 10 feet to any other structure."

c. Banning Municipal Code §17.64.060 is hereby amended, as follows:

"Upon receipt of the Commission's recommendation, the Council may approve, approve with modifications, or disapprove the proposed amendment based upon the findings. Amendments to the General Plan Land Use/Zoning District map shall be adopted by ~~resolution~~ ordinance. Amendments to the text of the General Plan shall be adopted by ~~resolution~~ ordinance."

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. PUBLICATION; EFFECTIVE DATE.

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2015.

_____
Deborah Franklin, Mayor
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Lona Laymon, Asst. City Attorney
Aleshire & Wynder, LLP

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1488 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the _____ day of _____, 2015, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

Planning Commission Resolution No. 2015-03

RESOLUTION NO. 2015-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA RECOMMENDING APPROVAL TO THE CITY COUNCIL OF CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97502 RELATING TO THE AMENDMENTS TO TABLE 17.12.020 (PERMITTED, CONDITIONAL AND PROHIBITTED COMMERCIAL AND INDUSTRIAL USES) AND ZONE TEXT CORRECTIONS WITHIN SECTION 17.08.050 (ACCESSORY STRUCTURES) AND SECTION 17.64.060 (COUNCIL ACTION ON AMENDMENTS) OF TITLE 17 (ZONING ORDINANCE) OF THE BANNING MUNICIPAL CODE

WHEREAS, staff has conducted a review of the City's Zoning Ordinance to identify existing inconsistencies and presented recommendations with respect to amendments to reflect policy directions in order to address regulated land use; and

WHEREAS, staff has identified the need to clarify the zoning districts in which churches and other assembly uses are conditionally permitted within Chapter 17.12 (Commercial and Industrial Districts) of the City of Banning Municipal Code; and

WHEREAS, staff has also identified the need to clarify the zoning districts in which restaurants not serving beer, wine or liquor and restaurants, serving beer, wine or liquor are permitted or conditionally permitted within Chapter 17.12 (Commercial and Industrial Districts) of the City of Banning Municipal Code; and

WHEREAS, staff has also identified the need to correct the inconsistency between Section 17.08.050 (Accessory Structures) and Section 17.24.120 (Projections into Setbacks), regarding setback requirements for accessory structures, of the City of Banning Municipal Code; and

WHEREAS, staff has also identified the need to correct the action by which General Plan Amendments under Section 17.64.060 (Council Action on Amendments) of the City of Banning Municipal Code is taken; and

WHEREAS, the Planning Commission has authority pursuant to Section 17.116.030 (Planning Commission Action on Amendments) of the City of Banning Municipal Code to make a written recommendation to the City Council to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, the City has reviewed the proposed Zone Text Amendment for compliance with the California Environmental Quality Act (CEQA) and it is determined that Zone Text Amendment No. 15-97502 is not a 'project" under CEQA Guidelines 15061(b)(3); and

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WHEREAS, on April 24, 2015, the City gave public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the project, which included the Categorical Exemption and Zone Text Amendment No. 15-97502; and

WHEREAS, on May 6, 2015, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the project and at which the Planning Commission considered the Categorical Exemption and Zone Text Amendment No. 15-97502.

NOW THEREFORE, the Planning Commission of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS.

The following environmental findings are made and supported by substantial evidence on the record before the Planning Commission, including and incorporating all evidence in the staff report and attendant attachments thereto:

California Environmental Quality Act (CEQA)
In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment No. 15-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)
The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS FOR ZONE TEXT AMENDMENT NO. 15-97502.

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zone Text Amendments meet certain findings prior to recommendation of approval by the Planning Commission and approval by the City Council. The Planning Commission hereby makes the following findings, as supported by substantial evidence on the record including and incorporating all facts and evidence in the staff report and its attendant attachments, in support of the recommendation for approval of the Zone Text Amendment No. 15-97502:

Finding No. 1: Proposed Zone Text Amendment No. 15-97502 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Zone Text Amendment No. 15-97502 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in clarifying the implementation of the goals, policies and programs of the General Plan. The primary General Plan Land Use Goals state *"A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents"* and *"Preserve and enhance the City's Neighborhoods."* The proposed amendments to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) are intended to establish a consistency whereby churches and other similar assembly uses are regulated within the City. The proposed amendment to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) is also intended to permit or conditionally permit restaurants not serving beer, wine or liquor and restaurants, serving beer, wine or liquor as a permitted within the Industrial (I) zoning district of the City. The proposed amendment to Section 17.08.050 (Accessory Structures) is to establish a consistency with 17.24.120 (Projections into Setbacks) of the setback requirement for accessory structures. The proposed amendment to Section 17.64.060 (Council Action on Amendments) is to correct the action by which General Plan Amendments may be taken by the City Council. Therefore, the proposed zone text amendments will foster methods to provide functional land use patterns and preserving the City's neighborhoods, thereby enhancing the quality of life within the City.

Finding No. 2: Proposed Zone Text Amendment No. 15-97502 is internally consistent with the Zoning Ordinance.

Findings of Fact: Proposed Zone Text Amendment No. 15-97502 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) are intended to establish a consistency whereby churches and other similar assembly uses are regulated within the City. The proposed amendment to Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Use) is also intended to permit or conditionally permit restaurants not serving beer, wine or liquor and restaurants, serving beer, wine or liquor as a permitted within the Industrial (I) zoning district of the City. The proposed amendment to Section 17.08.050 (Accessory Structures) is to establish a consistency with 17.24.120 (Projections into Setbacks) of the setback requirement for accessory structures. The proposed amendment to Section 17.64.060 (Council Action on Amendments) is to correct the action by which

General Plan Amendments may be taken by the City Council. Therefore, the proposed zone text amendments will eliminate inconsistencies within the Zoning Ordinance.

Finding No. 3: The Planning Commission has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment No. 15-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. PLANNING COMMISSION ACTION.

The Planning Commission hereby takes the following action:

Adoption of Planning Commission Resolution No. 2015-03:

1. Recommending to the City Council the adoption of a Categorical Exemption for Zone Text Amendment No. 15-97502; and

2. Recommending to the City Council the adoption of Ordinance No. 1488 approving Zone Text Amendment No. 15-97502.

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PASSED, APPROVED AND ADOPTED this 6th day of May 2015.

Eric Shaw, Vice-Chairman
Banning Planning Commission

APPROVED AS TO FORM
AND LEGAL CONTENT:

Christy M. Lopez
Aleshire & Wynder, LLP
Assistant City Attorney
City of Banning, California

ATTEST:

Sandra Calderon

Sandra Calderon, Recording Secretary
City of Banning, California

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CERTIFICATION:

I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2015-03, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 6th day of May, 2015, by the following vote, to wit:

AYES: Ellis, Shaw, Price

NOES: None

ABSENT: Siva, Briant

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Recording Secretary
City of Banning, California

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ATTACHMENT 3
Public Hearing Notice

Proud History
Prosperous Tomorrow

NOTICE OF PUBLIC HEARING

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held on Tuesday, May 26, 2015, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the following:

ORDINANCE NO. 1488: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING A CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97503 TO AMEND TABLE 17.12.020 (PERMITTED, CONDITIONAL AND PROHIBITTED COMMERCIAL AND INDUSTRIAL USES) AND ZONE TEXT CORRECTIONS WITHIN SECTION 17.08.050 (ACCESSORY STRUCTURES) AND SECTION NO. 17.64.060 (COUNCIL ACTIONS ON AMENDMENT) OF TITLE 17 (ZONING ORDINANCE) OF THE CITY OF BANNING MUNICIPAL CODE

Information regarding this matter can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting City Hall located at 99 East Ramsey Street, Banning.

All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Community Development Department of the City of Banning at P.O. Box 998, Banning, California, 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the Acting Community Development Director at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE ACTING COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Brian Guillot
Acting Community Development Director

Dated: May 12, 2015
Publish: May 15, 2015

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CITY COUNCIL MEETING
PUBLIC HEARING

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Brian Guillot, Acting Community Development Director**

SUBJECT: **Request for Waiver of Fees in Accordance with Section 15.72.050 of the Building Ordinance Submitted by LDG Holdings of La Jolla, California 649 W. Lincoln Street (APN's 540-220-008; 540-220-009; and, 540-220-017)**

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing; and
2. Provide direction to staff regarding the requested waiver of fees, following (2) options:
    a) Should the City Council desire to further consider the waiver of fees request, staff recommends that the City Council continue this item to a future regularly scheduled City Council meeting. Under this option, staff is requesting guidance from the City Council regarding the supporting language for the necessary findings related to the waiver of fee request so that any such approving resolution may be appropriately prepared. It should be noted that Section 15.72.050 of the Building Ordinance of the City of Banning Municipal Code requires the City Council to make certain findings before waiving the requirement for payment of any of the listed fees (please see Attachment 1 - Chapter 15.72). Should the City Council desire to consider waiving the listed fees, or other fees, it is necessary that the applicant identify a proposed land use for the project along with providing data to support a benefit to the City so that the necessary findings may be prepared. Additionally, the applicant should submit the preliminary concept plans illustrating how the proposed project is to be developed in order to demonstrate compliance with the development standards (i.e., vehicular circulation, off-street parking, emergency fire access, landscaping, etc.). Staff finds this to be necessary do to the fact that the applicant is proposing to complete only two (2) of the three (3) subject properties that contain the entire project; or

    b) Should the City Council desire to deny the waiver of fees request, the City Council may then find and determine that the request for the waiver of fees does not contain sufficient facts as presented to approve the waiver of fees, and therefore deny the waiver of fees request.

JUSTIFICATION: The City Council received a letter from Mathew C. DiNofia of LDG Holdings of LaJolla, California, dated May 5, 2015, requesting that all fees be waived for the subject project (see Attachment 2). Section 15.72.050 of the Building Ordinance makes provisions for waiver of fees requests.

BACKGROUND: The real property known as 649 W. Lincoln Street consists of 3 parcels of land now under separate ownership (Assessor's parcel numbers 540-220-008; 540-220-009; and, 540-220-017). The site is generally located north of Lincoln Street and west of 4th Street immediately adjacent to the railroad right-of-way and Interstate 10. The project was originally approved on October 20, 2006, through an administrative action. It included the subdivision of three parcels totaling 9.03 acres into a 104 lots industrial condominiums (Tentative Parcel Map 34736), as well as common areas for parking, landscaping and hardscape areas. The total building footprint was proposed to be 109,750 square feet, with two buildings being 2 stories in height, for a total building area of 146,750 square feet.

Unfortunately, the project was abandoned; and, then sold at a tax sale in late 2014. The building permits for this project were issued in February 2007. The building code in effect in the State of California was the California Building Code 2001 Edition. Section 106.4.4 *Expiration* of that code describes the criteria for building permit expiration; and, it also describes the need to issue new permits if the work is suspended or abandoned for 180 days or more (see Attachment 3). The last request for a Building & Safety inspection was scheduled on October 29, 2007, with no activity found in the City records after that date. So it is evident that the permits expired some time in 2008, or thereafter.

The project continues to stand uncompleted. The building structures consist of concrete tilt-up construction with significant damage to the interiors of the structures due to theft of recyclable materials and weathering. The parking lot, landscaping, and offsite improvements were never completed. **There is an urgent desire on the part of the City to either have the project completed; or, have it demolished so that it will not continue as a public nuisance, and the land may be utilized for a different development project in the future.** Critical to the completion of the project is the cooperation of the three separate owners as the existing structures cross property lines, and there are common areas shared by the development (utilities, parking, landscaping, etc.).

The issuance of new building permits would require the consent of all property owners as the existing buildings cross property lines. Unfortunately, the applicant acknowledged in paragraph 5 of their letter, dated May 4, 2015, that in may be impossible to unite the different owners. Additionally, the applicant would be required to submit updated construction documents for review and approval of the various City departments as the permits have expired. Furthermore, the applicant has not identified a proposed final use. This is important because the property is currently split zoned, that is the westerly one-third is zoned General Commercial (GC) while the easterly two-thirds is zoned Industrial (I).

Property Owners

The latest tax rolls reflect the following mailing addresses for the payment of taxes:

APN 540-220-008 (westerly parcel, 1.98 acres)
Zukaza
23772 Coronel
Mission Viejo, CA 92691

APN 540-220-009 (middle parcel, 3.94 acres)
40 Bruin Lancaster
12671 High Bluff, Suite 150
San Diego, CA 92130

APN 540-220-017 (easterly parcel, 3.11 acres)
Palm Investment Group
P.O. Box 24066
Los Angeles, CA 90024

FEES: The City Council may waive the requirement for the payment of the following listed fees or other fees as described in Section 15.72.050 of the Building Ordinance. Also, the City is responsible for collecting and forwarding the pass through fees. If the City Council determines to waive the payment of the pass through fees, the City may be required to pay these fees to the State of California or the regional agency that is responsible for their collection.

Listed below is a recapitulation of the fees already paid by the previous developer in 2006/2007, along with a column listing the fee amounts due. The fees due would be required to be paid prior to issuance of a building permit.

By way of explanation, some fees reimburse direct costs to the City, while other fees provide for future expansion of City facilities, or programs. For the purposes of categorizing the fees as list below, the following designations are provided:

F=Fees used to construct City facilities, or a program in the **future** (Development Impact Fee).

O=Fees used to reimburse **operating** expenses.

Recapitulation of Fees

No.	Fee	F	O	Paid	Due
Listed Fees (in Section 15.72.050)					
1	Fire Facilities fee	x			$64,000
2	Police Facilities fee	x			$13,400
3	General Facilities fee	x		$478	
4	Traffic Control Facility fee	x		$250	
5	Park Land fee	x		$1,233	
6	Building Permit fee		x	$34,672	$34,672*
7	Water Connection fee	x			$253,843
8	Sewer Connection fee	x			$177,190
Other Fees					
9	General Plan	x		$9,970	
10	Energy Conservation	x		$60	
11	Disaster Education Materials (Fire)		x	$5	
12	Fire Plan Check		x	$472	
13	Fire Inspection		x	$118	
14	Grading Plan Check/Inspection		x	$32,857	$5,000*
15	Grading Permit		x	$15	$15
16	Plan/Computer Storage fee		x	$65	
17	Building Plan Check		x	$22,087	$22,087*
18	Water Meter fee		x		$5,975
19	Water Frontage fee		x		$19,026
20	Sewer Frontage fee		x		(none required)
21	Electric Meter Installation fee		x	$250	$226
22	In Aid of Construction (Electric)		x	$100,000	$182,094*
Pass Through Fees					
23	Multi-Species Habitat Conservation Plan (MSHCP)	x		$55,179	
24	Transportation Uniform Mitigation Fee (TUMF)	x		$157,526	
25	Strong Motion Instrumentation and Seismic Hazard (SMIP)	x		$650	
26	Building Standards Commission	x			$800*
Total				$415,887	$778,328*

*Fee is estimated

Department Survey of Fees Paid or Due

There are additional fees that city departments may require to reimburse the cost of reviewing and approving project proposals that have elements specific to the project such as processing a parcel map or lot line adjustment. The following notes, by department, are added for consideration.

Public Works (streets, water, wastewater, grading)

The following fees have been collected by Public Works related to the subject project:

Plan Check: $32,857
Inspection: $70,005
Lot Line Adjustment: $605
Tentative Parcel Map: $1,172
Grading Plan Check/Permit: $7,132
Parcel Map: $4,379

Fees that are due:

Final Map Review: $10,624
Sewer/Water Connection Fees: $450,059
Re-inspection fees: $5,000
Plan check fees to be calculated based upon resubmittal changes to the project.

Community Development (Planning, Building & Safety)

Fees that have been paid:
Tentative Map: $8,910
Design Review: $4,425
Site Plan Review: $5,310
Environmental: $4,766
Building & Safety Plan Check: $21,804.51

Fees that are due:
Landscaping plan check fee: $2,030
Plan check fees to be calculated based upon resubmittal changes to the project.

(Please see Attachment 4 for a list of fees paid and due including a list of receipts)

Electric

Fees that have been paid/Fees that are due:

In April of 2007 the Electric Service Contract (in aid of construction) amount was $282,094.00. A deposit of $100,000 towards this contract was paid in November of 2007. The remainder would have to be adjusted to reflect today's costs. This cost can be re-estimated with the approved building plans and load calculations for each unit provide by the developer to the electric utility.

A final inspection of substructures (vaults and transformer pads) wasn't completed before this project was abandoned and the current condition of the existing substructures is unknown. The developer will be required to clean all substructures so they can be inspected. Missing or damaged conduits and substructures will be required to be installed or replaced by the developer.

Police/Fire

Fees that have been paid:
Fire Facilities fee: $64,000.00
Fire Inspection: $118.00
Fire Plan Check: $472.00
Police Facilities fee: $13,400.00

Fees that are due:
Plan check fees to be calculated based upon resubmittal changes to the project.

Community Services (Parks and Recreation, Transit)

Fees that have been paid:
Park Land: $1,233.00

FINDINGS: The City Council shall make one or more of the following findings before waiving the requirement for payment of any of the listed fees. Along with the findings, staff has prepared comments related to considering the required findings.

The applicant's letter did not provide sufficient information and detail to prepare findings in accordance with Section 17.72.050 of the Building Ordinance. Should the City Council desire to consider waiving the listed fees, or other fees, staff recommends preparing the necessary data and bringing the information back to City Council. Specifically, the applicant has not identified a proposed use for the site, provided the consent of the property owners, or provided a pro-forma or any other information useful in considering their request. Additionally, the applicant should demonstrate some history with successful similar projects.

FINDINGS REQUIRED PER SECTION 17.72.050(B)

1. **The fee is not required for the payment of any outstanding indebtedness of the city, whether such debt is owed to third parties or is intradepartmental, or of any assessment district in the city; and**

   Question: Some enterprise funds have bond debt. Are certain fees used for the repayment of debt (i.e. sewer and water connection fees)?

2. **The fee is not required for the ongoing expenses of any assessment district in the city; and**

   At this time there is no known assessment district connected with this project.

3. **The waiver of the fee will not have an adverse fiscal impact on the ongoing operations of the city; and**

   Question: Plan check fees reimburse staff time and expense. The City has contracts for Fire Services and Building and Safety Services. Waiving plan check fees for these services may result in the City reimbursing these expenses directly due to contractual agreements?

4. **That the waiver does not create a gift of public funds to the beneficiary of the waiver in that by such waiver the city will derive a benefit of equal or greater value from the beneficiary; or**

   Question: The applicant has not identified the benefits to the City, so staff is unable to determine the value of any benefit claimed by the applicant? For example, if the project had the potential to generate sales tax revenue, or employment opportunities, then these items could be measured and presented to City Council for consideration. For sales tax generating projects, it may be more prudent to enter into a sales tax revenue sharing agreement as opposed to waiving fees.

5. **The fee was not properly collected by the city, through no fault of the beneficiary; or**

   There is no active building permit for this project. Any outstanding fees would be collected as a condition to issuing a building permit.

6. **The city council finds that the fee, or the amount of the fee, is not properly chargeable to the beneficiary under the applicable law.**

   All listed fees are supported by an adopted City Council resolution setting the amount; or, other agreements where the City is participating in regional or state plans (for example, the Transportation Uniform Mitigation Fee (TUMF) agreements with Western Riverside Council of Governments).

PUBLIC COMMUNICATION: The request for waiver of fees was advertised in the Record Gazette newspaper on May 15, 2015. Additionally, a notice was sent to all property owners within 300 feet of the subject parcels. As of the date of filing this report, staff has not received any verbal or written comments for or against the proposal.

FISCAL IMPACT: The waiver of fees would impact the City in the amounts waived by City Council. Also, if City Council desires to waive the fees associated with the plan check of construction documents (plans and specifications), the City may incur the direct cost associated with reimbursing plan check consultants under contract with the City. Furthermore, if the City Council determines to waive the payment of pass through fees, the City may be required to pay these fees to the State of California or the regional agency that is responsible for their collection.

APPROVED BY:

Dean Martin
Interim City Manager/
Administrative Services Director

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director Interim

ATTACHMENTS:

1. Building Ordinance Chapter 15.72 *Miscellaneous Development Fees*
2. Letter dated May 4, 2015, from LDG Holdings LLC
3. California Building Code Section 106.4.4 *Expiration*
4. Fees Paid or Due with Receipts
5. Site map
6. Public Hearing Notice

ATTACHMENT 1

(Chapter 15.72 Miscellaneous Development Fees)

Chapter 15.72

MISCELLANEOUS DEVELOPMENT FEES

Sections:

15.72.010 Fire facilities fee.
15.72.020 Police facilities fee.
15.72.030 General city facilities fee.
15.72.040 Traffic control facilities fee.
15.72.050 Waiver of fees.

15.72.010 Fire facilities fee.

A. Each owner of a lot or parcel of property within the city shall pay to the city prior to and as a condition of issuance of a building permit for the construction of any new single-family residential structure on such lot or parcel a fire facilities fee representing the owner's fair share of the estimated cost of the construction of the fire facilities serving the property; provided that no fee shall be required for improvements on lots or parcels for which a fee has been paid under this section or City Ordinance No. 904 (repealed). The amount of the fee shall be set by resolution of this city council.

B. The fees paid pursuant to this section shall be placed in a special fund which may be further segregated by specific project. The fund, and any interest earned thereon, shall be expended solely for acquisition of land, if necessary, and the design and construction of, or reimbursement for construction of, fire facilities and equipment serving the development. (Code 1965, § 22E-1.)

15.72.020 Police facilities fee.

A. Each owner of an unimproved lot or unimproved parcel of property within the city shall pay to the city prior to and as a condition of issuance of a building permit for the construction of any new single-family residential structure on such lot or parcel, a police facilities fee representing the owner's fair share of the estimated cost of the construction of police facilities serving the property; provided that no fee shall be required for improvements on lots or parcels for which a fee has been paid under this section. The amount of the fee shall be set by resolution of the city council.

B. The fees paid pursuant to this section shall be placed in a special fund which may be further segregated by specific project. The fund, and any interest earned thereon, shall be expended solely for acquisition of land, if necessary, and the design and construction of, or reimbursement for construction of, police facilities serving the development. (Code 1965, § 22E-2.)

15.72.030 General city facilities fee.

A. Each owner of an unimproved lot or unimproved parcel of property within the city shall pay to the city prior to and as a condition of issuance of a building permit a general city facilities fee representing the owner's fair share of the estimated cost of the construction of general city facilities; provided that no fee shall be required for improvements on lots or parcels for which a fee for such facilities has been paid. The amount of the fee shall be set by resolution of the city council.

B. The fees paid pursuant to this section shall be placed in a special fund which may be further segregated by specific project. The fund, and any interest earned thereon, shall be expended solely for acquisition of land, if necessary, and the design and construction of, or reimbursement for construction of general facilities and equipment serving the development. (Code 1965, § 22E-3.)

15.72.040 Traffic control facilities fee.

A. Each owner of an unimproved lot or unimproved parcel of property within the city shall pay to the city prior to and as a condition of issuance of a building permit a traffic control facilities fee representing the owner's fair share of the estimated cost of the construction of traffic control facilities serving the property; provided that no fee shall be required for improvements on lots or parcels for which a fee for such facilities has been paid. The amount of the fee shall be set by resolution of the city council.

B. The fees paid pursuant to this section shall be placed in a special fund which may be further segregated by specific project. The fund, and any interest

earned thereon, shall be expended solely for acquisition of land, if necessary, and the design and construction of, or reimbursement for construction of traffic control facilities. (Code 1965, § 22E-4.)

15.72.050 Waiver of fees.

A. The city council may waive the requirement for the payment of the following listed fees:

1. Miscellaneous development fees described in Chapter 15.72 of this Code;

2. Bridge and major thoroughfare fees described in Chapter 12.08 of this Code;

3. Open space and park fee described in Chapter 15.68 of this Code;

4. Water, sanitation and sewage connection fees established pursuant to Chapter 13.08 of this Code;

5. Fees and service charges described in Chapter 3.36 of this Code;

6. Any other fee as deemed just and proper by the city council.

B. Findings. The city council shall make one or more of the following findings before waiving the requirement for payment of any of the above listed fees:

1. The fee is not required for the payment of any outstanding indebtedness of the city, whether such debt is owed to third parties or is intradepartmental, or of any assessment district in the city; and

2. The fee is not required for the ongoing expenses of any assessment district in the city; and

3. The waiver of the fee will not have an adverse fiscal impact on the ongoing operations of the city; and

4. That the waiver does not create a gift of public funds to the beneficiary of the waiver in that by such waiver the city will derive a benefit of equal or greater value from the beneficiary; or

5. The fee was not properly collected by the city, through no fault of the beneficiary; or

6. The city council finds that the fee, or the amount of the fee, is not properly chargeable to the beneficiary under the applicable law.

C. Procedure.

1. The fee may be waived only upon the written request of the beneficiary for such waiver. The request may be contained in an appeal of a related matter, or may be inferred from the nature of a request otherwise presented to the city council in writing.

2. The fee may be waived only following a public hearing on the matter. The findings of the city council shall be contained in the record of such public hearing.

3. The grant of such waiver constitutes the exercise of the legislative discretion of the city council. Nothing contained in this section shall be construed as requiring the city council to make a grant of a waiver, or to make findings with respect to the denial of such grant. The grant of a waiver to the same or similarly situated persons under the same or similar circumstances shall not be deemed to be grounds for the future grant of a waiver to the same or similarly situated persons. (Code 1965, § 22E-5.)

ATTACHMENT 2

(Letter dated May 4, 2015, from LDG Holdings LLC)

RECEIVED
MAY 6 2015
By City Clerk & Council's Office

Attn: 5/4/15

Mr. Edward Miller, Councilmember
Mr. George Moyer, Councilmember
Mr. Don Peterson, Council Member
Mr. Art Welch, Council Member
Mrs. Debbie Franklin, Mayor
Mr. Jim Smith, City Manager

Re: 649 West Lincoln Permit Reinstatement, Banning Business Center, APN 540-220-009

Dear City Council Members

(1) As you know, our companies have been attempting to proceed with the above property project. Currently, there exists incomplete improvements on the property which were authorized by the approval of Tentative Parcel Map 34736 in October 2006, as well as the necessary building permits to complete the approved plans and public improvements. Work commenced shortly after approval and extensive funds were expended in constructing the project and the related public improvements. However, because of the recession, construction was not completed and the project has sat dormant for eight years becoming an eyesore and public nuisance and has become a nuisance consisting of homeless, drugs, graffiti etc. The challenges faced are many in order to re-start the project.

