

AGENDA  
REGULAR MEETING  
CITY OF BANNING  
BANNING, CALIFORNIA

February 23, 2016  
5:00 p.m.

Banning Civic Center  
Council Chambers  
99 E. Ramsey St.

*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 – Rev. Daniel Pedraza, First Hispanic Baptist Church
- Pledge of Allegiance
- Roll Call – Councilmembers Franklin, Miller, Moyer, Peterson, Mayor Welch

## II. REPORT ON CLOSED SESSION

### III. PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS

#### **PUBLIC COMMENTS – *On Items Not on the Agenda***

*A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff 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. Introduction of New Employees (ORAL)  
Alex Diaz, Chief of Police  
-Daniel Deusenberry, Police Officer

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

Art Vela, Acting Public Works Director

-Caleb Naasz, Ernie Floyd and Antony Brenneisen (Water Services Workers)

## APPOINTMENTS

1. Southern California Association of Governments (SCAG) Appointment for Delegate and Alternate Representative to the SCAG 2016 Regional Conference and General Assembly – May 5-6, La Quinta, CA. (ORAL) 1
2. Planning Commission Appointment . . . . . Staff Report – Art Vela, Acting Public Works Director

Recommendation: **That the City Council appoints Richard Krick to fill the Vacant Position on the Planning Commission.**

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

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

## **V. 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: To approve Consent Items 1 through 5**

**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 – 02/09/16 (Closed Session) . . . . . 11
2. Approval of Minutes – Regular Meeting – 02/09/16 . . . . . 13
3. Ordinance No. 1495 – Second Reading: Ordinance No. 1495, An Ordinance of the City Council of the City of Banning, California, Adopting a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program; Approving Tentative Tract Map No. 15-4501 (TTM 36939) to Subdivide A 34.6 Acre Site to Create 98 Numbered Lots for Single-Family Residential Development and Three (3) lettered Lots; and, Zone Change No. 15-3501 Amending the Zoning Map to Eliminate the RL-10,000 Overlay Affecting the Western Portion of the Site to Low Density Residential (LDR, 0 to 5 Units per Acre) . . . . . 49
4. Ratify the Appointment of Brian Guillot as the Community Development Director and Authorize the City Manager to Sign the Community Development Director Employment Agreement . . . . . 57
5. Ratify the Appointment of Arturo Vela as the Public Works Director/City Engineer and Authorize the City Manager to Sign the Public Works Director/City Engineer Employment Agreement . . . . . 69

- Open for Public Comments
- Make Motion

## **VI. REPORTS OF OFFICERS**

1. Resolution No. 2016-15, Amending the job description and title for the Customer Services Manager position, and minimum qualifications of the job description for the Purchasing Manager position under the Classification and Compensation Plan for the City of Banning ..... 81  
Staff Report – Rochelle Clayton, Deputy City Manager  
Recommendations: 1) Adopt Resolution No. 2016-15, amending the Classification Compensation Plan for the City of Banning, to change the minimum qualifications section of the Purchasing Manager job description; change the title and job description for the Customer Services Manager position to Customer Service and Billing Manager, and the applicable sections of the description; and authorize the City Manager to direct staff to recruit the Customer Service and Billing Manager position upon approval. No change was made to the salary ranges.
  
2. Animal Control Services Update ..... 113  
Staff Report – Alex Diaz, Chief of Police  
Recommendation: That this matter be brought forth to an Ad Hoc Committee for further evaluation.

## **VII. SCHEDULED MEETINGS**

**BANNING UTILITY AUTHORITY (BUA) – no meeting**

**BANNING FINANCING AUTHORITY (BFA) – no meeting.**

## **VIII. ITEMS FOR FUTURE AGENDAS**

New Items –

1. Possibility of Canceling March 8, 2016 City Council Meeting

Pending Items – City Council

1. Discussion of vacant properties on Ramsey Street where people are discarding furniture.
2. Housing Element (2016)
3. Strategic Planning Workshop (Goal Setting) - March 29, 2016

*(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.)*

## **IX. ADJOURNMENT**

*Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Friday, 8 a.m. to 5 p.m.*

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

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

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



## CITY OF BANNING CITY COUNCIL REPORT

TO:

CITY COUNCIL

FROM:

Michael Rock, City Manager

PREPARED BY:

Brian Guillot, Acting Community Development Director

Sandra Calderon, Development Project Coordinator

MEETING DATE: February 23, 2016

SUBJECT:

Planning Commission Appointment

**RECOMMENDATION:** That the City Council appoints Richard Krick to fill the vacant position on the Planning Commission.

**BACKGROUND:** Planning Commissioner Krick's term expires February 2016 as he was appointed by City Council to fill the remainder of the term of a commissioner who resigned.

The Planning Commission consists of five members appointed by the City Council. The Commissioners serve a four year term, which is staggered every two years concurrent with the City's elections. If approved, the term of the newly appointed commissioner will expire on February 23, 2020.

The vacancy on the Planning Commission was advertised on the City's website, and The Press Enterprise and Record Gazette newspapers. Additionally, application forms were available at the City Hall counter and City Council chambers. The final date to submit an application was Friday, February 5, 2016.

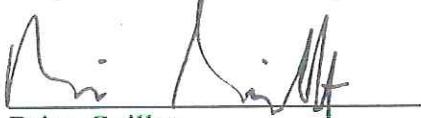
The City Clerk received one (1) application from Richard Krick (Attachment 1).

The Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code (Attachment 2). The Commission's two (2) main functions are to review land development applications for compliance with the Zoning Ordinance; and, to recommend to the City Council regarding large projects and policy changes to the General Plan or Zoning Ordinance.

**ATTACHMENTS:**

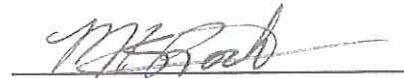
1. Application from Richard Krick
2. Chapter 2.28 of the Banning Municipal Code

Prepared and Reviewed by:



Brian Guillot  
Acting Community Director

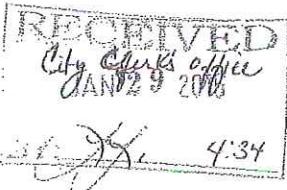
Approved by:



Michael Rock  
City Manager

## **ATTACHMENT 1**

Application from Richard Krick



## COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board on  
which you would like to serve: PLANNING COMMISSION

Name: RICHARD KRICK

Address: 852 VIA PANORAMA, BANNING

Telephone Numbers: Home 849-5893 Cell 951-660-2291 Office 849-7871

If employed, where you work and position PIONEER REALTY, BROKER/OWNER

Length of residence in Banning 43 YEARS

Are you a registered voter in Banning? Yes X No \_\_\_\_\_

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

I HAVE LIVED IN BANNING FROM 1958 TO 1968 AND THEN 1982 TO PRESENT. THE OTHER YEARS WERE IN CHERRY VALLEY. I AM QUITE FAMILIAR WITH THE PASS AREA. I HAVE BEEN IN THE REAL ESTATE BUSINESS FOR A TOTAL OF 38 YEARS - OF WHICH 37 HAVE BEEN IN BANNING. I HAVE A REAL ESTATE BROKERS LICENSE AND RECEIVED MY AA DEGREE AT CRAFTON HILLS COLLEGE. I AM A PAST PRESIDENT OF THE BANNING CHAMBER OF COMMERCE, PAST PRESIDENT OF THE BANNING-BEARMONT-CHERRY VALLEY BOARD OF REALTORS, PAST PRESIDENT AND CURRENT MEMBER OF THE BANNING UNIFIED SCHOOL DISTRICT BND OVERSIGHT COMMITTEE, PRESIDENT OF THE BANNING KT WANIS CLUB. I WAS ON THE GENERAL PLAN ADVISORY COMMITTEE FOR THE CITY OF BANNING. I AM A CURRENT MEMBER OF THE BANNING PLANNING COMMISSION.

What types of major issues should this committee or board deal with?

LAND AND ZONING ISSUES.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

I HAVE NO SPECIFIC CURRENT ISSUES.

I WOULD LIKE TO SEE THE CITY PROGRESSIVELY  
MOVE FORWARD

Your name will be considered by the City Council upon receipt of your application.

*This is a volunteer position. You must be a registered voter and reside in the city of Banning.  
You will also need to be fingerprinted and pass a background investigation.*

Please return to: City Clerk's Office/City of Banning  
99 E. Ramsey Street  
P. O. Box 998  
Banning, CA 92220

RETURN BY: February 5, 2016  
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 1/29/2016

Signed: 

## **ATTACHMENT 2**

Chapter 2.28 of the Banning Municipal Code

2.28.010 - Planning commission—Membership requirements.

- A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.
- B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served.

(Code 1965, § 2-5.)

2.28.020 - Term and vacancies.

- A. The planning commission shall consist of five members.
- B. Planning commissioners shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.
- C. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.
- D. Any member who is unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have resigned their office and the city council may appoint a new member to serve in the resigned commissioner's place for the remainder of their term.
- E. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury or family matters, a statement by the member at the next regular meeting of the commission shall constitute an excused absence.

(Code 1965, § 2-6.)

2.28.030 - Compensation.

- A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.
- B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.
- C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council.

(Code 1965, § 2-7.)

2.28.040 - Rules of procedure.

- A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

- B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.
- C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.
- D. The commission shall follow all applicable city fiscal and administrative policies and procedures.

(Code 1965, § 2-8.)

#### 2.28.050 - Duties and responsibilities.

- A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.
- B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year. All members must be present to conduct this business.
  - 1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.
  - 2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.
  - 3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.
- C. The planning commission's scope of responsibility is to:
  - 1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide the future physical development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;
  - 2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;
  - 3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commission by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;
  - 4. Act as the appeal body on decisions made by the community development director;
  - 5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.
- D. The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.
- E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:
  - 1. Commissioners will attend all regular meetings and special meetings as they arise;

2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;
3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;
4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;
5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing.

Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;

6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;
7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), and relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the Planning Commissioners Journal and [www.plannersweb.com](http://www.plannersweb.com) are other valuable resources for new commissioners;
8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and
9. New commission members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc.

(Code 1965, § 2-8.1.)

#### 2.28.060 - Conflict of interest requirements.

- A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.
- B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.
- C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting.

(Code 1965, § 2-8.2.)

2.28.070 - Staff liaison.

- A. The staff liaison to the planning commission shall be the community development director.
- B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:
  - 1. Confirming that a quorum will be present prior to each meeting;
  - 2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;
  - 3. Signing all meeting minutes and resolutions upon approval;
  - 4. Preparing and distributing agendas and agenda packets;
  - 5. Facilitating the tape recording of meetings and preparation of minutes; and
  - 6. Responding to all questions from planning commission members regarding agenda items in advance of meetings.

(Code 1965, § 2-8.3.)

2.28.080 - Meeting times and places.

- A. The planning commission shall meet on the first Wednesday of each month at 6:30 p.m. at the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.
- B. Commissioners will attend special meetings as they arise.

(Code 1965, § 2-8.4.)

(Ord. No. 1427, § 1, 9-14-10)

2.28.090 - Adoption.

- A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission.

(Code 1965, § 2-9.)

MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

02/09/16  
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Welch on February 9, 2016 at 4:00 p.m. at the Banning Civic Center Large 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: Michael Rock, City Manager  
Anthony R. Taylor, City Attorney  
Julie Biggs, City Attorney  
Rochelle Clayton, Administrative Services Dir./Deputy City Manager  
Sonja De La Fuente, Executive Assistant/Deputy City Clerk  
Marie A. Calderon, City Clerk

Mayor Welch opened the item for public comments on the closed session items. There were none so public comments was closed.

CLOSED SESSION

City Attorney Taylor announced that there are three items for closed session as follows: Existing litigation pursuant to Government Code Section 54956.9 (d)(1): Robertson's Ready Mix v. City of Banning and the Banning City Council; labor negotiations pursuant to Government Code Section 54957.6 with City represented by City Manager Michael Rock and negotiations are with the Banning Police Officers Association (BPOA); and conference with legal counsel anticipated litigation – significant exposure to litigation pursuant to paragraphs (2) and (3) of subdivision (d) of Section 54956.9: 1 potential case and this involves a threat of litigation concerning district elections.

Meeting went into closed session at 4:02 p.m. and recessed at 5:06 p.m.

## ADJOURNMENT

By common consent the meeting adjourned at 5:06 p.m.

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Marie A. Calderon, City Clerk

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MINUTES  
CITY COUNCIL  
BANNING, CALIFORNIA

02/09/16  
REGULAR MEETING

A regular meeting of the Banning City Council and a Schedule Meeting of the Banning Utility Authority was called to order by Mayor Welch on February 9, 2016 at 5:14 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Michael Rock, City Manager  
Anthony R. Taylor, City Attorney  
Rochelle Clayton, Administrative Services Dir./Deputy City Manager  
Alex Diaz, Police Chief  
Arturo Vela, Acting Public Works Director  
Fred Mason, Electric Utility Director  
Brian Guillot, Acting Community Development Director  
Heidi Meraz, Community Services Director  
Marie A. Calderon, City Clerk

The invocation was given by Pastor Steve Braun, Banning Foursquare Church. Councilmember Miller led the audience in the Pledge of Allegiance to the Flag.

## REPORT ON CLOSED SESSION

City Attorney Taylor said that there were three items on for Closed Session as he previously reported and there is no reportable action on those items.

#### PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS

## PUBLIC COMMENTS – *On Items Not on the Agenda*

Steven William Douglas, 4690 Elsie Lee Circle, addressed the Council representing a group of citizens called Faith in Action and they are here in regards to their concern for the homeless people within our city and are asking to use the community center as a cold/wet weather shelter temporarily (see Exhibit "A" attached). They would like this placed on the next City Council agenda

There was consensus of the Council to put this item on the next meeting agenda.

Inge Schuler addressed the Council reinforcing what was said by the prior speaker and that in the state the homelessness is increasing between 14% and 20% in the last year. Also there should be the same kind of thing for the summer with the 108 degree temperatures. She said her concern is the Vanir Development Company and it seems that the company is in default. They were supposed to meet certain requirements by January 31<sup>st</sup> and she has not seen the contract with them and she is sure it is similar to the Pearlman Agreement that is rather elastic and vague. This is not the project we had and she knows that some of the Council feels that something is better than nothing. She doesn't know anyone that comes in from the east on the westbound Ramsey St. off-ramp and then comes through town and sees this across the street from city hall that we are going to attract quality, high-class retail businesses. It is time for us to put this company's feet to the fire. The problem she has with this and many citizens have with this is that we always bend over backwards for these snake oil salesmen that come into town. We want to have a nice town and have good people here that will fit in and who will be part of this community and stand for the things that we stand for and it is time to just stand up and do this.

Rosa Gascoigne, 1685 Camoustie, addressed the Council stating that this is the United States of America and not a third-world country. We have a moral responsibility to help the homeless. We cannot turn the other way and pretend that they do not exist. It is inhumane to leave them on the streets when it is so cold or raining. Let's work together and find a solution.

Mary Hamlin, 1433 Snead, representing the The Pass Job Connection stated that they hold a weekly job club every Wednesday at 9 a.m. at the Banning Community Center. She thanked the City for allowing them to do that and she is here to make the public aware of their services. They help anybody with creating a resume, filling out an application, job search activities, and interviewing skills. They have been doing this since October 2014 and have had about two dozen people report that they have gotten employment with their help.

Dorothy Familetti-McLean, resident addressed the Council stating that Jeff Backer is coming to her church and will be ministering Wednesday through Friday, February 24 - 26 at 7:00 p.m. at Faith Builders Family Church, 55 N. First Street, Banning. His message is Miracles of Healing for the Taking. He is a sought out speaker who ministers the message of faith, hope and God's love in meetings all over the world. He ministers mightily in the gifts of prophecy and healing with signs and wonders, everything from crippled legs to cancer have been healed by the power of God in his meetings. He teaches the word of God with a deep insight to the covenant promises we have in Jesus Christ with a light-hearted style that keeps your attention and encourages the faith of the believer. If you need a touch from the Lord, join them.

Frank Burgess addressed the Council apologizing for his actions at the last Council meeting in being a little abrupt and also apologized to both the City Manager and the City Attorney knowing that they are doing their duty. He understands now that a consultant is going to be hired and he asked how long it is going to take to hire this consultant and how much are we going to spend of the taxpayers money in getting a consultant to do what we all as the citizens of Banning know what needs to be done.

City Attorney Taylor responded that this will be on the first available public agenda and that it is something that would have to be negotiated and it is not final at this point but we are moving

forward as quickly as possible. To let the public know what they are studying is to make sure that all the voting rights act laws are fully complied with in the city of Banning and if any adjustments need to be made such as through district elections that is something the consultant would analyze as well. They will be looking at the demographics and the voting patterns of the entire community for all different ethnic and racial groups.

Mr. Burgess said the reason he asked that question was that in talking to the school district realizing that their lines have already been drawn and they spent \$15,000 to draw up the districts so he wouldn't want the City to hire a consultant for \$40,000 to \$50,000 to come along and say we need to hire someone now to break it up into districts. It is taxpayer's money and he is a taxpayer and he doesn't want to be suing himself to get this project moving along and if that would be the case, he promises that would happen.

Jerry Westholder, resident said he would like to clear up a misunderstanding the last time he spoke here of saying anything negative about Sun Lakes. He does not think that Sun Lakes nor its residents are bad people and nor does he think that they live in Camelot. That comment was directed toward Mr. Moyer. He read in the Banning Informer that he is the first Council Member accused of a crime threatening his neighbor which concerns him and should concern us all because if someone cannot keep his temper as a Council person and as a neighbor, how can we expect him to lead our community. The interesting thing was his article written in his paper that there is not any confidence in our staff to read utility meters correctly. He understands that this is a source of controversy but the at the last Council Meeting an elderly women came here on a fixed income who was trying to fix her utility rates and the City said either pay up or get them shut off and she had to come to an agreement with the City to pay a mistake by the City. In regards to Paseo San Gorgonio first it was Pearlman and now it's Vanir. He hates to say I told you so but Zacatecas Café is already up for sale. Now this project was supposed to bring business into the city and now he is seeing business leave the city. From what he understands now they want a fortress literally built round them. This is not something that we were sold on when this project was first brought to us. He understands the need for public safety but at the expense of our community building a fort in downtown Banning; this is a great concern. We already invested \$4 million to date and how much more are we going to put into this project until somebody is accountable. Another concern is our utility rates. We are rated with San Diego, Pasadena, Anaheim Hills and we are one of the largest rates in the state. How can we afford to market our community to people if we have one of the highest utility rates and the utility rates does not give a break to those who have a financial need? These are his concerns and would appreciate the Council addressing them.

Gina Guerrero, Cal State San Bernardino student, addressed the Council stating that she is currently working on her bachelors in social work. She is working with six other individuals and call their group Social Innovators and have been interviewing Banning residents in the past week. So far they have done 75 surveys and have been speaking with individuals as to what is of concern to them and it seems like the youth between the ages of 13 and 17 need a place to hang out and maybe get some tutoring. She knows that there is a Boys and Girls Club in the area and she did speak to Megan the Program Coordinator who mentioned that at some of the elementary schools there is a long waiting list for the children to get involved but that it definitely works and they have a high retention rate. They are currently working with Anna Sandoval, Community

Services Program Coordinator and they are looking to maybe create a program for teens in the city of Banning and possibly do a Big Brother type of thing. She wanted the Council to be aware of this and they have a month to work on it and will be reporting at the next meeting to see how it is going.

Ron Roy, Beaumont addressed the Council about access to the Coachella Valley. This would be via an express commuter bus link. Right now the Pass (Banning, Calimesa and Beaumont) which is over 100,000 people and growing have regional access to the San Bernardino Valley and points west. There is regional access to Riverside and even to San Diego but don't have any regional access to the Coachella Valley. So he would like to ask for the State transportation you have what is called an SRTP (Short Range Transit Plan) and that is coming up with the first hearing on February 18<sup>th</sup> and have until June to address this. Under Item 3.2 of your last year's plan you have a place there for recommended local and express route and he asked that the Council include a commuter route like "Pass to Desert Route" for example. The advantages for this is that you would have unique options which are not found in other areas. You have jobs in the travel and tourism industries, unique education opportunities at College of the Desert and the desert campuses for UCR and CSUSB, recreation golf, culture, other unique health services, manufacturing and media. Our demographic groups are high school and college kids who are already familiar with our transit and are working their way through college and they can reach the Coachella Valley area to combine excellent job experiences while attending desert area colleges either full or part-time, also adult professional access to unique industries, seniors could use it for entertainment, recreation, etc. Route 220 is the current route but they do not have any morning service. He emphatically asked that the Banning Pass Transit operate and control the whole system and he has already made comments to RCTC (Riverside County Transportation Commission) and he thinks it is a doable thing and estimates that it will be about \$450,000 for the application.

CORRESPONDENCE - None

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

City Council

Councilmember Peterson –

- He stated that in the audience is Jim Smith and his name has been taken off Pending Items but would like the City Manager to report on what is going on with the collection process on the \$90,000 owed to the City.

City Attorney Taylor said that he has been working with a former associate from their office in terms of the transition and he understands that there was a collection firm retained and they are completing that transition so they can proceed forward with the collection efforts.

Councilmember Peterson directed his comment to Councilmember Moyer stating didn't he recommend a collection attorney here in town that he thought the Council had referred this case to.

Councilmember Moyer said yes we did. He talked with the firm a week ago and they sent a report to Aleshire's office a couple of months ago and are waiting on some kind of direction from Aleshire's office.

City Attorney Taylor said that is actually what he was trying to clarify but he thinks the report somehow got routed to the associate that left to the San Diego's City Attorney's office and that is something he is working to correct to get the collection matter on track.

Councilmember Franklin –

- The gentleman who spoke earlier on the Short Range Transit Plan (SRTP) for RCTC (Riverside County Transportation Commission) they are working on what they can do to improve transportation in this area not only to go east but to go west. They had a workshop two weeks ago and are looking at how they can improve transportation throughout the county. They were also advised at that same meeting that the State had cut over \$715 million from the transportation budget and what that means to us here in Riverside County and particularly in the Pass Area is that it will impact the truck climbing lanes that were planned for the Badlands so as she gets more information she will share that with the Council.
- At the Passcom meeting this morning they got word of a CERT Flood Response class that will be held in Cabazon on March 12 from 8 a.m. to Noon at the Venable Community Center. She understands that there is no cost for it and the idea is to help people train in what to do in case the El Nino really comes.

Councilmember Miller –

- He addressed the City Manager stating that the Vanir Contract required them to start construction January 21<sup>st</sup> he believes and no construction has started. He was wondering if the City Council should pursue that or what is going to be done with that project.

City Manager Rock said the item will have to come back to the City Council because they are making some changes to it and the City Council will have a chance to look at their new plan as it comes forward.

Councilmember Moyer –

- The ribbon cutting for the Sunset Grade Separation will be held on March 10<sup>th</sup>.

Mayor Welch –

- In the Press Enterprise Sports Section they identified the Cal-Hi Sports All-State Teams for this last football season for high schools and in the Small School First Team from Banning is Fidel Romo. This is an exceptionally smart young man on top of being a very good football kicker and soccer player but he has brought State fame to the city of Banning.

City Committee Reports – None

Report by City Attorney - None

Report by City Manager Rock –

- The City Managers from the cities of Calimesa, Beaumont and Banning will start meeting on a regular basis to discuss regional issues including transit issues and other issues that affect the three cities. They will be looking at cost-effective ways to share services if possible.
- Caltrans has created an Ambassador Program wherein there will be an ambassador for each Caltrans District and he and the Public Works Director will meet with our ambassador next week. So far as they have heard this has improved the relationship between Caltrans and cities and counties in terms of moving things along a little quicker. So they are looking forward with optimism to working with Caltrans and getting some issues resolved in a timely manner.

#### CONSENT ITEMS

1. Approval of Minutes – Special Meeting – 01/26/16 (*Workshop*)

Recommendation: That the minutes of the special meeting of January 26, 2016 be approved.

2. Approval of Minutes – Special Meeting – 01/26/16 (*Closed Session*)

Recommendation: That the minutes of the special meeting of January 26, 2016 be approved.

3. Approval of Minutes – Regular Meeting – 01/26/16

Recommendation: That the minutes of the regular meeting of January 26, 2016 be approved.

4. Approval of Accounts Payable and Payroll Warrants for Month of November 2015.

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

5. Approval of Accounts Payable and Payroll Warrants for the Month of December 2015.

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

6. Report of Investments for October 2015

Recommendation: The City Council receive and file the Monthly Report of Investments.

7. Report of Investments for November 2015

Recommendation: The City Council receive and file the Monthly Report of Investments.

8. Report of Investments for December 2015

Recommendation: The City Council receive and file the Monthly Report of Investments.

9. Resolution No. 2016-12, Authorizing the Annual Submittal of CalRecycle Payment Program Applications.

Recommendation: The City Council: 1) adopt Resolution No. 2016-12, Authorizing the Annual Submittal of CalRecycle Payment Program Applications; 2) Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to program payments; 3) Authorizing the City Manager or his/her designee as a "Signature Authority" to execute all documents necessary to implement the program on an annual basis and secure funding; and 4) Authorization under this resolution is effective until rescinded by the Signature Authority or Governing Body.

**Motion Miller/Moyer to approve Consent Items 1 through 9.** Mayor Welch opened the item for public comments; there were none. **Motion carried, all in favor.**

#### REPORTS OF OFFICERS

1. Resolution No. 2016-04, Awarding the Custodial Services Agreement to Merchants Building Maintenance, LLC of Pomona, CA for Civic Center and Municipal Facilities Maintenance in the amount of \$79,243.10.  
(Staff Report – Art Vela, Acting Public Works Director)

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

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

**Motion Franklin/Peterson that the City Council: 1) adopt Resolution No. 2016-04, Awarding the Custodial Services Agreement to Merchants Building Maintenance, LLC of Pomona, CA for Civic Center and Municipal Facilities Maintenance; 2) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfer related to the Custodian Services Agreement; and 3) Authorizing the City Manager to Execute the Custodian Services Agreement with Merchants Building Maintenance, LLC in the amount of \$79,243.10. Motion carried all in favor.**

Mayor Welch stated that we have two more items on the agenda. One is a public hearing item and he certainly wanted to make sure that everyone gets an opportunity to express their thoughts on that item so he will move forward to the next item.

Mayor Welch recessed the regular City Council Meeting and called to order a Scheduled Meeting of the Banning Utility Authority.

#### SCHEDULED MEETINGS

##### BANNING UTILITY AUTHORITY (BUA)

Boardmembers present: Franklin, Miller, Moyer, Peterson, Chairman Welch

## CONSENT ITEM

1. Resolution No. 2016-01UA, Awarding the Services Agreement to Prominent Systems, Inc. of Industry, California for Project No. 2016-01WW, Iron Sponge Media Replacement in the Amount of \$32,245.00 and Establishing a Total Project Budget of \$35,469.50.

Acting Public Works Director Vela gave the staff report as contained in the agenda packet explaining what this project is about.

There were some Council and staff discussion in regards to the odors coming from the pipes and why is the iron sponge media wearing out earlier than expected.

Chairman Welch opened the item for public comments; there were none

**Motion Franklin/Moyer to 1) adopt Resolution No. 2016-01 UA, Awarding a Construction Agreement for Project No. 2016-01 WW, Iron Sponge Media Replacement to Prominent Systems, Inc. of Industry, CA for an amount of \$32,245.00 and authorizing an additional 10% contingency in the amount of \$3,224.50 to cover any unforeseen conditions; 2) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to project No. 2016-01 WW, Iron Sponge Media Replacement; and 3) Authorizing the City Manager to execute the Services Agreement with Prominent Systems, Inc. in the amount of \$32,245.00. Motion carried, all in favor.**

Next regular meeting of the Banning Utility Authority: Tuesday, February 23, 2016 at 5:00 p.m., Banning City Hall Council Chambers.

## BANNING FINANCING AUTHORITY (BFA) – no meeting.

Mayor Welch adjourned the scheduled meetings and reconvened the regular City Council Meeting returning to the Public Hearing item.

## PUBLIC HEARINGS

1. Tentative Tract Map No. 15-4501 (TTM 36939) Zone Change No. 15-3501  
(Staff Report – Brian Guillot, Acting Community Development Director)

Acting Community Development Director Guillot gave the staff report on this item as contained in the agenda packet and gave a power-point presentation of the project (Exhibit "B" attached) displaying a map of the project, going over the proposed density, existing zoning, and details related to the project. In regards to the environmental the initial study reviews 18 items there were recommended mitigation measures based on that analysis. Based upon the results of the initial study and mitigated negative declaration it is recommended to be adopted along with the Mitigation, Monitoring, and Reporting Program. The subject proposal meets the requirements of the City's Housing Element and General Plan and the City's development code as outlined in the staff report. This would be a small step in meeting the Housing Needs Assessment. Staff recommends that the City Council adopt the Mitigated Negative Declaration and also approve the subdivision.

Pete Pitassi, Diversified Pacific Communities, 10621 Civic Center Dr., Rancho Cucamonga addressed the Council introducing Nolen Leggio, Assistant Project Manager; Robert Otte, Civil Engineer and owner of Otte-Berkeley Groupe, Inc. who is the civil engineer for the project; and Gary Wallace, Geotechnical Engineer and a Principal with RMA Group Geotechnical Engineers, Rancho Cucamonga. Mr. Pitassi started his power-point presentation (attached Exhibit "C" attached) pointing out the project located north of Wilson and between Sunset and Sunrise. He went over the zoning designation stating that the entire property is zoned for low density residential which allows for 0 to 5 units per acre and on the western portion of the site there is an overlay zone of RL-10,000 and there application is to remove that overlay zone for that portion of the property. There are two tract maps that were approved on this site before they were involved and that is recorded Tract 30642 and Tentative Tract 32429 an approved tentative map approved by the City but was never recorded but is still active. The two maps total 97 numbered lots and several lettered lots. They prepared a Geologic Fault Investigation which he explained and stated that Gary Wallace the geotechnical engineer participated in the investigation and wrote the report and found that there was no evidence of any active fault but the conclusion was that the fault trace should most likely, in his professional opinion, be located at the base of the hill. Therefore, he established by the law under the Alquist-Priolo Act this set back line shown in red on the map. What that did was to put in jeopardy all of the lots shown here that are on the approved maps which he pointed out. Therefore they embarked upon an effort to remap the site and try to achieve the same number of lots they had previously complying with the setback zone and that is the map that is before the Council in their application. It is 34.6 acres, 98 lots, 2.8 dwelling units per acre, minimum 7,000 foot lot complying with the underlying zoning regulations and all regulations within that zone. They are not asking for any variances or deviations from the City's standards. As a point of reference the subdivision immediately east known as Snow Creek has the same zone and was subdivided and built-out a few years ago and it is an example of housing product within that density range and he went over the exhibit of the lot sizes in the Snow Creek community and the proposal before Council this evening. There was question about park and recreation facilities in this proposal and as mentioned earlier this is a proposal to remap a site that was approved previously and it is a conventional, single-family subdivision. He said in the Pass there are dozens and dozens of subdivisions all of which depend upon the City's General Plan to provide parks and recreation services. There is not a public park built in every subdivision in the community. In their case Sylvan Park is located about .1 mile south of this site and would per the General Plan and the Parks Master Plan provide those recreational services for this community as it does for Snow Creek and the other neighborhoods around it. He clarified that they are not proposing any housing product for this project. This is a proposal for a subdivision or tract map to override the previous two tract maps one of which is recorded and one of which is an approved tentative tract map in order to solve the problem identified through the Alquist-Priolo zone. They have done that and have worked closely with staff for some time and have reviewed all the conditions of approval and are in agreement with all 99 of them.

Councilmember Peterson said we are here tonight basically to take this into consideration in hopes for you that we change the zoning from 10,000 square foot to 7,000 square foot per lot and to what advantage to the city would that do.

Mr. Pitassi said that there are two approved projects on that site currently and those projects equal currently 97 lots and they are proposing 98 lots. As Brian Guillot mentioned in his presentation there is a need for housing in the Pass and certainly in the city of Banning and they think there is an opportunity to develop this property properly and certainly to the benefit of the city locally, as well as, regionally.

Councilmember Peterson said that he concurs with a part of what he just said in that there is a need for housing but is there a need for this type of housing in reducing it down to 7,000 square feet. In our city if you were to come into our city and you had about a \$200,000 dollar a year income and you were looking for a home in an upper-class neighborhood, where would you go.

Mr. Pitassi said he is hoping that someday that you will go to Rancho San Gorgonio. He said that Banning has some challenges with its housing stock.

Councilmember Peterson said that there is some challenges with its housing stock and to continue to build homes on 7,000 square foot lots continues to bring on that low count. We approved our Housing Element last year for the first time in 20 years and in that Housing Element was this project and it was approved by the State of California with 10,000 square foot lots and the Council also approved in that plan where we were going to build our high density. Those maps for those high-density housing did not include this project but for us now to reduce the amount of square footage on those lots that is allowing planning to change and remove some of that high density now or move it or shift it into your area because it is going to happen. Councilmember Peterson said that he is not really in agreement with the assessment that it is 2.8 per acre because you have a 34 acre development but you are only building on 16 acres because you are giving some of that land back and you have setbacks so you are not building on all 34 acres.

Mr. Pitassi said that it is the same gross acreage that are in the two approved maps that they have today and it hasn't changed.

There was dialogue back and forth between Councilmember Peterson and Mr. Pitassi in regards to the density and the overlay of the site.

Councilmember Peterson asked Acting Director Guillot for a list of the owners that received the notice that was mailed within 300 feet of the project. He would like to see the list of the names of people where the notice was mailed.

There was further dialogue between Councilmember Peterson, Acting Director Guillot and Mr. Pitassi regarding the Mitigated Negative Declaration, typographical errors in the document, the square footage of the lots and the approximate value of those lot sizes.

Councilmember Peterson asked when it was that this land was approved for 55 homes originally. Mr. Pitassi said that Map 32429 had 44 lots.

Councilmember Peterson said that 44 lots was the original intent of whomever was sitting on the Council at that time to bring out 10,000 square foot lots and they obviously had a reason

whoever was on the Council at that time to make 10,000 square foot lots. What he sees happening in Banning is that when we were going through the housing element and the consultant was telling the Council that we needed more low-cost housing in Banning and the State had determined at that time that low-cost housing was \$300,000 and that would pretty much buy any home in Banning so if that was the case then the State is saying that all Banning is low-cost because you could buy any of them. His point is that he doesn't see any need for us to give the State more high-density housing than what we have already given. The State has already mandated to us you need to give us this much high density housing and we did it and we have it on the maps. He said that he had Brian Guillot provided him with all the different areas of where we have high density housing and there are 10 different areas in town. For us to voluntarily give up 10,000 square foot lots that you could build a bigger nicer home on or if nothing else still provide the potential buyer that rural setting that they are moving out of the LA area or out of the suburbs into a rural environment he thinks defeats its purpose. Somewhere along the line this City needs to draw a line in the sand and say that we are not an impoverished city that we need to draw the line and say that we can have some high-cost housing and we don't always need to be settling for less. He understands that Mr. Pitassi as a developer looks at the bottom line and it is nothing personal and he understands what motivates him but that does nothing for our residents. Councilmember Peterson said maybe not in his lifetime but maybe this little community can be a Norco, maybe it could be some little suburb out here in the Pass Area that can have horse property or it could have something else but by us intentionally taking away that size of a lot for the benefit of the developer and not for the benefit of the city or the people, he thinks is a dereliction of duty.

Mr. Pitassi said the difference between a 7,000 foot and 10,000 foot lot is not dramatic when it comes to home value. This project when homes are ultimately proposed for it will be market rate single-family homes. They hope that the market will continue to rise in Banning as new projects are given the opportunity to come on line and newer housing stock is built. In his observations within the community for the last four or five years there are a significant number of very large lots in Banning south and north. Many of those lots he would say by far a majority of them do not have very large estate quality type homes on them and that is not a criticism; it is a fact. Large lots some for equestrian use and some not but larger lots nevertheless, smaller more modest housing. It doesn't necessarily equate to larger lot equals higher value. They have done hundreds of projects over the years and they have done projects on a variety of lot sizes and the size of the home is really driven by the market demand. Banning has not had new housing stock for the last number of years since the recession and he thinks the number was about six building permits in the large four to five years. The housing stock will give the buyer choices and with new housing opportunities they will have choices and will have high-quality single-family homes to choose from whether it is on a 7,000 or 10,000 square foot lot. He would ask Brian to look at the zoning regulations for the RL-10,000 overlay and he doesn't believe that equestrian or animals are allowed on a lot that size.

Councilmember Peterson asked Acting Director Guillot if you could put a horse on a quarter acre. Acting Director Guillot said not in the LDR Zone.

Mr. Pitassi said so the underlying zone does not change; it is the same as in the Snow Creek community to the east. So there is a purpose to the zoning level and again, they are not sure

what the reasoning of the overlay was at some point in the past. He certainly respects Councilmember Peterson's opinion and their opinion. This is a proposal to fix a problem that this property has and they have identified and they want to try to solve it and think they have made a reasonable proposal to do so.

There was some further dialogue between Councilmember Peterson and Mr. Pitassi in regards to the footprint for the homes.

Councilmember Franklin said for clarification she believes that we are not talking about high-density and still only talking about low density residential. Mr. Pitassi said that was correct.

Councilmember Franklin said that she had some questions in regards lots A, B and C. For lots B and C which are for water retention she believes that when she was reading it that there was something about concrete borders around it and she would be interested in how could we handle that being attractive and possible usable when it was not raining for kids to play ball or making it so it is visibly attractive to the neighborhood.

Mr. Pitassi said that those areas are designed under current water quality management procedure guidelines. They are fully landscaped and soft bottom. The type of landscape material and treatment of the bottom that is required under the water quality management standards does not really allow any kind of recreational activity.

Councilmember Franklin said in regards to lot A which is near the fault area can you still do things like a dog park or walking trails that makes it usable for the community that would almost be like a park.

Mr. Pitassi said it could be. The AP zone does not restrict use, it only restricts habitable structures. The grade is very severe along that edge so being able to grade it to a condition that would be considered usable could be a real challenge.

Councilmember Franklin asked how soon are you planning to have houses built here and over how long a period of time.

Mr. Pitassi said that they do not have any projections of when it may start construction. Theoretically it could start sometime in late 2016 or late 2017 if they went directly into final engineering. They have not decided what direction they are going to go yet. Their first challenge is to try to get the map approved and get the entitlements in place but in terms of how long would it take to grade and do infrastructure on a site like this probably in the order of about 6 months and then house construction would be built in phases. So with a project of this size you are probably looking somewhere around 9 to 10 phases and would be built out over time as the market absorption occurred.

Councilmember Franklin said that she knows that he is doing his due diligence in the market for who would be the potential buyers and is he finding that there is a market out there for people wanting larger lots or is it more of the smaller lots for younger families; what are you finding in your market study.

Mr. Pitassi said that they are finding that the larger lots are not as popular and are decreasing in popularity and he went over the reasons for this.

Councilmember Miller asked Acting Director Guillot what the original reason was that the City Council in the past put the overlay of 10,000 square feet on this property.

Acting Director Guillot said he didn't know the answer to that question because he wasn't working here and it was the time during the GPAC when the General Plan was being examined and the zoning code was amended. It may be possible to search through the minutes as to the reason why.

Councilmember Moyer said that this overlay had nothing to do with the Housing Element and it was done before it was ever approved.

Acting Director Guillot said that the 10,000 foot lot restriction in the Low Density Residential has been on the zoning map since he has been working here which has been probably about ten years.

Councilmember Moyer said if we remove the overlay then that might free up some other low density areas in the city that we declared because he understood that when the housing element got approved that there were ways that we could move elements around and is that correct.

Acting Director Guillot said that there are principals under housing element law. We have a set number of units that we need to provide in the Regional Housing Needs Assessment. Each year our regional divides up the housing needs based on the State numbers. We got a number and met that through the City's General Plan the way it is now and our Housing Element was certified for the first time in many years as it was mentioned. You can do some adjustments to that but there is another law under Housing Element Law that says you can't have a net loss. So if you have a certain density and you want to move it from point A to point B, you still have to have the same number of units available in your housing.

Councilmember Moyer said what he is suggesting is that if we remove the 10,000 square foot lots on the overlay but we are picking up more low density housing then we have areas that are designated for low density housing he thinks that we can either keep that still low density or maybe change it.

Acting Director Guillot said that is always a possibility.

Councilmember Moyer said all we are doing tonight as he understands it is approving a tentative map and removing the 10,000 square foot minimum lots on that overlay to accommodate that tentative map. We are not actually approving the tract and just approving the tentative tract map and anything else would have to come back to the Council for further approval.

Acting Director Guillot said the approval of a tentative map is a major step in the development process so by approving the tentative map you are approving the project. However, the process

is that you will have more opportunities for hearings on this and he went over the steps that are outlined in the staff report.

Councilmember Peterson said if you approve the tentative map you have lifted the overlay and approved 7,000 square foot lots.

Councilmember Moyer said he understands but he also understands that in the options here we really have to have, if we deny it, denial of a tentative map requires findings to support the denial; we have to have a real reason to deny it.

City Attorney Taylor said that was correct. Basically you look at substantial evidence in the record and that is what the Council can use to base its decision either way. Part of that is the next step tonight which is the public hearing process and just considering all the information before the Council.

Mayor Welch opened the public hearing on this item for comments from the public.

Inge Schuler, resident addressed the Council stating that in the Mitigated Negative Declaration, Section 2.4, Project Description D, it refers to the recreation facilities and the common management areas. To her recreational facilities if they are included in the project, they should be provided for she hopes the Council will insist on this. She said that Mr. Pitassi has referred to that before and said that it is not required. He is offering to put it in there so let's keep him to that. Also somewhere he said it isn't needed because the yards are between 15,000 and 19,000 square feet; how can you fit those into 7,000 square feet. In Section 3.1 (a) it says that the building height is not to exceed 35 feet and that leaves the door wide open to something that is definitely more than a single family home unless you want to go up three stories. All these little details as she said to the Council at their last City Council meeting, you need to scrutinize these documents for details. You need to solve these problems before they are incorporated in a project and then you hear that was part of the agreement. Let's see if we can eliminate those things or make sure there is a playground for the kids.

Linda Pippenger, realtor and resident of Banning said a 90x70 foot lot is 6,300 square feet and not 7,000. She knows that something has been done with the setbacks but there is 43,000 plus square feet in an acre so 6,300 going into 43,000 does not work out to 2.8 per acre; they are all squished together. There is a tremendous shortage in this area of 2200 to 2500 square feet houses; there are vertically none. There are a few in the old Mountain Air Estates tract but very few homes in that square footage and with three-car garages. There is actually a shortage of those homes here. If he was to build something like that on those 10,000 square foot lots, she thinks that he could make up the loss for the lost lots.