(2) In an effort to revive this project, we have met with Banning's Mayor, City Manager and several planning staff to determine a course of action. The consensus was to request that the City Council reinstate Tentative Parcel Map 34736 and all associated building permits (with the exception of any fire and safety permits) and to waive any fees for those permits that had previously been approved. Pursuant to Gov't Code Section 66452.6, the City Council has the discretion to extend approval of a tentative map and related permits for up to ten (10) years if the developer has expended more than the statutory amount on public improvements, which the prior developer has done based on the improvements made to Lincoln Street, 8th Street, and Hargrave Street. We see the extension of the prior permit not just as a fix to a blighted eyesore, but the only fix. The construction period will be 3 to 4 months.

(3) <u>Permits and Fees</u> We are asking that all permits and fees that are within the City of Banning's jurisdiction and/or control be waived as they have been paid already. We believe that the prior project had all fees OK'd and construction was signed off by City inspectors almost through the completion of construction.

(4) <u>The Project is 70% Complete</u> This project is obviously not a new project and was almost finalized. Once a project has been completed to this level and signed off by the city along the way, our prior experience and the obvious nature of it alone are enough to clearly designate the property as almost complete. Existing staff has indicated that the process of permitting and construction must begin and start from the very beginning like "it was a brand new project. " We have expressed our opinion based on logic that this is not a new project and it is fairly obvious that it is not. We are taking the position and believe it to be fairly obvious that this is not a brand new project. The time and expense of beginning once again will never happen because of lack of feasibility.

(5) <u>Parcels were Never Merged</u> a point of logic raised by staff is that because the project was never completed, the parcels were never merged, therefore when they went through the foreclosure process,

each parcel was taken on under separate ownership. It will be impossible to reunite these three parcels because of ownership differences... Any issues with property lines are issues between private property owners. We see it as one owner begins improving its property that the others will follow and most likely right away.

(6) Force Majeure The cost of the recession to the local economy has been traumatic. This provision by itself cause for the immediate extension of the prior permit. The lender was then forced out of business thusly forcing the developer out of business and bankruptcy. Because of the "Great Recession" the Code section so and so allows for a Force Majeure provision to be applied to this particular case. This massive recession that the city has gone through was massive and is a once in a lifetime occurrence and out of control of all of the parties involved.

(7) Fire and Safety-Fire and Safety will be reconfigured. We are very aware of this and have net with the engineers and confirmed that this will not be of issue. Of course we understand that the project must be brought up to today's safety standards and will be addressed as changes. Title has been complex and without title insurance, there is no financing for the project because a lender will not take on this risk. We have spoken to a handful of tenants that are very interested in pursuing occupancy including small soft industrial uses, manufactures, a school and several office tenants. These tenants will bring employment to the community and a completed project will bring tax benefits to the City. To allow this project to remain unfinished would be a lost opportunity for all involved.

(8) Completion of this project can only benefit the City of Banning. When the benefits are so great to the City and there is no harm done, it makes good sense to support the extension of the prior building permits for this parcel. Please confirm that we can finish off our project separate from the other parcels and that the city will support the starting of this project right away with minimal building code updates... Any issues between the neighbors will be arranged between these private parties.

Sincerely:

DocuSigned by:
Matt DiNofia
722174757E684F4...

5/4/2015

Matthew C. DiNofia
Managing Member
LDG Holdings LLC
888 Prospect St
LaJolla, CA 92037

www.lajolladevelopment.com

cc Greg Lansing, President-Lansing Companies

ATTACHMENT 3

(California Building Code Section 106.4.4 *Expiration*)

106.4.2.1 [For HCD 1] Retention of plans.

NOTE: Reference Building Standards Law, Health and Safety Code, Sections 19850 and 19851, for provisions related to permanent retention of plans.

106.4.3 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based on plans, specifications and other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of this code or of any other ordinances of this jurisdiction.

106.4.4 Expiration. Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

ATTACHMENT 4

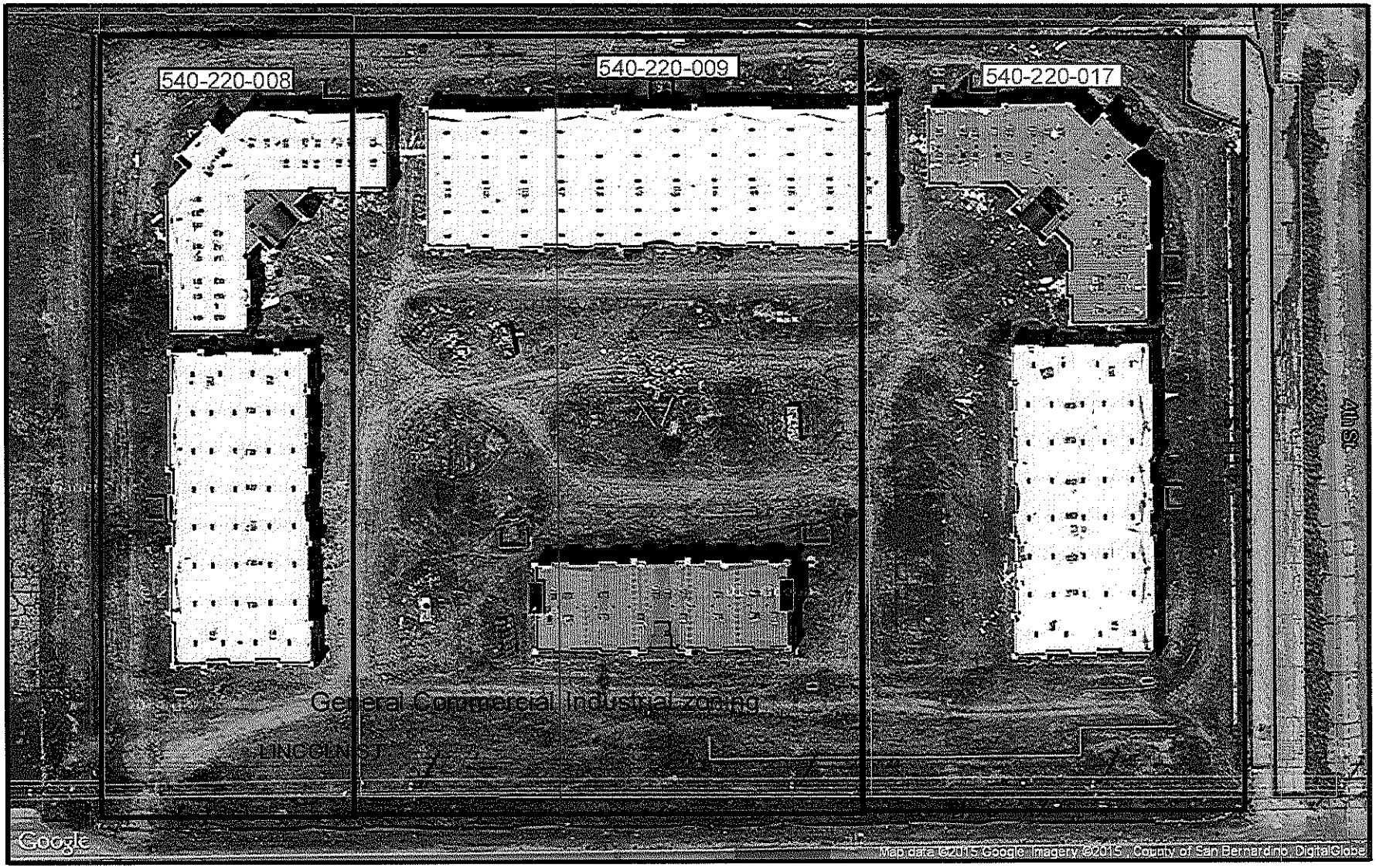
(Fees Paid or Due with Receipts)

Class	Type	Description	Transaction amount	Amount due	Amount billed	Struct	Permit	Insp	Custom
District									
		(Continued)							
A	BP	GENERAL PLAN	9970.00	.00	.00				
A	EC	ENERGY CONSERVATION	60.00	.00	.00				
A	EM	ELECTRIC METER INSTALL	250.00	.00	.00				
A	FF	FIRE FACILITIES	64000.00	64000.00	.00				
A	F1	FIRE INSPECTION	118.00	.00	.00				
A	F2	FIRE PLAN CHECK	472.00	.00	.00				
A	GR	GRADING FEE	15.00	.00	.00				
A	G1	GENERAL FACILITY	478.00	.00	.00				
A	IN	MSHCP INDUSTRIAL	55179.00	.00	.00				
A	MS	MISCELLANEOUS BLDG FEE	40.00	40.00	.00				
K	PC	PLAN CHECK FEES	21804.51	.00	.00	000000	BD1000		
K	PC	PLAN CHECK FEES	89.00	.00	.00	000000	ELEC00		
K	PC	PLAN CHECK FEES	66.00	.00	.00	000000	MECH00		
K	PC	PLAN CHECK FEES	126.75	.00	.00	000000	PLBG00		
P	PF	PERMIT FEES	33545.40	.00	.00	000000	BD1000		
P	PF	PERMIT FEES	356.00	.00	.00	000000	ELEC00		
P	PF	PERMIT FEES	264.00	.00	.00	000000	MECH00		
P	PF	PERMIT FEES	507.00	.00	.00	000000	PLBG00		
A	PL	PARK LAND	1233.00	.00	.00				
A	PO	POLICE FACILITIES	13400.00	13400.00	.00				
A	PS	PLAN/COMPUTER STORAGE	65.00	.00	.00				
A	SM	SMIP	649.11	.00	.00				
A	TI	TUMF-INDUSTRIAL	157526.00	.00	.00				
A	T1	TRAFFIC CONTROL FACILITY	250.00	.00	.00				
		Totals	360463.77	77440.00	.00				

Receipt date	Receipt time	Number	Cashier	Payment type	Received	Paid with credit	Remaining	Check number	Comments
	(Continued)								
8/31/06		0023305	KMB	CK	21804.51	.00	.00	1210	
2/13/07		0088598	KMB	**	261219.26	.00	.00		
				Total	283023.77	.00	.00		

ATTACHMENT 5

(Site map)



1" = 94 ft	649 W. Lincoln	05/18/2015	N W E S	BANNING CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

ATTACHMENT 6

(Public Hearing Notice)

Record Gazette
218 N. Murray St.

Proof of Publication

(2015.5 C.C.P.)

118151-WAIVER OF FEES

State of California)
County of Riverside) **ss.**

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

May 15, 2015

Executed on: 05/15/2015

At Banning ,CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

NOTICE OF
PUBLIC HEARING
PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held on Tuesday, May 26, 2015, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the following:
REQUEST FOR WAIVER OF FEES IN ACCORDANCE WITH SECTION 15.72.050 (WAIVER OF FEES) OF TITLE 15 (BUILDINGS AND CONSTRUCTION ORDINANCE) OF THE CITY OF BANNING MUNICIPAL CODE FOR THE PROPERTY LOCATED AT 649 W. LINCOLN STREET (APN: 540-220-008, 540-220-009 AND 540-220-017) Information regarding this matter can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting City Hall located at 99 East Ramsey Street, Banning. All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Community Development Department of the City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the Acting Community Development Director at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).
BY ORDER OF THE ACTING COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA
Brian Guillot
Acting Community
Development Director
Dated: May 12, 2015
Publish: May 15, 2015
Published In
The Record Gazette
No. 118151
05/15, 2015

CITY COUNCIL AGENDA
ORDINANCE

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Proposed Ordinance No. 1489, "Drought Water Conservation"**

RECOMMENDATION: The City Council adopt Ordinance No. 1489, "Drought Water Conservation."

JUSTIFICATION: It is essential that the City Council approve said Ordinance No. 1489 in order for the City to comply with the Governor's Executive Order and regulations adopted by the State Water Resources Control Board ("SWRCB") related to California's drought conditions.

BACKGROUND: On January 17, 2014 Governor Jerry Brown issued a proclamation of a state of emergency under the California Emergency Services Act based on California's drought conditions and continued the state of emergency by issuing a proclamation on April 25, 2014. More recently on April 1, 2015, the Governor signed Executive Order B-29-15 requiring for the first time in state's history mandatory conservation for all residents and directed several state agencies, including the SWRCB, to take immediate action to safeguard the states remaining portable urban water supplies.

Executive Order B-29-15 provides direction to the SWRCB to impose restrictions on water use to achieve a statewide 25 percent reduction in potable urban water use. On May 5, 2015 the SWRCB adopted Article 22.5, Drought Emergency Water Conservation ("Drought Regulation"). In order to comply with the Governor's executive order, the Drought Regulation requires that each urban water supplier reduce its total potable water production by a percentage relative to the supplier's residential gallons per capita per day ("R-GPCD"). The City of Banning's R-GPCD has been listed as 179.4 and therefore the City is required to reduce its total potable water production by 32 percent compared to the total water production from 2013. The SWRCB plans to compare total production data between June 2015 to February 2016, to the same periods in 2013, to determine if an urban water supplier is meeting its required reduction. The Drought Regulation shall remain in effect for 270 days from the date of its adoption.

To prevent the waste and unreasonable use of water and to promote water conservation, the Drought Regulation prohibits the following actions:

1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.

2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.
3. The application of potable water to driveways and sidewalks.
4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
5. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.
6. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
7. The irrigation with potable water of ornamental turf on public street medians.
8. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development

Additionally, to promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

The Drought Regulation allows local agencies to fine property owners up to $500 a day for failure to implement the water use prohibitions and restrictions. The SWRCB can issue informational orders, conservation orders or cease and desist orders to water suppliers for failure to meet the conservation standard. Water agencies that violate cease and desist orders are subject to a civil liability of up to $10,000 a day.

The intention of the proposed ordinance is to facilitate the implementation of the requirements of the SWRCB Drought Regulation as well as to provide additional tools to achieve the City's required reduction of 32 percent.

A Notice of Public Hearing has been published in the Record Gazette on May 16, 2015, as attached herein as Exhibit "A".

FISCAL DATA: A reduction in water use will directly affect the Water Fund revenues. A 32% reduction in metered sales may reduce revenues by approximately $2,653,350.00.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED/APPROVED BY:

Dean Martin
Interim City Manager/
Administrative Services Director

ORDINANCE NO. 1489

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, RELATED TO WATER CONSERVATION DURING CALIFORNIA'S STATE OF EMERGENCY DUE TO DROUGHT CONDITIONS

WHEREAS, on January 17, 2014 Governor Jerry Brown ("Governor") issued a proclamation of a state of emergency under the California Emergency Services Act based on California's drought conditions and continued the state of emergency by issuing a proclamation on April 25, 2014; and

WHEREAS, on April 1, 2015, the Governor issued Executive Order No. B-29-15 imposing mandatory water use reductions which also provides direction to the State Water Resources Control Board ("SWRCB") to impose restrictions on water use to achieve a statewide 25 percent reduction in potable urban water use; and

WHEREAS, California's water supplies continue to be severely depleted, severe drought conditions continue to present urgent challenges, and new expedited actions are needed to reduce the harmful impacts of the drought; and

WHEREAS, on April 7, 2015, the SWRCB proposed a mandatory Regulatory Framework that apportions water reductions according to consumption. The SWRCB revised the apportionment of water reductions on April 18 and April 28th. The conservation savings for all urban water suppliers are now allocated across nine tiers of increasing levels of residential water use ("R-GPCD") to reach the statewide 25 percent reduction mandate. Agencies in Tier 8, including the City of Banning, having residential water use of 179.4 R-GPCD, must reduce water use by 32 percent between June 2015 to February 2016, as compared to the same periods in 2013; and

WHEREAS, on May 5, 2015 the SWRCB adopted Article 22.5, Drought Emergency Water Conservation ("Drought Regulation") which includes a prohibition against certain irrigation practices and an order that all urban water suppliers reduce their total potable water production by a defined percentage which has been applied to each urban water supplier; and

WHEREAS, the intention of the proposed ordinance is to facilitate the implementation of the requirements of the SWRCB Drought Regulation as well as to provide additional tools to achieve the City's required reduction of 32 percent.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANNING AS FOLLOWS:

Section I. Incorporation of Recitals. All of the foregoing Recitals are true and correct and are incorporated herein and made an operative part of this Ordinance.

Section II. Public Hearing. A Public Hearing was conducted on May 26, 2015 at 5:00 p.m., or soon thereafter as practicable, in the Council Chamber located at 99 E. Ramsey Street, Banning, CA 92220.

Section III. The City Council hereby adopts Ordinance No. 1489, Drought Water Conservation in order to preserve the public health and safety by conserving water during the ongoing drought and to comply with Governor Jerry Brown's Executive Order and the State Water Resource Control Board Drought Regulation.

Section IV. Ordinance No. 1489 requires the following:

A. Mandatory Prohibitions as Required by the State Water Resource Control Board Drought Regulation including:

1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.
3. The application of potable water to driveways and sidewalks.
4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
5. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.
6. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
7. The irrigation with potable water of ornamental turf on public street medians.
8. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
9. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

B. Additional Water Restrictions as follows:

1. Commercial, industrial and institutional properties, such as campuses, golf courses and cemeteries shall implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction target.
2. No person shall empty and refill a swimming pool except to prevent or repair structural damage or to comply with health regulations.
3. Parks and schools shall be watered on alternate days during the hours between sunset to sunrise.

4. Lawn watering and landscape irrigating, including construction water use, are restricted as follows: customers with even numbered street addresses shall water only on Monday, Wednesday, and Friday and customers with odd numbered street addresses shall water only Tuesday, Thursday and Sunday.
5. Broken sprinklers shall be repaired within 24 hours of notification, and leaks shall be repaired as soon as practicable.

C. Recommended Practices

1. The City of Banning strongly encourages Home Owner Associations ("HOA") and other enforcement agencies to suspend code enforcement and fines for brown turf areas and encourage the replacement of turf areas with drought tolerant landscaping.
2. Planting of spray irrigated annual flower beds is strongly discouraged.
3. Irrigation of non-functional ornamental turf, such as parkways is strongly discouraged.
4. Installation of irrigation smart controllers is strongly encouraged.
5. Use of pool covers when not in use, especially during summer months is strongly encouraged.
6. Over-seeding is strongly discouraged.

D. Civil Penalties

1. First Violation. For a first violation, the City shall issue a written notice of violation to the water user.
2. Second Violation. For a second violation, within a twelve month period, a one month surcharge of 25 percent of the previous month's water bill will be imposed.
3. Third Violation. For a third violation, within a twelve month period, a one month surcharge of 50 percent of the previous month's water bill will be imposed.
4. At the discretion of the City Manager, subsequent violations will continue with a penalty as described in Civil Penalties No. 3 or a penalty of up to $500 per day for which the violation occurs.

Section V. CEQA. The Board finds that adopting and enforcing mandatory restrictions on water use in order to comply with SWRCB requirements is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15268 and Public Resources Code Section 21080(b)(I) as a ministerial action.

Section VI. Mayor shall sign this ordinance and the City Clerk shall attest thereto and shall publish it or a summary of it in a newspaper printed and published within the City, and thereafter this ordinance shall be in force and effect according to law.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015.

Deborah Franklin, Mayor

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance No. 1489 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 26th day of May, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

CITY COUNCIL AGENDA

DATE: **May 26, 2015**

TO: **Banning Utility Authority**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Banning Utility Authority Resolution No. 2015-07 UA, "Awarding the Construction Contract for Project No, 2015-01 WW 'Mechanical Repairs to Primary Clarifier' and Rejecting All Other Bids"**

RECOMMENDATION: Adopt Banning Utility Authority No. 2015-17 UA:

I. Approving the Construction Contract for Project No. 2015-01 WW, "Mechanical Repairs to Primary Clarifier' to Tharsos, Inc. of La Mesa, California, in the amount not to exceed $98,100.00 including taxes an allowing a 10% contingency of $9,800.00, and rejecting all other bids.

II. Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the project and to approve change orders within the 10% contingency.

III. Authorizing the City Manager to execute the Construction Contract related to Project No. 2015-01 WW, "Mechanical Repairs to Primary Clarifier".

JUSTIFICATION: The west primary clarifier is inoperable and its motor replacement is required in order to maintain primary treatment capacity at the Wastewater Treatment Plant.

BACKGROUND: The City of Banning owns and operates the Wastewater Treatment Plant providing sewerage treatment services to the residents of Banning. Currently, the primary clarifier equipment is non-operable, has been repaired on numerous occasions and requires replacement of its motor. The existing motor is approximately 40 years old and when it is appropriately functioning, the motor operates twenty-four hours per day, seven days per week, and 365 days per year. Without the fully functional west primary clarifier, the Wastewater Treatment Plant is operating with approximately only 70% of its primary treatment capacity. The replacement of the motor is necessary in order to meet wastewater operational needs.

The project scope of work consists in general of the removal and replacement of a damaged primary clarifier 42 inch spur gear drive unit at the Banning Wastewater Treatment Plant. City staff advertised a Notice Inviting to Bid on April 25, 2015 and May 2, 2015 in the Press Enterprise (attached as Exhibit "A") and on the City Website. On May 13, 2015 the City Clerk received, publicly opened and read out loud the following results:

Company	Bid Results
1. Tharsos, Inc., La Mesa, CA	$98,100.00
2. Spiess Construction Co., Inc.	$103,965.00

A copy of the fee schedule for the lowest bid can be found attached as Exhibit "B". The engineer's estimate for the project was $82,000.00. Once work commences, it is anticipated that it will be completed within 45 days.

FISCAL DATA: The cost of Project No. 2015-01 WW, "Mechanical Repairs to Primary Clarifier" is $98,100.00. Staff is requesting the approval of a 10% contingency equal to $9,810.00. An appropriation in the amount of $88,000.00 from Fund 681 (Wastewater Capital Facility Fees) to Account No. 681-8000-454.95-12 (Special Utility Cap Items/Treatment Plan Improvements) is necessary. The approximate balance of Fund 681 is $9,880,434.00.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED/APPROVED BY:

Dean Martin
Interim City Manager /
Administrative Services Director

Attachments:

1. Exhibit "A"- Press Enterprise Advertisement
2. Exhibit "B" - Lowest Bid Fee Schedule

BANNING UTILITY AUTHORITY RESOLUTION NO. 2015-04 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR PROJECT NO. 2015-01 WW 'MECHANICAL REPAIRS TO PRIMARY CLARIFIER' AND REJECTING ALL OTHER BIDS

WHEREAS, the City of Banning owns and operates the Wastewater Treatment Plant providing sewerage treatment services to the residents of Banning; and

WHEREAS, the west primary clarifier equipment is non-operable, has been repaired on numerous occasions and requires replacement of its motor in order to maintain primary treatment capacity; and

WHEREAS, the project scope of work consists in general of the removal and replacement of a damaged primary clarifier 42 inch spur gear drive unit at the Banning Wastewater Treatment Plant; and

WHEREAS, staff advertised a Notice Inviting to Bid on April 25, 2015 and May 2, 2015 in the Press Enterprise and on the City Website and on May 13, 2015 the City Clerk received 2 bids; and

WHEREAS, Tharsos, Inc. of La Mesa, California submitted the lowest bid; and

WHEREAS, the cost of Project No. 2015-01 WW, "Mechanical Repairs to Primary Clarifier is $98,100.00 and staff is requesting the approval of a 10% contingency equal to $9,810.00 for a total project budget amounting to $107,910.00.

WHEREAS, Account No. 681-8000-454.95-12 (Special Utility Cap Items/Treatment Plan Improvements) will be utilized to fund the project.

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. 2015-07UA awarding the Construction Contract for Project No. 2015-01 WW "Mechanical Repairs to Primary Clarifier" with Tharsos, Inc. of La Mesa, California in an amount "not to exceed" $98,100.00 and approving a 10% contingency.

SECTION 2. Authorize the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the project and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Construction Contract with of Calimesa, California in a form approved by the City Attorney. 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 26th day of May, 2015.

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 of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-07 UA, was adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 26h day of May, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 1

Exhibit "A"- Press Enterprise Advertisement

NOTICE INVITING TO BID

PROJECT NO. 2015-01WW, "MECHANICAL REPAIRS TO PRIMARY CLARIFIER"

OWNER: City of Banning

PROJECT DESCRIPTION: The bid shall include a new 42" spur gear drive with all bearings, bolts, oil seals, gaskets, seals, shims, drive and driven sprocket, drive chain, shear pin and overload components.

The proposal for the items above shall include all costs for furnishing all labor, materials, tools, equipment and necessary incidentals to perform the work including, but not limited to mobilization, participation in safety meetings and clean up. All work shall be coordinated with Lorenzo Amis, Project Manager, United Water.

PLANS & SPECS: Specifications will be made available on **April 27, 2015**, and may be obtained at the city website at http://www.ci.banning.ca.us/bids.aspx.

NON-MANDATORY PRE-BID CONFERENCE: May 5, 2015 at **2:30 p.m.** at City Hall, 99 E. Ramsey St., Banning, CA, 92220.

REQUIREMENTS: Prevailing Wage, Certified Payroll, Bid Bond, Payment and Performance Bond, Insurance, etc., per the approved specifications. Pursuant to the provisions of Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid **Class A** license at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as not responsible and/or non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license at the time of award. Bidders must provide a copy at the time of bid showing active registration from the Public Works Contractor Registration online registration at https://efiling.dir.ca.gov/PWCR/Search.

SEALED BIDS DUE: May 13, 2015 and Opened Publicly at **2 p.m.** local time, at the above City Hall address, Attn: City Clerk.

CITY OF BANNING, CALIFORNIA
Dated: 4/21/2015

Publication Date: 4/25/2015
5/2/2015

ATTACHEMENT 2

Exhibit "B" – Lowest Bid Fee Schedule

BID SCHEDULE

PROJECT NO. 2015-01WW "MECHANICAL REPAIRS TO PRIMARY CLARIFIER"

ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
1.	MOBILIZATION	LS	LS	1	15472
2.	FURNISH/INSTALL NEW DRIVE UNIT	LS	LS	1	73 914
3.	START UP/COMMISSIONING	LS	LS		8714

TOTAL BID AMOUNT IN FIGURES - SCHEDULE I: $ 98 100

(Bid Item No.'s 1 through 3)

TOTAL BID AMOUNT IN WORDS – SCHEDULE I: Ninety eight Thousand one hundred and 00 dollars

(Bid Item No.'s 1 through 3)

CITY COUNCIL AGENDA

Date: **May 26, 2015**

TO: **Honorable Mayor and City Council**

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

SUBJECT: **Resolution No. 2015-44 Approving the Agreement for Legal Services Between the City of Banning and Thompson Coburn, LLP**

RECOMMENDATION: Adopt City Council Resolution No. 2015-44:

I. Approving the Agreement for Legal Services between the City of Banning and Thompson Coburn, LLP ("Thompson Coburn"), attached herewith as Exhibit "A".