Don Smith addressed the Council stating that his recollection was that in the early 1990's in that general area between the Mountain Air Estates and where they built the development that was built right next to this development there were several developers coming to town proposing projects; most of them never got built. And the people in that area, mainly from Mountain Air Estates and Mountain Air Ranchos, went to the Council and made the argument that they wanted the types of houses built that was like their houses and they thought 10,000 square foot lots

would be more likely to accomplish that. The Council at that time agreed and when the 1991 or 1992 General Plan was adopted that is where all this 10,000 square foot overlay in that area came from and was not actually the GPAC. A tentative tract map once approved has with it a list of conditions that must be met. If those conditions are met as a matter of right, the developer is entitled to the permanent map. So unless he decides to change it this vote sets what is likely to occur unless something comes to change it. He said that he owns property on Montgomery Creek so obviously the detention basins being properly designed so that the flow from this project doesn't increase the flow down Montgomery Creek is important so he is glad to see that they have two of them. He said he just talked to Acting Director Guillot about why in this development the City is taking over responsibility of the maintenance rather than a homeowners association and he didn't think it was feasible for 99 houses to be able to afford to do it. But the big lot behind it, right now the owner of the property is required to do the weed abatement and the fire prevention and if that lot is deeded to the City, the City is not taking on the responsibility to keep that clear because now it is people's backyards so he is wondering whether that should be the City's responsibility of say 5 acres of weed abatement rather than having the homeowners responsible for that.

Rick Pippenger addressed the Council stating that as far as noticing being sent out when something is happening the City is doing a terrific job on that. There have been several things over the past two years that they had property that was close to what was going on and they never got a notice and they never got a notice on what was going on with this property on Wilson and something should change.

David Ellis addressed the Council stating that tonight you are also approving a Mitigated Negative Declaration in lieu of an environmental impact report. He said a couple of things were called to their attention and one is that there is a 36" high pressure gas line running through this project and is approximately 4 feet deep so that is 7 foot down and he wanted someone to explain to him how the logistics of how they are going to put utilities in through the roads that this line is going through. Also in the event that this line is going through an earthquake fault which it certainly looks like, where is the closest shutoff valve located. If there is a rupture and a fire, has anybody ever looked into that? There is great concern with children crossing Wilson. We have had in the past few years a couple of deaths on Wilson; it is a fast traveled street. There was suggestions of a crosswalk with orange lights to notify people that people were coming across to go down to the park and would like some type of recreational area in that project. The map shows about six dwelling units per acre. He was told when he was talking to individuals about this that the market rate homes are \$400,000. He never heard anybody say that they cannot buy this house because the lot is too big. The catch basins are designed to catch the oil that is going to run off into the streets off the cars and that is why we can't use it for children to play on. Nobody has mentioned that this eastern portion is in a fire zone and a flood zone as well which is going to have implications for people buying homes and getting flood and fire insurance.

Jerry Westholder said his concerns is that we are changing the lots from 10,000 to 7,000 and if we do this now for this developer we are setting a precedent which means that every developer can come back and ask for a change. We don't have a legal obligation to do this whatsoever. We already have the General Plan and it is on record. From what he understands the only one that benefits from this is the developer and not that he is against the developer making money or

trying to do business but the reality of it is we do need the bigger homes. He said that he is fortunate enough to live down in Mountain Air Estates and when he moved here it took him three months to find that house. Now people want to come to Banning and we need to provide them with a nice rural community and become part of it. He doesn't understand how this improves our city. He doesn't see anything positive coming from this if we decrease the size of the lots.

Frank Burgess said in regards to the 10,000 square foot lots he has been here for 65 years and in 1976 he proposed and pushed trying to get 10,000 square foot lots at that time. Then we had 6,000 square foot lots. What happened was at that the Planning Commission went to 7,000 square feet. He said that he has always been mad at himself for not coming back and raising it to 8,000, 9,000 or 10,000. We are a city living out here in the beautiful sunlight of the valley and we want growth but we want it the way the citizens and the city wants it and not with the developer and yes, the developer has to make money. He said that he has seen every development in this city in the 65 years that he has lived here except for one and that is Sun Lakes, successful. All of the rest of them have gone under before there was ever a project. This tentative map shown to the right was a good example of that and the housing before that just east of that put in 25 houses and they went under. They were priced at \$165,000 for those homes. They came back on the market later in that area to finish out the lot at \$90,000; can you image what that did to the \$165,000 dollar homes. Looking for the future of Banning we may not be here but you are making a decision for the future for the city of Banning and think about that and not what the developer wants. If you want smaller lots, go to Sun Lakes or live in a mobile home but let's give the citizens a place for their children to play and not in the streets. Let's straighten Banning out. We are the dumping ground for the low-income housing; no disrespect. We have an obligation to take care of the poor people in this city but we do not have the obligation of Los Angeles, Riverside, Anaheim, and Palm Springs. Just think the value of the Sun Lakes homes will go up in value if you put in decent size lots and homes here. He asked the Council to stick to the future of the city of Banning.

David Keeley, resident said with the few building permits that have been issued for single-family residences in the past year he is in favor of a fast-track process for our City to encourage the building of single-family residences. We have a lot of buildable lots across the city and we have really not done a good job in encouraging building in those properties that are called in-fill. The utilities are there along with streets, curbs, gutters, and sidewalks so he has been a proponent of fast-tracking the building process; that hasn't happened. You have a proposal before you that solves serious problems with a couple of pieces of property and he is in favor of what he is hearing tonight. There are a lot of comments being made about real estate values and what people want and what they are going to buy in a house but if you deny this project, you will continue to have 3, 4, 5, 6 permits pulled per year per residences so people can't come to Banning. He is in favor of the project.

David Ellis addressed the Council stating that he just completed an ethics course for a planning commissioner and something that stood out and still stands out to him is that we as public officials need to remember that your first duty is to the public and not ourselves.

Mayor Welch closed the public hearing on this item from further public comments.

Councilmember Peterson said that he would like to know about the park that is mentioned on page 190, Section D. Operational Characteristics and he read what those were. On-site recreational facilities which is in the declaration what is that. Is there supposed to be a recreation facility here?

Acting Director Guillot said as you will see from the Initial Study it is just asking for basic characteristics. It would be on the part of staff, the Planning Commission, and the City Council to put specific characteristics to this development. That is a general statement. The on-site recreational facilities could include those included in the single-family dwellings, Lot A could be used as a recreational facility even though it is not improved; it is open space. That characterizes things in general.

Councilmember Peterson said that in regards to the Mitigated Negative Declaration he knows and the public knows that it was a plagiarized document so now the question is, is the plagiarized document a fraudulent document, is it a legal document and with the information in here that pertains, doesn't pertain and his question to the City Attorney is this a factual document that would hold the City liable if we accepted this Mitigated Negative Declaration that was plagiarized and filled with errors.

City Attorney Taylor said ultimately it is the discretion of the City Council whether to accept or not accept the document and much of that does depends on the analysis done by the consultants in the document itself. The CEQA guidelines is what we look at from a legal standpoint and essentially what the CEQA guidelines look at are the big picture issues. They look essentially whether or not the City considered appropriate mitigation measures, whether there is unavoidable impacts to public health and safety, and to the environment. It is a little bit more the big picture and when the court looks at it they look at it more in terms of the environmental lawsuit and also if the City has complied with the big picture issues. If new information is added that is clarification or insignificant modifications, those are allowed and the document would not need to be modified. So it is ultimately up to the Council's discretion whether or not the concerns being identified and the concerns being raised at the public hearing rise to a high enough level in the eyes of the City Council whether they are actual public health and safety measures that are not adequately addressed in the environmental document itself.

Councilmember Peterson said that was a lot of legal jargon that doesn't leave him better off than when he asked the question. For instance, on page 190 we are utilizing data from the City's 2003 population; we are in 2016. The entire declaration is filled with old data, with mistakes, with typos and it makes one question the validity of anything that is in there. If we are going to plagiarize a document and he understand that you don't want to reinvent the wheel and that is okay, but you cannot submit a document and expect the Council to approve a document that is not correct and filled with misconceptions, false information, and old information. He is to the point where he doesn't accept this declaration and is there a legal obligation for us to do it and if we do, what is our liability if it is every challenged.

City Attorney Taylor said in response to the first question, ultimately each of the Councilmembers can make their own assessment based on the record and what a court would

look at if there is substantial evidence based on the record for that finding. If your review and analysis of this is that the document is inadequate, that is certainly a decision that you can make in this matter and that is your decision.

Councilmember Peterson said then he would think one would have to ask themselves was this specific document designed for this specific project and if a Councilmember can say that they believe this document was prepared specifically for this project, then he would guess the answer is okay but it is obvious that this document was not prepared for this specific project. In regards to the 10,000 square foot lots he sees absolutely no purpose to reduce the size of the lot. Where his colleague said but if we could reduce the size of the lot we could trade that with another high density lot so there is one outside of Sun Lakes so maybe his colleague would want to trade the one that is in Sun Lakes for this one and get that one away from there. That was really an absurd statement and why would we reduce the size from a 10,000 square foot lot to a 7,000 square foot lot and then try to swap it out with some other high density property; it makes no sense. If Mr. Pitassi would have just taken his project and gone out there and said he bought this property and it is zoned for 10,000 square foot lots and I am going to build my project and go on my way. But instead he wants to change it from 10,000 to 7,000 and that is why we are here. He sees no purpose, he listens to the people, he listens to a long-time resident like Don Smith, he listens to the realtors who say we need larger lots and larger homes, we have small lots all over town and somewhere along the line all of us need to say we want to make Banning a better place. You are not going to make Banning a better place by keeping the status quo. We are not some hub out here in the desert where the County can throw all of their junk and their government offices at us and got to have it crammed to us in our downtown area and nor do we have to accept these high density, low cost density in our neighborhoods; enough is enough.

Councilmember Franklin said in regards to this this is not high density, this is specifically still low density.

Acting Director Guillot said it is 0 to 5 dwelling units per acre and the zoning map designates it as low density residential.

Councilmember Franklin said as an owner of a property that is 7,000 square feet which is a little under a third of an acre they have over 20 fruit trees, she has a front yard, a side yard, a backyard and a patio and an over 2,000 square foot house so 7,000 square feet is not real small to her but more than that she thinks in terms of how our demographics are changing and how we are looking for younger owners to come out. And having gone to several demographic meetings through SCAG (Southern California Association of Governments) what she is hearing is that younger property owners do not want huge lots. They are more interested in high quality homes that are on smaller lots, close to things for them to do, and they really want high efficiency homes that will not cost them a lot to maintain. When she looks at the size of the lots she sees this as a range of homes. She said that Inge Schuler made a comment that the developer was willing to put in recreational facilities and wanted clarification on that.

Mr. Pitassi said he did not offer that. There were questions raised about recreational components and where people would play and so forth and he responded to that. As he said before this is a conventional single-family subdivision.

Councilmember Franklin said for Lot A he mentioned that it was on a slope and how much of it would be fairly flat for recreational use.

Mr. Pitassi said that he couldn't say how much right now but there are portions of it north of Rim Street that is fairly level behind that then is slopes up fairly rapidly but it is something they could study.

Councilmember Miller said he kind of finds it remarkable that he and Frank Burgess, the oldest members in Banning, are the only ones who say let's not look at this for today; let's look at the future of Banning. If you take a look at the past of Banning it really is a beautiful area that was recognized for years as indeed a fantastic area. Even though Cherry Valley may not be directly in Banning the Cherry Valley Resort was a famous resort and Cabazon was the TB center for rehabilitation. This whole area has a tremendous history and that history is really a history of ranches and the people who live in Banning believe that this should be a ranching type of area or a railroad type of area. He said that 7,000 square foot houses is perfectly acceptable for LA, Riverside and it could be acceptable for this area and there is no reason for a developer to come in and say why not put 7,000 square foot houses in. The reason is that this is not what this city needs for the future. If we look at it today and say we must build today, we need the money today, then yes anything that comes along is what we should have. But if we say let's look at the future and look at what Banning can be instead of what Banning is. What Banning can be is a beautiful semi-rural area. LA is getting bigger and more crowded and Riverside is following the same way; that is a city. We do not want Banning to be a city. We want Banning to be a semi-rural area. That is the original idea why the Council made the 10,000 square foot overlay because there were houses like that in that area and they said let's continue that and let's recognize that Banning not only needs low cost housing but it also needs housing in order to get fairly influential, affluent people to come here. Councilmember Franklin when she voted for the Vanir project said we hope we are going to get law offices in and are going to get people with high incomes and maybe they can live in Banning. Well if they are going to live in Banning, we have got to have houses that will attract high income people. If we take a look at Banning, it has a future as a high-end area where people can enjoy living in a semi-rural area. We can maintain that by recognizing that the previous Council said there is a reason for the 10,000 square foot overlay and that is to maintain this as a semi-rural area. If this Council says, that is done and we recognize that it is impossible to have Banning as being an area that is semi-rural we will just build it as any other city then we can approve this project and he has a feeling that is what is going to happen. That the future of Banning is going to be ignored and we are just going to be another city just like every other city. He said that is not why he moved to Banning. He said he is not a native of Banning and why do New Yorker's come here, it is because Banning is beautiful and located between these beautiful mountain ranges on either side, it has the beautiful Banning breeze, it is not too hot in the summer or too cold in the winter, it is not wet like the area near the ocean. There is so much that Banning can be if we are willing to say we do not need this today. The City Manager and told him and everyone that the budget is balanced, we are perfectly fine, things can go on the way they are and if we say we are going to wait until we can get what we need and what we want, then this city can be what everybody hopes it can be; a nice, beautiful, semi-rural area where people can be proud to live here. He doesn't want Banning to

be that town between Beaumont and Palm Springs. He wants Banning to be a proud city which is distinct.

Councilmember Moyer said in asking a question for clarification does not necessarily mean that he was advocating anything; he just wanted an answer on a clarification. He directed a question to Acting Director Guillot saying that there has been an implication that this entire document or much of it was plagiarized and the facts are not necessarily true and that it really was not meant for this project and so forth so he has one question, in your professional opinion are the presentations in this document true and factual.

Acting Director Guillot said yes, and the preparer of this document is here, Ruben Arceo, contract planner. They did look through the document and there were some errors and they were corrected and those errors are shown corrected in the document.

Councilmember Moyer directed his comments to Mr. Pitassi and said the question of children having to cross Wilson Street is the one safety issue that he is really concerned about. He said he heard that there was some discussion about lit up crosswalks and things like that. Is there a reason why there was nothing put in the package to address that issue.

Mr. Pitassi said that issues such as that which are effectively public safety improvement or conditions of approval that would be identified by staff during the review process and none of those were. As you know crossing mid-block is never a safe proposition. So crossing at a controlled intersection is the safest method to do that. Controlled intersections would be Sunset and Wilson which is a four-way stop. So would the staff want to require a blind crosswalk if one doesn't exist now but that would be an issue for public safety, for the city engineer and city planner to determine.

Councilmember Moyer said that is his major concern and what can the City do to mitigate that.

Acting Director Vela said that Mr. Pitassi is actually correct that mid-block crosswalks are just unsafe and a liability to the City. Any crosswalk at a uncontrolled intersection is not safe. So that lends itself to the idea of can we put a controlled intersection say at Sunrise and Wilson. Yes, it could but for the amount of traffic on Wilson a four-way stop would not work. The other option would be to put a traffic signal in at that intersection. This project for the amount of trips that it is creating does warrant a traffic signal. It may in the future possibly once development happens and we get more average daily trips.

Councilmember Miller said that Mr. Pitassi said that this project will have 10 phases. Typically a phase is a one-year project so when we talk about these 98 houses we are not talking about something that is going to appear tomorrow; it is going to be a 10-year project and in 10-years things are going to be so much different here. Before we say we need this project now let's recognize that in 10 years we are going to see many changes and he believes that we should wait and see what we really will need.

Mr. Pitassi said to clarify there is no time period for a phase. A phase is a number of homes that would be released to the buying customer and those phases in today's market would be

somewhere around 9 to 10 units per phase is generally what they see in the market today. If there is a high demand, there could be multiple phases released in one year,

Mayor Welch said the phase building is decided by the market need. This was true back in the 80's when they started building Sun Lakes. There were three phases built in one year over in the area where he lives and that involved 12 houses per phase so it was a market demand thing. One of the things that he has been concerned about is also the traffic on Wilson and Sunset. He recommended that we take a look at the speed limit on Wilson Street especially west of 8<sup>th</sup> Street and Coombs School going west and he has the same concern with West Ramsey also.

Councilmember Peterson directed his comment to Acting Director Guillot saying that Councilmember Moyer had said to you is everything true and correct in this document and he was a little bit taken back in all honest by his answer. In going back to page 226, when it talks about, "This site is highly disturbed by activities involving the removal of citrus groves and there is presently a dilapidated metal building on the property." If this document were to go to court and you were to testify would you swear under oath that this document is true and correct.

Acting Director Guillot said that there are some errors in the document as stated. The question was whether he trusts this document and he does because what we are trying to disclose to the public and identify are environmental conditions that need mitigation measures.

Councilmember Peterson said the point is if that you are providing us a document that is loaded with errors how are we, the governing body, supposed to make a decent decision based upon fictional things that are in it. This orange grove is fictional, the Habitat for Humanity was fictional, this whole thing is loaded with fictional things and if you wouldn't swear under oath, in court if we were to be sued then why would we want to approve some plagiarized document that is not specific to this project and was only embedded with the necessary information to make it complete. He doesn't know who the consultant is but it is a poor job and he doesn't know how much we paid for it but high school students plagiarized better than this. This is really sad and shouldn't have been given to the Council.

Acting Director Guillot if the Council would like to reconsider the environmental, he would be glad to do that under the Council's direction.

Councilmember Franklin said in regards to the conditions if we were to approve this tonight does that approve all of the conditions or can we add conditions to it also.

Acting Director Guillot said if the developer would agree to them you could add conditions to the ordinance this evening.

Councilmember Franklin said that the question was brought up earlier that if Lot A was being deeded to the City which would require us to maintain it, if it stayed with the property, then who would be responsible for maintaining Lot A.

Councilmember Peterson said that during the Planning Commission meeting that he watched on television when that same question was brought up you said that it would be put into the Landscape Maintenance District (LMD).

Acting Director Vela said that is the way that the conditions of approval are written that the areas to be maintained would be put into the landscape maintenance district.

Acting Director Vela said to answer Councilmember Franklin's question that if it were put into the LMD Lot A would be maintained as all other areas that are in the LMD. The property would be assessed and the City's contractor would maintain that lot. He doesn't expect that there would be a lot of landscaping on there because as Mr. Pitassi mentioned there is a pretty good sized slope so landscaping will probably be minimal.

Councilmember Franklin asked if there was value to the City owning it.

Acting Director Vela said the alternative would be that we don't own it and it would still have to be maintained by somebody whether it be the City or a homeowners association.

Councilmember Franklin asked that the Mayor brought up the question about traffic on Wilson and she knows that a couple of years ago there was a traffic study done in regards to Wilson because that question came up about the speed limit especially when you are getting close to the school and do you recall what was said about the speed limit on Wilson Street.

Acting Director Vela said that he was not part of that study the previous City Engineer had updated the speed survey for the city and at that point is probably when some of the discussion could have happened and typically when they update the speed survey they do a survey of basically all the traffic and the speed that they are traveling. Typically that survey is done every 5 to 6 years and he thinks that we are coming on that again so that will be before Council.

There was some further Council discussion about having a four-way controlled intersection at Sunrise and Wilson.

Councilmember Franklin asked at what do we change or add conditions.

City Attorney Taylor said that is something that should be address now. So if there was a motion to include additional conditions the recommended first step would be to ask the applicant and if the applicant is agreeable to those conditions whatever they are, then a motion could be made if that was the pleasure of the Council including those conditions in the approval.

Councilmember Moyer said that Mr. Ellis did mention a 36" high pressure gas line and has that been totally addressed.

Acting Director Vela said the original applicant, when Tract 30642 the existing tract map to the east came before the City Council, that developer relocated the gas main because originally it went across both tract maps. So they put the gas main in that street and he showed that on the map. He said that he cannot speak to the depth of it but before they finalize any improvement

plan, the engineer would have to get all the information and that would be coordinated with the gas company as well.

Mayor Welch asked the City Clerk to read the title of Ordinance No. 1495. City Clerk read: "An Ordinance of the City Council of the City of Banning, California, Adopting a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program; Approving Tentative Tract Map No. 15-4501 (TTM 36939) to Subdivide A 34.6 Acre Site to Create 98 Numbered Lots for Single-Family Residential Development and Three (3) lettered Lots; and, Zone Change No. 15-3501 Amending the Zoning Map to Eliminate the RL-10,000 Overlay Affecting the Western Portion of the Site to Low Density Residential (LDR, 0 to 5 Units per Acre)."

**Motion Peterson/Miller to disapprove this resolution based upon the Mitigated Negative Declaration not being correct and no useful purpose to downsize the lots from 10,000 to 7,000 square feet.**

City Attorney Taylor said the one recommendation that he has to Council with that particular motion is that there also be a friendly amendment to that motion to include the fact that we would bring back a formal resolution of denial if that motion passes that can be presented to Council as well.

**Councilmember Peterson/Miller amended is motion to include what the City Attorney just said. Motion failed by a 3/2 vote with Councilmembers Franklin, Moyer and Welch voting no.**

**Motion Franklin/Moyer to waive further reading of Ordinance No. 1495 with some additional conditions.**

City Attorney Taylor said before the vote is taken he would just clarify that with further conditions the Council does need to be specific what the further conditions are.

Councilmember Franklin said the condition with the developer's agreement that Lot A is retained with the property owners and not a part of the City responsibility. She asked if there was any value to the City retaining that.

City Manager said that the cost to maintain that would be fairly minimal. Councilmember Franklin asked if it would be valuable for the City to keep it. City Manager said yes, but it is the Council's call but it is not going to be a huge cost to the City.

**Motion Franklin just to waive further reading of Ordinance No. 1495.**

City Attorney Taylor said he wanted to be clear on the motion and it is his understanding to waive further reading and move to approve the ordinance as well.

Mayor Welch said it was to move to waive further reading of Ordinance No. 1495. Councilmember Franklin said that was correct.

Motion seconded by Councilmember Moyer. Motion carried with Councilmembers Miller and Peterson voting no.

Motion Franklin/Moyer that Ordinance No. 1495 pass its first reading. Motion carried with Councilmembers Miller and Peterson voting no.

#### ITEMS FOR FUTURE AGENDAS

##### New Items –

##### Pending Items – City Council

1. Discussion of vacant properties on Ramsey Street where people are discarding furniture.
2. Housing Element (2016)
3. Strategic Planning Workshop (Goal Setting) - March 29, 2016

*(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.)*

#### ADJOURNMENT

By common consent the meeting adjourned at 7:54 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.

Received 2/9/16  
ma



02/09/2016

Good evening Honorable Mayor and Council Members.

my name is Steven William Douglas; I reside at 4690 Elsie Lee Cr. Banning Ca... I have been blessed to live in Banning for over 45 years.

I represent a group of Citizens called Faith in Action. We are comprised of 22 local Churches and many citizens. We are here this evening to work and walk hand in hand with our City.

Our concern is for the homeless people who live on the streets and in make shift encampments within our City. We are asking this council to allow Faith in Action the emergency temporary use of our community center as a Cold / Wet weather shelter. When it would be used.

- 1) If the temperature drops below 36°.
- 2) If rain is forecast.
- 3) Operational hours would be 9:00pm until 6:30am.

We will be providing a simple meal and a warm dry place to sleep out of the elements.

Our long term goal is to secure our own property where this service and hopefully much more will be offered to our Community.

We have spoken with Chief Diaz and are certain we have his and the departments support.

We are asking that our City and this Council place our request on your next meeting agenda and to vote on it, allowing our temporary use of our Community Center.

Exhibit "A"

*Steve W. Douglas*  
25  
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951-377-4735

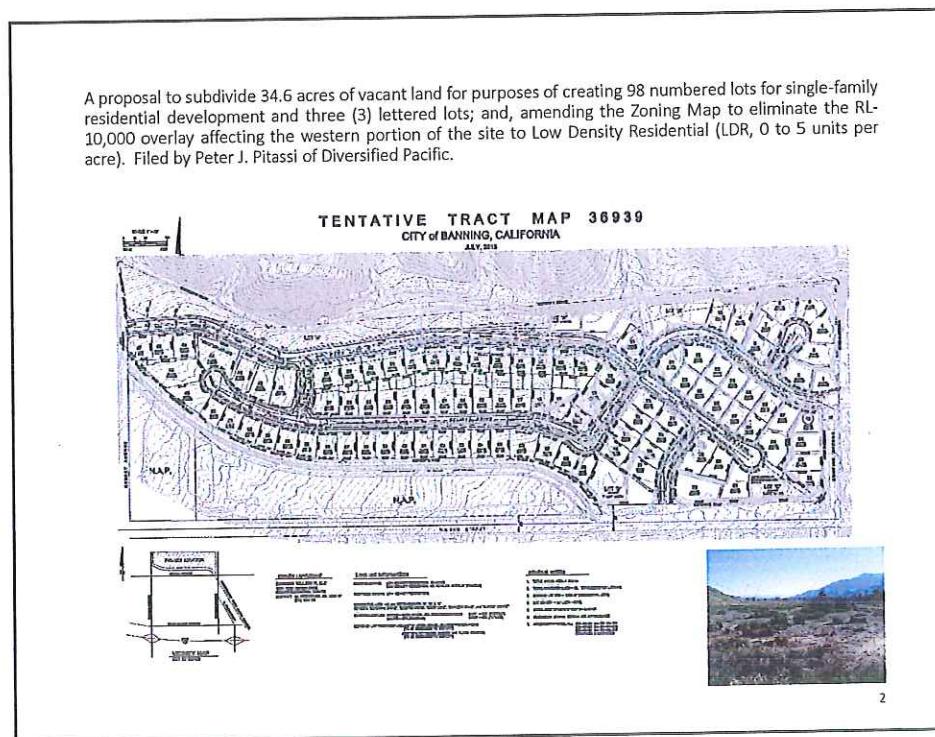
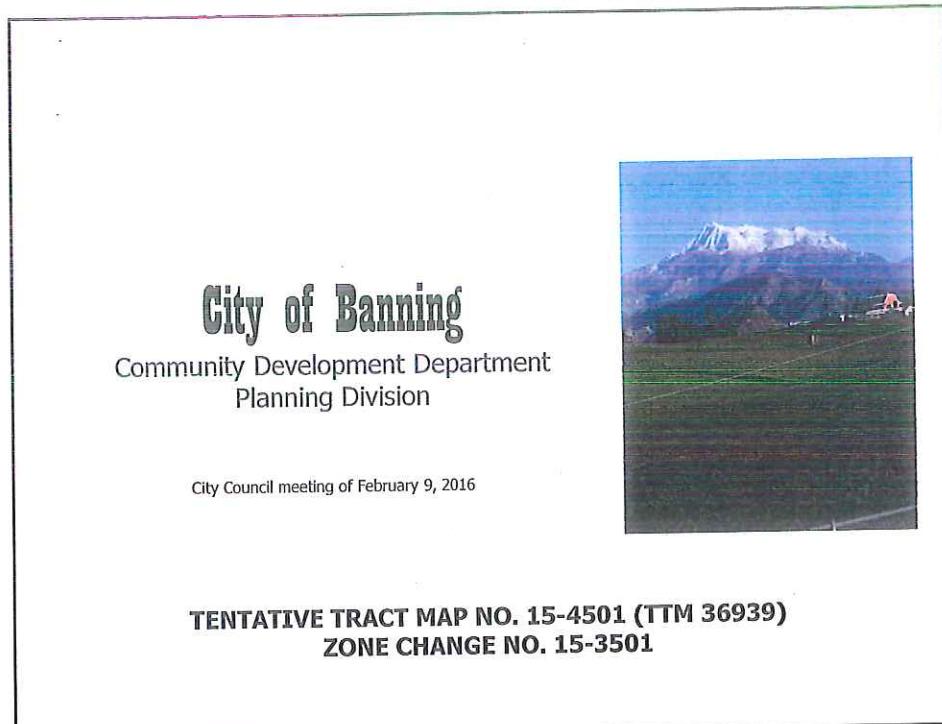


Exhibit "B"  
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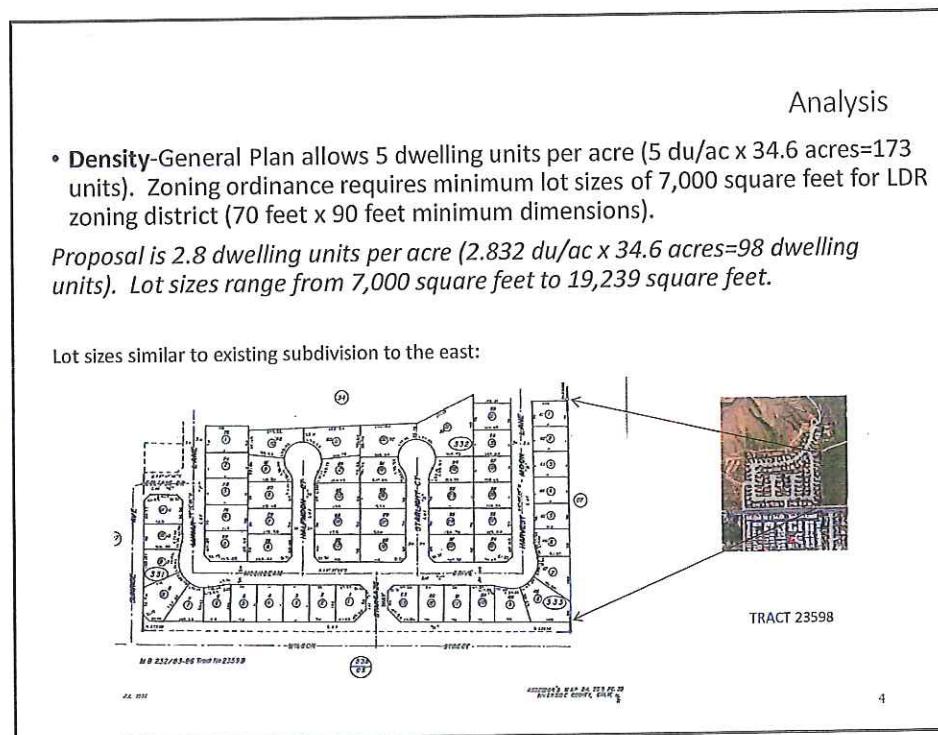
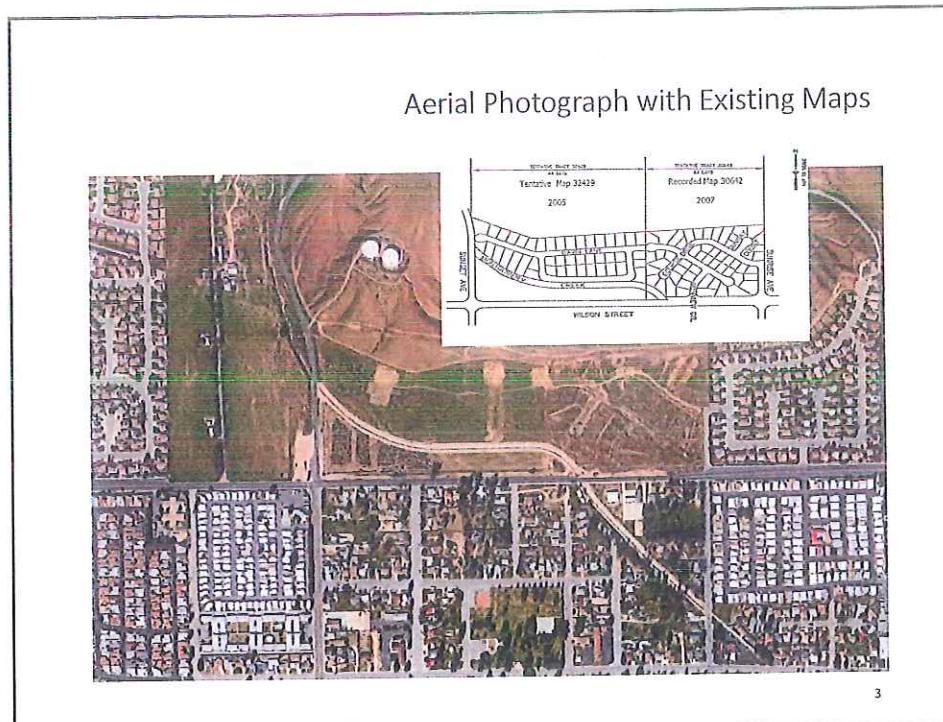
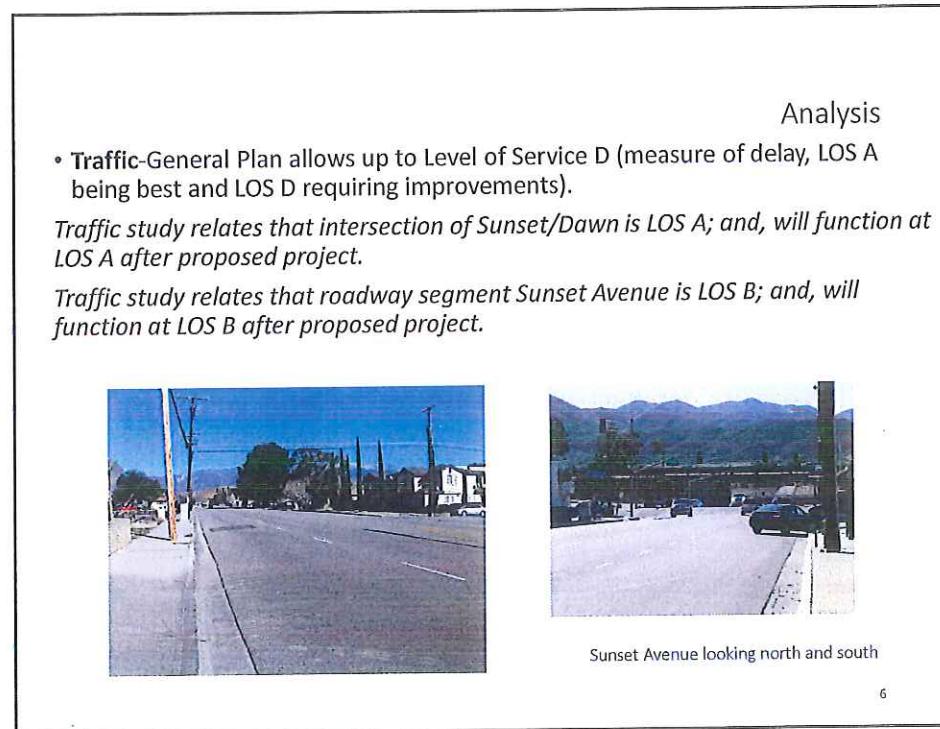
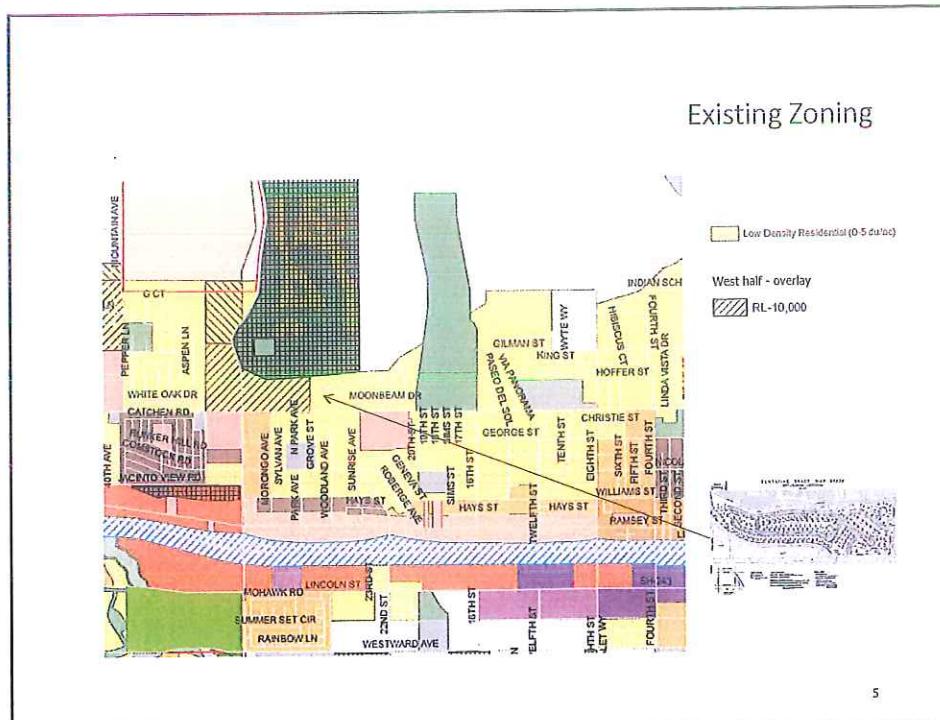


Exhibit "B"

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## Analysis

- Parks-General Plan (Table III-20) recommends 0.5 mile radius of service area for neighborhood parks.

*Sylvan Park is located approximately 1,000 feet to the south of the proposed development and contains picnic areas, playground, basketball courts, and a ballfield.*



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## Environmental

An initial study checklist was prepared in accordance with CEQA:

1. Aesthetics	10. Land Use & Planning
2. Agriculture & Forestry Resources	11. Mineral Resources
3. Air Quality	12. Noise
4. Biological Resources	13. Population & Housing
5. Cultural Resources	14. Public Services
6. Geology & Soils	15. Recreation
7. Greenhouse Gas Emissions	16. Transportation & Traffic
8. Hazards & Hazardous Materials	17. Utilities & Service Systems
9. Hydrology & Water Quality	18. Mandatory Findings of Significance

Initial Study Checklist/  
Mitigated Negative Declaration

## Recommended Mitigation Measures:

Burrowing owl survey	Debris and catch basins
Native plant recovery	Undocumented fill recompacted
Archaeological monitoring and treatment plan	General earthwork and grading
Paleontological monitoring	Fuel modification zone and hazard plan
Fault setback zone with boundaries	

Based upon the results of the initial study, a Mitigated Negative Declaration is recommended to be adopted along with the Mitigation, Monitoring, and Reporting Program.

8

Exhibit "B"  
29  
reg.mtg.-02/09/16

Recommendation

That the City Council:

1. Conduct a public hearing on Tentative Tract Map No. 15-4501 (TTM 36939) and Zone Change No. 15-3501; and
2. Introduce Ordinance No. 1495 (Attachment 1):

**Adopting a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program; approving Tentative Tract Map No. 15-4501 (TTM 36939) a proposal to subdivide 34.6 acres of vacant land for purposes of creating 98 numbered lots for single-family residential development and three (3) lettered lots; and, approving Zone Change No. 15-3501 amending the Zoning Map to eliminate the RL-10,000 Overlay affecting the western portion of the site to Low Density Residential (LDR, 0 to 5 units per acre); APN's 535-430-001 through 021, 535-431-001 through 015, 535-432-001 through 017, 535-070-004 and 006, subject to Conditions of Approval attached hereto and incorporated herein by reference as Exhibit A.**

9

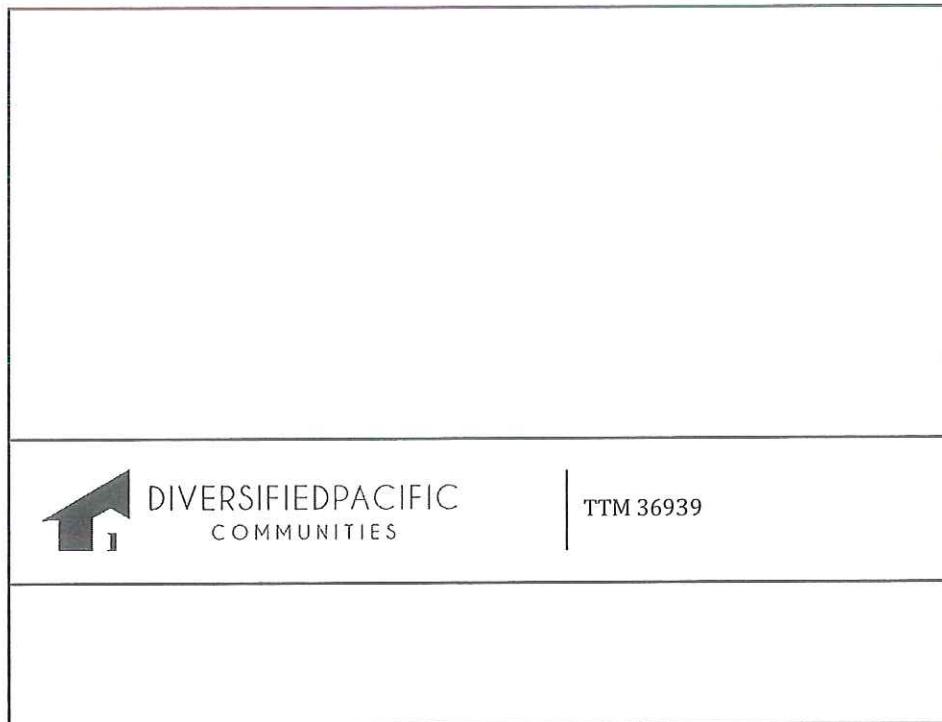
**City of Banning**

Community development department  
Planning Division  
PO Box 998  
99 E. Ramsey Street  
Banning , CA 92220  
(951) 922-3125

Exhibit "B"

30

reg.mtg.-02/09/16



### *Project Location*



Exhibit "C"