JUSTIFICATION: It is essential that the City of Banning Electric Utility ("Utility") retain legal services for matters pertaining to the Federal Energy Regulatory Commission ("FERC") in relation to the Utility's operation, which includes: Transmission, Generation and Wholesale Market, CAISO, and Reliability Standards Compliance.

BACKGROUND: Beginning in the early 1990's the City of Banning, along with the Cities of Anaheim, Azusa, Colton and Riverside began receiving services from Thompson Coburn through a contract with the Power Agency of California ("PAC") a joint powers agency created to facilitate procurement of utility related services for the five referenced cities. The cities agreed to allocate costs for this contract based on each utility's relative retail load. This was a very beneficial relationship, especially for the three small cities, which received the full benefit of legal representation, but for a very small percentage of the total cost, which for Banning was only 2.5%.

In 2001 PAC was placed into an "inactive" status and all contracts and services administered through PAC had to be processed directly through the individual cities. However, the cities agreed to continue with the established cost allocation methodology for the Thompson Coburn legal services agreement. In 2005, the City of Pasadena asked to join the five cities in receiving legal representation for FERC matters from Thompson Coburn, and the cost allocation was updated to include Pasadena's retail load, which resulted in Banning's allocation being reduced from 2.5% to 2.38%. This group of cities is now referred to as "the Six Cities" in all related FERC filings.

Thompson Coburn staff send emails on a regular basis (almost daily) updating the Six Cities on FERC filings or activities affecting them, and making recommendations on possible courses of action and also requesting direction and input on how the cities wish to proceed. When issues become too involved to handle through email exchanges, conference calls are held to address the issues more effectively. Because the larger cities have staff actively monitoring and analyzing these issues, the three smaller cities (Azusa, Banning and Colton) while actively participating in the discussions, tend to defer to the recommendations of Anaheim, Riverside and/or Pasadena.

Thompson Coburn provides legal representation on FERC related issues, which includes: Transmission, Generation and Wholesale Market, CAISO, and Reliability Standards Compliance. In 2014 Banning's total Thompson Coburn expense amounted to only $45,529.00. If Banning

were to obtain these services by itself, instead of through the joint Six Cities agreement, it would easily cost 20 times that amount. As previously noted, the Six Cities relationship is very beneficial for the City of Banning.

As stated previously, PAC entered into an inactive status in 2001, and all contracts and services administered through PAC had to be processed directly through the individual cities. To that end, on June 6, 2001, Thompson Coburn sent Paul Toor, the City's Public Works Director who was in charge of the Utility at that time, an explanatory letter and Attorney Services Agreement to be approved and executed by the City, attached herewith as Exhibit "B". It was just recently discovered that this Agreement was never executed. However, Banning has continued to receive and has paid for legal representation from Thompson Coburn, since the PAC contract ended in 2001. Staff has discussed this issue with the City Attorney's office and they have reviewed the proposed agreement.

It is essential that the Utility retain legal services for matters pertaining to the FERC, in relation to the Utility's operation. Thompson Coburn has provided outstanding legal representation to the Utility for over 20 years, and the Six Cities relationship is invaluable to the City. Staff is recommending that the City Council approve the proposed Agreement for legal services between the City of Banning and Thompson Coburn LLP, attached herewith as Exhibit "A".

FISCAL DATA: Expenses for Thompson Coburn in 2014 totaled $45,529, and the cost for these legal services has averaged less than $50,000 per year, since 2001. Funds are budgeted each year in account 670-7010-473-33.02 to cover this expense.

RECOMMENDED BY:

Fred Mason
Electric Utility Director

APPROVED BY:

Dean Martin
Interim City Manager

RESOLUTION NO. 2015-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF BANNING AND THOMPSON COBURN, LLP

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

WHEREAS, it is essential that the City retain legal services for matters pertaining to the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, the City of Banning, along with the Cities of Anaheim, Azusa, Colton and Riverside received legal services from Thompson Coburn, LLP beginning in the early 1990's through a contract with the Power Agency of California ("PAC") and the cities agreed to allocate costs for this contract based on each utility's relative retail load; and

WHEREAS, PAC was placed into an "inactive" status in 2001 and all contracts and services administered through PAC had to be processed directly through the individual cities, and the cities agreed to continue with the established cost allocation methodology for the Thompson Coburn legal services agreement; and

WHEREAS, the City of Pasadena asked to join the five cities in receiving legal representation for FERC matters from Thompson Coburn, and the cost allocation was updated to include Pasadena's retail load, and this group of cities is now referred to as "the Six Cities" in all related FERC filings; and

WHEREAS, on June 6, 2001, Thompson Coburn sent the City an explanatory letter and Attorney Services Agreement to be approved and executed by the City, attached herewith as Exhibit "B"; and

WHEREAS, said Attorney Services Agreement provided by Thompson Coburn was, inadvertently, never executed by the City; and

WHEREAS, the City continued to receive and has paid for legal representation from Thompson Coburn, since the PAC contract ended in 2001, and the cost for said services has averaged less than $50,000 per year; and

WHEREAS, the City wishes to continue obtaining legal services from Thompson Coburn, LLP through the Attorney Services Agreement, attached herewith as Exhibit "A"; and

WHEREAS, funds for said Agreement are available in the Electric Fund account 670-7010-473-33.02;

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

SECTION 1: Adopt Resolution 2015-44 approving the Attorney Services Agreement between Thompson Coburn, LLP and the City of Banning, and authorize the Interim City Manager or his designee to execute and administer said Agreement.

PASSED, APPROVED, AND ADOPTED this 26th day of May 2015.

_____
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. 2015-44 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

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

Exhibit "A"

ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT, to be effective as of the _____ day of ____, 20__, is made and entered into by and between the City of Banning, California ("City"), a California municipality, and Thompson Coburn LLP ("Thompson Coburn"), a law firm.

WITNESSETH

WHEREAS, City, on occasion, has need of assistance of counsel for legal advice or legal services related to protecting the interests of City; and

WHEREAS, Thompson Coburn is willing and able to provide legal services as requested by City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SERVICES TO BE PROVIDED

A. Thompson Coburn from time to time may be requested by the City Attorney of City or by authorized representatives of City to provide legal services or representation with respect to specified matters.

B. Thompson Coburn shall perform services that it undertakes to provide in a professional and ethical manner.

C. City may request the services of particular members of Thompson Coburn, and Thompson Coburn shall use its best efforts to make such members available to provide such services.

2. COMPENSATION

A. City agrees to pay, and Thompson Coburn agrees to accept, as full compensation for Thompson Coburn's services, compensation at the hourly rates for the positions shown on Exhibit A attached hereto and incorporated by this reference herein. Thompson Coburn may request increases of the hourly rates shown on Exhibit A from time to time by at least thirty days' written notice to City. Increases in such hourly rates that are not disapproved by City shall apply to services rendered after the effective date set forth in the notice.

B. City will, in addition, reimburse Thompson Coburn for out-of-pocket expenses paid by Thompson Coburn in connection with the work assigned to Thompson Coburn, including but not limited to such expenses as printing and copying costs, filing fees, costs of transcripts, and costs of travel approved by an authorized representative of the City.

C. Thompson Coburn shall submit monthly (or on such other basis as Thompson Coburn and City may agree) itemized invoices to City which document the hours worked, the persons performing the work, the matters or assignments on which the work was performed, and the applicable hourly rates. An itemization of reimbursable expenses claimed by Thompson Coburn shall be included in the monthly invoice. Supporting receipts shall be provided to City upon request.

D. City shall pay the approved monthly invoices on a timely basis.

3. COMPLIANCE WITH APPLICABLE LAWS

In the performance of this Agreement, Thompson Coburn agrees to abide by and conform to all applicable laws.

4. CAPACITY AS INDEPENDENT CONTRACTOR

Thompson Coburn shall perform its obligations under this Agreement as an independent contractor and not as an employee of City.

5. CONFLICTS OF INTEREST

It is recognized that Thompson Coburn may have clients who may, from time to time, have interests adverse to City. Thompson Coburn reserves the right to represent such clients in matters not connected with cases or matters assigned to Thompson Coburn by City. In the event Thompson Coburn represents or proposes to represent a client who may have interests adverse to City, Thompson Coburn shall immediately upon discovering said possible adverse interest provide written notice to City of the possible adverse interest. Thompson Coburn agrees to comply with all applicable statutes and regulations regarding conflicts of interest.

6. TERMINATION

This Agreement and all legal services to be rendered hereunder may be terminated at any time by City with or without cause. Upon such termination, or upon the conclusion of such services by Thompson Coburn, all documents and case data relating to such matters and then in the possession of Thompson Coburn are recognized to be the property of City and shall be placed in the possession of City upon its request. Thompson Coburn shall immediately execute any substitution of attorney form requested by City. In the

event of such termination, Thompson Coburn shall be paid for services previously requested and rendered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the dates hereinafter respectively set forth.

For Thompson Coburn LLP	Date
On behalf of the City of Banning, California	Date

EXHIBIT A

Thompson Coburn's hourly fees for legal services from January 1, 2014 to June 30, 2015 are as follows:

Hourly Rates For Services	Market-related Issues	Transmission Issues
Bonnie S. Blair	$435	$480
Margaret E. McNaul	$345	$385
Rebecca L. Shelton	$295	$335
Other Associates (as approved by City)	$295 - $395	
Paralegals	$185 - $190	

Thompson Coburn's hourly fees for legal services as of July 1, 2015 will be:

Hourly Rates For Services	Market-related Issues	Transmission Issues
Bonnie S. Blair	$455	$505
Margaret E. McNaul	$370	$420
Rebecca L. Shelton	$320	$370
Other Associates (as approved by City)	$310 - $405	
Paralegals	$195	

Exhibit "B"

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

Suite 600
1909 K Street, N.W.
Washington, D.C. 20006-1167
202-585-6900
FAX 202-585-6969
www.thompsoncoburn.com
Bonnie S. Blair
202-585-6905

June 6, 2001

Mr. Paul Toor
Public Works Director
City of Banning
127 East Lincoln
P.O. Box 998
Banning, CA 92220

Re: Attorney Services Agreement With Banning

Dear Paul:

Alan Watts has advised me that invoices for services to Banning will no longer be processed through the Power Agency of California ("PAC"). Accordingly, I have prepared the enclosed Attorney Services Agreement that provides for direct billing to Banning for legal services as requested and authorized by the City. The enclosed Attorney Services Agreement follows the same form as the agreement with PAC for services on behalf of Azusa, Banning, and Colton that has been in effect previously.

There was some confusion with respect to the effective date for the change in billing procedures. Alan and I originally understood that the previous procedures would cover services performed through the end of the fiscal year. I now understand that the Cities wish to implement the new billing arrangements for any bills that would become due after July 1, 2001, which would apply for services during May and June, 2001. It seems to me that the easiest way to allow the changed procedures to apply for May and June services would be to specify that the Attorney Services Agreement will be effective as of May 1, 2001, and that is how I have drafted the Agreement. Please let me know, however, if this is a problem under the City's procedures, and we will come up with some other approach for dealing with the May and June services.

I am enclosing two signed copies of the Agreement with this letter. If the Agreement is satisfactory to the City, please have the appropriate person sign both copies, retain one for the City, and return one to me. Of course, I'll prepare a modified version of the Agreement if the City wishes to make any changes.

Please do not hesitate to call if you have any questions.

Very truly yours,

Bonnie

Bonnie S. Blair

cc: Alan R. Watts, Esq.

Enclosure

BSB/spw

ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT, to be effective as of the 1st day of May, 2001, is made and entered into by and between the City of Banning, California ("City"), a California municipality, and Thompson Coburn LLP ("Thompson Coburn"), a law firm.

WITNESSETH

WHEREAS, City, on occasion, has need of assistance of counsel for legal advice or legal services related to protecting the interests of City; and

WHEREAS, Thompson Coburn is willing and able to provide legal services as requested by City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SERVICES TO BE PROVIDED

A. Thompson Coburn from time to time may be requested by the City Attorney of City or by authorized representatives of City to provide legal services or representation with respect to specified matters.

B. Thompson Coburn shall perform services that it undertakes to provide in a professional and ethical manner.

C. City may request the services of particular members of Thompson Coburn, and Thompson Coburn shall use its best efforts to make such members available to provide such services.

2. COMPENSATION

A. City agrees to pay, and Thompson Coburn agrees to accept, as full compensation for Thompson Coburn's services, compensation at the hourly rates for the positions shown on Exhibit A attached hereto and incorporated by this reference herein. Thompson Coburn may request increases of the hourly rates shown on Exhibit A from time to time by at least thirty days' written notice to City. Increases in such hourly rates that are not disapproved by City shall apply to services rendered after the effective date set forth in the notice.

B. City will, in addition, reimburse Thompson Coburn for out-of-pocket expenses paid by Thompson Coburn in connection with the work assigned to Thompson Coburn, including but not limited to such expenses as printing and copying costs, long distance telephone calls, filing fees, costs of transcripts, and costs of travel approved by City's City Attorney or an authorized representative of City.

C. Thompson Coburn shall submit monthly (or on such other basis as Thompson Coburn and City may agree) itemized invoices to City which document the hours worked, the persons performing the work, the matters or assignments on which the work was performed, and the applicable hourly rates. An itemization of reimbursable expenses claimed by Thompson Coburn shall be included in the monthly invoice. Supporting receipts shall be provided to City upon request.

D. City shall pay the approved monthly invoices on a timely basis.

3. COMPLIANCE WITH APPLICABLE LAWS

In the performance of this Agreement, Thompson Coburn agrees to abide by and conform to all applicable laws.

4. CAPACITY AS INDEPENDENT CONTRACTOR

Thompson Coburn shall perform its obligations under this Agreement as an independent contractor and not as an employee of City.

5. CONFLICTS OF INTEREST

It is recognized that Thompson Coburn may have clients who may, from time to time, have interests adverse to City. Thompson Coburn reserves the right to represent such clients in matters not connected with cases or matters assigned to Thompson Coburn by City. In the event Thompson Coburn represents or proposes to represent a client who may have interests adverse to City, Thompson Coburn shall immediately upon discovering said possible adverse interest provide written notice to City of the possible adverse interest. Thompson Coburn agrees to comply with all applicable statutes and regulations regarding conflicts of interest.

6. TERMINATION

This Agreement and all legal services to be rendered hereunder may be terminated at any time by City with or without cause. Upon such termination, or upon the conclusion of such services by Thompson Coburn, all documents and case data relating to such matters and then in the possession of Thompson Coburn are recognized to be the property of City and shall be placed in the possession of City upon its request. Thompson Coburn shall immediately execute any substitution of attorney form requested by City. In the event of such termination, Thompson Coburn shall be paid for services previously requested and rendered.

rly f 01,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the dates hereinafter respectively set forth.

Bonnie S. Blair
For Thompson Coburn LLP

6/6/01
Date

On behalf of the City of Banning, California

Date

339

EXHIBIT A

Thompson Coburn's hourly fees for legal services, as of May 1, 2001, are as follows:

For Services By	Hourly Rate
Bonnie S. Blair	$260
David R. Straus	$305
Associates (as approved by City)	$95 - $215
Paralegals	$70 - $100

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CITY COUNCIL AGENDA

DATE: May 26, 2015

TO: CITY COUNCIL

FROM: Dean Martin, Interim City Manager

SUBJECT: Selection of the Underwriting Team

RECOMMENDATION:

1. **Approve Stifel, Nicholas & Company (Stifel), Raymond James, and Williams Capital Group as approved underwriters for the City of Banning.**
2. **Approve the selection of Stifel and Williams Capital Group as senior and co-senior, respectively for the refunding of the 2005 Water and Wastewater Revenue Bonds and the 2007 Electric Utility Bonds.**

JUSTIFICATION: The City plans to issue refunding bonds for its 2005 Water Revenue Bonds, the 2007 Electric Utility Bonds, and possibly the 2005 Wastewater Bonds (if sufficient savings can be achieved). The underwriting team markets and actually sells the bonds to potential buyers.

BACKGROUND: On December 8, 2005, the Banning Utility Authority issued $35,635,000 in Water Enterprise Revenue Bonds, Refunding and Improvement projects. The proceeds of these Bonds were utilized to refund and defease $2,475,000 in 1986 Water Utility Fund Certificates of Participation and $1,890,000 in 1989 Water Utility Fund Certificates of Participation and to provide additional funds to pay for certain capital project improvements. At June 30, 2014, the outstanding balance on the refunding lease agreement was $29,970,000.

Also, on December 8, 2005, the BUA issued $7,100,000 in Wastewater Revenue Bonds. The proceeds of these bonds were used to refund and defease the 1989 Wastewater Utility Fund Certificates of Participation and to provide additional funds to pay for certain capital project improvements. At June 30, 2014, the outstanding balance was $5,415,000.

In July 2007, the Banning Financing Authority issued $45,790,000 in Revenue Bonds (Electric System Project) Series 2007. The proceeds of these bonds were to be used to finance certain improvements to the electric system of the City of Banning. In June 2010, the City bought back $5,775,000 of the outstanding debt of the 2007 Electric Revenue Bonds and the liability for those bonds has been removed from long-term debt. The outstanding balance at June 30, 2014 amounted to $35,205,000.

Municipal interest rates are at historical lows compared to the environment in which the City issued water/wastewater and electric utility bonds in 2005 and 2007, respectively. A number of firms have approached the City in recent months recommending that the City refund those prior

bonds for significant economic savings to the City. It is estimated that the present value savings to the City will be in excess of $4 million dollars on the Water and Electric Utility bonds. The Wastewater bonds will be continually monitored and will be refunded if sufficient savings can be achieved.

Underwriter Solicitation

An RFP for underwriting services was issued on April 15, 2015. Three firms responded to the RFP, Stifel, Raymond James, and the Williams Capital Group. All three firms were determined to be qualified to serve as underwriters for the City's bond issuances. The highest ranked firm was Stifel, followed closely by Raymond James and the Williams Capital Group. After evaluation by a selection committee consisting of three staff members, it was the unanimous recommendation of staff that Stifel be selected as the senior underwriter for the Water, Wastewater (if refunded), and the Electric Utility Revenue Bonds. Because Stifle and Raymond James market to essentially the same investors, staff felt it more productive for the City to pair Stifel with the Williams Capital Group which has a niche market with "crossover buyers (fixed income buyers who do not typically purchase municipal bonds)." This will serve to broaden the market penetration for sale of our bonds, thereby increasing demand, and potentially resulting in a more favorable rate.

Raymond James will nonetheless be included as an approved underwriter for the City's bond issues. Staff will then have the ability to rotate among underwriters for any potential future issuances (e.g., potential refunding of the Successor Agency tax allocation bonds), subject to City Council approval.

Scope of Services

The underwriter is an integral part of the financing team and will assist with all aspects of preparing to go to market and will manage the marketing and selling of the bonds. That will include but is not limited to recommendations for the best structure and credit provisions, drafting of the rating agency and insurer presentations, participate in meetings with credit rating agencies and potential insurers, discussions and/or meetings with potential investors, distribution of the marketing and disclosure documents (i.e., preliminary and final official statements), working with bond counsel and staff on the legal documentation, providing real time market conditions, overseeing the underwriting team, and final marketing and sale of the bonds.

Total sales commission (i.e., takedown) and expenses of the underwriters is tied to the final par amount of the bond issue. That amount will not be definitively determined until the day of the market sale. However, total costs to issue the bonds will not exceed 3% (including financial advisory and bond counsel fees, rating agency and insurer fees, trustee and accounting fees) of the par value of the bonds issued.

FISCAL DATA: There is no direct fiscal impact to the City's budget. The takedown and the expenses of the underwriter are paid directly from bond proceeds.

RECOMMENDED AND APPROVED BY:

Dean Martin
Interim City Manager

CITY COUNCIL AGENDA

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Brian Guillot, Acting Community Development Director**

SUBJECT: **Resolution No. 2015-46, "Termination of the Second Amendment to the Contract Services Agreement between the City of Banning and the Romo Planning Group, Inc.;" and, an Update on the Contract Services Provided by the Romo Planning Group, Inc.**

RECOMMENDATION: That the City Council:

I. Adopt Resolution No. 2015-46 (Attachment 1) approving the Termination of the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc. for the Senior Management Analyst services.

II. Authorize the Interim City Manager to execute the Termination of the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc. in the form that is approved by the City Attorney.

JUSTIFICATION: It has recently been determined that City Manager's Office is no longer in need of additional staff support. Therefore, the Second Amendment to the Contract Services Agreement with the Romo Planning Group approved by the City Council on March 24, 2015 for the Senior Management Analyst services should now be terminated.

BACKGROUND:

Original Contract Services Agreement - On October 9, 2013, the City Council adopted Resolution No. 2013-88 (Attachment 6), authorizing the City Manager to enter into a Contract Services Agreement with the Romo Planning Group (Attachment 7) for project management services relating to the processing of the proposed Rancho San Gorgonio Specific Plan and Environmental Impact Report. The entire contract sum in the amount of $60,480.00 for such project management services is paid through a developer deposit from the applicant, Diversified Pacific. The table below provides a summary of the project expenditures, to date:

Task	Description	Budget Amount	Amount Billed	Percentage Billed	Remaining Budget
1	Overall Project Management	$11,920.00	$11.115.00	93%	$805.00
2	Project Initiation	$4,560.00	$4,560.00	100%	-0-
3	Specific Plan Processing	$2,900.00	$1,710.00	59%	$1,190.00
4	Environmental Impact Report Processing	$22,000.00	$21,143.75	96%	$856.25
5	GPA/ZC/TTM/DA Processing	$12,200.00	-0-	-0-	$12,200.00
6	Public Hearings	$3,000.00	-0-	-0-	$3,000.00
7	Annexation Processing	$3,900.00	-0-	-0-	$3,900.00
Total		**$60,480.00**	**$37,548.75**	**62%**	**$21,951.25**

As the project managers for this project, the Romo Planning Group serves on behalf of the City, as an extension of Planning Division staff, to complete the following tasks: 1) review the environmental documentation, reports and studies submitted by the applicant's technical consultants; 2) review CEQA-related documents (i.e., Initial Study, Notice of Preparation, Draft Environmental Impact Report, etc.) prepared by the City's environmental consulting firm, PlaceWorks; 3) coordinate and conduct the on-going internal project meetings with the applicant and the consulting team; and, 4) prepare the necessary notices, staff reports, resolutions and exhibits for the processing of the Draft Rancho San Gorgornio Specific Plan and Draft/Final Environmental Impact Report.

It is anticipated that the Draft Rancho San Gorgornio Specific Plan and Draft Environmental Impact Report will be circulated for public review, pursuant to the requirements of the CEQA, during August 2015, and that the public hearings will be commence during the beginning of 2016. Therefore, the project management services being provided by the Romo Planning Group will continue throughout the duration of the processing of the Draft Rancho San Gorgornio Specific Plan and Draft/Final Environmental Impact Report.

No additional contract services fees are expected from the Romo Planning Group for the proposed Rancho San Gorgornio project. However, the existing Contract Services Agreement is due to expire at the end of this fiscal year. Therefore, staff will be presenting a request to extend the term of the Contract Services Agreement through the end of Fiscal Year 2016. It is anticipated that this matter will be presented to the City Council for consideration at their meeting on June 23, 2015.

First Amendment to the Contract Services Agreement - On November 12, 2014, the City Council adopted Resolution No. 2014-73 (Attachment 4) approving the First Amendment to the existing Contract Services Agreement with the Romo Planning Group (Attachment 5). This amendment was requested as a result of staff vacancies within the Community Development Department. From a procedural manner, an informal request for proposals for interim planning services was sent to the consulting firms that were under contract with the City at that time. These firms included PlaceWorks, Romo Planning Group, and Willdan. The urgency and necessity for the additional staff support has been due to the critical need to process an increased number of discretionary land use entitlement applications while at the same time maintaining the public counter customer assistance services and completing the increased number special assignments within the Planning Division.

Since November 19, 2014, Oliver Mujica has been serving as the Contract Planner under the existing Contract Services Agreement on behalf of the Romo Planning Group. Over the course of the past seven (7) months while serving the City, Mr. Mujica has continued to demonstrate his expertise, knowledge and experience as a seasoned planner and project manager who is very well-versed in all aspects of city planning, as well as other municipal functions. During his tenure in Banning, Mr. Mujica has successfully completed several key assignments while at the same time assisting with the day-to-day functions of the Planning Division. Mr. Mujica's exemplary ability to work independently, effectively and efficiently allows the Community Development Director to focus on departmental management and administrative matters.

The table below provides a summary of the staffing expenditures, to date, plus the projected expenditures for the remainder of this fiscal year:

FY15	Week 1	Week 2	Week 3	Week 4	Week 5	Total Hours	Hourly Rate	Amount Billed
November, 2014	0	0	18	36	0	54	$80.00	$4,320.00
December, 2014	36	27	36	27	27	153	$80.00	$12,240.00
January, 2015	0	36	36	36	36	144	$80.00	$11,520.00
February, 2015	36	36	27	36	0	135	$80.00	$10,800.00
March, 2015	36	36	36	36	18	162	$80.00	$12,960.00
April, 2015	18	36	36	36	36	162	$80.00	$12,960.00
May, 2015	0	36	36	36	27	135	$80.00	$10,800.00
June, 2015	36	36	36	36	18	162	$80.00	$12,960.00
Total FY15 Budget	**162**	**243**	**261**	**279**	**162**	**1,107**		**$88,560.00**

In order to maintain the existing level of service to the community at the public counter, continue the efficiency of the day-to-day Planning Division functions, manage the anticipated workload of discretionary land use entitlement applications, and address and resolve on-going special assignments within the Community Development Department, staff will be presenting a request to extend the term of the First Amendment to the Contract Services Agreement through the end of Fiscal Year 2016. It is anticipated that this matter will be presented to the City Council for consideration at their meeting on June 23, 2015.

It should be noted that, according to the City's Finance Department, the annual compensation (salary and benefits) for a full-time Associate Planner is approximately $127,000 ($10,583).