31

reg.mtg. - 02/09/16

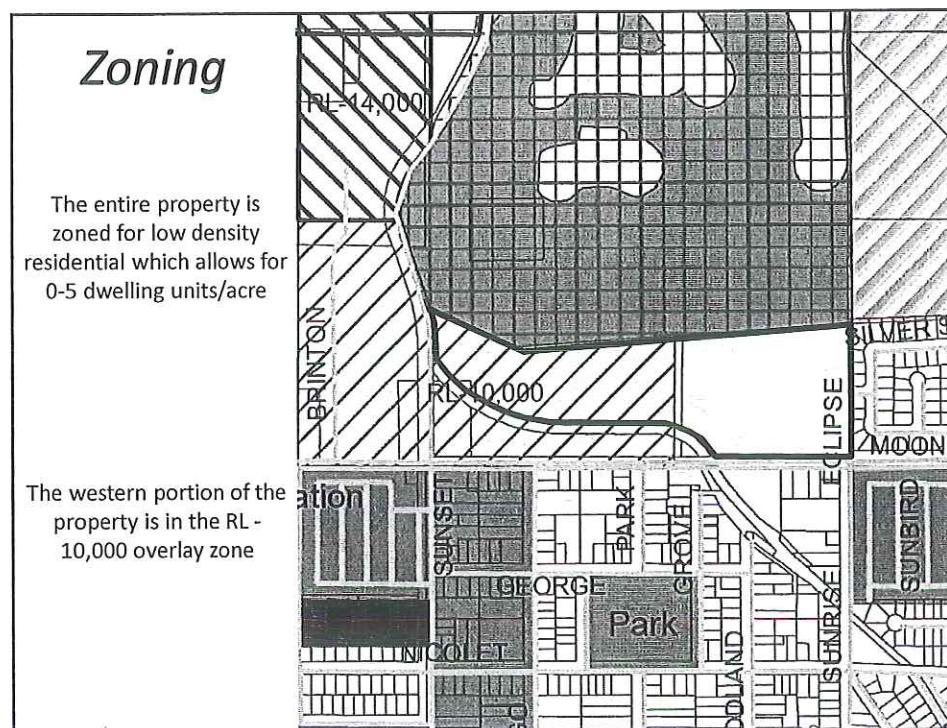
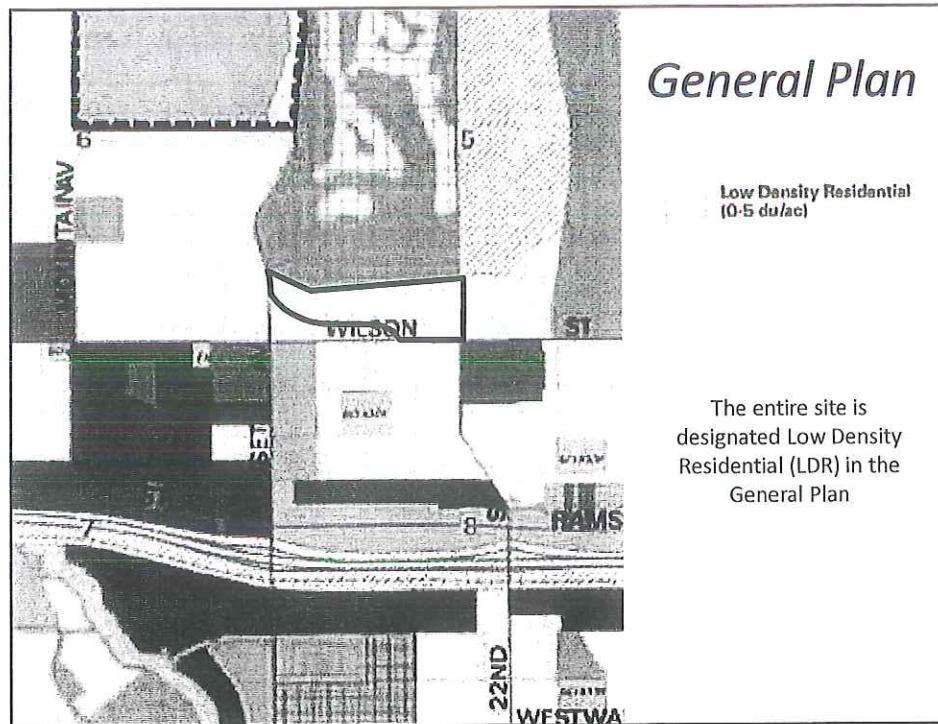
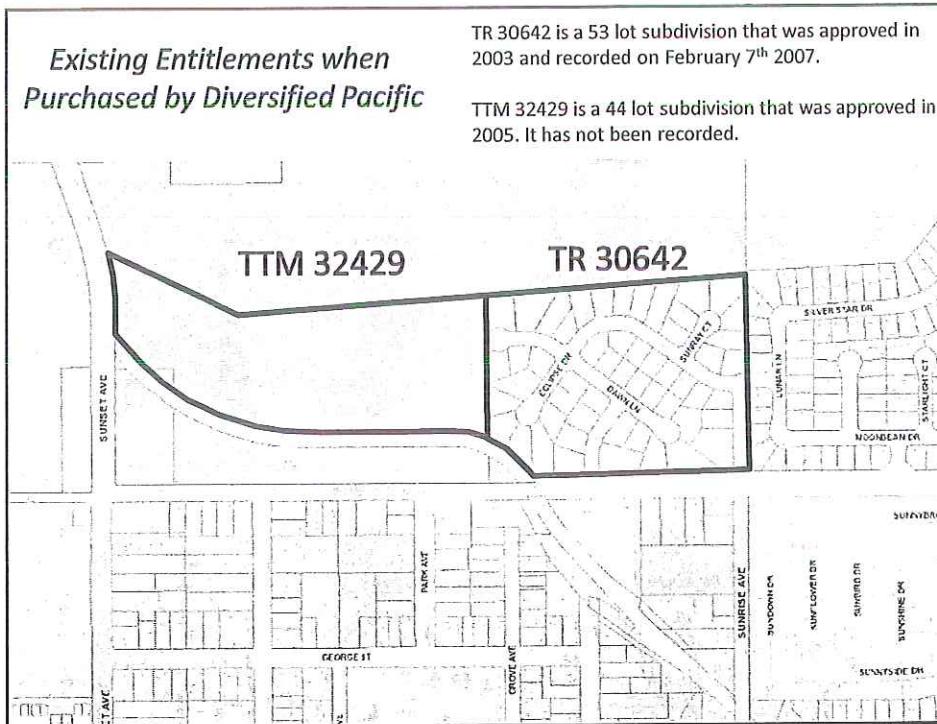


Exhibit "C"

*Existing Entitlements when  
Purchased by Diversified Pacific*

TR 30642 is a 53 lot subdivision that was approved in 2003 and recorded on February 7<sup>th</sup> 2007.

TTM 32429 is a 44 lot subdivision that was approved in 2005. It has not been recorded.



*Existing Maps*

TENTATIVE TRACT 32429  
BEING A PORTION OF THE SOUTHWEST QUARTER  
OF THE SOUTHWEST QUARTER OF SECTION 25  
IN THE TOWN OF MONROVIA, COUNTY OF SAN  
MATEO, STATE OF CALIFORNIA  
TRACT 30642

TTM 32429

TR 30642

Exhibit "C"

33

reg.mtg.-02/09/16

## Geological Investigation

Fault Setback  
Line

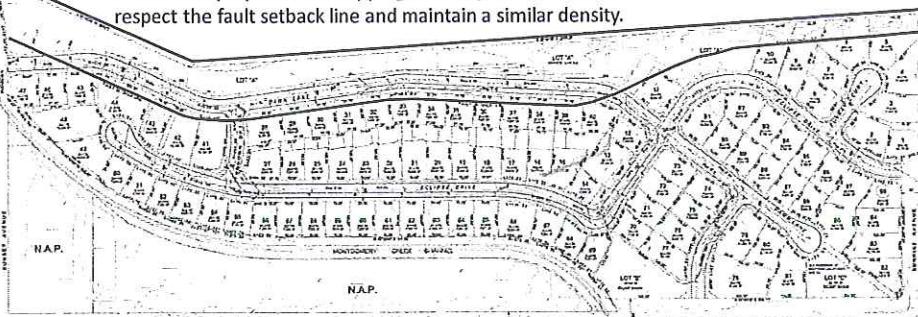
Lots Impacted  
in TR 30642  
and TTM 32429

After we purchased the property we commissioned RMA group to prepare a Geologic Fault Investigation. This occurred in April 2014. The result of that investigation produced the recommended fault setback line shown below.



## Tentative Tract Map 36939

TTM 36939 proposes a remapping of both previous tracts to respect the fault setback line and maintain a similar density.



- Total Gross Area: 34.6 Acres
- Total Number of Lots: 98 Lots
- Lot Density: 2.8 du/acre
- Minimum Lot Size: 7000sf

Proposed Ordinance 1495 will remove the RL-10,000 overlay from the western portion of the site. The proposal is consistent with the underlying Zoning and the General Plan land use designation.

### Exhibit "C"

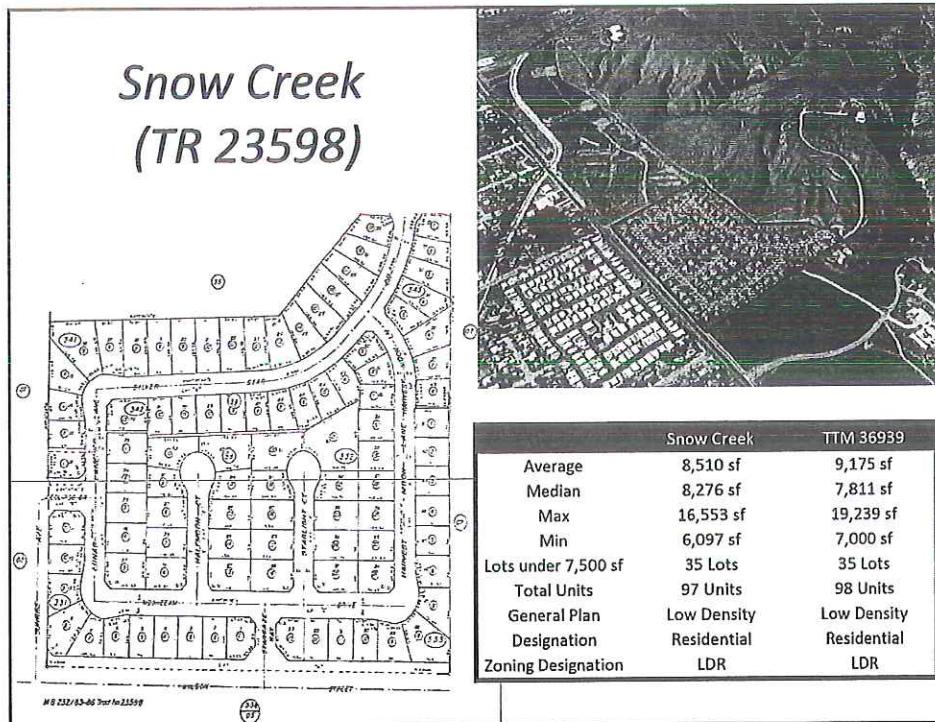


Exhibit "C"

## Banning General Plan - 2006

### Playgrounds

Size	Quantity	Radius Served	Closest Park
2 to 4 Acres	1.5 Acres per 1000 population	0.5 miles	Sylvan Park located 0.2 miles away

### Neighborhood Parks

Size	Quantity	Radius Served	Closest Park
5 to 10 Acres	2.5 Acres per 1000 population	0.5 miles	Sylvan Park located 0.2 miles away

### Play Fields

Size	Quantity	Radius Served	Closest Park
10 to 15 Acres	1.5 Acres per 1000 population	1.5 miles	Sylvan Park located 0.2 miles away

### Community Parks

Size	Quantity	Radius Served	Closest Park
40 to 100 Acres	3.5 Acres per 1000 population	3 miles	Repplier Park located 1.2 miles away

### Special Parks

Size	Quantity	Radius Served	Closest Park
10 to 150 Acres	3 Acres per 1000 population	10 miles	Repplier Park located 1.2 miles away



Sylvan Park is almost 8 acres in size and provides a variety of recreation opportunities including a playground, picnicking, barbeques, ball field, and outdoor basketball. Support facilities at Sylvan Park include parking and a restroom. Open play areas are used for informal volleyball games and unstructured open play.

Banning Parks and Recreation Master Plan - 2010



### Exhibit "C"

*2nd Read.*

**ORDINANCE NO. 1495**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION, MONITORING, AND REPORTING PROGRAM; APPROVING TENTATIVE TRACT MAP NO. 15-4501 (TTM 36939) TO SUBDIVIDE A 34.6 ACRE SITE TO CREATE 98 NUMBERED LOTS FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AND THREE (3) LETTERED LOTS; AND, ZONE CHANGE NO. 15-3501 AMENDING THE ZONING MAP TO ELIMINATE THE RL-10,000 OVERLAY AFFECTING THE WESTERN PORTION OF THE SITE TO LOW DENSITY RESIDENTIAL (LDR, 0 TO 5 UNITS PER ACRE)**

**WHEREAS**, the applicant has submitted an application for a Zone Change and Tentative Tract Map so that the Planning Commission and City Council may consider the proposed amendment to the Zoning Map to eliminate the RL-10,000 Overlay and maintain the site's Low Density Residential (LDR) zoning designation, and Tentative Tract Map 36939 to subdivide a 34.6 acre lot for purposes of creating 98 single-family lots and 3 lettered lots, which was duly filed by:

Project Applicant:	Peter J. Pitassi 10621 Civic Center Drive Diversified Pacific Rancho Cucamonga, CA 91730
Project Owner:	Banning Wilson 97, LLC 10621 Civic Center Drive Rancho Cucamonga, CA 91730
Project Developer:	Banning Wilson 97, LLC 10621 Civic Center Drive Rancho Cucamonga, CA 91730
Parcel Address:	Generally located north of Wilson Street between Sunset and Sunrise Avenue
APN's:	APN 535-430-001 thru 021, 535-431-001 thru 015, 535-432-001 thru 017, 535-070-004 and 006)
Site Area:	34.6 Acres

**WHEREAS**, the Municipal Code allows the subdivision of approximately 34.6 acres within the Low Density Residential zoning district into 98 parcels subject to the approval of the Zone Change to remove the exiting RL-10,000 Overlay; and

**WHEREAS**, the Community Development Department has evaluated the project's potential effects on the environment as required under the California Environmental Quality Act ("CEQA") and prepared a Mitigated Negative Declaration (MND) in compliance with CEQA Statue Section 21064.5 which incorporates conditions and mitigation measures that reduce the potential impacts of the project below significance; and

**WHEREAS**, on November 20, 2015, and December 11, 2015, the City gave public notice as required under Government Code Section 66451.3 by advertising in the Record Gazette Newspaper, and mailing notices to all property owners within 300 feet of the project site of the holding of a public hearing for the Planning Commission's review, at which time the project would be considered; and

**WHEREAS**, the Mitigated Negative Declaration's Notice of Intent/Notice of Availability regarding Tentative Tract Map 36939 and Zone Change, was advertised in the Record Gazette and The Press Enterprise newspapers on October 16, 2015, and December 17, 2015, respectively. Additionally, the notice was mailed to all property owners within 300 feet of the Project; and

**WHEREAS**, on December 2, 2015, and January 6, 2016, the Planning Commission held the noticed public hearings 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 Mitigated Negative Declaration, Zone Change and Tentative Tract Map 36939; and

**WHEREAS**, on January 29, 2016, the City gave public notice as required under Government Code Section 66451.3 by advertising in the Record Gazette Newspaper, and mailing notices to all property owners within 300 feet of the project site of the holding of a public hearing for the City Council's review, at which time the project would be considered; and

**WHEREAS**, on February 9, 2016, the City Council 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 City Council considered the Mitigated Negative Declaration, Zone Change and Tentative Tract Map 36939; and

**WHEREAS**, at these public hearings, the Planning Commission and City Council considered, heard public comments on, and adopted a Mitigated Negative Declaration for the Project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:**

**SECTION 1. ENVIRONMENTAL FINDINGS**

The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines, the recommendation of the Community Development Department as provided in the Staff Report dated February 9, 2016, and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code § 21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. California Environmental Quality Act (CEQA)

The approval of the Tentative Tract Map 36939 is in compliance with the requirements of CEQA, in that on January 6, 2016, at a duly noticed public hearing, the Planning Commission approved and adopted a Mitigated Negative Declaration and Mitigation Monitoring Program reflecting its independent judgment and analysis and documenting that there was no substantial evidence, in light of the whole record, from which it could be fairly argued that the Project may have a significant effect on the environment. The documents comprising the City's environmental review for the Project are on file and available for public review at Banning City Hall, 99 E. Ramsey Street, Banning, California 92220.

2. Multiple Species Habitat Conservation Plan (MSHCP): The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP mitigation fee.

## SECTION 2. MAP ACT FINDNGS

In accordance with Banning Municipal Code § 22-27 and Government Code § 66473.1, § 66473.5 and § 66474, the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities and any other evidence within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. Tentative Tract Map (TTM) 36939 is consistent and compatible with the objectives, policies, general land uses, and programs specified in the City's General Plan.

**Findings of Fact:** The General Plan land use designation for the site is classified as Low Density Residential (LDR) which allows housing densities from 0 to 5 dwelling units per acre. The proposed Map will result in the development of 98 single family residential dwelling units at a density of 2.8 units per acre. With the elimination of the RL-10,000 overlay zone currently overlying a portion of the property, this density level is within the range permitted under the General Plan land use designation for this site. One of the primary policies of the Land Use Element of the General Plan is that projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected. The proposed Tentative Tract Map serves to achieve this objective in that the rezoning and subdivision design is consistent with existing neighborhood housing stock. Considering all of these aspects, the proposed Map furthers the objectives and policies of the General Plan and is compatible with the general land uses districts within the general vicinity of the Project.

2. The design and improvement of the subdivision proposed under Tentative Tract Map 36939 is consistent with the City's General Plan.

**Findings of Fact:** The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards.

3. The site is physically suitable for the type of development proposed under Tentative Tract Map 36939.

**Findings of Fact:** The 34.6 acre site is relatively flat with slight, hilly undulations ranging in elevation from 2,550 to 2,650 feet above mean sea level. Two previous tentative tract entitlements reflect the historic interest to develop the property for residential development purposes in that the site lies adjacent to single-family residential zoned districts supported and supplied with the necessary infrastructure required for residential development. In that the Project intends to connect to with existing infrastructure, the Project will be consistent with the goals and objectives of the General Plan.

4. The site is physically suitable for the density of development under Tentative Tract Map.

**Findings of Fact:** The site is located within an Earthquake Fault Zone and the Project's northern boundary line runs parallel with the San Gorgonio Pass Fault. The subdivision incorporates a fault setback zone, referenced as Lot "A" ranging in width from 40 feet to 160 feet. Pursuant to the Alquist-Priolo Act, no human habitation can be built within the fault setback zone. The Project shall prohibit the construction of structures within the fault setback zone. With the incorporation of the fault setback zone, the site is physically suitable for the intended density and consistent with the City's General Plan.

5. The design of the subdivision and improvements proposed under Tentative Tract Map 36939 are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

**Findings of Fact:** The site is currently vacant and does not contain any significant vegetation or habitat for wildlife. Per the Multiple Species Habitat Conservation Plan (MSHCP), there is no evidence that any endangered, threatened or listed species of plant or animal, or its habitat, is located on the site. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. This determination is based on MSHCP report prepared by LSA Associates, dated May 2015. The Project incorporates conditions intended to comply with the recommendations of the MSHCP. In addition, this Project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

6. The design of the subdivision and improvements proposed under Tentative Tract map 36939 is not likely to cause health problems.

**Findings of Fact:** The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. In addition, the design and construction of all improvements for the subdivision has been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare. Finally, the proposed street system throughout the subdivision will improve emergency vehicular access and in the immediate neighborhood.

7. The design of the subdivision and improvements proposed under Tentative Tract Map 36939, will not conflict with easement, acquired by the public at large, for access through or use of, property within the proposed subdivision.

**Findings of Fact:** No easements of record or easements established by judgement of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any such easements.

8. The design of the subdivision proposed, Tentative Tract Map 36939 adequately provides for future passive or natural heating and cooling opportunities.

**Findings of Fact:** Taking into consideration local climate and the existing contour and configuration of the site and its surroundings, the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit orientation of structures in an east-west alignment for southern exposure, or to take advantage of natural shade, or to take advantage of prevailing breezes.

### **SECTION 3. ZONE CHANGE FINDINGS**

1. The proposed Amendment is consistent with the goals and policies of the general plan.

**Findings of Fact:** The property's land use designation is Low Density Residential (LDR) with a portion of the site designated as RL-10,000. The minimum lot size per the RL-10,000 standard is intended for single family residential development with 10,000 square foot lots. The lots TTM 36939 proposes range from 7,468 square feet to 25,403 square feet which are large enough to accommodate families with children and daily home based activities. The zone change request eliminates the RL-10000 overlay and would allow 0 to 5 dwelling units per acre. The proposed 98 unit subdivision is below the maximum number that the Low Density Residential zoning district permits. At the maximum permitted per the LDR zoning district, 173 single family units could be provide. In keeping with the subdivision design, the rezoning proposed for the Project is consistent with the General Plan.

2. The proposed Amendment is internally consistent with the Zoning Ordinance.

**Findings of Fact:** The proposed Project is not anticipated to result in exceeding, either cumulatively or individually, any applicable level of service standards. As discussed in the Staff Report and pursuant to the Project's conditions of approval, the proposed streets and subdivision design will be constructed in conformance with City standards and specifications. The Mitigation, Monitoring, and Reporting Program is intended to ensure that the developer adheres to best management practices in the development of the site.

3. The Planning Commission has independently reviewed and considered the requirements of the California Environmental Quality Act.

**Findings of Fact:** The City, in light of the whole record before it including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Mitigated Negative Declaration and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

1. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105.
2. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Banning.
3. Independent Judgment: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City.
4. Mitigation Monitoring Program: That the Mitigation Monitoring Program is designed to ensure compliance during project implementation in that changes to the Project and/or mitigation measures have been incorporated into the Project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.
5. No Significant Effect: That revisions made to the Project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the Project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the Project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the Project may have a significant effect on the environment. Therefore, the Planning Commission concludes that the Project will not have a significant effect on the environment.

## **SECTION 4. CITY COUNCIL ACTION**

The City Council hereby takes the following actions:

1. In accordance with CEQA Statute Section 21064.5, the City Council hereby adopts the Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program and directs the Acting Community Development Director to prepare and file with the Clerk for the County of Riverside a Notice of Determination as provided under Public Resources Code Section 21108, and CEQA Guidelines Section 15075; and
2. Approves Zone Change No. 15-3501 amending the Zoning Map to eliminate the RL-10,000 Overlay affecting the western portion of the site to Low Density Residential (LDR, 0 to 5 units per acre) and approves Tentative Tract Map No. 15-4501 (TTM 36939) a proposal to subdivide 34.6 acres of vacant land for purposes of creating 98 numbered lots for single-family residential development and three (3) lettered lots, subject to Conditions of Approval attached hereto and incorporated herein by reference as Exhibit A.

## **SECTION 5. 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 6. 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) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

**PASSED, APPROVED, AND ADOPTED** this 23<sup>rd</sup> day of February, 2016.

---

Arthur L. Welch, Mayor  
City of Banning

**ATTEST:**

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

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

---

Anthony R. Taylor, City Attorney  
Aleshire & Wynder, LLP

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1495 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9<sup>th</sup> day of February, 2016, and was duly adopted at a regular meeting of said City Council on the 23<sup>rd</sup> day of February, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**MEETING DATE:** February 23, 2016

**SUBJECT:** Ratify the appointment of Brian Guillot as the Community Development Director and Authorize the City Manager to sign the Community Development Director Employment Agreement

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**RECOMMENDATION:**

The City Council ratify the appointment of Brian Guillot as the Community Development Director and authorize the City Manager to sign the Community Development Director employment agreement on behalf of the City.