Second Amendment to the Contract Services Agreement - As previously mentioned, on March 24, 2015, the City Council adopted Resolution No. 2015-16 (Attachment 2) approving the Second Amendment to the Contract Services Agreement with the Romo Planning Group (Attachment 3) in order to provide Senior Management Analyst services to the City Manager's Office. These additional services included assistance with the tasks associated with the community focus groups, strategic planning efforts, press releases, economic development/business attract efforts, and assistance with special City-related assignments. Since it has been determined that City Manager's Office is no longer in need of the Senior Management Analyst services, staff recommends that the Second Amendment to the Contract Services Agreement with the Romo Planning Group be terminated immediately, pursuant to Article 7.8 (Termination Prior to Expiration of Term). It should also be noted that the Senior Management Analyst services were ceased as of May 13, 2015.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 2015-46 approving:

1. The Termination of the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc. for the Senior Management Analyst services; and

2. Authorizing the Interim City Manager to execute the Termination of the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc. in the form that is approved by the City Attorney.

FISCAL DATA: There will be no fiscal impact as a result of this action as the Senior Management Analyst services will be immediately terminated.

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

APPROVED BY:

Dean Martin
Interim City Manager/Interim Administrative Services Director

ATTACHMENTS:

1. Resolution No. 2015-46 Approving the Termination of the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc.
2. Resolution No. 2015-16 Approving the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc.
3. Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc.
4. Resolution No. 2014-73 Approving the First Amendment to the Contract Services Agreement with the Romo Planning Group, Inc.
5. First Amendment to the Contract Services Agreement with the Romo Planning Group, Inc.
6. Resolution No. 2013-88 Approving the Contract Services Agreement with the Romo Planning Group, Inc.
7. "Original" Contract Services Agreement between the City of Banning and Romo Planning Group, Inc.

Attachment 1
Resolution No. 2015-46

RESOLUTION NO. 2015-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TERMINATING THE SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC.

WHEREAS, on March 24, 2015, the City Council adopted Resolution No. 2015-16 approving the Second Amendment to the Contract Services Agreement with the Romo Planning Group, Inc. for Senior Management Analyst services to be performed for the City Manager's Office; and

WHEREAS, on May 12, 2015, the City Council determined that the City Manager's Office is no longer in need of the Senior Management Analyst services at this time; and

WHEREAS, Article 7.8 of the Contract Services Agreement makes provision for termination of the agreement should the City determine that such Senior Management Analyst services are no longer required.

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

SECTION 1. The Second Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for Senior Management Analyst services is hereby terminated.

SECTION 2. The Interim City Manager is authorized to execute the termination of the Second Amendment to the Contract Services Agreement with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015.

Deborah Franklin, Mayor
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

ATTEST:

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

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-16 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of March, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attachment 2
Resolution No. 2015-16

RESOLUTION NO. 2015-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC. FOR ADDITIONAL SENIOR MANAGEMENT ANALYST SERVICES

WHEREAS, the City Manager is responsible to perform and carry out the management duties and functions of the City; and

WHEREAS, due to staff vacancies within the Department there is a critical need for Senior Management Analyst services at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing and associate planner services; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The Second Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional Senior Management Analyst services is hereby approved (Attachment A).

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2015.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

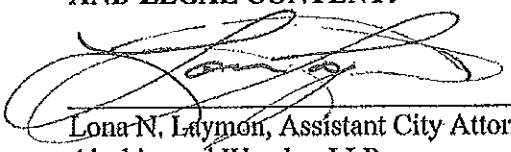
PASSED, APPROVED AND ADOPTED this 24th day of March, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

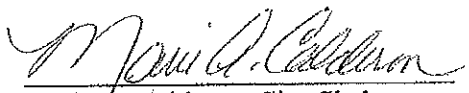


Lona N. Laymon, Assistant City Attorney
Aleshire and Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-16 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of March, 2015 by the following vote, to wit:

AYES:	Councilmembers Miller, Moyer, Peterson, Welch
NOES:	Mayor Franklin
ABSENT:	None
ABSTAIN:	None



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

Attachment 3
Second Amendment to the Contract Services Agreement

SECOND AMENDMENT TO THE CONTRACT SERVICES BY AND BETWEEN THE CITY OF BANNING, CALIFORNIA AND ROMO PLANNING GROUP, INC.

THIS SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT ("First Amendment") by and between the CITY OF BANNING ("City") and Romo Planning Group ("Consultant") is effective as of the 24th day of March 2015.

RECITALS

A. City and Consultant entered into an Agreement for Contract Services ("Agreement") approved by the City Council on October 9, 2013, to provide project management services as fully described in Exhibit "A" of the Agreement entitled Scope of Services.

B. Article 1.10 of the agreement makes provision for Additional Services should they be required.

C. City and Consultant now desire to amend the Agreement to provide Senior Management Analyst services in accordance with section 1.10 *Additional Services* as provided herein.

D. City and Consultant wish to amend the Agreement in accordance with the terms herein.

E. This amendment to the Agreement is made in accordance with Section 9.4 of the Agreement, which provides that "No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council".

NOW, THEREFORE, it is hereby agreed that the recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

Section 1. Article 1.1 Scope of Services is amended to add Senior Management Analyst services in accordance with Exhibit "A-1".

Section 2. Article 2.1 Contract Sum is amended to add Senior Management Analyst services in accordance with Exhibit "C-1" and the following:

I. The City will compensate Contractor for the Services performed upon submission of a valid invoice not more than one time each calendar month. Each invoice shall include:

   A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

   B. Line items for all materials and equipment properly charged to the Services.

   C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. The Contractor's billing rates for all personnel are attached as Exhibit "C-1".

Section 3. Article 2.3 Reimbursable Expenses is amended for Senior Management Analyst services in that any reimbursable expenses incurred for temporary planning services shall be approved in advance in writing by the Director.

Section 4. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

Section 5. Affirmation of Agreement; Warranty Re: Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of tie or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Section 6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

Section 7. Authority. The person(s) executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Contractor have entered into this First Amendment as of the date set forth above.

CITY OF BANNING

By: _____
James E. Smith, Interim City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Lona N. Laymon, Assistant City Attorney

"CONSULTANT"
THE ROMO PLANNING GROUP, INC.

By: _____
Gustavo J. Romo, Principal/CEO
Address: ~~2560 N. Los Lomitas Way~~
~~Covina, CA 91724~~
8338 Garden St.
Alta Loma, CA 91701

By: _____
Elizabeth Romo, Secretary
Address: ~~2560 N. Los Lomitas Way~~
~~Covina, CA 91724~~
8338 Garden St.
Alta Loma, CA 91701

IN WITNESS WHEREOF, City and Contractor have entered into this First Amendment as of the date set forth above.

CITY OF BANNING

By: _____
James E. Smith, Interim City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Lona N. Laymon, Assistant City Attorney

"CONSULTANT"
THE ROMO PLANNING GROUP, INC.

By: _____
Gustavo J. Romo, Principal/CEO
Address: 2560 N. Los Lomitas Way
Covina, CA 91724

EXHIBIT "A-1"

SCOPE OF SERVICES (SUPPLEMENTAL)

SENIOR MANAGEMENT ANALYST

I. As the Senior Management Analyst, the Consultant will perform the following services:

A. Under the direction of the Community Development Director, assist with the day-to-day functions of the Planning Division. Conduct professional, current and advanced planning studies for the City of Banning. Collect and present data and prepare reports regarding land use, zoning, urban design, population trends, transportation, housing, redevelopment and community service needs for City Council, Planning Commission and Community Development Director. Serve as a project leader for professional and technical personnel. Assist with work instruction or project direction of new staff members. Receive and process site plan and rezoning permits, plan amendments, use permits, environmental clearance and business licenses. Review, investigate and process plans and applications for subdivisions, housing and commercial developments. Determine conformity with laws, policies, regulations and procedures. Identify problems and alternative solutions for planning activities. Administer, interpret and enforce provisions of zoning codes and standards to potential applicants and public. Monitor status of development applications for acceptance to issuance of final permit and conduct periodic reviews of conditional permits. Provide information and assistance to developers, property owners and public. Assist with the review, development or revision of plans, environmental impact reports and ordinances. Compile, analyze and interpret data relating to environmental, social, economic, housing, community and demographic trends. Conduct field surveys and investigations.

B. Under the direction of the City Manager, perform and carry out the management duties and functions of the City as an extension of City staff by serving in the role as the Assistant to the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall direct. To the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him by the City, subject to the control and direction of the City Manager. Perform a wide variety of highly responsible, complex, and diverse advanced level professional duties involved in providing management, administrative, analytical, and technical support to the City Manager's Office; plan, organize, coordinate, and participate in various management, program and administrative operations and activities including those having a City-wide impact; manage and oversee assigned departmental service areas; coordinate assigned activities with City departments, outside agencies, and the general public; and provide information and assistance to internal and external customers regarding assigned department programs and services.

C. Under the direction of the City Manager and the City's Economic Development Consultant, assist in the coordination of development projects and function as a liaison and facilitator between businesses, development professionals and City staff. Respond to leads and inquiries for potential new business development, as well as retention of existing businesses. Develop and manage marketing strategies to attract potential businesses and new development projects. Research policies, procedures and programs relative to economic development. Recommend and implement appropriate policies, procedures and programs in accordance with the City's economic development goals and objectives. Identify and pursue potential funding opportunities.

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

A. Monthly Project Status Updates summarizing the "tasks completed" and the "tasks to be completed." A separate Project Status Update shall be provided to the Community Development Director and City Manager.

III. **The Consultant will utilize the following personnel to serve as the Senior Management Analyst:**

A. Oliver Mujica

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

NONE

ADDENDUM TO EXHIBIT "C-1"

For services pertaining to the position of Senior Management Analyst, RPG proposes the following rates:

Senior Management Analyst

Classification/Personnel	Hourly Rate
Senior Managment Analyst	$100.00

Attachment 4
Resolution No. 2014-73

RESOLUTION NO. 2014-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC. FOR ADDITIONAL PLANNING SERVICES

WHEREAS, Planning Division of the Community Development Department processes entitlement applications and permits, provides current and advanced planning services, and provides other related services to the public; and

WHEREAS, due to staff vacancies within the Department there is a critical need for planning services at this time; and

WHEREAS, the City currently contracts with Romo Planning Group for professional project management services for the Rancho San Gorgonio Specific Plan processing; and

WHEREAS, Article 1.10 of the agreement makes provision for additional services should the City require additional professional services.

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

SECTION 1. The First Amendment to the Contract Services Agreement with Romo Planning Group, Inc. for additional planning services is hereby approved (Attachment A).

SECTION 2. The Administrative Services Director is authorized to make the necessary budget adjustments and appropriations, if needed, to implement the contract for FY 2015.

SECTION 3. The City Manager is authorized to execute the contract amendment with Romo Planning Group, Inc. in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2014.

Deborah Franklin

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Assistant 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. 2014-73 was duly adopted by the City Council of the City of Banning at a special meeting thereof held on the 12th day of November, 2014, by the following vote, to wit:

AYES:	Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin
NOES:	None
ABSENT:	None
ABSTAIN:	None

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

Attachment 5
First Amendment to the Contract Services Agreement

FIRST AMENDMENT TO THE CONTRACT SERVICES BY AND BETWEEN THE CITY OF BANNING, CALIFORNIA AND ROMO PLANNING GROUP, INC.

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT ("First Amendment") by and between the CITY OF BANNING ("City") and Romo Planning Group ("Consultant") is effective as of the 13rd day of November 2014.

RECITALS

A. City and Consultant entered into an Agreement for Contract Services ("Agreement") approved by the City Council on October 9, 2013, to provide project management services as fully described in Exhibit "A" of the Agreement entitled Scope of Services.

B. Article 1.10 of the agreement makes provision for Additional Services should they be required.

C. City and Consultant now desire to amend the Agreement to provide Planning services in accordance with section 1.10 *Additional Services* as provided herein.

D. City and Consultant wish to amend the Agreement in accordance with the terms herein.

E. This amendment to the Agreement is made in accordance with Section 9.4 of the Agreement, which provides that "No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council".

NOW, THEREFORE, it is hereby agreed that the recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

Section 1. Article 1.1 Scope of Services is amended to add temporary planning services in accordance with Exhibit "A".

Section 2. Article 2.1 Contract Sum is amended to add temporary planning services in accordance with Exhibit "C" and the following:

I. The City will compensate Contractor for the Services performed upon submission of a valid invoice not more than one time each calendar month. Each invoice shall include:

   A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

   B. Line items for all materials and equipment properly charged to the Services.

   C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

   D. The Contractor's billing rates for all personnel are attached as Exhibit "C".

Section 3. Article 2.3 Reimbursable Expenses is amended for temporary planning services in that any reimbursable expenses incurred for temporary planning services shall be approved in advance in writing by the Director.

Section 4. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

Section 5. Affirmation of Agreement; Warranty Re: Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of tie or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Section 6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

Section 7. Authority. The person(s) executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Contractor have entered into this First Amendment as of the date set forth above.

CITY OF BANNING

By: _____
Homer Croy, Interim City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Lona N. Laymon, Assistant City Attorney

"CONSULTANT"
THE ROMO PLANNING GROUP, INC.

By: _____
Gustavo J. Romo, Principal/CEO
Address: 2560 N. Los Lomitas Way
Covina, CA 91724

Attachment 6
Resolution No. 2013-88

RESOLUTION NO. 2013-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE ROMO PLANNING GROUP, INC. FOR RANCHO SAN GORGONIO PROJECT MANAGER SERVICES

WHEREAS, the City of Banning received a development application from Rancho San Gorgonio, LLC. for the development of a master plan community called, "Rancho San Gorgonio (RSG)"; and

WHEREAS, the RSG development is proposed on an 849 acre property which is located on the south side of Westward Avenue between Sunset Avenue and San Gorgonio Avenue/Highway 243; and

WHEREAS, due to lack of staffing to manage and oversee a large development project including the preparation of the environmental impact report and to process the entitlement of the above-mentioned project, the City Management staff determined that it is best to hire a contract planner to be a Project Manager to manage the project; and

WHEREAS, on June 6, 2013, staff released the Request for Proposal (RFP) for a Project Manager with responses due on July 18, 2013; and

WHEREAS, the City received four responses from the following consultants: Duane Morita Planning and Environmental; P3 Services; PZL, Inc. and The Romo Planning Group, Inc.; and

WHEREAS, interviews with the consultants were held on August 27, 2013 and based on selection criteria including experience, qualifications, references, approach and understanding, schedule and costs, The Romo Planning Group, Inc. was determined to be the most qualified responsive proposer; and

WHEREAS, the scope of work outlines the Project Manager's responsibility for managing the entitlements of the project and carrying it through the public hearing process and overseeing the preparation of the Specific Plan and consultants who will prepare the environmental impact report (EIR) and making sure that the EIR complies with the various timelines and review process in accordance with CEQA Guidelines including filing of the various notices with the State and the County; and

WHEREAS, professional services provided by The Romo Planning Group, Inc. in regard to the abovementioned services will be funded by Rancho San Gorgonio, LLC in the amount of $60,480.00.

NOW THEREFORE, the City Council of the City of Banning does hereby find, determine, and resolve as follows:

SECTION 1. The Council approves the award of the Professional Services Agreement to The Romo Planning Group, Inc. of Covina, California for Rancho San Gorgonio Project Manager Services.

SECTION 2. The Administrative Services Director is authorized to make necessary appropriations and account transfers to fund this agreement and appropriate funds deposited by Rancho San Gorgonio, LLC. for the purpose of funding the said Professional Services Agreement.

SECTION 3. The City Manager is authorized to execute the contract agreement with The Romo Planning Group, Inc. of Covina, California, in a form approved by the City Attorney. This authorization will be rescinded if the contract agreement is not executed by the parties within ninety (90) days of the date of this resolution.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2014.

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 & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-88 was duly introduced and adopted at a regular meeting of the City Council of the City of Banning, held on the 14th day of January, 2014, by the following vote, to wit:

AYES: Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None

Marie A. Calderon

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

Attachment 7
Original Contract Services Agreement

CONTRACT SERVICES AGREEMENT FOR RANCHO SAN GORGONIO PROJECT MANAGER

By and Between

THE CITY OF BANNING,
A MUNICIPAL CORPORATION

and

THE ROMO PLANNING GROUP, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
THE ROMO PLANNING GROUP, INC.
FOR RANCHO SAN GORGONIO PROJECT MANAGER

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this 9th day of October, 2013 by and between the City of Banning, a municipal corporation ("City") and The Romo Planning Group, Inc., a California corporation ("Consultant" or "Contractor"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.". (The term Consultant 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 Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant'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.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Consultant 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. Consultant 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, Consultant 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. Consultant shall act sooner as requested by the City in response to an emergency. In addition, Consultant shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other Consultants) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Consultant'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. Consultant 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 Consultant. 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 Consultant 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 Consultant agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Consultant 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 Consultant's sole expense. Consultant 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.**

Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. Consultant 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 Consultant, 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 Consultant. 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.11 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 Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Sixty Thousand Four Hundred Eighty Dollars ($60,480.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions 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 Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City , if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant'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, Articles 1 and 5, pertaining to indemnification and insurance, respectively.

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Ernest Perea	Project Manager
(Name)	(Title)
Tracyi Nelson	Principal Planner
(Name)	(Title)

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

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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. Consultant'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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant 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, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Consultant 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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

(b) Consultant, its officers, employees, agents or 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such

action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition 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 Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement 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 Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BANNING, a municipal corporation

June Overholt, Interim City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONSULTANT:

THE ROMO PLANNING GROUP, INC.

By: _____
Name: Gustavo V. Romo
Title: Principal/CEO

By: _____
Name: Elizabeth Romo
Title: Secretary

Address: 2560 N. Las Lomitas Way
Covina, CA 91724

Two signatures are required if a corporation.

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

ACKNOWLEDGMENT

State of California

County of Los Angeles

On September 26, 2013 before me, Cynthia L. Petersen, Notary Public, personally appeared Gustavo J. Romo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

CYNTHIA L. PETERSEN
Commission # 1872852
Notary Public - California
Los Angeles County
My Comm. Expires Jan 6, 2014

Signature Cynthia L. Petersen **(Seal)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside)

On 2-24-14 (DATE) before me, TERRI Escalante (INSERT NAME, TITLE OF OFFICER – E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Elizabeth Romo

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.

TERRI ESCALANTE
COMM. #1897165
NOTARY PUBLIC ◆ CALIFORNIA
RIVERSIDE COUNTY
Comm. Exp. JULY 27, 2014
MGC1

NOTARY PUBLIC SIGNATURE (SEAL)

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT

DATE OF DOCUMENT NUMBER OF PAGES

SIGNERS(S) OTHER THAN NAMED ABOVE

SIGNER'S NAME SIGNER'S NAME

RIGHT THUMBPRINT	RIGHT THUMBPRINT

To order supplies, please contact McGlone Insurance Services, Inc. at (916) 484 0804.

402

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. **Overall Planning Project Management**: provide planning project management for the Rancho San Gorgonio Project which proposes the development of a master planned community providing a mix of residential, commercial, open space and recreational areas (the "Project"). The Project Manager, listed below in Section V., will be the primary contact for the City and an extension of City staff and will report to the City of Banning Community Development Director.

B. **Project Initiation / Background Research:**

1. Project Kick-Off Meeting (1 meeting)
2. Background Research
3. Issue Identification

C. **Specific Plan:**

1. Review Draft Specific Plan
2. Provide Specific Plan comments to applicant
3. Review Final Specific Plan

D. **Environmental Impact Report:**

1. Review and comment on technical studies prepared by applicant and/or EIR Consultant.
2. Oversee and manage the consultants who will prepare the Draft and Final Environmental Impact Report for the project and making sure that the EIR complies with the various timelines and review process in accordance with CEQA Guidelines including filing of the various notices with the State and County.

E. **General Plan Amendment / Zone Change / Tentative Tract Map:** Process and report preparation of any general plan amendment or zone change. Review and process subdivision maps.

F. **Design Review/ Site Plan/ Conditional Use Permit Review:** design plan, site plan, and conditional use permit review.

G. **Development Agreement:** Coordinate the preparation of the Development Agreement with City Attorney's Office.

H. **Water Supply Assessment**: water supply assessment pursuant to SB 610 and an SB 221 verification of sufficient water supply will be prepared. The EIR will include the assessment and any additional supply information in determining the adequacy of the water supply to support the Project.

I. **Meetings:**

1. One (1) meeting with Riverside County Airport Land Use Commission (ALUC).
2. Two (2) Planning Commission meetings.
3. Two (2) City Council meetings.
4. The Contractor will provide information and/or attend meetings(s) requested by the Community Development Director as the process moves forward. The Contractor is also responsible for answering questions from the public with regard to the project.

J. **Annexation:** Coordinate application for annexation with Riverside County Local Agency Formation Commission (LAFCO) on behalf of the City.

K. **Regulatory Approvals:** coordinate regulatory approval from US Army Corps of Engineers (404 Permit), California Department of Fish and Wildlife (1602 Permit), Regional Water Quality Control Board (401 Certification).

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

As part of the entitlement approval process described above, the Contractor is responsible for preparing staff reports and all attachments to the staff report, comments, memos, letters, and public hearing notices. The Project Manager is also responsible for filing of the Notice of Determination with the State and County Clerk.

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

Bi-weekly status reports.

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

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

A. Earnest Perea, Project Manager

B. Trayci Nelson, Principal Planner

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

- Section 1.7 entitled "Warranty" is hereby deleted in its entirety.

- Section 5.4 entitled "Performance Bond" is hereby deleted in its entirety.

- Section 7.7 entitled "Liquidated Damages" is hereby deleted in its entirety.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks and the following rates:

TASK DESCRIPTION	PROJECT MANAGER ERNEST PEREA	PRINCIPAL PLANNER TRAYCI NELSON	SUB-CONSULTANTS	TOTAL
	$140/HOUR	$110/HOUR	FLAT RATE	
Overall Project Management	$8,400.00	$3,520.00	N/A	$11,920.00
Project Initiation	$2,800.00	$1,760.00	N/A	$4,560.00
Specific Plan Processing	$2,240.00	$660.00	N/A	$2,900.00
Environmental Impact Report Processing	$16,800.00	$2,200.00	**$3,000.00	$22,000.00
GPA / ZC / TTM / DA Processing	$5,600.00	$6,600.00	N/A	$12,200.00
Public Hearings	$1,680.00	$1,320.00	N/A	$3,000.00
Annexation Processing	$2,800.00	$1,100.00	N/A	$3,900.00
Total Cost (Not To Exceed)	$40,880.00	$18,700.00	$3,000.00	**$60,480.00**

**If necessary

II. Payments will be made based upon the satisfactory completion of the task.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. **The total compensation for the Services shall not exceed $60,480.00, as provided in Section 2.1 of this Agreement.**

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

EXHIBIT "C-1"

CONTRACTOR BILLING RATES

Classification / Personnel	Hourly Rate
Project Manager – Ernest Perea	$140.00
Principal Planner – Trayci Nelson	$110.00
Sub-Consultants	
Kevin Carr, KPC Environmental	$100.00
George Writes, Biologist	$100.00
Jean A. Keller, Ph.D., Archaeologist	$125.00

Notes:

1.) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls, travel, and traffic counts will be billed at cost plus ten percent (10%).

2.) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services timely in accordance with the following schedule:**

TASK DESCRIPTION	PERFORMANCE SCHEDULE
A. **Planning Project Manager:** The Project Manager will be an extension of City staff and will report to the City of Banning Community Development Director. The Project Manager will be an extension of City staff and will report to the City of Banning Community Development Director.	On-going
B. **Project Initiation / Background Research:** 1.) Project Kick-Off Meeting (1 meeting) 2.) Background research 3.) Issue identification	B.1) To be determined by City. B.2 and B.3) Within 2 weeks after authorization to start work by City.
C. **Specific Plan:** 1.) Review Draft Specific Plan 2.) Provide Specific Plan comments to applicant 3.) Review Final Specific Plan	C.1 and C.2) Within 2 weeks after submittal of Specific Plan. C.3) Within 2 weeks after re-submittal of Specific Plan by applicant.
D. **Environmental Impact Report:** 1.) Review & comment on technical studies prepared by applicant and/or EIR Consultant. 2.) Oversee and manage the consultants who will prepare the Draft and Final Environmental Impact Report for the project and making sure that the EIR complies with the various timelines and review process in accordance with CEQA Guidelines including filing of the various notices with the State and the County.	D.1) Within 2 weeks after submittal of technical reports. D.2). On-going per agreement between City and EIR Consultant.

E. **General Plan Amendment / Zone Change / Tentative Tract Map:** Process & report preparation.	Per City directed timelines to be determined.
F. **Development Agreement:** Coordinate the preparation of the Development Agreement with the City Attorney's Office.	Per City directed timelines to be determined.
G. **Meetings:** 1.) Riverside County ALUC (one meeting). 2.) Planning Commission (2 meetings). 3.) City Council (2 meetings). 4.) The Contractor will provide information and/or attend meeting(s) requested by the Community Development Director as the process moves forward. The Contractor is also responsible for answering questions from the public with regard to the project.	G.1) Prior to completion of Draft EIR. G.2) Per City directed timelines. G.3.) Per City directed timelines. G.4) On-going.
H. **Annexation:** Coordinate application with Riverside County LAFCO on behalf of the City.	H.1) 4 to 6 months after a complete set of application materials have been submitted to the LAFCO office.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Staff reports and all attachments, delivery date to be determined.

B. Written comments, memos and letters, delivery date to be determined.

C. Public hearing notices, delivery date to be determined.

D. Notice of Determination including filing with the State and County Clerk, delivery date to be determined based on the City's direction and California Environmental Quality Act (CEQA) requirements.

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

CITY COUNCIL/BANNING UTILITY AUTHORITY AGENDA

DATE: **May 26, 2015**

TO: **Banning Utility Authority**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Request for a Will-Serve Letter to High Valley Water District for the Cameron Ranch Development Project**

RECOMMENDATION: That the City Council provide direction to staff regarding the processing of a Will-Serve letter to High Valley Water District for the Cameron Ranch Development project.

JUSTIFICATION: On April 20, 2015, staff received a request for a Will-Serve letter from a Mr. Cameron Kojima of Cameron Ranch Associates, LLC for a proposed development within the Poppet Flats Community.

BACKGROUND: The Poppet Flats Community is located along State Route 243 south of the City of Banning ("City") city limits. Water is provided to the Poppet Flats Community by the High Valleys Water District ("HVWD"), who has been a customer of the City since the City acquired the Mountain Water Company in 1997 and was a customer of Mountain Water Company beginning in 1972. HVWD has limited natural water resources and receives a majority of its water from the City. Water purchased by HVWD from the City is pumped approximately eight (8) miles and supplied to 215 customers.

On April 20, 2015, staff received a request for a Will-Serve letter from a Mr. Cameron Kojima of Cameron Ranch Associates, LLC for a proposed development ("Cameron Ranch") within the Poppet Flats Community. The Cameron Ranch project proposes to construct 154 residential lots on approximately 160 acres. The development would receive its water deliveries from HVWD. It has been estimated that HVWD will require approximately 148 acre-feet per year of water deliveries from the City in order to meet the demand of the Cameron Ranch development.

The Riverside County Department of Environmental Health along with the State Water Resources Control Board has, as a condition of the project approval, requested the project applicant acquire and submit a will-serve letter from the City.

If it is City Council's desire to issue a will-serve letter, staff's recommendation would be to place conditions on said letter ("Conditional Will-Serve Letter"). Attached, as Exhibit "A", is a draft Conditional Will-Serve Letter specific to this request.

FISCAL DATA: There is not a direct fiscal impact of issuing a Will-Serve Letter. It should be noted that the additional water delivery to HVWD would create additional revenue to the Water Fund.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED BY:

Dean Martin
Interim City Manager/Administrative Services Director

Attachments:

1. Exhibit "A" – Draft Conditional Will-Serve Letter

Attachment 1 - Exhibit "A"

DRAFT Conditional Will-Serve Letter

High Valleys Water District
Stan Houghton, General Manager
47781 Twin Pines Rd
Banning, CA 92220

May XX, 2015

Subject: Conditional Will-Serve Cameron Ranch (Poppet Flats)

To Whom It May Concern:

This letter is in response to a letter submitted to the City of Banning ("City") by Mr. Cameron Kojima of Cameron Ranch Associates, LLC dated April 20, 2015 requesting a Will-Serve letter for a proposed residential development. Our understanding is that the project is within the Poppet Flats Community, which is supplied water to by High Valleys Water District ("HVWD"), outside of the Banning city limits and consists of 154 residential lots on approximately 160 acres.

This letter shall serve as a Conditional Will-Serve letter and should not be taken as a guarantee that water service shall be provided in the future or that additional conditions, not otherwise listed in this letter, will not be imposed by the City of Banning prior to granting water service. The intent of this letter is to acknowledge that water service will be provided on the condition that the developer agrees to meet all of the requirements without cost to the City.

The following conditions shall apply:

1. The City of Banning has been required by the State Water Resource Control Board's Emergency Regulation related to the drought to reduce its total water production by 32%. In an effort to comply with this requirement, the City will not provide water for the Cameron Ranch Development until the Emergency Regulation has been rescinded (approximately 270 days following adoption).

2. The project shall meet the requirements of the Governor's April 1, 2015 Executive Order (B-29-15) applicable to projects of this type including, but not limited to:
    a. Irrigation with potable water of ornamental turf on public street medians will not be allowed.
    b. Irrigation with potable water outside of newly constructed homes shall be prohibited unless the irrigation is provided by a drip or microspray system.

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3. The developer shall prepare a water conservation plan to reduce water consumption in the landscape environment using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living ground-cover, a low percentage of turf coverage (limited to 25% of the planted area), permeable paving and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.

4. An informal estimate of the water use by the proposed development (148 acre-ft/year) has been provided by the project applicant's engineer. A formal water demand analysis shall be prepared by a licensed engineer and submitted to the City for review.

5. The project applicant shall have prepared, by a licensed engineer, a hydraulic analysis of the City's system to HVWD point of connection. This analysis shall include assessing the City's infrastructure needs in order to provide the required amount of water, which shall include, but not limited to:
    a. The construction of additional water mains, pumps, valves, etc. in order to provide redundancy in the City's infrastructure network to ensure water delivery to HVWD's point of connection.

6. Provide a water master plan for the proposed development for the City's records.

7. Pay all applicable fees to cover the cost of preparation of special studies required from the City of Banning including, but not limited to a Source Capacity Planning Study.

8. Pay all applicable water connection fees per Chapter 13.08 "Water, Sewer and Electricity Rates" of the Banning Municipal Code prior to the issuance of a building permit.

If you have any questions, feel free to call me at (951)922-3130.

Sincerely,

Art Vela, P.E.
Acting Public Works Director

Copy: Project File

CITY COUNCIL AGENDA

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution No. 2015-45, "Approving a Professional Services Agreement with Cozad and Fox, Inc. for the Design of Improvements at the intersection of Ramsey Street and Hargrave Street and Rejecting All Other Bids"**

RECOMMENDATION: The City Council adopt Resolution No. 2015-45:

I. Approving a Professional Services Agreement with Cozad and Fox, Inc. of Hemet, California in the amount of $79,920.00.

II. Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the project.

III. Authorizing the City Manager to execute the Professional Services Agreement with Cozad and Fox, Inc.

JUSTIFICATION: Design services are necessary to complete the improvement plans for the intersection at Ramsey Street and Hargrave Street and is necessary in order to improve traffic flow, safety and to meet the City's General Plan Circulation Element requirements.

BACKGROUND: The intention of this project is to widen Ramsey Street and Hargrave Street within the project limits to improve traffic flow and safety and to meet City General Plan circulation requirements. A street improvement plan, including signage, striping and street lighting plans, was previously prepared by Land Engineering Consultants, Inc. in 2014, although not completed. The street improvement plan will be finalized with the award of a Professional Services agreement with Cozad & Fox, Inc. for design services.

The scope of work for this project includes completing the design of the street improvement plans. The design includes the relocation of the curb and gutters along both sides of Hargrave Street, north of Ramsey Street to Williams Street and along the north side of Ramsey Street fronting two parcels to the east of the intersection and one parcel to the west of the intersection. The widening of the intersection shall require the preparation of a traffic signal relocation plan.

Additionally, the scope of work consists of the design of a 14 inch distribution water main along Hargrave Street from Ramsey Street to Williams Street. Additional services include meetings, utility coordination, and the preparation of right-of-way dedication documents, potholing, construction surveying and staking and As-Built drawings.

Staff advertised a Request for Proposals ("RFP"), attached as Exhibit "A", on April 10, 2015 in the Press Enterprise and on the City's website. The RFP with the detailed Scope of Work is provided as Exhibit "B".

Public Works staff received five proposals in response to the RFP, assembled a committee consisting of two members from the Public Works Department and one from the Community Development Department and evaluated the proposals based on project approach, technical competency, project team and experience, overall responsiveness to the RFP and cost. The following are the average scores for the five proposers:

	Consultant	Score
1.	Cozad and Fox, Inc.	91.0
2.	TKE	85.7
3.	Land Engineering Consultants, Inc.	82.0
4.	Madole & Associates, Inc.	65.7
5.	Onward Engineering	65.3

The evaluation summary can be found attached as Exhibit "C". As noted, Cozad and Fox, Inc. submitted the highest scored proposal. The fee schedule submitted by Cozad and Fox, Inc. can be found attached as Exhibit "D". The cost to perform the design services is for an amount "not to exceed" $79,920.00.

FISCAL DATA: The total cost for the Professional Services Agreement is for an amount "not to exceed" $79,920.00. Funding for this agreement is available in the Tax Allocation Bonds (2007 TABS) Ramsey Street Improvements Fund, Account No. 855-9500-490.93-30.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED/APPROVED BY:

Dean Martin
Interim City Manager/
Administrative Services Director

Attachments:

1. Exhibit "A"- Press Enterprise Advertisement
2. Exhibit "B" - Request for Proposals (RFP)
3. Exhibit "C" – Proposal Evaluation Summary
4. Exhibit "D" – Cozad and Fox, Inc. Fee Schedule

RESOLUTION NO. 2015-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COZAD AND FOX, INC. FOR THE DESIGN OF IMPROVEMENTS AT THE INTERSECTION OF RAMSEY STREET AND HARGRAVE STREET

WHEREAS, engineering design services for the preparation of construction documents for street and water main improvements at the intersection of Ramsey Street and Hargrave Street are needed in order to improve traffic flow and safety and to meet City General Plan circulation requirements; and

WHEREAS, a street improvement plan, including signage and striping and street lighting plans, was prepared by Land Engineering Consultants, Inc. in 2014 but not completed; and

WHEREAS, staff advertised a Request for Proposals ("RFP"), attached as Exhibit "A", on April 10, 2015 in the Press Enterprise and on the City's website;

WHEREAS, the main project scope includes the street improvements plans, the design of a 14 inch distribution water main along Hargrave Street, from Ramsey Street to Williams Street, a traffic signal relocation plan and the preparation of specifications, construction surveying and staking and As-Built drawings and is further described in the RFP attached as Exhibit "B"; and

WHEREAS, Public Works Department staff received five proposals in response to the RFP, assembled a committee consisting of two members from the Public Works Department and one from the Community Development Department and evaluated the proposals, shown as Exhibit "C", based on project approach, technical competency, project team and experience, overall responsiveness to the RFP and cost; and

WHEREAS, Cozad and Fox, Inc. submitted the highest scored proposal; and

WHEREAS, the total cost for the Professional Services Agreement is for an amount "not to exceed" $79,920.00, see Exhibit "D", and funding for these services is available in the Tax Allocation (2007 TABS) Ramsey Street Improvements Fund, Account No. 855-9500-490.93-30.

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

SECTION 1. The Banning City Council adopts Resolution No. 2015-45 approving a Professional Services Agreement with Cozad and Fox, Inc. of Hemet, California in an amount "not to exceed" $79,920.00.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments and appropriations and transfers related to the project.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Cozad and Fox, Inc. of Hemet, California, in a form approved by the City Attorney. 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 26th day of May, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

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

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-45, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 1

EXHIBIT "A" - RFP ADVERTISEMENT

REQUEST FOR PROPOSALS (RFP)
DESIGN OF IMPROVEMENTS AT THE INTERSECTION OF
RAMSEY STREET AND HARGRAVE STREET

The City of Banning is soliciting proposals from qualified consulting firms to provide "Design of Improvements at the Intersection of Ramsey Street and Hargrave Street".

A complete copy of the Request for Proposals may be obtained by visiting the City of Banning website at http://www.ci.banning.ca.us/index.aspx?nid=19 or by contacting Ms. Holly Stuart, Public Works Analyst by email at hstuart@ci.banning.ca.us or by phone at (951) 922-3138. The Proposals are due by Tuesday, April 28, 2015 at 5:00 pm to the City of Banning, City Clerk located at 99 E. Ramsey Street, Banning, CA 92220.

BY ORDER OF THE CITY CLERK of the City of Banning, California.

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

DATED: April 7, 2015
PUBLISH: April 10, 2015

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ATTACHMENT 2

EXHIBIT "B" - REQUEST FOR PROPOSALS

Request for Proposals (RFP)

Design of Improvements at the Intersection of Ramsey Street and Hargrave Street

Proud History
Prosperous Tomorrow

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

April, 2015

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1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified consulting firms to provide engineering design services for the completion of existing street improvement plans that have been partially prepared; to develop another street improvement design alternative; to prepare a traffic signal relocation plan and the design of a water distribution main on Hargrave Street, from Ramsey Street to Williams Street.

1.2 BACKGROUND INFORMATION

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Gorgonio Pass area of Riverside County, approximately 30 miles east of the cities of San Bernardino and Riverside. The 2010 California Department of Finance recorded a population of 29,603 for the City of Banning.

The intention of this project is to widen Ramsey Street and Hargrave Street within the project limits to improve traffic flow and safety and to meet City General Plan circulation requirements. A street improvement plan, including signage and striping was prepared to the 50% level. The plan is attached as Exhibit "A" and the consultant selected for this contract shall have access to it on AutoCAD, in addition to the Boundary and Topographic Map already prepared. The City would like an alternative street improvement plan designed for the easterly side of Hargrave Street with an alignment that tapers to avoid the removal of obstructions near the improved driveway on Hargrave Street. Both designs shall be prepared to the 90% level and a construction cost estimate shall be prepared for both scenarios. The City shall then select one design to be finalized.

2.0 SCOPE OF WORK

The project scope includes completing the design of street improvement (including signage and striping plans) plans that have been partially prepared for the City of Banning, attached as Exhibit "A", and also designing an alternative alignment along the easterly side of Hargrave Street that tapers to avoid the removal of utilities near the improved driveway on Hargrave Street. Both designs shall be prepared to the 90% level and construction cost estimates shall be provided to the City, so a final design can be selected for the 100% phase for the preparation of Plans, Specifications and final construction cost estimates.

Additionally, the scope includes the design of a 14 inch distribution water main along Hargrave Street from Ramsey Street to Williams Street. Water services shall be designed for future development and required appurtenances. A Traffic Signal Relocation Plan shall also be prepared. Coordination with Riverside County Flood Control District (RCFCD) shall be needed to incorporate their

design of the storm drain, catch basins and inlets along Hargrave Street into this project. The Specifications shall include the Technical Specifications, Bid Schedule and Special Provisions given by the RCFCD. Right of Way dedications will also be required. Coordination with all of the utility companies and meetings will also be required. During construction, surveying, staking and As-Built drawing preparation will be required.

The following Scope of Work tasks must be listed and addressed on the proposal submitted to the City:

A. ENGINEERING/SURVEY DESIGN SERVICES

2.1 PROJECT ADMINISTRATION AND COORDINATION

Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City of Banning, consultant shall conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task and subtasks, milestones, critical path designation and a schedule for progress meetings.

Multi-Agency Coordination

The RCFCD is currently designing a storm drain along Hargrave Street that the City intends to include in the final Construction documents and Bid package. The consultant shall be responsible for this coordination. Additionally, there is potential for the relocation of utilities belonging to Edison and the City of Banning Electric Department. It is very important to coordinate with these entities during design. Communication with affected property owners will be coordinated through the City of Banning.

Project Milestone/Monthly Meetings

Consultant shall prepare a project execution schedule with major milestones to the City of Banning for approval. Consultant shall prepare regular progress reports and meeting Agendas and Minutes for the City of Banning staff each month. Assume that monthly meetings will occur during the entire design phase of the project and include this in the Schedule and Fee Schedule.

2.2 UTILITY DOCUMENATION, ROW, PROPERTY AND UTILITY RESEARCH

Utility Research

Consultant shall conduct thorough research to obtain all available utility documents within the project area. Consultant shall be responsible for researching all applicable agency and utility company records. Consultant shall conduct field research to collect visible information of project sites. Consultant

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shall be responsible for preparing a complete list of all underground (U/G) and aboveground (A/G) utilities and facilities in the project area.

Right of Way dedications

The consultant shall research the existing right of way and perform all of the work required to prepare up to ten (10) right-of-way dedication documents (legal descriptions and plats) to accommodate the proposed street improvements. Prepare a draft of each right-of-way dedication for staff review, incorporate comments, and finalize for the City to seek Riverside County recordation of the documents.

2.3 POTHOLING

Consultant shall be responsible for developing a potholing plan for locating and profiling existing U/G utilities of anticipated crossings for the water main design, and upon approval by the City of Banning, will be responsible for conducting the required potholing. Consultant shall submit Potholing Report describing all findings in PDF format electronically sent to City staff. For the purpose of providing a Fee for this scope, the consultant shall assume that there will be 12 pothole locations at a depth of 5 feet.

2.4 CONCEPTUAL DESIGN OF ALTERNATIVE SCENARIO (50% DESIGN)

Upon completing record document research, field data collection and potholing, the Consultant shall compile all gathered information and prepare preliminary conceptual design plans for the other scenario whereby the alignment along the easterly side of Hargrave Street tapers to avoid the removal of existing utilities near the improved driveway on Hargrave Street. Conceptual design shall include all of the required street and water main improvements. The Consultant shall prepare five (5) sets of plans on 24 X 36 inch paper for City staff and other agencies to review and shall discuss at the monthly progress meeting. After the comments have been incorporated and the Conceptual Design is approved by the City of Banning, the Consultant shall proceed with the preliminary 75% design.

2.5 PRELIMINARY DESIGN (75% DESIGN)

The Consultant shall compile all gathered information and prepare preliminary design plans of **both scenarios**. Preliminary design shall include Construction Notes and associated quantities and the recommended alignment of the Water Main pipeline (plan & profile) and any proposed connections. All associated plans for the project, including Street Lighting, Traffic Signal Relocation, and Signage and Striping will be submitted at the stage. The Consultant shall prepare five (5) sets of plans on 24 X 36 inch paper for City staff and other agencies to review and shall discuss at the monthly progress meeting. Construction Cost estimates of both scenarios shall be prepared for the City's review. After the comments have been incorporated and the Preliminary Design

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for both scenarios is approved by the City of Banning, the Consultant shall proceed with the detailed 90% design.

2.6 DETAILED DESIGN (90% DESIGN)

With preliminary design review comments incorporated from the City of Banning and other entities, Consultant shall prepare detailed design Plans, Specifications & Estimates (PS & E) for all of the proposed improvements. Plans shall be prepared using computer aided design software (AutoCAD) and shall be printed on size 24x36 paper. Final plan submittal shall be signed by a California Registered Professional Engineer. Consultant shall submit five (5) sets the detailed design plans including Traffic Control plans to agencies for comments. The special conditions and technical specifications shall be prepared and submitted. Any Special Provisions, Technical Specifications and Bid Schedule from the RCFCD will also be included. The City will provide the Consultant with its boilerplate documents, so a Full Set of Specifications (3 paper copies and also in Word format) will be prepared and delivered by the Consultant. The City of Banning will review the submitted PS & E, provide comments, and request revisions until it is in compliance with City of Banning standards and policies. A progress meeting to discuss these comments will be needed.

2.7 FINAL PS&E (100% DESIGN)

Upon approval of the detailed design PS & E from the City of Banning the Consultant shall prepare the final Draft PS & E for bid. The final bid package shall include the construction cost estimate, plans and specifications. A licensed Professional Civil Engineer shall provide a wet stamp and signature on the mylars and all the final documents, including the Specifications. The City shall perform a final Screen check (Consultant will provide three (3) sets of the project documents, Plans and Specifications) prior to giving the Consultant approval to print the final documents, Plans and Specifications.

All approved final plans must be prepared on medium weight Mylar utilizing City Title Block, and be according to the City of Banning Standard Specifications and also submitted on AutoCAD. Five (5) entire sets of the final Plans and Specifications ready for bidding shall be delivered to the City Engineer. All project documents shall be provided to the City in Word format.

B. CONSTRUCTION AND SURVEY SERVICES

The City's Public Works Inspector will perform the inspections for the project and Public Works Department staff will manage the construction phase of the project.

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2.8 CONSTRUCTION SURVEYING AND STAKING, PRE-CONSTRUCTION MEETING

Provide one set of construction staking and calculations for the entire project and submit related cut sheets to City staff. Answer all surveying questions the Contractor may have. Attend a minimum of one Pre-Construction meeting.

2.9 AS-BUILT PREPARATION

Upon receipt and acceptance of the field As-Built construction drawings from the City of Banning Project Manager, Consultant shall prepare final As-Builts incorporating any changes that occurred during the construction. Consultant shall submit final As-Builts to the City of Banning in mylars and PDF electronically. Final As-Builts shall be signed by a California Registered Professional Engineer in each corresponding discipline.

2.10 ADDITIONAL SERVICES

Consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task in the Consultant's Fee Schedule.

3.0 CONSULTANT QUALIFICATIONS

3.1 QUALIFICATIONS AND UNDERSTANDING

Each Consultant must provide the following information about their company so the City can evaluate the Consultant's stability and ability to support the commitments set forth in response to the RFP. It is imperative the Consultant's proposal fully address all aspects of the RFP. The proposal must provide the City Staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements which would result in the conduct of this study in a thorough and efficient manner.

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

- How long the company has been in business, plus a brief description of the company history, size and organization.
- Consultant qualifications to complete the scope of services and a statement of understanding of the work involved to complete this assignment.

3.2 PROJECTPROJECT TEAM

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

- Primary point of contact, person responsible for overall corporate commitment (must be a company principal or officer) and project manager. Describe the responsibilities of the individuals and extent of involvement with the project. Identify and list key individuals proposed for the project team. Describe the responsibilities of the individuals and extent of involvement with the project.
- All key personnel listed should have current names, titles and telephone numbers and be listed on at least one of the supplied client references who are familiar with work performed by the individual in a similar capacity. References will be contacted as part of the selection process.
- Clearly identify project sub consultants, how long the prime and sub have worked together and the reason why they were selected. Consultants are encouraged to support small businesses where ever possible.

3.3 REFERENCES

The Consultant shall supply a minimum of 3 references from agencies with projects of similar nature. Each reference shall contain:

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

Only references of the prime consultant shall be considered, or references from project teams that have completed at least 3 projects together. The Consultant shall also list projects completed for other agencies.

3.4 SCHEDULE

The consultant shall provide a project schedule indicating key project milestones and project activities. The schedule shall reflect a tentative start date of June 1, 2015.

3.5 WORKSHOPS AND MEETINGSMEETINGS

Additionally, a minimum of 8 meetings (kickoff, monthly progress and final submittal and pre-construction) will be held between staff and the Consultant and shall be included in the proposal.

4.0 PROPOSAL SUBMISSION

4.1 RFP TIME SCHEDULE

• Request for Proposal Available	Fri., April 10, 2015
• Inquiry Deadline	Tues., April 21, 2015
• Proposals Due	Tues, April 28, 2015
• Final Selection	Thurs., May 14, 2015
• City Council Recommendation	Tues., May 26, 2015
• Notice to Proceed (Tentative)	Mon., June 22, 2015

4.2 NUMBER OF COPIES AND DELIVERYDELIVERY

Four (4) copies of the proposal shall be submitted to the following address:

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

The proposal title, consultants name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Tuesday, April 28, 2015 at 5:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the scope of work shall be submitted to Holly Stuart, Public Works Analyst by April 21, 2015 at the address above or via e-mail at hstuart@ci.banning.ca.us.

4.3 FORMAT AND CONTENTCONTENT

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

Proposals should address the following items in order of appearance:

Cover letter

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

Qualifications of Firm/Project Team

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

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References

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

Strategy and Implementation Plan

Prepare a list of tasks to address the Scope of Work. Describe the firm's interpretation of the City's objectives with the regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of the RFP. The narrative should include a description of the logical progression of tasks and efforts. Also include an explanation of the type of technology that will be used. This section shall also include a time schedule for the completion of the project and an estimate of time commitments from City staff.

Proposed quality assurance program (QA/QC)

Explain the firm's quality assurance program and the proposed approach for implementing the plan with this project.

Fee Proposal: One set in a separate sealed envelope

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

- A "Not to Exceed" fee for all services. Man-hours and billing rates per classification of personnel will be indicated for each task and/or subtask.
- Provide a complete list of costs per task and/or subtask and a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal.
- A current hourly Fee Schedule for Fiscal Year 452014/2015 and classification of personnel for the firm, along with the type of work they and any sub consultants will perform, is also required.
- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, etc., shall be included in the proposal and its "Not to Exceed" Fee schedule. Proposals should be prepared in a straight forward manner.

Note: A separate fee schedule is required for each project location.

4.4 PROPOSAL EVALUATIONEVALUATION

Proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP.
- Consultant qualifications, project understanding, and overall experience.

- Technical Competency.
- Results of reference checks.
- Project Schedule.
- Proposed QA/QC plan.
- Proposal Fee.

4.5 NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, include contingencies for additional meetings or workshops, and address other factors identified by the Proposer not contemplated in this document or the City's standard agreement.