**JUSTIFICATION:**

The City Manager has evaluated the performance of the Acting Community Development Director for the last three months and has found the performance to be outstanding. It is the recommendation of the City Manager that Mr. Guillot be appointed to the permanent position of Community Development Director.

**BACKGROUND:**

Mr. Guillot has worked for the City of Banning for more than ten years and started in Banning as a Planning Engineer. He has been the Acting Community Development Director for more than one year and five months.

**OPTIONS:**

1. Do not ratify the appointment and return Mr. Guillot to his current permanent position of Associate Planner and then recruit for a Director.
2. Ratify the appointment and then backfill the position of Associate Planner.

Option one would require an exhaustive recruitment since the supply of any qualified applicants for Community Development Director is limited. To find an outstanding candidate it would be the City Manager's recommendation (should the Council choose

Option 1) to hire an executive recruiting firm which would cost the City upwards of \$20,000.

**FISCAL IMPACT:**

The Community Development Director position is in the current budget. The previous Community Development Director was at Step 13 and thus there will be a savings of about \$ 26,000 over the next year.

**ATTACHMENTS:**

Exhibit A: Employment Agreement (Offer Letter)

Exhibit B: Agreement of Separation, Severance and General Release

Prepared by:



Michael Rock  
City Manager



**City of Banning**  
Office of the City Manager

**EXHIBIT A**

February 29, 2016

Brian Guillot

Dear Mr. Guillot:

On behalf of the City of Banning I would like to make you a tentative offer for the position of Community Development Director. The salary and benefits for this position are as follows:

1. Salary Schedule 92 Range \$8,697- \$11,766/per month. You will start at Step 5 which is \$9,619 per month. We are paid on a bi-weekly basis, or 26 times a year.
2. The position is an at-will management position serving at the pleasure of the City Manager. In the event of a dismissal without cause by the City Manager you will be entitled to a three month severance package (calculated on base salary only) for the first two years of employment and a six month severance for more than two years of service as shown in Exhibit B if you agree to sign a non-disclosure agreement with the City.
3. The City's normal hours of operation are from 8:00 a.m. to 5:00 p.m., Monday through Friday. An alternative schedule may be approved by the City Manager.
4. Your first day of work in the permanent position will be February 29, 2016.
5. You will be required to pay the full 7% of the employee contribution to the Public Employees' Retirement System under the 2.5% at 55 Plan. The City is covered under Social Security.
6. Currently the City contributes a maximum of \$20,000 per year towards health, dental, vision, life and long-term care. You may use these funds for any of the City's medical plans or, upon proof of coverage under spouse's plan, this amount may be taken as taxable income or converted to a 457 Plan or City sponsored Medical Savings Account.

7. Directors accrue 160 hours annually for vacation leave. There is a maximum cap of 480 hours.
8. Sick leave accrues at the rate of 96 hours per year. There is a maximum cap of 480 hours. There is no waiting period for use of this benefit.
9. The City recognizes ten paid holidays and one floating holiday per year. There is no waiting period for these benefits.
10. As an exempt employee, you will be entitled to 98 hours of Executive Leave per calendar year. There is a maximum cap of 200 hours.
11. As an exempt employee, you will be entitled to any and all benefits afforded to all exempt employees of the City including any benefits not specifically stated in this offer letter.

You will receive an Employee Orientation packet including a copy of the City of Banning Personnel Rules, on your first day of employment. This will provide detailed information regarding our practices and procedures.

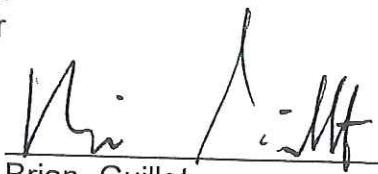
I look forward to working with you and will support you and the Department of Community Development to the fullest extent possible. Once again congratulations on your appointment as the City's next Community Development Director.

If you have any questions please feel free to call me at (951) 922-3104.

Sincerely,

Michael Rock  
City Manager

Accepted:



Brian Guillot

Date:

2-17-16

## EXHIBIT B

### AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

#### 1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Banning, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and BRIAN GUILLOT, an individual (hereinafter referred to as "EMPLOYEE").

#### 2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Community Development Director effective on or about February 29, 2016 serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently \_\_\_\_ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE separate from employment with THE CITY and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's separation by means of \_\_\_\_\_ as of \_\_\_\_\_, \_\_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### 3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to his at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by state, federal or municipal law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall cause to be paid to EMPLOYEE an additional compensatory payment as severance pay by means of a lump sum payment of \_\_\_\_\_ and \_\_\_\_ cents (\$\_\_\_\_\_.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business

days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. The lump sum payment shall be subject to applicable state and federal withholdings as determined appropriate by THE CITY.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquires, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency. Furthermore, nothing herein shall be interpreted as a release or waiver of the THE CITY's statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

#### **4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990))

further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, EMPLOYEE's counsel of choice or at least had the opportunity to do so, and EMPLOYEE represents by signing this AGREEMENT that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following EMPLOYEE's execution of this AGREEMENT** to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of same ("EFFECTIVE DATE").

## 5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

**“General Release--Claims Extinguished”**

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

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

**6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

**7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of EMPLOYEE's receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during EMPLOYEE's employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this

AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## 8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given and/or received on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

City Manager  
City of Banning  
P.O. Box 998  
Banning, California 92220

**IN WITNESS WHEREOF,** THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, EMPLOYEE has signed and executed this AGREEMENT, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
Brian Guillot

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

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

[                ], City Attorney

[EMPLOYEE'S ATTORNEY'S LAW FIRM]

By: \_\_\_\_\_  
[Counsel Name]



## CITY OF BANNING CITY COUNCIL REPORT

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**MEETING DATE:** February 23, 2016

**SUBJECT:** Ratify the appointment of Arturo Vela as the Public Works Director and Authorize the City Manager to sign the Public Works Director Employment Agreement.

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### **RECOMMENDATION:**

The City Council ratify the appointment of Arturo Vela as the Public Works Director and authorize the City Manager to sign the Public Works Director employment agreement on behalf of the City.

### **JUSTIFICATION:**

The City Manager has evaluated the performance of the Acting Public Works Director for the last three months and has found the performance to be outstanding. It is the recommendation of the City Manager that Mr. Vela be appointed to the permanent position of Public Works Director.

### **BACKGROUND:**

Mr. Vela has worked for the City of Banning for more than 13 years and started in Banning as a meter reader for the City's utility department. After a few years he left the City and worked in the private civil engineering sector while acquiring a Bachelor's degree in Civil Engineering. He was again hired by the City in October of 2005 as an Assistant Civil Engineer and was later promoted to a Senior Civil Engineer. He has been Acting Public Works Director/City Engineer for a year.

### **OPTIONS:**

1. Do not ratify the appointment and return Mr. Vela to his permanent position of Senior Civil Engineer and then recruit for a Director.
2. Ratify the appointment.

Option one would require an exhaustive recruitment since the supply of any qualified applicants for Public Works Director is limited. To find an outstanding candidate it would

be the City Manager's recommendation (should the Council choose Option 1) to hire an executive recruiting firm which would cost the City upwards of \$20,000.

**FISCAL IMPACT:**

The Public Works Director position is in the current budget. The City is projected to realize a salary savings of approximately \$138,285 for Fiscal Year 2016, due to Mr. Vela dual filling two positions. The previous Public Works Director was at Step 13 and thus there will be a savings of about \$31,000 over the next year.

**ATTACHMENTS:**

Exhibit A: Employment Agreement (Offer Letter)

Exhibit B: Agreement of Separation, Severance and General Release

Prepared by:



\_\_\_\_\_  
Michael Rock  
City Manager



# City of Banning

## Office of the City Manager

### EXHIBIT A

February 29, 2016

Dear Mr. Vela:

On behalf of the City of Banning I would like to make you a tentative offer for the position of Public Works Director/City Engineer. The salary and benefits for this position are as follows:

1. Salary Schedule 100 Range \$10,596- \$14,336/ per month. You will start at Step 5 which is \$11,720 per month. We are paid on a bi-weekly basis, or 26 times a year.
2. The position is an at-will management position serving at the pleasure of the City Manager. In the event of a dismissal without cause by the City Manager you will be entitled to a three month severance package (calculated on base salary only) for the first two years of employment and a six month severance for more than two years of service. See also Exhibit B for details of the process for separation, severance and general release.
3. The City's normal hours of operation are from 8:00 a.m. to 5:00 p.m., Monday through Friday. An alternative schedule may be approved by the City Manager.
4. Your first day of work in the permanent position will be February 29, 2016.
5. You will be required to pay the full 7% of the employee contribution to the Public Employees' Retirement System under the 2.5% at 55 Plan. The City is covered under Social Security.
6. Currently the City contributes a maximum of \$20,000 per year towards health, dental, vision, life and long-term care. You may use these funds for any of the City's medical plans or, upon proof of coverage under spouse's plan, this amount may be taken as taxable income or converted to a 457 Plan or City sponsored Medical Savings Account.

7. Directors accrue 160 hours annually for vacation leave. There is a maximum cap of 480 hours.
8. Sick leave accrues at the rate of 96 hours per year. There is a maximum cap of 480 hours. There is no waiting period for use of this benefit.
9. The City recognizes ten paid holidays and one floating holiday per year. There is no waiting period for these benefits.
10. As an exempt employee, you will be entitled to 98 hours of Executive Leave per calendar year. There is a maximum cap of 200 hours.
11. As an exempt employee, you will be entitled to any and all benefits afforded to all exempt employees of the City including any benefits not specifically stated in this offer letter.

You will receive an Employee Orientation packet including a copy of the City of Banning Personnel Rules, on your first day of employment. This will provide detailed information regarding our practices and procedures.

I look forward to working with you and will support you and the Department of Public Works to the fullest extent possible. Once again congratulations on your appointment as the City's next Public Works Director/City Engineer.

If you have any questions please feel free to call me at (951) 922-3104.

Sincerely,



Michael Rock  
City Manager

Accepted:



Arturo Vela

Date:

2/29/16

## EXHIBIT B

### AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

#### 1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Banning, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and ARTURO VELA, an individual (hereinafter referred to as "EMPLOYEE").

#### 2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Public Works Director/City Engineer effective on or about February 29, 2016 serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently \_\_\_\_ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE separate from employment with THE CITY and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's separation by means of \_\_\_\_\_ as of \_\_\_\_\_, \_\_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### 3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to his at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by state, federal or municipal law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall cause to be paid to EMPLOYEE an additional compensatory payment as severance pay by means of a lump sum payment of \_\_\_\_\_ and \_\_\_\_ cents (\$\_\_\_\_\_.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business

days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. The lump sum payment shall be subject to applicable state and federal withholdings as determined appropriate by THE CITY.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency. Furthermore, nothing herein shall be interpreted as a release or waiver of the THE CITY's statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

#### **4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990))

further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, EMPLOYEE's counsel of choice or at least had the opportunity to do so, and EMPLOYEE represents by signing this AGREEMENT that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following EMPLOYEE's execution of this AGREEMENT** to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of same ("EFFECTIVE DATE").

## **5. UNKNOWN CLAIMS**

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

“General Release--Claims Extinguished”

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

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

**6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

**7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of EMPLOYEE's receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during EMPLOYEE's employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this

AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## 8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given and/or received on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

City Manager  
City of Banning  
P.O. Box 998  
Banning, California 92220

**IN WITNESS WHEREOF**, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, EMPLOYEE has signed and executed this AGREEMENT, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
Arturo Vela

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

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

[                ], City Attorney

[EMPLOYEE'S ATTORNEY'S LAW FIRM]

By: \_\_\_\_\_  
[Counsel Name]



**CITY OF BANNING  
CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**PREPARED BY:** Rochelle Clayton, Deputy City Manager

**MEETING DATE:** February 23, 2016

**SUBJECT:** Resolution No. 2016-15, Amending the job description and title for the Customer Services Manager position, and minimum qualifications of the job description for the Purchasing Manager position under the Classification and Compensation plan for the City of Banning.

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**RECOMMENDATION:** Adopt Resolution No. 2016-15, amending the Classification and Compensation Plan for the City of Banning, to change the minimum qualifications section of the Purchasing Manager job description; change the title and job description for the Customer Services Manager position to Customer Service and Billing Manager, and the applicable sections of the description; and authorize the City Manager to direct staff to recruit the Customer Service and Billing Manager position upon approval. No change was made to the salary ranges.

**REVIEW:** The Management Unit's representation, Teamsters Local Union No. 1932, formerly San Bernardino Public Employees Association ("SBPEA"), reviewed and approved the proposed changes.

**JUSTIFICATION:** Upon surveying the County of Riverside and surrounding cities to determine the minimum qualifications for equivalent positions, I determined that nearly all agencies employ a similar requirement for the Purchasing Manager type position and allow extended experience to substitute for two (2) years of education. The updated minimum qualifications are similar to that of the adopted Utility Financial Analyst position.

The update to the title and description of the Customer Services Manager will align both more appropriately with the duties of the position. The position was eliminated from the budget in approximately fiscal year 2010, and replaced with a Utility Billing Representative position. In approximately fiscal year 2011, staff determined that a Utility Financial Analyst was needed to meet the demands for analysis of revenue data, etc. and to assist staff in streamlining workflow to improve customer service to utility customers. The Utility Financial Analyst was also charged with oversight of staff in Utility Billing, and the Utility Billing Representative position was removed from the budget.

Because the Utility Financial Analyst is responsible for supervising the day to day functions of customer service, payment acceptance, meter reading, route scheduling, and billing, there is insufficient time to provide the analytical work necessary to streamline processes and implement efficiencies to improve customer service.

The addition of a manager to the Utility Billing staff, coupled with the updates to the job description and the ability to make time available for the Utility Financial Analyst to implement efficiencies and streamline workflow, will significantly improve the City's service to utility customers.

**BACKGROUND:** The City Council approved the City of Banning Classification and Compensation Plan on January 25, 2005. Periodically the plan is amended to reflect changes in the organizational and strategic needs within the City. City Personnel Rules require that the City Council approve all changes to the City's Classification Plan.

**OPTIONS:** The option to reject this resolution may lengthen the time it will take for the City to hire a Purchasing Manager with sufficient government procurement experience. It will also result in no change to the Utility Billing staffing level, and will likely prolong the time it will take to improve efficiencies and workflow, to ultimately improve Utility Billing customer service.

**FISCAL IMPACT:** The Purchasing Manager position is budgeted. The approximate cost of \$29,178 must be appropriated from the utility funds of Electric, Water, Wastewater, and Refuse for the remainder of FY2015-16 to fund the Customer Service and Billing Manager, and the annual salary and benefit increase is approximately \$125,540.

**ATTACHMENTS:**

1. Resolution No. 2016-15
2. Amended Schedule "A"
3. FY2015-2016 Salary Schedule
4. Draft (redlined) Purchasing Manager job description
5. Draft Final Purchasing Manager job description
6. Draft (redlined) Customer Service and Billing Manager job description
7. Draft Final Customer Service and Billing Manager job description
8. Salary & Benefits Calculation

Prepared by:



Rochelle Clayton  
Deputy City Manager

Approved by:



Michael Rock  
City Manager



# CITY OF BANNING, CALIFORNIA

## Purchasing Manager

Job Code: 1160

FLSA

Exempt

Non-Exempt

**JOB DEFINITION:** Under general direction of the Finance Director, this position is responsible for the supervision and organization of the City's centralized purchasing activities and related work as assigned. Serves as a technical procurement resource for City's Management, employees and the public.

**ESSENTIAL FUNCTIONS:** *This is a single position class that functions as a division head and is accountable for managing and supervising the day-to-day operations and activities of procurement for the City. The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by this classification. Duties shown are intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

**REPRESENTATIVE DUTIES:** Supervise the City's centralized purchasing activities. Plan, coordinate, prioritize, monitor and participate in the purchasing of commonly used materials, supplies, equipment and services by the City.

Participate in the development and implementation of goals, objectives, policies, and priorities for the Purchasing Division; identify resource needs, recommend and implement policies, procedures, rules, regulations and ordinances. Assist in the development of City policies and procedures involving the acquisition of supplies or services.

Administer applicable contracts; review and approve purchase orders for completeness, accuracy and compliance with purchasing and budgetary policies and procedures.

Direct, coordinate and review the work plan for the Purchasing Division; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures. Supervise and train division personnel; assume responsibility for motivating and evaluating assigned personnel and initiating disciplinary procedures as appropriate.

Maintain appropriate work records and documents which may include purchase orders, purchase reports, proposals and other documentation; prepare statistical and /or analytical report on operations as necessary.

Research, analyze and develop diversified and reliable sources of supplies. Establish and maintain contacts and negotiate with vendors; keep informed of new products; and evaluate vendor performance.

Develop specifications, contracts, bonding requirements, purchase orders and other documents as necessary.

Develop and implement formal and informal bidding policies; develop bid documents and specifications; conduct public bid openings; analyze bids against specifications and prepare bid analysis; compose and prepare staff reports; and recommend and/or award contracts or purchases in accordance with all laws, City Ordinances and policies.

Stay abreast of current and long-range trends in the field of purchasing and supply; attend seminars and professional meetings as is necessary.

Develop and administer the budget for the Purchasing Division; monitor and approve expenditures; recommend adjustments as necessary.

(continued on reverse side)

# CITY OF BANNING, CALIFORNIA

## Purchasing Manager

Job Code: 1160

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Coordinate purchasing services with other City departments, divisions and outside agencies. Serve as a technical resource to other departments; assist departments with budget estimates for the purchase of materials and equipment. Assume responsibility as liaison between vendors and City departments relative to procurement activities.

Performs other duties as assigned or required.

### **KNOWLEDGE/ABILITIES/SKILLS:**

#### **Knowledge of:**

- City, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative policies and other operational guidelines and directives for purchasing for a municipality.
- Modern and complex principles and practices of governmental purchasing, and methods and techniques of statistics.
- Methods and techniques for report preparation and writing and record keeping.
- Principles of supervision, training and performance evaluation.
- Principles of contract negotiation and administration.
- Principles of budget preparation and control.
- Safe driving principles and practices.
- Modern office practices, methods and computer equipment.

#### **Ability to:**

- Manage and coordinate the work of technical and administrative support personnel.
- Select, train, supervise and evaluate staff.
- Effectively handle a variety of assignments simultaneously.
- Analyze and evaluate data and prepare comprehensive reports and studies.
- Communicate clearly and concisely.
- Plan, organize and coordinate the City's purchasing operations.
- Prepare oral presentations and written reports.
- Work independently.
- Establish and maintain effective working relationships.

#### **Skill to:**

- Operate computer and applicable software.
- Effectively operate a motor vehicle on City streets.
- Market conditions, current prices, trade names and brands relating to purchasing for a municipality.

**MINIMUM QUALIFICATIONS:** ~~A Bachelor's degree in Business Administration, Marketing, Accounting or related field AND three (3) years of professional purchasing experience including one (1) year in a supervisory capacity.~~

Any combination of education and experience that provides the knowledge, skills and abilities necessary for a Purchasing Manager. Ideally the required qualifications include possession of a Bachelor's or Associate's degree in Business Administration, Accounting, Marketing, or a related field **AND three (3) to five (5) years of experience in governmental and/or professional purchasing, including one year in a supervisory capacity.**

**LICENSE/CERTIFICATE:** Possession of a valid class "C" California driver's license is required. A Certified Purchasing Manager (CPM) certification is highly desirable.

**ADDITIONAL REQUIREMENTS:** May be required to work outside the traditional work schedule.



# CITY OF BANNING, CALIFORNIA

## Customer Service and Billing Manager

Job Code: 1310

FLSA

Exempt

Non-Exempt

**JOB DEFINITION:** Under general direction, performs a variety of duties associated with managing the City's utility billing and customer services, including account system operations, utility finances billing and collections, personnel and customer service, and ensuring accuracy of accounts, timely processing, and efficiency through implementation of various technology solutions.

**ESSENTIAL FUNCTIONS:** *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

**REPRESENTATIVE DUTIES:** Manages electric and water meter services. Oversees billing of electric, water, wastewater and solid waste services. Develops, interprets and implements Department policies, goals and objectives. ~~Ensures compliance with state and Federal regulations regarding the operation of public utilities.~~ Researches, resolves and responds to customer inquiries and operational or procedural problems. Supervises the maintenance of customer account records and files. Initiates programs that improve customer service. Prepares a variety of reports. ~~Manages the City's solid waste contract.~~

Monitors balances and billing accounts, credit related issues, deposit requests, disconnections of water or electric services and disputes of residential or commercial accounts. Authorizes purchases, approves invoices and write and maintains reports. ~~Develops, creates and implements public benefit programs.~~ Monitors and manages collection of monies and meter installations. Assists in revenue and expense projections.

Selects, assigns, evaluates and manages utility billing and customer service personnel work activities. Prioritizes, schedules and delegates work assignments of utility billing and customer service staff. Identifies and implements new employee and on-going staff training programs.

Performs other duties as assigned or required.

### KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of management and/or supervision principles.
- Knowledge of water and electric account system maintenance. ~~, installation and repair methods, material and equipment.~~
- Knowledge of customer service methods and techniques.
- Knowledge of bookkeeping and accounting procedures and principles.
  
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.

- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

(continued on reverse side)

## CITY OF BANNING, CALIFORNIA

### Customer Service and Billing Manager

Job Code: 1310

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**MINIMUM QUALIFICATIONS:** An Associate's degree in Business Administration, Civil Engineering or related field ~~AND five (5) years of public utility experience that includes one (1) year of management and/or supervision~~. Any combination of education and experience that provides the knowledge, skills and abilities necessary for a Customer Service and Billing Manager. Ideally the required qualifications include possession of a Bachelor's or Associate's degree in Business Administration, Accounting, Finance, or a related field **AND** five (5) years of experience in computerized billing and accounting customer service functions for a governmental agency, of which at least two (2) years at a lead or supervisory capacity.

**ADDITIONAL REQUIREMENTS:** Must have at the time of application and must maintain a California driver license. May be required to work outside the traditional work schedule. May be subject to call out and/or call-back.

**Fiscal Year 2015-16 & Fiscal Year 2016-17**  
**Utility Billing - Customer Service & Billing Manager**  
**Salary and Benefits Calculation**

**Management Unit (SBPEA)**

		<b>FY17</b>	<b>FY16</b>
<b>SALARY RANGE 71</b>			
(\$29,8745 - \$40,4166)	Hourly	34.75	34.75
(\$62,138.96 - \$84,066.53)	Annual	\$ 72,275.84	\$ 18,068.96
Auto Allowance		3,000.00	750.00
Benefit Allowance		14,400.00	3,600.00
Maximum Cash Out:			
Comp Payoff		2,084.88	0.00
Sick Payoff		3,335.81	0.00
Vacation Payoff		2,779.84	0.00
<b>Total Salary Cost</b>		<b>97,876.37</b>	<b>22,418.96</b>
Life Insurance		432.00	108.00
PERS Employer Cost		15,971.52	3,992.88
Medicare		1,419.21	325.07
Social Security		6,068.33	1,389.98
SUI		809.49	202.37
WC		<u>2,963.74</u>	<u>740.94</u>
<b>Total Benefit Cost</b>		<b>27,664.29</b>	<b>6,759.24</b>
<b>Total Salary &amp; Benefits</b>		<b>\$ 125,540.66</b>	<b>\$ 29,178.20</b>
<b>FY17 - 3% Increase Projection:</b>		<b>\$ 129,306.88</b>	

*This position is funded by Electric, Water, Wastewater and Refuse Enterprise Funds and the cost estimate assumes step 7 of range 71.*

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**RESOLUTION 2016-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING  
AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE  
CITY OF BANNING**

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

**WHEREAS**, changes to job descriptions, job titles and/or pay ranges require Council approval.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1:** That the City Council approve the job description for Purchasing Manager, Job Code 3330 and Salary Range 77 as Exhibit "A".

**SECTION 2:** That the City Council approve the job description for Customer Service and Billing Manager, Job Code 1310 and Salary Range 71 as Exhibit "B".

**SECTION 3:** That the City Council approve the amended Schedule "A" to the Classification and Compensation plan as Exhibit "C".

**SECTION 4:** Authorize appropriation of \$29,178 to the Utility Billing Department's salary accounts, which is funded by the Utility Electric, Water, Wastewater, and Refuse funds.

**PASSED, ADOPTED AND APPROVED** this 23<sup>rd</sup> day of February, 2016.

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Arthur L, Welch, Mayor  
City of Banning, California

**ATTEST:**

---

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

APPROVED AS TO FORM  
AND LEGAL CONTENT:

---

Anthony R. Taylor, 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. 2016- was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23<sup>rd</sup> day of February, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

# EXHIBIT “A”



# CITY OF BANNING, CALIFORNIA

## Purchasing Manager

Job Code: 1160

FLSA

Exempt

Non-Exempt

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**JOB DEFINITION:** Under general direction of the Finance Director, this position is responsible for the supervision and organization of the City's centralized purchasing activities and related work as assigned. Serves as a technical procurement resource for City's Management, employees and the public.

**ESSENTIAL FUNCTIONS:** *This is a single position class that functions as a division head and is accountable for managing and supervising the day-to-day operations and activities of procurement for the City. The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by this classification. Duties shown are intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

**REPRESENTATIVE DUTIES:** Supervise the City's centralized purchasing activities. Plan, coordinate, prioritize, monitor and participate in the purchasing of commonly used materials, supplies, equipment and services by the City.

Participate in the development and implementation of goals, objectives, policies, and priorities for the Purchasing Division; identify resource needs, recommend and implement policies, procedures, rules, regulations and ordinances. Assist in the development of City policies and procedures involving the acquisition of supplies or services.

Administer applicable contracts; review and approve purchase orders for completeness, accuracy and compliance with purchasing and budgetary policies and procedures.

Direct, coordinate and review the work plan for the Purchasing Division; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures. Supervise and train division personnel; assume responsibility for motivating and evaluating assigned personnel and initiating disciplinary procedures as appropriate.

Maintain appropriate work records and documents which may include purchase orders, purchase reports, proposals and other documentation; prepare statistical and /or analytical report on operations as necessary.

Research, analyze and develop diversified and reliable sources of supplies. Establish and maintain contacts and negotiate with vendors; keep informed of new products; and evaluate vendor performance.

Develop specifications, contracts, bonding requirements, purchase orders and other documents as necessary.

Develop and implement formal and informal bidding policies; develop bid documents and specifications; conduct public bid openings; analyze bids against specifications and prepare bid analysis; compose and prepare staff reports; and recommend and/or award contracts or purchases in accordance with all laws, City Ordinances and policies.

Stay abreast of current and long-range trends in the field of purchasing and supply; attend seminars and professional meetings as is necessary.

Develop and administer the budget for the Purchasing Division; monitor and approve expenditures; recommend adjustments as necessary.

(continued on reverse side)

# CITY OF BANNING, CALIFORNIA

## Purchasing Manager

Job Code: 1160

---

Coordinate purchasing services with other City departments, divisions and outside agencies. Serve as a technical resource to other departments; assist departments with budget estimates for the purchase of materials and equipment. Assume responsibility as liaison between vendors and City departments relative to procurement activities.

Performs other duties as assigned or required.

### **KNOWLEDGE/ABILITIES/SKILLS:**

#### **Knowledge of:**

- City, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative policies and other operational guidelines and directives for purchasing for a municipality.
- Modern and complex principles and practices of governmental purchasing, and methods and techniques of statistics.
- Methods and techniques for report preparation and writing and record keeping.
- Principles of supervision, training and performance evaluation.
- Principles of contract negotiation and administration.
- Principles of budget preparation and control.
- Safe driving principles and practices.
- Modern office practices, methods and computer equipment.

#### **Ability to:**

- Manage and coordinate the work of technical and administrative support personnel.
- Select, train, supervise and evaluate staff.
- Effectively handle a variety of assignments simultaneously.
- Analyze and evaluate data and prepare comprehensive reports and studies.
- Communicate clearly and concisely.
- Plan, organize and coordinate the City's purchasing operations.
- Prepare oral presentations and written reports.
- Work independently.
- Establish and maintain effective working relationships.

#### **Skill to:**

- Operate computer and applicable software.
- Effectively operate a motor vehicle on City streets.
- Market conditions, current prices, trade names and brands relating to purchasing for a municipality.

**MINIMUM QUALIFICATIONS:** Any combination of education and experience that provides the knowledge, skills and abilities necessary for a Purchasing Manager. Ideally the required qualifications include possession of a Bachelor's or Associate's degree in Business Administration, Accounting, Marketing, or a related field **AND** three (3) to five (5) years of experience in governmental and/or professional purchasing, including one year in a supervisory capacity.

**LICENSE/CERTIFICATE:** Possession of a valid class "C" California driver's license is required. A Certified Purchasing Manager (CPM) certification is highly desirable.

**ADDITIONAL REQUIREMENTS:** May be required to work outside the traditional work schedule.

# EXHIBIT “B”



# CITY OF BANNING, CALIFORNIA

## Customer Service and Billing Manager

Job Code: 1310

FLSA

Exempt

Non-Exempt

---

**JOB DEFINITION:** Under general direction, performs a variety of duties associated with managing the City's utility billing and customer services, including account system operations, utility billing and collections, personnel and customer service, and ensuring accuracy of accounts, timely processing, and efficiency through implementation of various technology solutions.

**ESSENTIAL FUNCTIONS:** *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

**REPRESENTATIVE DUTIES:** Manages electric and water meter services. Oversees billing of electric, water, wastewater and solid waste services. Develops, interprets and implements Department policies, goals and objectives. Researches, resolves and responds to customer inquiries and operational or procedural problems. Supervises the maintenance of customer account records and files. Initiates programs that improve customer service. Prepares a variety of reports.

Monitors balances and billing accounts, credit related issues, deposit requests, disconnections of water or electric services and disputes of residential or commercial accounts. Authorizes purchases, approves invoices and write and maintains reports. Monitors and manages collection of monies and meter installations. Assists in revenue and expense projections.

Selects, assigns, evaluates and manages utility billing and customer service personnel work activities. Prioritizes, schedules and delegates work assignments of utility billing and customer service staff. Identifies and implements new employee and on-going staff training programs.

Performs other duties as assigned or required.

### KNOWLEDGE and SKILLS:

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

(continued on reverse side)

## CITY OF BANNING, CALIFORNIA

### Customer Service and Billing Manager

Job Code: 1310

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**MINIMUM QUALIFICATIONS:** Any combination of education and experience that provides the knowledge, skills and abilities necessary for a Customer Service and Billing Manager. Ideally the required qualifications include possession of a Bachelor's or Associate's degree in Business Administration, Accounting, Finance, or a related field **AND** five (5) years of experience in computerized billing and accounting customer service functions for a governmental agency, of which at least two (2) years at a lead or supervisory capacity.

**ADDITIONAL REQUIREMENTS:** Must have at the time of application and must maintain a California driver license. May be required to work outside the traditional work schedule. May be subject to call out and/or call-back.

# EXHIBIT “C”

Schedule "A"

Office Support Group	1610	Executive Secretary	53	IBEW-G
	1601	Management Analyst	68	SBPEA
	1620	Office Specialist	44	IBEW-G
	1630	Receptionist	31	IBEW-G

2000 – POLICE SERIES

Police Group	2010	Police Chief	100	Contract
	2025	Police Lieutenant	87	Police Mgmt
	2030A	Police Staff/Master Sergeant	78	POA
	2040	Police Corporal	71	POA
	2050	Police Officer	67	POA
	2060	Police Recruit/Trainee	N/A	At-Will
Police Support Group	2143	Lead Public Safety Dispatcher	56	IBEW-G
	2110	Public Safety Dispatcher	52	IBEW-G
	2151	Police Assistant II	48	IBEW-G
	2152	Police Assistant I	44	IBEW-G

3000-COMMUNITY DEVELOPMENT SERIES

Community Development Group	3010	Community Development Director	92	Contract
	3026	Development Project Coordinator	58	IBEW-G
	3050	Senior Planner	79	SBPEA
	3020	Associate Planner	68	SBPEA
	3015	Assistant Planner	63	SBPEA
Economic Development Group	3110	Economic Development Director	92	Contract
	3210	Development Services Manager (Building Official)	84	SBPEA
	3215	Senior Building Inspector	67	IBEW-G
	3230	Code Compliance Officer	58	IBEW-G
	3240	Building Permit Specialist	55	IBEW-G

3300-COMMUNITY SERVICES GROUP

Community Services Group	3310	Community Services Director	86	Contract
	3360	Transit Field Supervisor	59	IBEW-G
	3325	Recreation Coordinator	51	IBEW-G
	3328	Program Coordinator	43	IBEW-G
	3350	Lead Bus Driver/Trainer	55	IBEW-G
	3340	Bus Driver	47	IBEW-G

Schedule “A”

4000-PUBLIC WORKS SERIES

Public Works Management Group	4400	Public Works Director/City Engineer	100	Contract
Streets/Parks Group	4210	Public Works Superintendent	78	SBPEA
	4230	Work Release Crew Leader	47	IBEW-G
	4240	Senior Maintenance Worker	50	IBEW-G
	4250	Maintenance Worker	45	IBEW-G
	4260	Motor Sweeper Operator	50	IBEW-G
Engineering Group				
	4300	City Engineer	85	SBPEA
	4350	Senior Civil Engineer	82	SBPEA
	4320	Associate Civil Engineer	76	SBPEA
	4325	Assistant Civil Engineer	68	SBPEA
	4330	Public Works Inspector	62	IBEW-G
	4340	Engineering Services Assistant	48	IBEW-G
General Maintenance and Support Group				
	4420	Fleet Maintenance Mechanic	53	IBEW-G
	4430	Building Maintenance Specialist	49	IBEW-G
	4441	Community Center Caretaker	36	IBEW-G
	4450	Warehouse Services Specialist	52	IBEW-G
Water/Wastewater Group				
	4115	Water/Wastewater Superintendent	78	SBPEA
	4130	Water Crew Supervisor	60	IBEW-U
	4140	Water Services Worker	52	IBEW-U
	4155	Wastewater Collection System Supervisor	60	IBEW-U
	4145	Wastewater Collection System Technician	52	IBEW-U
	4132	Water Valve Flushing Crew Lead	56	IBEW-U
	4133	Water Construction Crew Lead	56	IBEW-U
	4131	Water Meter Crew Lead	56	IBEW-U

5000 ELECTRIC UTILITIES SERIES

Electric Services & Operations Group	5001	Electric Utility Director	100	Contract
	5021	Power Resource & Revenue Administrator	85	SBPEA
	5025	Associate Electrical Engineer	76	SBPEA
	5028	Utility Financial Analyst	76	SBPEA
	5029	Senior Electric Service Planner	79	IBEW-U7
	5030	Electric Service Planner	77	IBEW-U
	5050	Public Benefits Coordinator	55	IBEW-U
	5055	Utility Services Assistant	48	IBEW-U

Schedule "A"

	5053	Utility Engineering Services Assistant	48	IBEW-U
	5110	Electric Operations & Maintenance Manager	85	SBPEA
	5120	Powerline Crew Supervisor	79	IBEW-U
	5130	Powerline Technician	75	IBEW-U
	5140	Powerline Apprentice	67/73	IBEW-U
	5150	Electric Services Worker	52	IBEW-U
	5161	Substation Test Technician	75	IBEW-U
	5160	Electric Meter Test Technician	75	IBEW-U
	5170	Apprentice Electric Meter Test Technician	67 / 73	IBEW-U

## Schedule "A"

**CITY OF BANNING  
CLASSIFICATION & COMPENSATION PLAN  
REVISED FEBRUARY 23, 2016  
RESOLUTION NO. 2016-15 (AMENDING RESOLUTION NO. 2015-75)**

**MATRIX BY CLASS SERIES/JOB CODE**

Class Series/Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
<b>1000 – CITY ADMINISTRATION SERIES</b>				
City Administration Group	1010	City Manager	113	Council Contract
	1020	City Clerk/Executive Assistant	57	Elected
	1606	Executive Assistant/Deputy City Clerk	57	Conf/Gen
Financial Services Group	1105	Administrative Services Director/Deputy City Manager	101	Contract
	1115	Deputy Finance Director	87	Mgmt/Conf
	1160	Purchasing Manager	77	SBPEA
	5028	Utility Financial Analyst	76	SBPEA
	1125	Accountant II	59	IBEW-G
	1140	Accountant	54	IBEW-G
	1136	Accounting Specialist	53	IBEW-G
	1130	Financial Services Specialist	47	IBEW-G
Human Resources Group	1215	Deputy Human Resources Director	83	Mgmt/Conf
	1230	Human Resources Technician	54	Conf/Gen
Utility Billing Group	1310	Customer Service & Billing Manager	71	SPBEA
	1340	Senior Utility Billing Rep	48	IBEW-G
	1350	Utility Billing Representative	43	IBEW-G
	1340	Lead Field Service Representative	55	IBEW-U
	1325	Field Service Representative	51	IBEW-U
Information/Cable Systems Group	1410	Information Technology Coordinator	59	IBEW-G
	1416	Police Information Technology Technician	59	IBEW-G
	1415	Information Technology/Media Technician	57	IBEW-G
	1510	Cable Services Specialist	44	IBEW-G

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
01	Hourly Biweekly Annual	5.3043 424.35 11,033.00	5.4396 435.17 11,314.41	5.5784 446.27 11,602.99	5.7206 457.35 11,898.94	5.8666 469.32 12,202.43	6.0162 481.29 12,513.67	6.1667 493.33 12,832.84	6.3240 505.92 13,160.16	6.4853 518.82 13,495.82	6.6507 532.05 13,840.04	6.8203 545.63 14,193.05	6.9976 559.81 14,555.06
02	Hourly Biweekly Annual	5.4370 434.96 11,309.00	5.5757 446.06 11,597.45	5.7179 457.43 11,893.25	5.8638 469.10 12,196.60	6.0133 481.06 12,507.59	6.1667 493.33 12,826.71	6.3240 505.68 13,153.87	6.4822 518.58 13,483.03	6.6476 531.81 13,833.43	6.8171 545.37 14,186.26	6.9943 559.28 14,546.10	7.1727 573.81 14,919.16
03	Hourly Biweekly Annual	5.5731 445.85 11,592.00	5.7152 457.22 11,887.67	5.8610 468.88 12,190.87	6.0105 480.84 12,501.81	6.1638 493.10 12,820.68	6.3210 505.68 13,147.69	6.4822 518.58 13,826.93	6.6476 531.81 14,179.60	6.8171 545.37 14,541.27	6.9910 559.28 14,912.16	7.1727 573.54 15,292.51	7.3556 588.45 15,299.69
04	Hourly Biweekly Annual	5.7120 456.96 11,881.00	5.8577 468.62 12,184.04	6.0071 480.57 12,494.80	6.1603 492.63 12,813.50	6.3175 505.40 13,140.32	6.4786 518.29 13,475.47	6.6438 531.51 13,819.18	6.8133 545.06 14,533.11	6.9871 558.97 14,903.79	7.1653 573.22 15,283.93	7.3480 587.84 15,673.76	7.5355 602.84 16,073.54
05	Hourly Biweekly Annual	5.8548 468.38 12,178.00	6.0041 480.33 12,488.61	6.1573 492.58 12,807.15	6.3143 505.15 13,133.81	6.4754 518.03 13,468.80	6.6405 531.24 13,812.38	6.8099 544.79 14,164.63	6.9636 558.69 14,525.91	7.1617 572.94 14,896.41	7.3444 587.55 15,276.36	7.5317 602.54 15,666.00	7.7277 618.21 16,065.57
06	Hourly Biweekly Annual	6.0014 480.12 12,483.00	6.1545 492.36 12,801.39	6.3115 504.92 13,127.90	6.4725 517.80 13,462.74	6.6376 531.00 13,806.12	6.8069 544.55 14,158.26	6.9805 558.44 14,519.38	7.1585 572.68 14,889.72	7.3411 587.29 15,269.49	7.5283 602.27 15,658.96	7.7204 617.63 16,058.35	7.9208 631.38 16,467.94
07	Hourly Biweekly Annual	6.1514 492.12 12,795.00	6.3083 504.67 13,121.35	6.4692 517.54 13,456.02	6.6342 530.74 13,799.23	6.8035 544.28 14,151.19	6.9770 558.16 14,512.14	7.1549 572.40 14,882.28	7.3374 586.99 15,261.87	7.5246 601.97 15,651.14	7.7165 617.32 16,050.34	7.9173 631.37 16,459.72	8.1192 649.54 16,887.97
08	Hourly Biweekly Annual	6.3053 504.42 13,115.00	6.4661 517.29 13,449.51	6.6310 530.48 13,792.55	6.8002 544.01 14,144.35	6.9736 557.89 14,505.11	7.1451 572.12 14,875.08	7.3339 586.71 15,254.48	7.5209 601.68 15,643.57	7.7128 617.02 16,042.57	7.9095 632.76 16,451.75	8.1112 648.90 16,871.37	8.3221 665.77 17,310.07
09	Hourly Biweekly Annual	6.4650 517.04 13,443.00	6.6278 530.23 13,785.88	6.7969 543.75 14,137.50	6.9702 557.62 14,496.09	7.1480 571.84 14,867.88	7.3267 586.13 15,239.49	7.5136 601.08 15,628.19	7.7052 616.42 16,026.80	7.9057 631.14 16,435.58	8.1073 643.79 16,854.79	8.3141 665.13 17,293.32	8.5262 682.09 17,734.40
10	Hourly Biweekly Annual	6.6245 528.96 13,779.00	6.7935 543.48 14,130.45	6.9668 557.34 14,490.86	7.1445 571.56 14,860.46	7.3228 586.13 15,231.46	7.5096 600.77 15,619.96	7.7011 616.09 16,018.36	7.8976 631.80 16,426.92	8.0990 647.92 16,845.91	8.3099 664.45 17,275.58	8.5219 681.75 17,725.55	8.7393 699.14 18,177.66
11	Hourly Biweekly Annual	6.7899 543.19 14,123.00	6.9631 557.05 14,483.22	7.1407 571.26 14,952.63	7.3228 585.83 15,231.46	7.5096 600.77 15,619.96	7.7011 616.09 16,018.36	7.8976 631.80 16,426.92	8.0990 647.92 16,845.91	8.3056 664.45 17,275.58	8.5174 681.39 17,716.21	8.7347 698.77 18,158.08	8.9574 716.60 18,641.30
12	Hourly Biweekly Annual	6.9596 556.77 14,476.00	7.1371 570.97 14,845.22	7.3192 585.53 15,223.87	7.5058 600.47 15,612.17	7.6973 615.78 16,010.37	7.8936 631.49 16,418.73	8.0950 647.60 16,837.51	8.3014 664.11 17,266.97	8.5132 681.05 17,070.38	8.7303 698.42 18,159.02	8.9530 716.24 18,622.18	9.1858 734.87 19,106.69