5.0 CONTRACT REQUIREMENTS AND SUBMITTALS

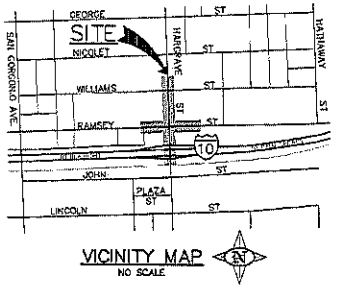
5.1 CITY OF BANNING REQUIREMENTS

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

EXHIBIT "A"

STREET IMPROVEMENT PLANS
(50% Completion)

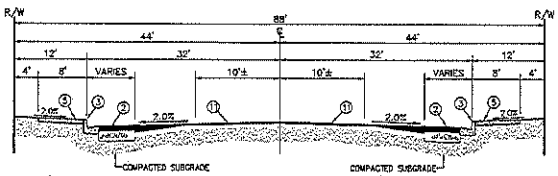
CITY OF BANNING
STREET IMPROVEMENT PLAN
HARGRAVE & RAMSEY STREET



VICINITY MAP
NO SCALE

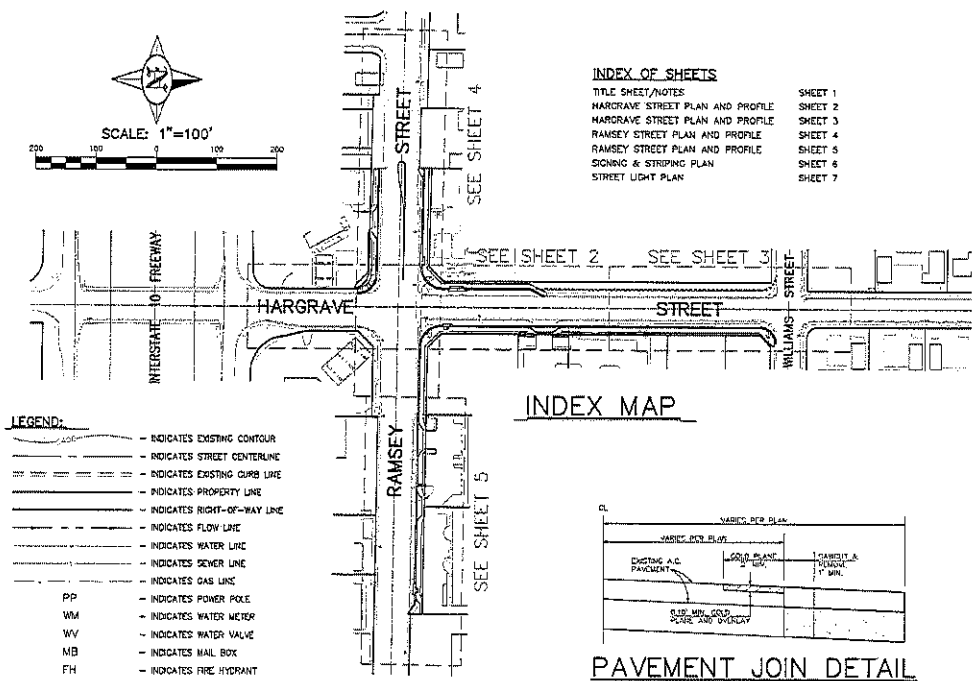
CONSTRUCTION NOTES:

	DESCRIPTION	QUANTITY ESTIMATE
1	CONSTRUCT 5" A.C. OVER 12" A.B. PAVING – RAMSEY STREET (SUBJECT TO RECOMMENDATIONS BY SOILS ENGINEER).	6,582 S.F.
2	CONSTRUCT 4" A.C. OVER 6" A.B. PAVING – HARGRAVE STREET (SUBJECT TO RECOMMENDATIONS BY SOILS ENGINEER).	13,114 S.F.
3	CONSTRUCT 8" P.C.C. TYPE "B" CURB AND GUTTER PER CITY STD. C-201.	1,344 L.F.
4	CONSTRUCT 6" P.C.C. TYPE "D" CURB PER CITY STD. C-203.	704 L.F.
5	CONSTRUCT 8" ASPHALT CONCRETE CURB PER CITY STD. C-204.	36 L.F.
6	CONSTRUCT COMMERCIAL DRIVE APPROACH PER CITY STD. C-200.	2,260 S.F.
7	CONSTRUCT 8' WIDE P.C.C. SIDEWALK PER CITY STD. C-213.	12,080 S.F.
8	CONSTRUCT ACCESS RAMP TYPE I PER CITY STD. C-214.	3 EA.
9	CONSTRUCT ACCESS RAMP TYPE II PER CITY STD. C-215.	1 EA.
10	CONSTRUCT 6" CURB AT BACK OF SIDEWALK PER CITY STD. C-215.	0 L.F.
11	GRIND & OVERLAY 0.10' MIN. AND JOIN PAVEMENT PER DETAIL ON SHEET 1.	49,634 S.F.
12	SAWCUT AND REMOVE EXISTING ASPHALT/CONCRETE TO LIMITS SHOWN.	33,680 S.F.
13	EXISTING TRAFFIC SIGNAL UTILITIES TO BE RELOCATED BY SEPARATE PLAN.	
14	EXISTING WATER FACILITIES TO BE RELOCATED BY SEPARATE PLAN.	
15	INSTALL 4" MIN. THICKNESS A.C. PAVING OVER 95% COMPACTED NATIVE. (SUBJECT TO RECOMMENDATIONS BY SOILS ENGINEER).	2,375 S.F.
16	CONSTRUCT CONCRETE WHEEL STOP PER DETAIL ON SHEET 3.	7 EA.
17	PAINT ACCESSIBLE PARKING SPACE LEGEND PER DETAIL ON SHEET 3.	4 EA.
18	STRIPE HANDICAP PATH OF TRAVEL PER PAINTED STRIPE DETAIL ON SHEET 3.	417 S.F.
19	PAINT 4" WHITE PARKING SPACE STRIPE PER CITY OF BANNING STANDARDS.	246 L.F.
20	RELOCATE EXISTING ACCESSIBLE PARKING SIGN.	4 EA.
21	UNDERGROUND STORM DRAINS BY SEPARATE STORM DRAIN PLAN.	
22	REMOVE CONFLICTING STRIPING AND PAVEMENT MARKINGS.	L.S.
23	CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY STD. NO. C-213.	43 S.F.
24	LANDSCAPING AND IRRIGATION PER SEPARATE LANDSCAPE PLAN.	
25	CATCH BASIN NO. 1 PER CITY STD. D-300 AND BY SEPARATE STORM DRAIN PLAN.	
26	CONSTRUCT 2' WIDE UNDER SIDEWALK DRAIN PER CITY STD. C-216.	12 L.F.
27	CONSTRUCT TEMPORARY SIDEWALK WITH 2" A.C. OVER A.B. PAVING.	117 S.F.
28	EXISTING ELECTRICAL UTILITIES TO BE RELOCATED BY SEPARATE PLAN.	
29	EXISTING TELEPHONE UTILITIES TO BE RELOCATED BY SEPARATE PLAN.	
30	PROTECT EXISTING FACILITIES IN PLACE.	



(STA. 20+74.32 TO STA. 22+18.84) (STA. 20+72.02 TO STA. 25+99.58)

HARGRAVE STREET
TYPICAL SECTION
NO SCALE
T.I.=8.0, R-VALUE=XX



INDEX OF SHEETS

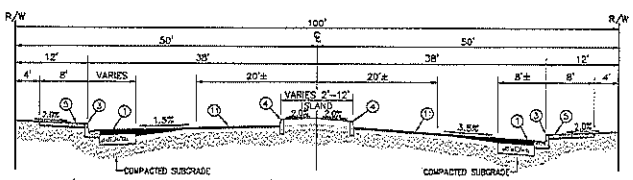
TITLE SHEET/NOTES	SHEET 1
HARGRAVE STREET PLAN AND PROFILE	SHEET 2
HARGRAVE STREET PLAN AND PROFILE	SHEET 3
RAMSEY STREET PLAN AND PROFILE	SHEET 4
RAMSEY STREET PLAN AND PROFILE	SHEET 5
SIGNING & STRIPING PLAN	SHEET 6
STREET LIGHT PLAN	SHEET 7

INDEX MAP

LEGEND:

	– INDICATES EXISTING CONTOUR
	– INDICATES STREET CENTERLINE
	– INDICATES EXISTING CURB LINE
	– INDICATES PROPERTY LINE
	– INDICATES RIGHT-OF-WAY LINE
	– INDICATES FLOW LINE
	– INDICATES WATER LINE
	– INDICATES SEWER LINE
	– INDICATES GAS LINE
PP	– INDICATES POWER POLE
WM	– INDICATES WATER METER
WV	– INDICATES WATER VALVE
MB	– INDICATES MAIL BOX
FH	– INDICATES FIRE HYDRANT
MH	– INDICATES MANHOLE
RR	– INDICATES RAIL ROAD XING
SL	– INDICATES STREET LIGHT
SGN	– INDICATES STREET SIGN
UB	– INDICATES UTILITY BOX
TS	– INDICATES TRAFFIC SIGNAL POLE
SD	– INDICATES STORM DRAIN
VZN	– INDICATES VERIZON UTILITY BOX
DDC	– INDICATES DOUBLE DETECTOR CHECK
DRN	– INDICATES DRAIN BOX
TC	– INDICATES TOP OF CURB
FL	– INDICATES FLOW LINE
FS	– INDICATES FINISH SURFACE
FG	– INDICATES FINISH GRADE
	– INDICATES LIMITS OF NEW A.C. PAVEMENT
	– INDICATES LIMITS OF PAVEMENT GRIND AND OVERLAY
	– INDICATES LIMITS OF PAVEMENT AND CONCRETE REMOVAL

PAVEMENT JOIN DETAIL
NO SCALE



(STA. 27+67.10 TO STA. 34+99.93) (STA. 27+70.93 TO STA. 29+47.25)

RAMSEY STREET
TYPICAL SECTION
NO SCALE
T.I.=9.5, R-VALUE=XX

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK", THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHAL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACT SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENTS.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION. FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODIBLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEET HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.C. PAVEMENT AND/OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEAN OUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL MUTCD AND CITY REQUIREMENTS.

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MARK	REVISIONS	APPR.	DATE

DESIGNED BY: S.H.R. DRAWN BY: S.H.R. CHECKED BY: S.H.R.

SEAL – CITY ENGINEER

CITY OF BANNING
APPROVED BY:

KAHONO OEI, RCE 52552 EXP. 12-31-14
BANNING CITY ENGINEER

DATE

SCALE: 1"=100'
DATE: MARCH 2014

CITY BENCH MARK:
S.W. CORNER WILLIAMS AND HARGRAVE (THIS "X" IN TOP OF CURB AT S.W. CORNER AT MID POINT OF CURB RETURN. ELEVATION: 2310.80)

CITY OF BANNING

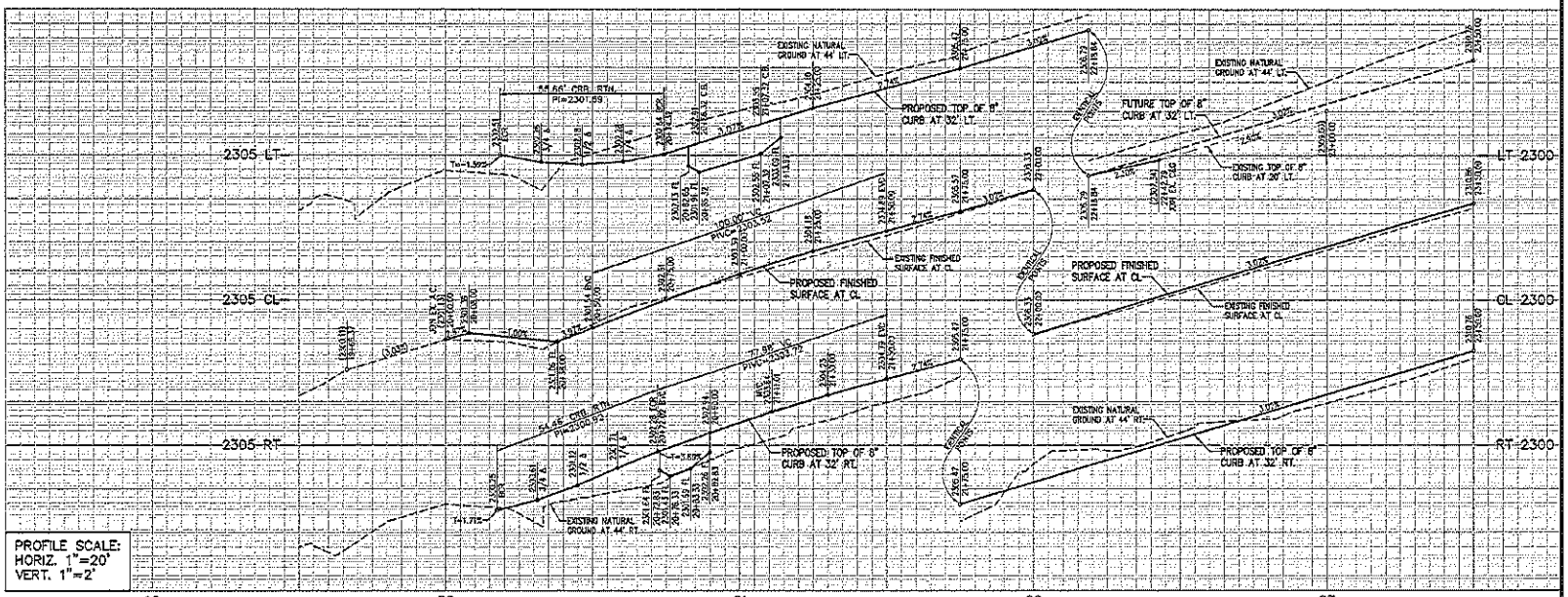
STREET IMPROVEMENT PLAN
TITLE SHEET

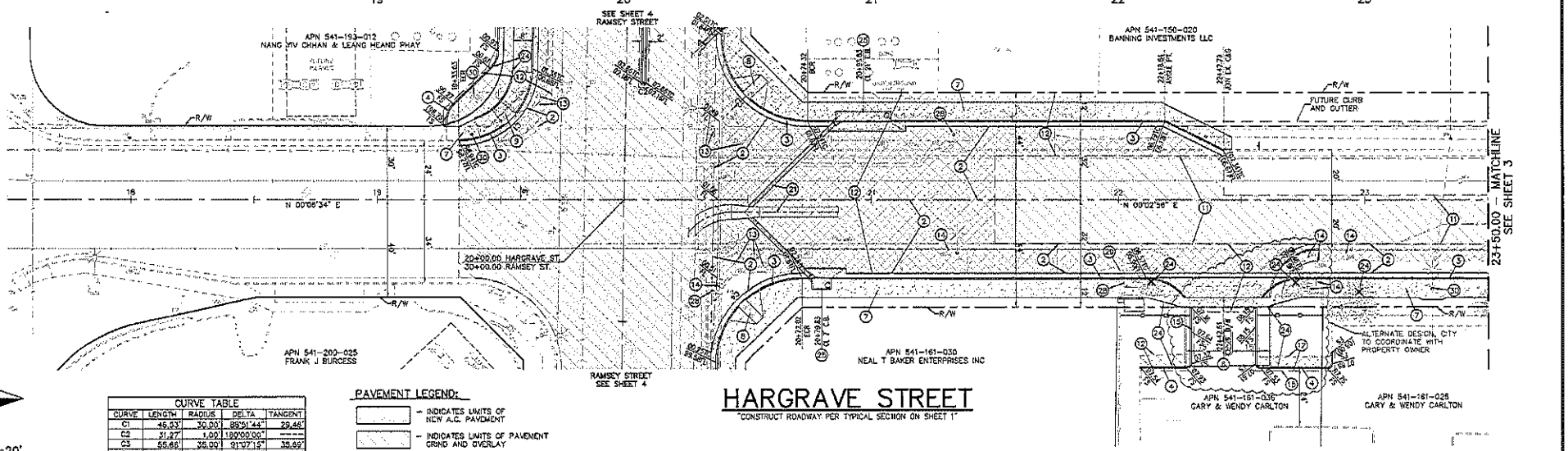
FOR: CITY OF BANNING

SHEET 1 OF 7 SHEETS
PLAN NO.

CONSTRUCTION NOTES:

(2) CONSTRUCT 4" A.C. OVER 6" A.B. PAVING – HARGRAVE STREET (SUBJECT TO RECOMMENDATIONS BY SOILS ENGINEER).
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(30) PROTECT EXISTING FACILITIES IN PLACE.





HARGRAVE STREET

"CONSTRUCT ROADWAY PER TYPICAL SECTION ON SHEET 1"

SCALE: 1"=20'

20 0 20 40

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	49.53'	30.00'	89°51'44"	29.46'
C2	31.27'	1.00'	180°00'00"	----
C3	55.68'	35.00'	91°07'15"	35.69'
C4	54.46'	35.00'	88°09'15"	34.49'

PAVEMENT LEGEND:

- INDICATES LIMITS OF NEW A.C. PAVEMENT
- INDICATES LIMITS OF PAVEMENT GRIND AND OVERLAY
- INDICATES LIMITS OF PAVEMENT AND CONCRETE REMOVAL

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MARK	REVISIONS	APPR.	DATE

DESIGNED BY: S.H.R. DRAWN BY: S.H.R. CHECKED BY: S.H.R.

SEAL – CITY ENGINEER

CITY OF BANNING
APPROVED BY:

KANCHO GEL RCE 52652 EXP. 12-31-14
BANNING CITY ENGINEER

DATE

SCALE: 1"=20'
DATE: MARCH 2014

CITY BENCH MARK:
S.W. COR. WILLIAMS AND HARGRAVE, CHIS. "X" IN TOP OF CURB AT S.W. COR. AT MID POINT OF CURB RETURN. ELEVATION: 2319.66

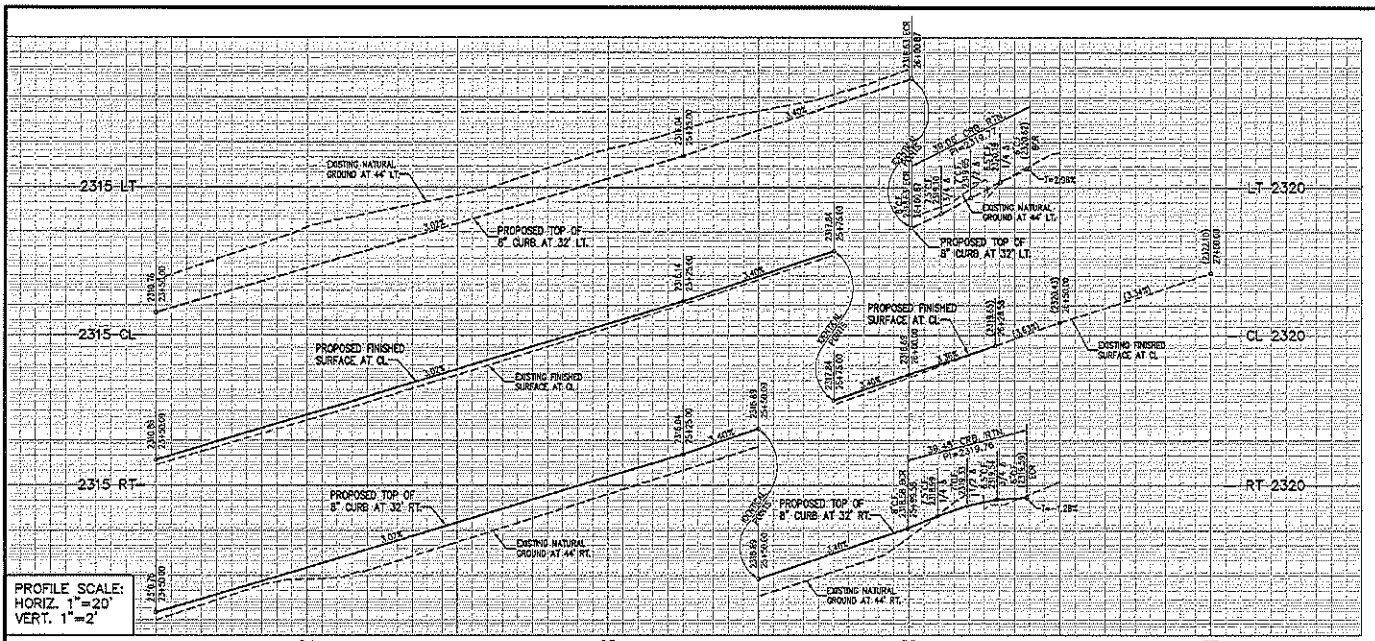
CITY OF BANNING

STREET IMPROVEMENT PLAN
HARGRAVE STREET

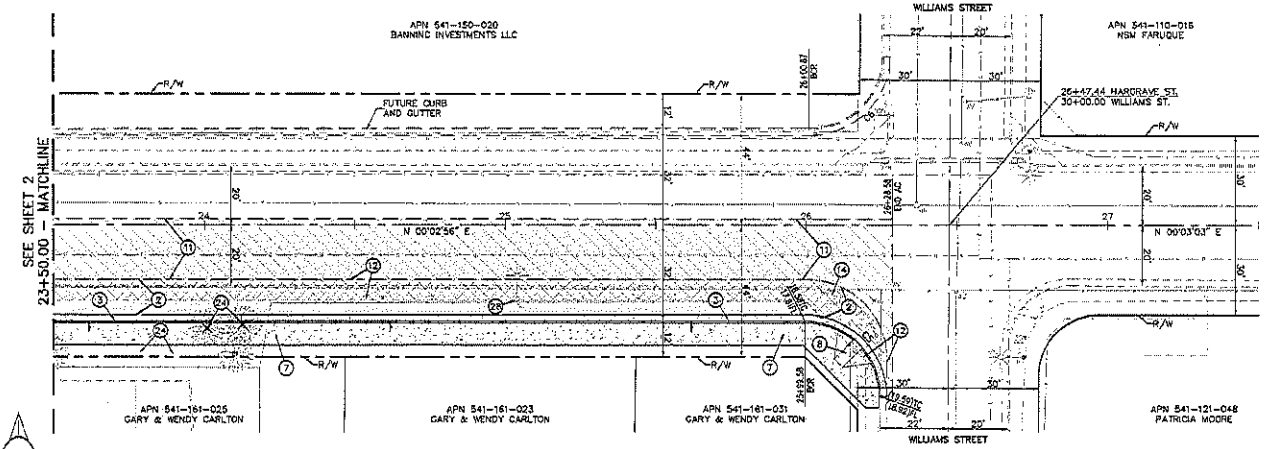
FOR: CITY OF BANNING

SHEET 2 OF 7 SHEETS
PLAN NO.

437



PROFILE SCALE:
HORIZ. 1"=20'
VERT. 1"=2'



HARGRAVE STREET

"CONSTRUCT ROADWAY PER TYPICAL SECTION ON SHEET 1"

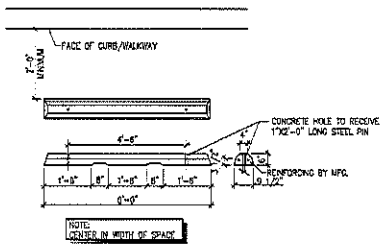
SCALE: 1"=20'

20 0 20 40

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C5	39.48'	25.00'	90°29'33"	25.22'
C6	39.08'	25.00'	89°34'02"	24.81'

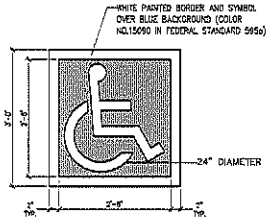
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- INDICATES LIMITS OF PAVEMENT GRIND AND OVERLAY
- INDICATES LIMITS OF PAVEMENT AND CONCRETE REMOVAL



⑯ CONCRETE WHEEL STOP

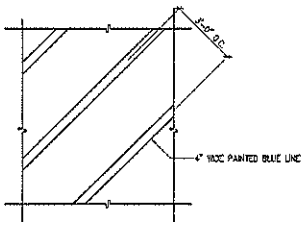
NO SCALE



NOTE:
1. ALL STROKES TO BE 2" WIDE.
2. PROVIDE TWO (2) COATS OF BLUE TRAFFIC PAINT.
3. LOCATE SYMBOL AT CENTER OF STALL WHERE SHOWN ON PLAN.

⑰ ACCESSIBLE PARKING LEGEND

NO SCALE



⑱ PAINTED STRIPE

NO SCALE

CONSTRUCTION NOTES:

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MARK	REVISIONS	APPR.	DATE

DESIGNED BY: S.H.R. DRAWN BY: S.H.R. CHECKED BY: S.H.R.

SEAL--CITY ENGINEER

CITY OF BANNING

APPROVED BY:

KAMOMO OEI, RCE 52652 EXP. 12-31-14
BANNING CITY ENGINEER

DATE

SCALE: 1"=20'
DATE: MARCH 2014

CITY BENCH MARK:
S.W. CORNER WILLIAMS AND HARGRAVE, CHIS. "X" IN TOP OF CURB AT S.W. COR. AT MID POINT OF CURB RETURN. ELEVATION: 2319.55

CITY OF BANNING

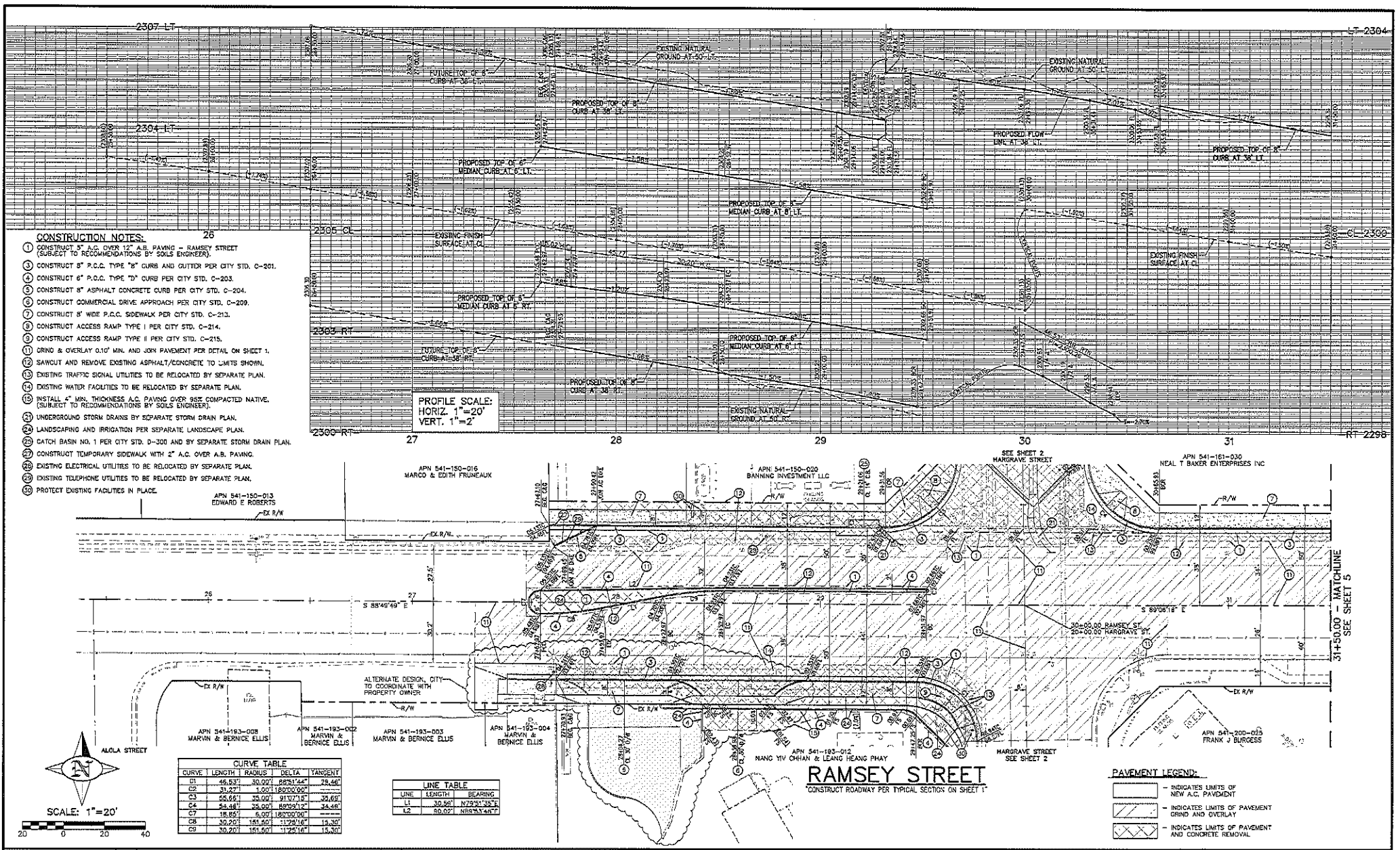
STREET IMPROVEMENT PLAN
HARGRAVE STREET

FOR: CITY OF BANNING

SHEET 3 of 7 SHEETS

PLAN NO.

1/33



CONSTRUCTION NOTES:

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CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	46.53'	30.00'	88°51'44"	29.46'
C2	31.27'	1.00'	180°00'00"	------
C3	55.66'	35.00'	91°07'15"	35.69'
C4	54.48'	35.00'	89°09'12"	34.48'
C7	18.85'	6.00'	180°00'00"	------
C8	30.20'	151.50'	11°26'16"	15.10'
C9	30.20'	151.50'	11°26'16"	15.10'

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.56'	N79°51'25"E
L2	60.02'	N89°11'49"E

PAVEMENT LEGEND:
- INDICATES LIMITS OF NEW A.C. PAVEMENT
- INDICATES LIMITS OF PAVEMENT GRIND AND OVERLAY
- INDICATES LIMITS OF PAVEMENT AND CONCRETE REMOVAL

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MARK	REVISIONS	APPR.	DATE

DESIGNED BY: S.H.R. DRAWN BY: S.H.R. CHECKED BY: S.H.R.

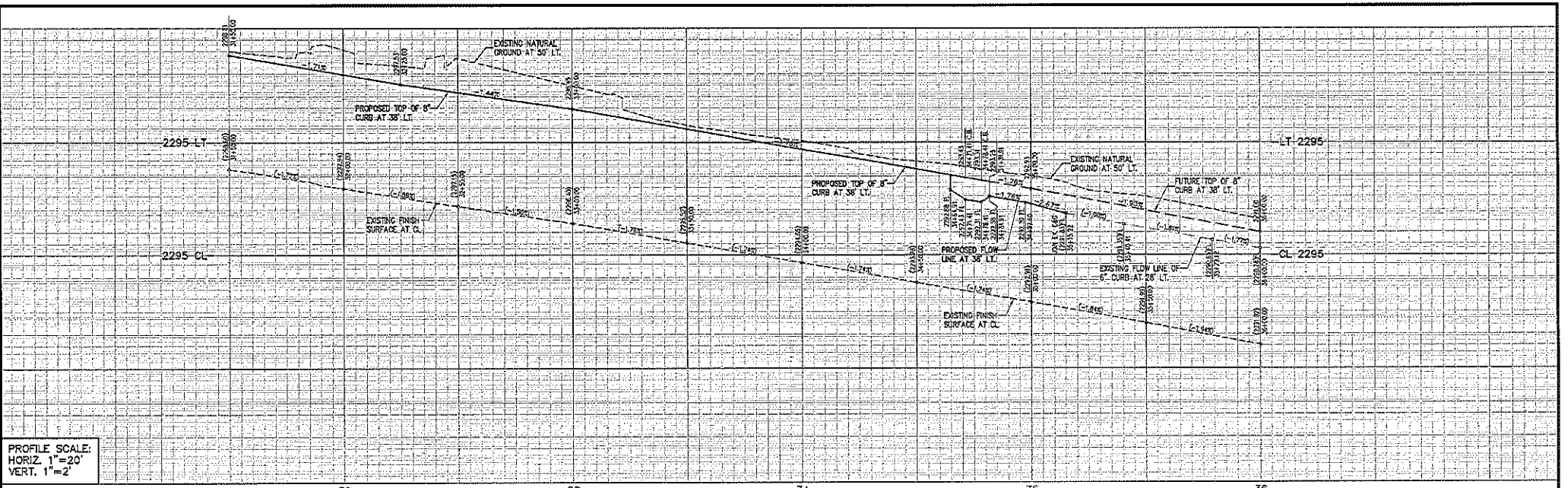
SEAL – CITY ENGINEER

CITY OF BANNING
APPROVED BY:
KAHONO OEI, RCE 52652 EXP. 12-31-14
BANNING CITY ENGINEER
DATE

SCALE: 1"=20'
DATE: MARCH 2014
CITY BENCH MARK: S.W. COR WILLIAMS AND HARGRAVE, CHIS "X" IN TOP OF CURB AT S.W. COR AT MID POINT OF CURB RETURN, ELEVATION: 2369.46

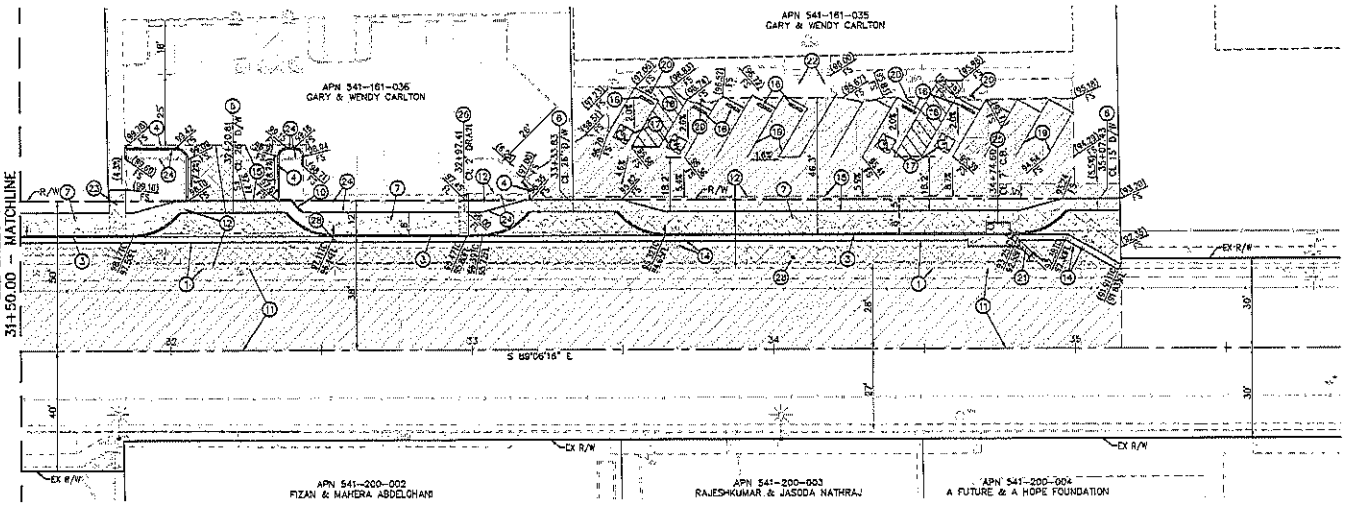
CITY OF BANNING
STREET IMPROVEMENT PLAN
RAMSEY STREET
FOR: CITY OF BANNING

SHEET 4 OF 7 SHEETS
PLAN NO.



PAVEMENT LEGEND:

- INDICATES LIMITS OF NEW A.C. PAVEMENT
- INDICATES LIMITS OF PAVEMENT GRIND AND OVERLAY
- INDICATES LIMITS OF PAVEMENT AND CONCRETE REMOVAL



RAMSEY STREET

"CONSTRUCT ROADWAY PER TYPICAL SECTION ON SHEET 1"

SCALE: 1"=20'

20 0 20 40

CONSTRUCTION NOTES:

1. CONSTRUCT 3" A.C. OVER 12" A.B. PAVING - RAMSEY STREET (SUBJECT TO RECOMMENDATIONS BY SOILS ENGINEER).
3. CONSTRUCT 6" P.C.C. TYPE "B" CURB AND GUTTER PER CITY STD. C-201.
4. CONSTRUCT 6" P.C.C. TYPE "D" CURB PER CITY STD. C-203.
9. CONSTRUCT COMMERCIAL DRIVE APPROACH PER CITY STD. C-209.
7. CONSTRUCT 6' WIDE P.C.C. SIDEWALK PER CITY STD. C-213.
10. CONSTRUCT 6" CURB AT BACK OF SIDEWALK PER CITY STD. C-215.
11. GRIND & OVERLAY 0.10' MIN. AND JOIN PAVEMENT PER DETAIL ON SHEET 1.
12. SAWCUT AND REMOVE EXISTING ASPHALT/CONCRETE TO LIMITS SHOWN.
14. EXISTING WATER FACILITIES TO BE RELOCATED BY SEPARATE PLAN.
15. INSTALL 4" MIN. THICKNESS A.C. PAVING OVER 95% COMPACTED NATIVE. (SUBJECT TO RECOMMENDATIONS BY SOILS ENGINEER).
16. CONSTRUCT CONCRETE WHEEL STOP PER DETAIL ON SHEET 3.
17. PAINT ACCESSIBLE PARKING SPACE LEGEND PER DETAIL ON SHEET 3.
18. STRIPE HANDICAP PATH OF TRAVEL PER PAINTED STRIPE DETAIL ON SHEET 3.
19. PAINT 4" WHITE PARKING SPACE STRIPE PER CITY OF BANNING STANDARDS.
20. RELOCATE EXISTING ACCESSIBLE PARKING SIGN.
21. UNDERGROUND STORM DRAINS BY SEPARATE STORM DRAIN PLAN.
22. REMOVE CONFLICTING STRIPING AND PAVEMENT MARKINGS.
23. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY STD. NO. C-213.
24. LANDSCAPING AND IRRIGATION PER SEPARATE LANDSCAPE PLAN.
25. CATCH BASIN NO. 1 PER CITY STD. D-300 AND BY SEPARATE STORM DRAIN PLAN.
26. CONSTRUCT 2' WIDE UNDER SIDEWALK DRAIN PER CITY STD. C-218.
28. EXISTING ELECTRICAL UTILITIES TO BE RELOCATED BY SEPARATE PLAN.

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MARK	REVISIONS	APPR.	DATE

DESIGNED BY: S.H.R. DRAWN BY: S.H.R. CHECKED BY: S.H.R.

SEAL-CITY ENGINEER

CITY OF BANNING

APPROVED BY:

KAHONO OEI, RCE 52652 EXP. 12-31-14
BANNING CITY ENGINEER

DATE

SCALE: 1"=20'
DATE: MARCH 2014

CITY BENCH MARK
S.W. CORNER OF WILLIAMS AND MARGRAVE, CHISELED "X" IN TOP OF CURB AT S.W. CORNER AT BEGINNING OF CURB RETURN. ELEVATION: 2319.56

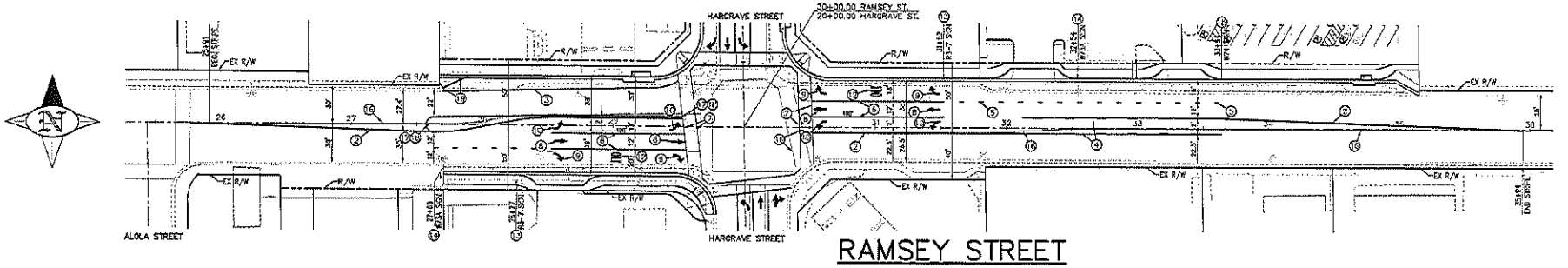
CITY OF BANNING

STREET IMPROVEMENT PLAN
RAMSEY STREET

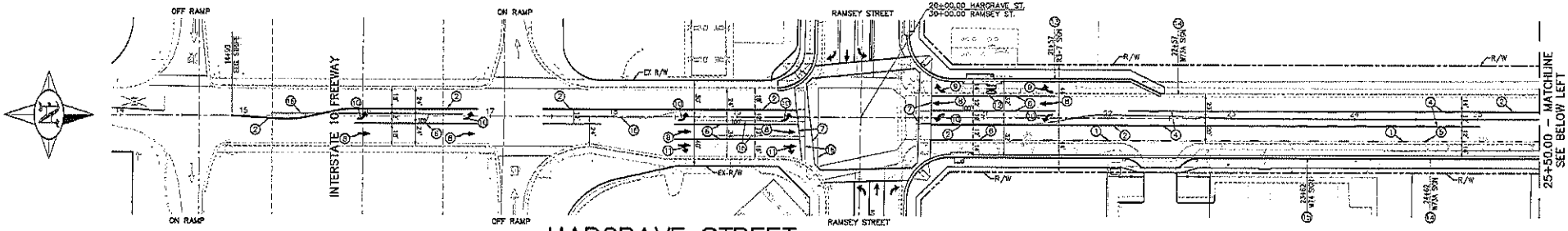
FOR: CITY OF BANNING

SHEET 5 of 7 SHEETS

PLAN NO.



RAMSEY STREET

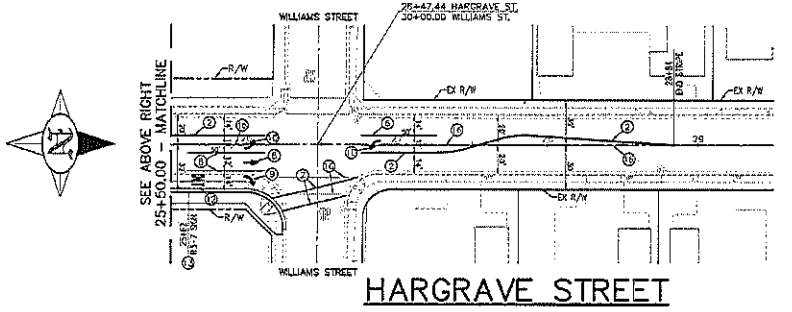


HARGRAVE STREET

CONSTRUCTION NOTES:

		EST. QUANTITIES
1	PAINT 4 INCH WHITE LANE LINE PER CA. M.U.T.C.D. 2012, FIG. 3A-102(CA), DETAIL 8.	336 L.F.
2	PAINT 4 INCH DOUBLE YELLOW LINE PER CA. M.U.T.C.D. 2012, FIG. 3A-104(CA), DETAIL 21.	1,439 L.F.
3	PAINT 4 INCH RIGHT EDGE LINE PER CA. M.U.T.C.D. 2012, FIG. 3A-108(CA), DETAIL 27B.	182 L.F.
4	PAINT 4 INCH TWO-WAY LEFT-TURN LANE PER CA. M.U.T.C.D. 2012, FIG. 3A-108(CA), DETAIL 32.	920 L.F.
5	PAINT 8 INCH WHITE LANE DROP LINE PER CA. M.U.T.C.D. 2012, FIG. 3A-111(CA), DETAIL 37B.	375 L.F.
6	PAINT 8 INCH WHITE CHANNELIZING LINE PER CA. M.U.T.C.D. 2012, FIG. 3A-112(CA), DETAIL 38A.	1,107 L.F.
7	PAINT 12 INCH WHITE CROSS WALK LINE PER CA. M.U.T.C.D. 2012, FIG. 2B-13.	599 L.F.
8	PAINT TYPE I ARROW PAVEMENT MARKING PER CA. M.U.T.C.D. 2012, FIG. 3B-24(CA).	11 EA.
9	PAINT TYPE IV (R) ARROW PAVEMENT MARKING PER CA. M.U.T.C.D. 2012, FIG. 3B-24(CA).	7 EA.
10	PAINT TYPE IV (L) ARROW PAVEMENT MARKING PER CA. M.U.T.C.D. 2012, FIG. 3B-24(CA).	12 EA.
11	PAINT TYPE VII (R) ARROW PAVEMENT MARKING PER CA. M.U.T.C.D. 2012, FIG. 3B-24(CA).	2 EA.
12	PAINT "ONLY" PAVEMENT MARKING PER CA. M.U.T.C.D. 2012, FIG. 3B-23(CA).	4 EA.
13	INSTALL R3-7 "RIGHT LANE MUST TURN RIGHT" SIGN PER CA. M.U.T.C.D. 2012, FIG. 2B-4.	4 EA.
14	INSTALL W73A (CA) "RIGHT LANE TURNS RIGHT AHEAD" SIGN PER CA. M.U.T.C.D. 2012, FIG. 2C-3(CA).	4 EA.
15	INSTALL W74 (CA) "THRU TRAFFIC MERGE LEFT" SIGN PER CA. M.U.T.C.D. 2012, FIG. 2C-3(CA).	2 EA.
16	REMOVE OR BLACK OUT EXISTING PAVEMENT MARKINGS PER CA. M.U.T.C.D. 2012, STD'S & SPECS.	L.S.
17	INSTALL R4-7C KEEP RIGHT SIGN PER CA. M.U.T.C.D. 2012, FIG. 2B-10.	2 EA.
18	INSTALL TYPE N-1 (CA) OBJECT MARKER SIGN PER CA. M.U.T.C.D. 2012, FIG. 2C-13(CA).	2 EA.
19	INSTALL GUIDE MARKER PER CITY STD. G-803.	2 EA.

NOTE:
ALL STRIPING AND PAVEMENT MARKINGS WITHIN PUBLIC STREETS SHALL BE INSTALLED WITH THERMOPLASTIC.



HARGRAVE STREET

SCALE: 1"=40'
40 0 40 80

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MARK	REVISIONS	APPR.	DATE

DESIGNED BY: S.H.R. DRAWN BY: S.H.R. CHECKED BY: S.H.R.

SEAL—CITY ENGINEER

CITY OF BANNING
APPROVED BY:

KAMONG OEI, RCE 52552 EXP. 12-31-14
BANNING CITY ENGINEER — DATE

SCALE: 1"=40'
DATE: MARCH 2014

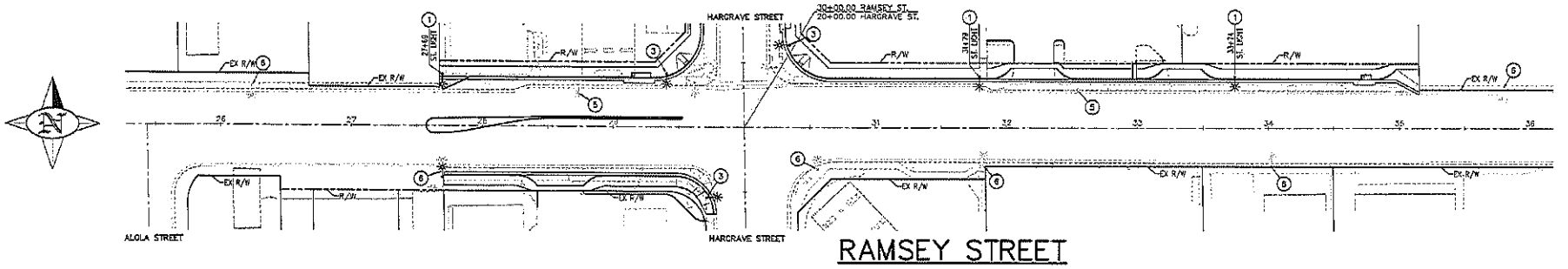
CITY BENCH MARK:
S.W. COR WILLIAMS AND HARGRAVE, CHIS. "X" IN TOP OF CURB AT S.W. EDR AT MID POINT OF CURB RETURN. ELEVATION: 2319.66

CITY OF BANNING

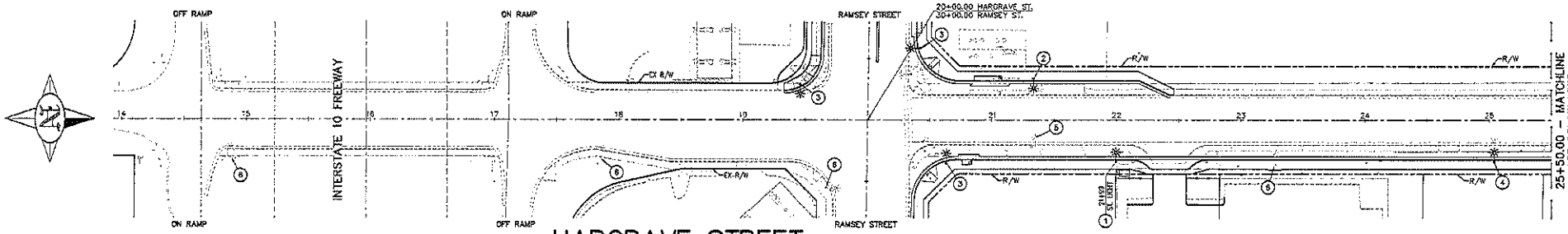
SIGNING & STRIPING PLAN
HARGRAVE & RAMSEY STREETS

FOR: CITY OF BANNING

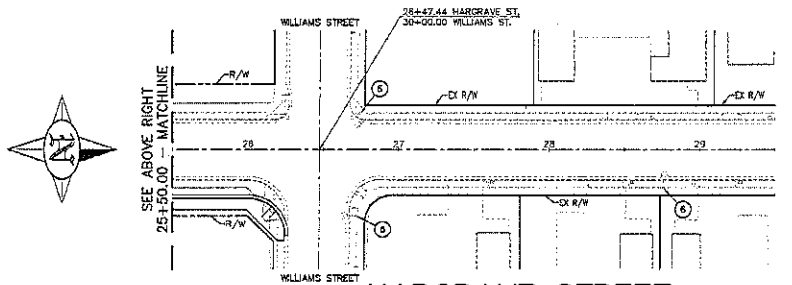
SHEET 6 OF 7 SHEETS
PLAN NO.



RAMSEY STREET



HARGRAVE STREET



HARGRAVE STREET

CONSTRUCTION NOTES:

		QUANTITIES
1	INSTALL ARTERIAL STREET LIGHT ASSEMBLY PER RIVERSIDE COUNTY STD. 1001. SEE BANNING ELECTRIC PLANS FOR CONNECTION TO EXISTING SYSTEM. AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.	4 EA.
2	INSTALL ARTERIAL STREET LIGHT ASSEMBLY PER RIVERSIDE COUNTY STD. 1001 AND ATTACH TO EXISTING POWER POLE BEING RELOCATED BEHIND NEW CURB. SEE BANNING ELECTRIC PLANS FOR CONNECTION TO EXISTING SYSTEM. AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.	1 EA.
3	RELOCATE EXISTING STREET LIGHT WITH TRAFFIC SIGNAL POLE. SEE TRAFFIC SIGNAL PLAN FOR EXACT LOCATION. AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.	3 EA.
4	RELOCATE EXISTING STREET LIGHT BEHIND NEW CURB. AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.	1 EA.
5	EXISTING STREET LIGHT TO BE REMOVED AND SALVAGED WITH CITY. AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.	3 EA.
6	EXISTING STREET LIGHT TO REMAIN.	12 EA.

SCALE: 1"=40'

40 0 40 80

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MARK	REVISIONS	APPR.	DATE

DESIGNED BY: S.H.R. DRAWN BY: S.H.R. CHECKED BY: S.H.R.

SEAL–CITY ENGINEER

CITY OF BANNING

APPROVED BY:

KAHONO OEI, RCE 52652 EXP. 12-31-14
BANNING CITY ENGINEER

DATE

SCALE: 1"=40'
DATE: MARCH 2014

CITY BENCH MARK:
S.W. CORNER WILLIAMS AND HARGRAVE, CHIS. 7.7' IN TOP OF CURB AT S.W. CORNER AT MID POINT OF CURB RETURN, ELEVATION 2310.66

CITY OF BANNING

STREET LIGHT PLAN
HARGRAVE & RAMSEY STREETS

FOR: CITY OF BANNING

SHEET 7 OF 7 SHEETS

PLAN NO.



ADDENDUM NO. 1

to

Request for Proposals

for

Design Improvements at the Intersection of
Ramsey Street and Hargrave Street

Date: April 16, 2015

Q=Question; A=Answer

Q: Do you know what the preliminary construction budget is for Hargrave & Ramsey?
A: The City does not have a construction budget at this time.

Q: Do you know when the bid for construction is expected to be taken out?
A: The construction bid will be taken out as soon as the plans are completed.

ADDENDUM NO. 2

to

Request for Proposals

for

Design Improvements at the Intersection of

Ramsey Street and Hargrave Street

Date: April 23, 2015

Q=Question; A=Answer

Q: Will the City provide the consultant with design survey data used to prepare the partial street improvement plans and can this survey data be utilized by the consultant for design purposes?

A: Yes

Q: Will the City provide AutoCAD formatted files for the previously prepared partial street improvement plans?

A: Yes

Q: Please clarify the proposed alternative alignment on the easterly side of Hargrave Street.

A: The alternative alignment will only require a taper from 32 feet half street to 20 half street before the driveway as you drive northbound.

Q: The proposal states on page 1, under 2.0 Scope of Work *"and also designing an alternative alignment along the easterly side of Hargrave Street that tapers to avoid the removal of utilities near the improved driveway on Hargrave Street"*. Can you please indicate which utilities the City is trying to avoid?

A: The utilities that the alternative design would avoid include an electric utility vault, a Verizon vault, water services and a 6" double detector check. The relocation of the overhead Edison lines is unavoidable and necessary in order to provide the dedicated right-turn lane. The consultant will be responsible for the coordination of all utilities during the design phase.

Q: The RFP notes Consultant shall prepare the necessary Right-of-Way Dedication documents. Will the City be responsible for obtaining the signatures on the dedication documents?

A: Yes. The City will correspond with the property owners to get the dedications executed.

444

Q: Can the exhibits for our proposal be at 11x17?

A: No, please provide all exhibits in 8.5 x 11.

Q: Are Traffic Control Plans required as part of the design scope?

A: No. The contractor will be responsible for preparing the Traffic Control Plans.

Q: The only Right-of-Way Engineering required is the preparation of the Right-of-Way dedication documents (No relocation plans, acquisition or relocation services)?

A: Yes, the scope includes the preparation of Right-of-Way dedications documents. Any relocations (water meters, backflows, fences, poles, etc.) caused by the proposed improvements will be shown on the improvement plans.

ATTACHMENT 3

EXHIBIT "C" - PROPOSAL EVALUATION SUMMARY

Design of Improvements at the Intersection of Ramsey Street and Hargrave Street

Reviewers	Cozad & Fox, Inc.	TKE	Land Engineering Consultant, Inc.	Madole & Associates, Inc.	Onward Engineering
Associate Engineer	97	94	89	63	70
Planning Consultant	85	75	75	50	55
Public Works Analyst	91	88	82	84	71
Total Score	273	257	246	197	196
Average Score	**91.0**	**85.7**	**82.0**	**65.7**	**65.3**
Cost	$79,920.00	$93,500.00	$88,954.00	$121,677.00	$184,970.00

4/4/17

ATTACHMENT 4

EXHIBIT "D" - COZAD AND FOX, INC.
FEE SCHEDULE

Proud History Prosperous Tomorrow

FEE PROPOSAL WORKSHEET

COMPANY:	SCOPE OF WORK	DATE:	REV:
Cozad & Fox, Inc.	Assignment Summary	4/28/2015	1
PROJECT:		PROJECT SUMMARY:	
Ramsey Street and Hargrave Street		Assignment Summary	

DIRECT LABOR

NAME	POSITION	HOURS		RATE	AMOUNT	
	Principal Engineer	50	@	$175.00	$8,750.00	
	Principal Surveyor			$175.00		
	Senior Project Engineer			$145.00		
	Project Engineer	258	@	$125.00	$32,250.00	
	Administrative	9	@	$80.00	$720.00	
	Typing, printing			$40.00		
	Survey - Office time	34	@	$145.00	$4,930.00	
	One Man Survey Crew	50	@	$190.00	$9,500.00	
	TOTAL HOURS	401			TOTAL DIRECT LABOR	$66,150.00

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT	
Blueprints, copies, postage, survey sup	1	FA	@		$1,090.00	
				TOTAL OTHER DIRECT EXPENSES		$1,090.00

OUTSIDE SERVICES

COMPANY	LABOR	10% CONT.	EXPENSES	TOTAL	
Traffic Signal Relocation-TJW Engineering	$6,800.00	$680.00		$7,480.00	
Potholing-Underground Solutions	$11,820.00	$1,180.00		$13,000.00	
			TOTAL OUTSIDE SERVICES		$20,480.00

ADDITIONAL SERVICES

COMPANY	LABOR	10% CONT.	EXPENSES	TOTAL	
Geotechnical Engineering	$2,000.00	$200.00		$2,200.00	
			TOTAL ADDITIONAL SERVICES		$2,200.00

FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services F	
COZAD & FOX, INC. @	(of Total Direct Labor + Total Multipliers)	
OUTSIDE SERVICES @	(of Total Labor + Total Multiplier for Outside Ser	
	TOTAL FEES WITHOUT ADDITIONAL SERVICES	$77,720.00
	TOTAL "Not to Exceed" COST	$79,920.00

PRELIMINARY MAN-HOUR ESTIMATE							
COMPANY: Cozad & Fox, Inc.		SCOPE OF WORK: Assignment Summary			DATE: 4/28/2015		
PROJECT: Ramsey Street and Hargrave Street					SUMMARY: Assignment Summary		
TASK	Principal Engineer $175/hr	Project Engineer $125/hr	One-Man Surveyor Crew $190/hr	Survey office $145/hr	Admin. Office $80/hr	TOTAL HOURS	TOTAL FEE
PART A: ENGINEERING / SURVEY DESIGN SERVICES							
1. KICKOFF MEETING	4	4				8	$1,200
2. MULTI-AGENCY COORDINATION		10				10	$1,250
3. PROJECT MILESTONE/ MONTHLY MEETINGS	4	16				20	$2,700
4. UTILITY RESEARCH		8			9	17	$1,720
5. RIGHT-OF-WAY DEDICATION (10 ea)	8	32		4		44	$5,980
6a. POTHOLING PLAN AND COORDINATION			10	4		14	$2,480
6b. POTHOLING SERVICES	Underground Solutions			-Lump Sum-			$13,000
7a. *ALTERNATIVE SCENARIO STREET (50% DESIGN)	4	36				40	$5,200
7b. WATER MAIN DESIGN (50% DESIGN)	4	24				28	$3,700
7c. TRAFFIC SIGNAL RELOCATION PLAN (50% DESIG	TJW Engineering			-Lump Sum-			$3,740
8a. *PRELIMINARY STREET DESIGN (75% DESIGN)	4	40				44	$5,700
8b. PRELIMINARY WATER MAIN DESIGN (75% DESIG	4	16				20	$2,700
8c. PRELIM. TRAFFIC SIGNAL RELOCATION (75% DESIGN)	TJW Engineering			-Lump Sum-			$1,870
9a. *DETAILED STREET DESIGN (90% DESIGN)	4	16				20	$2,700
9b. DETAILED WATER MAIN DESIGN (90% DESIGN)	2	10				12	$1,600
9c. DETAILED TRAFFIC SIGNAL RELOCATION (90% DESIGN)	TJW Engineering			-Lump Sum-			$1,122
10. *FINAL PS&E (100% DESIGN) ALL PLANS	4	24				28	$3,700
10a. FINAL TRAFFIC RELOCATION PLAN	TJW Engineering			-Lump Sum-			$748
					Total Manhours for Part A:	305	$61,110
PART B: CONSTRUCTION AND SURVEY SERVICES							
11. CONSTRUCTION SURVEYING AND STAKING, PI	8	12	40	16		76	$12,820
12. AS-BUILT PREPERATION		10		10		20	$2,700
					Total Manhours for Part B:	96	$15,520
PART C: ADDITIONAL SERVICES							
13. GEOTECHNICAL ENGINEERING	LOR Engineering			-Lump Sum-			$2,200
14. BLUEPRINTS, COPIES, POSTAGE, SURVEY SUP	-Lump Sum-						$1,090
* INCLUDES STREET, SIGNAGE AND STRIPING, STREET LIGHTING IMPROVEMENT PLANS AND COST ESTIMATE							
					Total Manhours for Part C:		
TOTAL	60	258	50	34	9	392	$79,920

SCHEDULE OF FEES

Effective Date: October 1, 2014 – December 31, 2015

GENERAL SCOPE OF SERVICES

Cozad & Fox, Inc. provides services in the fields of civil engineering, structural engineering, and land surveying in accordance with presently accepted professional practices. **Cozad & Fox, Inc.** does not provide services relating to construction safety and shall be held harmless by the contractor from any liability in this regard. In the event that the client requests termination of work prior to its completion, we reserve the right to complete, at the client's expense, such analysis and records as are considered necessary by us to place our files in order and/or to protect our professional reputation.

PERSONNEL CHARGES - RATES PER HOUR

	RATES
Principal Civil Engineer/Principal Land Surveyor/Structural Engineer	$175.00
Senior Project Engineer	$145.00
Project Engineer	$125.00
Assistant Project Engineer	$115.00
Administrative/Project Coordination	$80.00
Typing, printing	$40.00
Survey - Office Analysis	$145.00
***One Man Survey Crew**	**$190.00**
Two Man Survey Crew	$250.00
Extra Survey Crew Support (Traffic control, etc.)	Estimated by project

*** With today's advanced technology, most of our surveys are completed by a one-man survey crew.**

OTHER CHARGES

Expert Witness - Deposition and/or Court appearance	Two times hourly rate
Expert Witness - Research, Case Review and/or Preparation	Normal hourly rate
Mileage to and from meetings or project site	$0.575/mile
Reimbursable Expenses and Sub Consultants	Lump Sum

F:_Admin\Proposals\City of Banning\Hargrave & Ramsey\Supporting Documents\Fee Schedule Banning - 2015.doc

CITY COUNCIL AGENDA

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution 2015-40, "Approving a Professional Services Agreement with ECORP Consulting, Inc. for the Preparation of the San Gorgonio Project Simulation Model"**

RECOMMENDATION: Adopt Resolution No. 2015-40:

I. Approving a Professional Services Agreement with ECORP Consulting, Inc. ("ECORP") for the preparation of the San Gorgonio Project Simulation Model for an amount "Not to Exceed" $35,850.00.

II. Authorizing the City Manager to execute the Professional Services Agreement with ECORP of Redlands, California.

BACKGROUND: The City of Banning has significant water rights arising from a "Flume", which is a 14 mile engineered, concrete-lined artificial water conveyance system, which is initiated high in the San Bernardino Mountains and winds its way down to the City, as well as Banning Heights Mutual Water Company ("Banning Heights"). The Flume is currently owned by Southern California Edison Company ("SCE").

The City has been working with Banning Heights, SCE and the San Gorgonio Pass Water Agency ("Pass Water") for a number of years to secure control of the Flume, once SCE's Surrender Application has been accepted by the Federal Energy Regulatory Commission ("FERC"), which is anticipated to be handed down at any time. In these proceedings, these four agencies are commonly referred to as the Participating Entities ("PE").

Because a portion of the Flume is located on federal lands, once SCE's Surrender Application is accepted by FERC, the PE's must obtain approval from the Forest Service, through a Special Use Permit ("SUP"), for it to remain on federal lands. This is an involved process which requires extensive data collection, numerous studies and analysis. The PE's have been working through the DRD process (Dispute Resolution Division) with FERC and Forest Service representatives, to reach a workable solution with the Forest Service to ultimately obtain a SUP. One of the provisions is that the PE's must obtain Forest Service approval of all consultants to be used to perform the various studies.

Because of a narrow window of time (May through June) for a number of the studies to be completed in, SCE offered to complete and pay for three of the required studies, at a cost of

$90,000.00. However, there are many other studies and activities that must be accomplished, and the City has been tasked with crafting the necessary agreements with the required consultants. The City will pursue cost sharing opportunities with the other PE's.

One of the required activities is the development of a Project Simulation Model, which will be used to evaluate the existing and alternative operations of the San Gorgonio Project (Flume) over a representative range of hydrologic conditions, including diverted amounts, projected losses, and water deliveries. ECORP has extensive knowledge of the San Gorgonio Project, as well as the PE's requirements, and was deemed an acceptable consultant by the Forest Service. ECORP's proposal is attached as Exhibit "A".

Staff consulted with the City Attorney's office with regard to sole sourcing, and was told that in an emergency situation sole sourcing was acceptable. Given the imminent decision by FERC on SCE's Surrender Application, the amount of time required to perform the various studies and activities needed to complete the SUP process, the requirement that the Forest Service approve all consultants, and the requirement for a SUP in order to ensure that the Flume is not removed, Staff determined that an emergency situation exists and sole sourcing was warranted.

FISCAL DATA: The total cost to develop the Project Simulation Model is $35,850.00. Funds are available in account number 663-6300-471.96-35 (Flume Project).

RECOMMENDED BY:

Art Vela
Acting Public Works Director

REVIEWED/APPROVED BY:

Dean Martin
Interim City Manager/Admin Services Director

RESOLUTION NO 2015-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ECORP CONSULTING, INC. FOR THE PREPARATION OF THE SAN GORGONIO PROJECT SIMULATION MODEL

WHEREAS, the City of Banning has significant water rights arising from a "Flume" located in the San Bernardino Mountains, which is currently owned by Southern California Edison Company ("SCE"); and

WHEREAS, SCE has filed a Surrender Application with the Federal Energy Regulatory Commission ("FERC") for the license to operate the San Gorgonio Project (FERC No. 344); and

WHEREAS, the City, Banning Heights Mutual Water Company ("Banning Heights"), SCE and the San Gorgonio Pass Water Agency ("Participating Entities") have been working together for a number of years to secure control of the Flume, once SCE's Surrender Application is accepted by FERC; and

WHEREAS, a portion of the Flume is located on federal land and will require a Special Use Permit ("SUP") issued from the Forest Service to remain in place, once the FERC accepts the Surrender Application; and

WHEREAS, the Participating Entities have been working with FERC and the Forest Service to complete the numerous studies, activities and analysis required to complete the application and obtain a SUP; and

WHEREAS, one of the activities required for the SUP application is the development of a Project Simulation Model; and

WHEREAS, ECORP Consulting, Inc. ("ECORP") has extensive knowledge of the San Gorgonio Project, as well as the Participating Entities requirements, and was deemed acceptable by the Forest Service, and has provided a proposal to develop a Project Simulation Model, attached herewith as Exhibit "A"; and

WHEREAS, circumstances warrant utilizing sole source bid process; and

WHEREAS, the City wishes to execute an agreement with ECORP to develop the Project Simulation Model in an amount not-to-exceed $35,850.00; and

WHEREAS, there are funds available in Account No. 663-6300-471.96-35 (Flume Project);

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

SECTION 1. Adopt Resolution No. 2015-40, approving a professional services agreement in a form approved by the City Attorney, with ECORP Consulting, Inc. ("ECORP") for the preparation of the San Gorgonio Project Simulation for an amount "Not to Exceed" $35,850.00.

SECTION 2. Authorize the City Manager to execute the Professional Services Agreement with ECORP of Redlands, California.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015.

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. 2015-40 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

MEMORANDUM

TO: Perry Gerdes / City of Banning

FROM: Michael J. Preszler / ECORP Consulting, Inc.

DATE: 4 May 2015

RE: Proposal to Provide Consulting Services: San Gorgonio Project Simulation Model

ECORP Consulting, Inc. (ECORP) will provide consulting services in support of the City of Banning's (City) investigation of the San Gorgonio Hydroelectric Project (FERC Project No. 344). ECORP is available to begin work immediately. The work will be completed to meet the City's and project objectives and is planned to be complete within six (6) weeks of the Notice to Proceed. ECORP's Senior Water Resources Engineer, Michael J. Preszler, will be the Project Manager and lead for this assignment. The City is interested in development of a computer operational simulation model that can be used to evaluate the existing and alternative operations of the San Gorgonio Project over a representative range of hydrologic conditions including diverted amounts, project losses, and water deliveries. The *San Gorgonio Project Simulation Model* work effort is intended to provide information to the City in its effort to understand and evaluate operations of the San Gorgonio Project.

This work proposal is based on the *"SIMULATION MODEL SCOPE San Gorgonio Hydroelectric Project FERC Project No. 344, March 24, 2015"* (Simulation Model Scope) developed by ECORP under a subconsultant agreement with Roy McDonald. In order to carry out the work effort described in this proposal, ECORP requires written consent or indemnification to make use of the Simulation Model Scope work product.

The scope of work for tasks described in this proposal is limited to the hours allocated in the budget for each task. The cost of these services is not-to-exceed $35,850.00 and is summarized in the following:

San Gorgonio Project Simulation Model

Task 1.	Project Management, Coordination and Meetings	$6,970.00
Task 2.	Review Existing Information and Extend Hydrology	$8,980.00
Task 3.	Simulation Model Development	$13,360.00
Task 4.	Technical Memorandum	$6,540.00
	Total Budget:	**$35,850.00**

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I. WORK PROGRAM AND LEVEL OF EFFORT

Task 1. Project Management, Coordination and Meetings

This task includes project management, oversight and coordination of the project, communication with the City, and meeting attendance. Activities under this subtask are assumed to include schedule development and review, progress monitoring, technical collaboration, personnel/staff planning, budgetary oversight, and ongoing liaison with the City. This task includes a total of two (2) project meetings assumed to be held in Riverside County. The two coordination meetings would be scheduled to provide a venue for interagency/stakeholder liaison discussion on technical topics relating to development of the simulation model. This task also includes telephone and email communication with the City to support the project effort. The budget for this task totals $6,970.00, as follows:

Personnel	Rate	Hours	Total
Michael Preszler	$200.00	28.0	$5,600.00
Tonni Clark	$135.00	2.0	$270.00
Expenses			$1,100.00
Task Total:			$6,970.00

Task 2. Review Existing Information and Extend Hydrology

ECORP has amassed a significant understanding of the physical, operational, regulatory, and water rights constraints affecting operation of the San Gorgonio Project. This information will be reviewed and documented for incorporation into the operational Simulation Model. Existing project mean daily streamflow information was previously developed for the period of 1962-1997. This task includes review and revision, if necessary, of that hydrologic dataset. The hydrologic dataset will be extended an additional seventeen (17) years (1998-2014), using available representative hydrologic information. The result of the efforts completed under Task 2.0 is the creation of a 1962-2014 hydrology dataset on a daily time-step to support the San Gorgonio Project Simulation Model. The budget for this task totals $8,980.00, as follows:

Personnel	Rate	Hours	Total
Michael Preszler	$200.00	16.0	$3,200.00
Jared Emery	$160.00	32.0	$5,120.00
David Wagnon	$110.00	6.0	$660.00
Task Total:			$8,980.00

Task 3. Simulation Model Development

ECORP proposed to use a Microsoft Excel spreadsheet modeling platform for development of the San Gorgonio Simulation Model. This platform is extremely flexible, modular and could be readily used by interested stakeholders. Using the information and data obtained from carrying out Task 2.0, ECORP will develop the Simulation Model. The model output will be compared to available historic data for validation. This validation scenario will serve as the baseline description of existing system to which alternative operational parameters could be comparatively evaluated. This work effort does not include evaluating potential operational

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alternatives. It is assumed that effort would occur as part of a subsequent scope of work. The simulation model will include the following capabilities:

- utilize mean daily streamflow at division sites for a range of water years (1962-2014);
- operate under existing water right parameters;
- simulate project operational parameters including diversion capacities and estimated losses;
- include option to evaluate Burnt Canyon diversion and original project configuration;
- include consumptive water demands;
- include option to include and evaluate diversion bypass flows; and
- provide output in both chart and table format describing operation suitable for alternative comparison and biological evaluation.

The deliverable under Task 3.0 is a Microsoft Excel spreadsheet model and baseline model results. The budget for this task totals $13,360.00, as follows:

Personnel	Rate	Hours	Total
Michael Preszler	$200.00	24.0	$4,800.00
Jared Emery	$160.00	48.0	$7,680.00
David Wagnon	$110.00	8.0	$880.00
Task Total:			$13,360.00

Task 4. Technical Memorandum

ECORP will document the work effort by summarizing the approach, methodology and findings of Tasks 2.0 and 3.0 into a technical memorandum. The hydrology development, model assumptions, baseline study methodology, and results will be documented for the City's review and use. A draft memorandum will be prepared and submitted in Microsoft Word format to the City for review. Comments received on the draft technical memorandum will be incorporated into the final technical memorandum. The final memorandum will be provided to the City in .PDF format. The budget for this task totals $6,540.00, as follows:

Personnel	Rate	Hours	Total
Michael Preszler	$200.00	12.0	$2,400.00
Jared Emery	$160.00	24.0	$3,840.00
Brian Fedrow	$150.00	2.0	$300.00
Task Total:			$6,540.00

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II. DELIVERABLES

The deliverables under this proposed work effort are as follows:

- Updated hydrology information for 1962-2014
- Microsoft Excel simulation model with baseline model results
- Draft technical memorandum in Microsoft Word format
- Final technical memorandum in .PDF format

III. TOTAL NOT-TO-EXCEED BUDGET

The total not-to-exceed budget totals $35,850.00, as follows.

Personnel	Role on Project	Rate	Total Hours	Total
Michael Preszler	Project Manager (Senior Water Resources Engineer)	$200.00	80.0	$16,000.00
Jared Emery	Staff Engineer	$160.00	104.0	$16,640.00
Tonni Clark	Associate Project Accountant / Contracts	$135.00	2.0	$270.00
Brian Fedrow	QA/QC Manager	$150.00	2.0	$300.00
David Wagnon	Associate Mapper	$110.00	14.0	$1,540.00
Expenses				$1,100
Total Work Effort:				$35,850.00

CITY COUNCIL AGENDA

DATE: **May 26, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution 2015-49, "Approving a Professional Services Agreement with the U.S. Geological Survey for the Implementation of a Stream Flow Monitoring Program"**

RECOMMENDATION: Adopt Resolution No. 2015-49:

I. Approving a Professional Services Agreement with U.S. Geological Survey ("USGS") for the Implementation of a Stream Flow Monitoring Program "Not to Exceed" $150,900.00.

II. Authorizing the City Manager to execute the Professional Services Agreement with USGS of San Diego, California.

BACKGROUND: The City of Banning has significant water rights arising from a "Flume", which is a 14 mile engineered, concrete-lined artificial water conveyance system, which is initiated high in the San Bernardino Mountains and winds its way down to the City, as well as Banning Heights Mutual Water Company ("Banning Heights"). The Flume is currently owned by Southern California Edison Company ("SCE").

The City has been working with Banning Heights, SCE and the San Gorgonio Pass Water Agency ("Pass Water") for a number of years to secure control of the Flume, once SCE's Surrender Application has been accepted by the Federal Energy Regulatory Commission ("FERC"), which is anticipated to be handed down at any time. In these proceedings, these four agencies are commonly referred to as the Participating Entities ("PE").

Because a portion of the Flume is located on federal lands, once SCE's Surrender Application is accepted by FERC, the PE's must obtain approval from the Forest Service, through a Special Use Permit ("SUP"), for it to remain on federal lands. This is an involved process which requires extensive data collection, numerous studies and analysis. The PE's have been working through the DRD process (Dispute Resolution Division) with FERC and Forest Service representatives, to reach a workable solution with the Forest Service to ultimately obtain a SUP. One of the provisions is that the PE's must obtain Forest Service approval of all consultants to be used to perform the various studies.

Because of a narrow window of time (May through June) for a number of the studies to be completed in, SCE offered to complete and pay for three of the required studies, at a cost of $90,000.00. However, there are many other studies and activities that must be accomplished, and

the City has been tasked with crafting the necessary agreements with the required consultants. The City will pursue cost sharing opportunities with the other PE's.

The Forest Service has required the PE's to perform stream flow monitoring in order to quantify the amount of flow involved with the project. The PE's submitted a Stream Flow Monitoring Plan which was reviewed and approved by the Forest Service.

If the Professional Service Agreement is approved, the USGS will implement a stream flow monitoring program in accordance with the approved Stream Flow Monitoring Plan. The scope of work, attached as Exhibit "A", also includes the purchase, installation, one year of operation and maintenance of three stream flow gages and three additional gages along the Flume.

Staff consulted with the City Attorney's office with regard to sole sourcing, and was told that in an emergency situation sole sourcing was acceptable. Given the imminent decision by FERC on SCE's Surrender Application, the amount of time required to perform the various studies and activities needed to complete the SUP process, the requirement that the Forest Service approve all consultants, and the requirement for a SUP in order to ensure that the Flume is not removed, Staff determined that an emergency situation exists and sole sourcing was warranted.

FISCAL DATA: The total cost to implement the stream monitoring program is $150,900.00. Funds are available in account number 663-6300-471.96-35 (Flume Project).

RECOMMENDED BY:

Art Vela
Acting Public Works Director

REVIEWED/APPROVED BY:

Dean Martin
Interim City Manager/Admin Services Director

RESOLUTION NO 2015-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH U.S. GEOLOGICAL SURVEY FOR THE IMPLEMENTATION OF A STREAM MONITORING PROGRAM

WHEREAS, the City of Banning has significant water rights arising from a "Flume" located in the San Bernardino Mountains, which is currently owned by Southern California Edison Company ("SCE"); and

WHEREAS, SCE has filed a Surrender Application with the Federal Energy Regulatory Commission ("FERC") for the license to operate the San Gorgonio Project (FERC No. 344); and

WHEREAS, the City, Banning Heights Mutual Water Company ("Banning Heights"), SCE and the San Gorgonio Pass Water Agency ("Participating Entities") have been working together for a number of years to secure control of the Flume, once SCE's Surrender Application is accepted by FERC; and

WHEREAS, a portion of the Flume is located on federal land and will require a Special Use Permit ("SUP") issued from the Forest Service to remain in place, once the FERC accepts the Surrender Application; and

WHEREAS, the Participating Entities have been working with FERC and the Forest Service to complete the numerous studies, activities and analysis required to complete the application and obtain a SUP; and

WHEREAS, one of the activities required for the SUP application is the implementation of stream monitoring program; and

WHEREAS, U.S. Geological Survey ("USGS") has extensive knowledge of the area around San Gorgonio Project (Flume) and was deemed acceptable by the Forest Service, and has provided a proposal to implement a stream monitoring program, attached herewith as Exhibit "A"; and

WHEREAS, circumstances warrant utilizing sole source bid process; and

WHEREAS, the City wishes to execute an agreement with USGS to implement the gauging plan in an amount not-to-exceed $150,900.00; and

WHEREAS, there are funds available in Account No. 663-6300-471.96-35 (Flume Project);

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

SECTION 1. Adopt Resolution No. 2015-49, approving a professional services agreement in a form approved by the City Attorney, with the USGS for the implementation of a stream monitoring program for an amount "Not to Exceed" $150,900.00.

SECTION 2. Authorize the City Manager to execute the Professional Services Agreement with USGS of San Diego, California.

PASSED, APPROVED AND ADOPTED this 26th day of May, 2015.

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. 2015-49 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of May, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"

United States Department of the Interior

U. S. GEOLOGICAL SURVEY
California Water Science Center
4165 Spruance Road
San Diego, CA 92101

IN REPLY REFER TO:

DATE: May 19, 2015

DRAFT: U.S. Geological Survey (USGS) Proposed Streamflow Monitoring Program in cooperation with City of Banning, California

REFERENCE TO: San Gorgonio Hydroelectric Project FERC Project No. 344

Scope of Work:
Install, operate and maintain three streamflow gages located (1) along the East and (2) South Forks of the Whitewater River and at (3) Black Wheel Creek above the diversion. In addition, the USGS will establish three miscellaneous discharge measurement sites below the diversion locations in the San Gorgonio Hydroelectric Project watercourses (FERC Project No. 344) in cooperation with the City of Banning. Operation and maintenance of streamflow gages to include equipment purchases, installation labor, rating development and near real time data display on the USGS National Streamflow Information System website (http://nwis.waterdata.usgs.gov/nwis).
Visits to these sites will be made periodically throughout the year to service the equipment and conduct routine discharge measurements for rating calibration. Accessibility to sites during winter months may be restricted.

Preliminary costs for installation and annual operation and maintenance of the streamflow gages and establishment of miscellaneous discharge measurement sites are detailed below. This is considered a draft proposal until an onsite reconnaissance is conducted to determine feasibility of proposed streamflow gaging locations and miscellaneous sites. A Joint Funding Agreement detailing associated costs for the monitoring program will be submitted by USGS to City of Banning for approval and execution after the site reconnaissance is completed. The cost estimate for the proposal are for complete sites with telemetry and 6-8 site visits per year and should be considered a maximum estimate until a reconnaissance trip is completed. It is likely that these cost are an over estimate of actual costs. Once sites are installed, the annual operation costs for the three gages and miscellaneous measurement are estimated to be $89,000. Annual operation cost may be lower if these sites are classified as seasonal due to access restriction during winter months.

Preliminary Costs Estimate:

Equipment purchase and Installation of three streamflow gages with GOES telemetry:	**$54,400**
Annual Operation and Maintenance of three streamflow gages:	**$89,000**
Establishment and collection of miscellaneous discharge measurements (25):	**$ 7,500**
TOTAL:	**$150,900**

Al Caldwell
Deputy Associate Director for Data
California Water Science Center
(619) 225-6103 office
(619) 988-5805 cell

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