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
13	Hourly Biweekly Annual	7,1337 570.69 14,838.00	7,3156 585.25 15,216.46	7,5022 600.18 15,604.57	7,6935 615.48 16,002.58	7,8898 631.18 16,410.74	8,0910 647.28 16,829.31	8,2974 663.79 17,258.56	8,5090 680.72 17,698.76	8,7260 696.05 18,150.18	8,9486 715.89 18,613.12	9,1769 734.15 19,087.87	9,4109 752.87 19,574.72
14	Hourly Biweekly Annual	7,3120 584.96 15,209.00	7,4985 598.88 15,596.92	7,6898 615.18 15,994.74	7,8859 630.87 16,402.70	8,0871 646.96 16,821.06	8,2893 663.47 17,250.10	8,5048 680.39 17,690.08	8,7218 697.74 18,141.29	8,9442 715.54 18,604.00	9,1724 733.79 19,078.51	9,4063 752.50 19,565.13	9,6462 771.70 20,084.16
15	Hourly Biweekly Annual	7,4947 599.58 15,589.00	7,6859 614.87 15,986.61	7,8819 630.55 16,394.37	8,0829 646.64 16,812.52	8,2891 663.13 17,241.34	8,5005 680.04 17,681.10	8,7173 697.39 18,132.07	8,9397 715.18 18,594.55	9,1677 733.42 19,068.82	9,4015 752.12 19,555.19	9,6413 771.31 20,053.97	9,8872 790.98 20,565.46
16	Hourly Biweekly Annual	7,6822 614.58 15,979.00	7,8782 630.25 16,386.56	8,0791 646.33 16,804.52	8,2852 662.81 17,233.13	8,4965 679.72 17,672.68	8,7132 697.06 18,123.44	8,9354 714.83 18,585.70	9,1633 733.07 19,059.74	9,3971 751.76 19,545.88	9,6567 770.94 20,044.42	9,8825 790.60 20,555.67	10,1346 810.77 21,079.96
17	Hourly Biweekly Annual	7,8745 629.96 16,379.00	8,0754 646.03 16,796.76	8,2813 662.51 17,225.18	8,4926 679.40 17,664.53	8,7092 696.73 18,115.08	9,8913 714.50 18,577.12	9,1591 732.73 19,050.95	9,3927 751.42 19,536.86	9,6323 770.58 20,035.17	9,8780 790.24 20,546.19	10,1299 810.39 21,070.24	10,3883 831.06 21,607.66
18	Hourly Biweekly Annual	8,0712 645.69 16,788.00	8,2770 662.16 17,216.19	8,4881 679.05 17,655.31	8,7046 696.37 18,105.63	8,9266 714.13 18,567.43	9,1543 732.35 19,041.01	9,3878 751.03 19,526.67	9,6273 770.18 20,024.72	9,8728 789.83 20,535.47	10,1246 809.97 21,059.25	10,3829 830.63 21,596.38	10,6477 851.82 22,147.22
19	Hourly Biweekly Annual	8,2731 661.85 17,208.00	8,4841 678.73 17,646.91	8,7005 696.04 18,097.01	8,9224 713.79 18,022.34	9,1500 732.00 19,031.95	9,3834 750.67 19,517.38	9,6227 769.81 20,015.19	9,8681 789.45 20,525.69	10,1198 809.59 21,049.22	10,3779 830.23 21,566.10	10,6426 851.41 22,136.68	10,9193 871.82 22,712.11
20	Hourly Biweekly Annual	8,4798 678.38 17,638.00	8,6961 695.69 18,087.87	8,9179 713.43 18,549.22	9,1454 731.63 19,022.34	9,3786 750.29 19,507.52	9,6178 769.43 20,005.08	9,8631 789.05 20,515.33	10,1147 809.18 21,038.60	10,3727 829.82 21,575.21	10,6373 850.98 22,125.50	10,9086 872.69 22,689.84	11,1868 894.94 22,701.30
21	Hourly Biweekly Annual	8,6918 695.35 18,079.00	8,9135 713.08 18,540.12	9,1409 731.27 19,013.01	9,3740 749.92 19,497.95	9,6131 768.67 19,995.27	9,8563 788.05 20,505.27	10,1097 808.38 21,028.27	10,3676 829.00 21,554.01	10,6320 829.41 22,114.65	10,9032 850.56 22,667.55	11,1813 871.83 23,257.15	11,4665 894.51 23,850.35
22	Hourly Biweekly Annual	8,9091 712.73 18,531.00	9,1364 730.91 19,003.65	9,3654 749.55 19,488.36	9,6084 768.67 19,975.28	9,8535 788.28 20,495.18	10,1048 807.97 21,017.93	10,3625 828.58 21,543.06	10,6268 849.71 22,092.54	10,8979 871.83 22,103.77	11,1758 893.61 23,233.90	11,4550 916.87 23,826.50	11,7532 939.78 24,434.22
23	Hourly Biweekly Annual	9,1317 730.54 18,994.00	9,3646 749.17 19,478.46	9,6035 768.28 19,975.28	9,8484 787.88 20,484.77	10,0996 807.97 21,007.25	10,3572 828.58 21,543.06	10,6214 849.71 21,554.01	10,8923 871.83 22,092.54	11,1701 893.61 22,656.03	11,4495 915.96 23,222.61	11,7472 939.32 23,814.93	12,0468 963.75 24,432.35
24	Hourly Biweekly Annual	9,3601 748.81 19,469.00	9,5988 767.91 19,965.58	9,8437 807.58 20,474.82	10,0947 828.18 20,957.05	10,3522 849.30 21,532.60	10,6163 870.96 22,081.81	10,8870 893.18 22,645.03	11,1647 915.96 23,222.61	11,4495 939.32 23,814.93	12,0410 963.28 24,432.35	12,3481 987.85 25,045.27	12,3541 988.33 25,696.55

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
25	Hourly Biweekly Annual	9.5942 767.54 19,956.00	9.8389 787.12 20,465.00	10.0899 807.19 20,986.98	10.3472 827.78 21,522.27	10.6112 848.89 22,071.22	10.8818 870.54 22,634.17	11.1594 902.75 23,211.47	11.4440 915.52 23,803.51	11.7359 938.87 24,410.64	12.0352 962.82 25,033.26	12.3422 987.38 25,671.75	12.6570 1,012.56 26,326.54		
26	Hourly Biweekly Annual	9.8341 786.73 20,455.00	10.0850 806.80 20,975.73	10.3422 827.38 21,517.16	10.6060 848.48 22,080.44	10.8765 870.12 22,623.11	11.1559 902.31 23,200.14	11.4384 915.07 23,791.88	11.7302 938.41 24,398.71	12.0293 962.35 25,021.03	12.3362 986.89 25,659.21	12.6508 1,012.06 26,313.68	12.9735 1,037.88 26,984.83	13.3044 1,064.35 27,673.11	
27	Hourly Biweekly Annual	10.0798 806.38 20,966.00	10.3369 826.95 21,500.76	10.6006 848.04 22,049.16	10.8709 869.67 22,611.54	11.1482 891.86 23,188.27	11.4326 914.60 23,779.71	11.7242 937.93 24,386.24	12.0232 961.86 25,008.23	12.3299 986.39 25,646.09	12.6443 1,011.55 26,300.22	12.9668 1,037.35 26,971.04	13.2976 1,063.81 27,658.96	13.6367 1,090.94 28,354.43	
28	Hourly Biweekly Annual	10.3317 826.54 21,490.00	10.5953 847.62 22,038.12	10.8655 869.24 22,600.23	11.1426 891.41 23,176.67	11.4268 914.15 23,767.81	11.7183 937.46 24,374.04	12.0172 961.37 24,995.72	12.3237 985.89 25,633.26	12.6380 1,011.04 26,287.06	12.9604 1,036.83 26,957.54	13.2909 1,063.27 27,645.12	13.6299 1,090.39 28,350.24	13.9776 1,118.21 29,073.34	
29	Hourly Biweekly Annual	10.5899 847.19 22,027.00	10.8600 868.80 22,588.82	11.1370 890.96 23,164.97	11.4211 913.69 23,755.82	11.7124 936.99 24,361.73	12.0111 960.89 24,983.10	12.3175 985.40 25,620.32	12.6316 1,010.53 26,273.79	12.9538 1,036.31 26,943.93	13.2842 1,062.74 27,631.17	13.6230 1,089.84 28,335.93	13.9705 1,117.64 29,058.66	14.3268 1,146.15 29,798.83	
30	Hourly Biweekly Annual	10.8548 868.38 22,578.00	11.1317 890.53 23,153.87	11.4156 913.25 23,744.44	11.7068 936.54 24,350.06	12.0054 960.43 24,971.14	12.3116 984.92 25,608.05	12.6256 1,010.05 26,261.21	12.9476 1,035.81 26,931.03	13.2779 1,062.23 27,617.93	13.6165 1,089.32 28,322.35	13.9638 1,117.11 28,944.74	14.3200 1,145.60 29,785.56	14.6852 1,174.82 30,545.27	
31	Hourly Biweekly Annual	11.1264 890.12 23,143.00	11.4102 912.82 23,733.29	11.7013 936.10 24,338.63	11.9997 959.98 24,959.41	12.3058 984.46 25,596.02	12.6197 1,009.57 26,248.87	12.9415 1,035.32 26,918.38	13.2716 1,061.73 27,604.96	13.6101 1,086.81 28,309.05	13.9573 1,108.81 29,031.10	14.3133 1,116.58 29,771.57	14.6783 1,144.47 30,515.12	15.0527 1,174.27 30,530.92	15.4287 1,204.22 31,309.64
32	Hourly Biweekly Annual	11.4043 912.35 23,721.00	11.6952 935.62 24,326.03	11.9935 959.48 24,946.49	12.2894 983.95 25,582.77	12.6131 1,009.05 26,235.29	12.9348 1,034.79 26,904.44	13.2647 1,061.18 27,580.67	13.6031 1,088.25 28,294.40	13.9500 1,116.00 29,016.07	14.3058 1,144.70 29,756.16	14.3058 1,173.66 30,515.12	15.0449 1,174.27 31,293.44	15.4287 1,234.29 32,091.61	
33	Hourly Biweekly Annual	11.6894 935.15 24,314.00	11.9876 959.01 24,934.15	12.2933 983.47 25,570.12	12.6097 1,008.55 26,229.31	12.9284 1,033.77 26,878.03	13.2562 1,060.14 27,563.59	13.5963 1,087.18 28,266.62	13.9431 1,114.91 28,987.59	14.2988 1,143.34 29,726.95	14.6635 1,172.51 30,485.16	15.0375 1,202.41 31,262.72	15.4210 1,233.68 32,075.74	15.8144 1,265.15 32,893.86	
34	Hourly Biweekly Annual	11.9817 958.54 24,922.00	12.2873 982.99 25,557.66	12.6007 1,008.06 26,209.53	12.9221 1,033.77 26,878.03	13.2517 1,060.14 27,563.59	13.5897 1,086.64 28,252.62	13.9363 1,114.36 28,973.23	14.2918 1,142.78 29,712.22	14.6563 1,171.93 30,470.06	15.0302 1,201.82 31,247.23	15.4135 1,232.47 32,044.22	15.8066 1,264.53 32,877.83	16.2098 1,296.79 33,716.41	
35	Hourly Biweekly Annual	12.2813 982.50 25,545.00	12.5945 1,007.56 26,196.55	12.9157 1,033.26 26,884.72	13.2452 1,059.61 27,549.93	13.5830 1,086.64 28,252.62	14.2779 1,114.36 28,973.23	14.2847 1,142.78 29,712.22	14.6491 1,171.93 30,470.06	15.0227 1,201.82 31,247.23	15.4059 1,232.47 32,044.22	15.7988 1,263.91 32,861.54	16.2018 1,296.14 33,699.71	16.6150 1,329.20 34,559.26	
36	Hourly Biweekly Annual	12.5885 1,007.08 26,184.00	12.9095 1,032.76 26,851.85	13.2388 1,059.11 27,535.73	13.5765 1,086.12 28,239.08	13.9228 1,113.82 28,959.35	14.2779 1,142.23 29,697.99	14.6421 1,171.36 30,455.46	15.0155 1,201.24 31,232.26	15.3985 1,231.88 32,028.87	15.7912 1,231.88 32,845.80	16.1940 1,263.30 33,683.56	16.6071 1,295.52 34,542.70	17.0306 1,328.57 35,423.74	

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
37	Hourly Biweekly Annual	12.9029 1,032.23 26,838.00	13.2230 1,055.56 27,522.53	13.5695 1,085.56 28,224.52	13.9156 1,113.25 28,944.41	14.2705 1,141.64 29,682.67	14.6345 1,170.76 30,439.76	15.0078 1,200.62 31,216.15	15.3906 1,231.24 32,012.35	15.7831 1,262.55 32,828.86	16.1857 1,294.85 33,666.19	16.5985 1,327.88 34,524.88	17.0219 1,361.75 35,405.47
38	Hourly Biweekly Annual	13.2255 1,058.04 27,509.00	13.5628 1,085.02 28,210.64	13.9087 1,112.70 28,930.19	14.2635 1,141.08 29,668.08	14.6273 1,170.18 30,424.79	15.0004 1,200.03 31,200.81	15.3830 1,230.64 31,996.62	15.7753 1,262.03 32,812.72	16.1777 1,294.22 33,649.64	16.5903 1,327.23 34,507.91	17.0135 1,361.08 35,386.07	17.4474 1,395.80 36,290.88
39	Hourly Biweekly Annual	13.5563 1,084.50 28,197.00	13.9020 1,112.16 28,916.19	14.2566 1,140.53 29,653.73	14.6202 1,169.62 30,410.08	14.9931 1,199.45 31,185.72	15.3755 1,230.04 31,981.14	15.7677 1,261.42 32,796.85	16.1699 1,293.59 33,633.37	16.5823 1,326.59 34,491.22	17.0053 1,360.42 35,370.95	17.4474 1,395.12 36,273.12	17.8925 1,431.40 37,216.31
40	Hourly Biweekly Annual	13.8952 1,111.62 28,902.00	14.2496 1,139.97 29,639.17	14.6131 1,169.04 30,355.15	14.9858 1,198.86 31,170.41	15.3680 1,229.44 31,965.44	15.7660 1,260.80 32,780.75	16.1620 1,292.96 33,616.86	16.5742 1,325.93 34,474.29	16.9969 1,359.75 35,353.59	17.4304 1,394.44 36,255.32	17.8750 1,430.00 37,180.05	18.3309 1,466.48 38,128.36
41	Hourly Biweekly Annual	14.2423 1,139.38 29,624.00	14.6056 1,168.45 30,379.58	14.9781 1,198.25 31,154.45	15.3601 1,228.81 31,949.08	15.7519 1,260.15 32,763.97	16.1537 1,292.29 33,599.65	16.5657 1,325.26 34,456.64	16.9882 1,359.06 35,335.49	17.4215 1,393.72 36,236.76	17.8659 1,429.27 37,161.01	18.3216 1,465.72 38,108.84	18.7889 1,503.88 39,100.86
42	Hourly Biweekly Annual	14.5986 1,167.88 30,365.00	14.9709 1,197.67 31,139.49	15.3528 1,228.22 31,933.73	15.7443 1,259.55 32,748.24	16.1459 1,291.67 33,583.51	16.5577 1,324.62 34,440.09	16.9801 1,358.40 35,318.52	17.4132 1,393.05 36,219.36	17.8573 1,428.56 37,143.17	18.3128 1,465.02 38,090.54	18.7798 1,502.39 39,062.08	19.2588 1,540.71 40,058.40
43	Hourly Biweekly Annual	14.9635 1,197.08 31,124.00	15.3451 1,227.61 31,917.85	15.7365 1,258.92 32,731.95	16.1379 1,291.03 33,566.81	16.5495 1,323.96 34,422.96	16.9716 1,357.73 35,300.95	17.4045 1,392.36 36,201.34	17.8484 1,427.87 37,124.69	18.3037 1,464.29 38,071.59	18.7705 1,496.29 39,042.65	19.2493 1,530.94 39,038.47	19.7501 1,580.00 41,080.12
44	Hourly Biweekly Annual	15.3375 1,227.00 31,902.00	15.7287 1,258.30 32,715.69	16.1299 1,290.39 33,550.14	16.5413 1,323.30 34,405.87	16.9550 1,357.05 35,283.42	16.9632 1,391.67 36,183.36	17.3958 1,427.16 37,106.26	17.8395 1,463.56 38,052.69	18.7612 1,500.89 39,023.26	19.2397 1,539.18 40,018.59	19.7304 1,578.43 41,039.30	20.2337 1,618.69 42,086.05
45	Hourly Biweekly Annual	15.7212 1,257.69 32,700.00	16.1221 1,289.77 33,534.05	16.5333 1,322.67 34,389.37	16.9550 1,355.71 35,266.50	17.3875 1,390.29 36,166.01	17.8310 1,426.48 38,015.10	18.7835 1,462.86 38,084.46	18.7552 1,492.86 38,004.54	19.2305 1,538.44 39,994.39	19.7210 1,578.44 40,998.77	20.2240 1,617.92 41,019.62	20.7437 1,659.18 42,065.86
46	Hourly Biweekly Annual	16.1139 1,289.12 33,517.00	16.5249 1,322.00 34,371.88	16.9464 1,355.71 35,248.57	17.3787 1,390.29 36,147.62	17.8219 1,425.05 37,069.61	18.2675 1,461.40 38,015.10	18.7334 1,498.68 38,965.57	18.7427 1,499.41 39,959.42	19.2207 1,535.90 40,978.63	19.7109 1,576.10 42,023.83	20.2137 1,617.10 43,095.59	20.7398 1,659.34 43,116.87
47	Hourly Biweekly Annual	16.5168 1,321.35 34,355.00	16.9381 1,355.05 35,231.26	17.3701 1,389.61 36,129.87	17.8132 1,425.05 37,051.40	18.2675 1,461.40 37,996.43	18.7334 1,498.68 38,965.57	19.2113 1,499.41 39,959.42	19.7013 1,535.90 40,978.63	20.2038 1,576.10 42,023.83	20.7191 1,616.30 43,095.59	21.2475 1,657.53 44,194.89	21.7895 1,699.80 45,322.12
48	Hourly Biweekly Annual	16.9398 1,354.38 35,214.00	17.3616 1,388.93 36,112.17	17.8044 1,424.36 37,033.25	18.2586 1,450.69 37,977.82	18.7243 1,497.94 38,946.48	19.2018 1,536.15 39,939.85	19.6916 1,575.33 40,958.55	20.1939 1,615.51 42,003.24	20.7089 1,656.71 43,074.56	21.2371 1,696.97 44,173.24	21.7768 1,742.30 45,299.92	22.3343 1,786.74 46,455.34

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
49	Hourly Biweekly Annual	17,353.4 1,388.27 36,095.00	17,796.0 1,423.66 37,015.64	18,249.9 1,459.53 37,959.76	18,715.4 1,497.23 38,927.96	19,192.7 1,535.42 39,905.86	19,682.2 1,574.58 40,935.08	20,184.3 1,614.74 41,983.27	20,699.1 1,655.93 43,054.10	21,227.0 1,698.16 44,152.23	21,768.5 1,741.48 45,278.38	22,323.7 1,785.89 46,433.25	22,893.1 1,831.45 47,617.58
50	Hourly Biweekly Annual	17,787.0 1,422.96 36,997.00	18,240.7 1,459.26 37,940.65	18,705.9 1,486.48 38,908.36	19,183.1 1,534.64 39,900.76	19,672.3 1,573.79 40,918.46	20,174.1 1,613.93 41,962.13	20,688.7 1,655.09 43,032.42	21,216.3 1,697.31 44,130.00	21,757.5 1,740.60 45,255.58	22,312.4 1,785.00 46,409.87	22,881.5 1,830.52 47,593.60	23,465.2 1,877.21 48,807.52
51	Hourly Biweekly Annual	18,231.7 1,458.54 37,922.00	18,696.7 1,495.74 38,889.24	19,173.6 1,533.89 39,881.15	19,662.7 1,573.01 40,898.36	20,164.2 1,613.13 41,941.51	20,676.5 1,654.28 43,011.27	21,205.9 1,696.47 44,108.32	21,746.8 1,739.74 45,233.34	22,301.5 1,784.12 46,387.06	22,870.3 1,829.62 47,570.21	23,453.6 1,876.29 48,783.54	24,051.8 1,924.15 50,027.81
52	Hourly Biweekly Annual	18,687.5 1,495.00 38,870.00	19,164.1 1,533.13 39,861.42	19,655.9 1,572.24 40,878.12	20,154.2 1,612.34 41,920.76	20,668.3 1,653.46 42,989.99	21,195.4 1,695.53 44,086.49	21,736.0 1,738.88 45,210.96	22,290.4 1,783.24 46,364.12	22,859.0 1,828.72 47,546.68	23,442.0 1,875.36 48,759.40	24,039.9 1,923.19 50,003.06	24,653.1 1,972.25 51,278.44
53	Hourly Biweekly Annual	19,154.8 1,532.38 39,842.00	19,643.4 1,571.47 40,858.21	20,144.4 1,611.55 41,900.34	20,658.2 1,652.66 42,959.05	21,185.1 1,694.81 44,065.02	21,725.5 1,738.04 45,188.94	22,279.6 1,782.37 46,341.53	22,847.8 1,827.83 47,523.52	23,430.6 1,874.45 48,735.65	24,028.2 1,922.26 49,978.70	24,641.1 1,971.29 51,253.46	25,269.6 2,021.57 52,560.73
54	Hourly Biweekly Annual	19,633.7 1,570.69 40,638.00	20,134.4 1,610.75 41,879.61	20,648.0 1,651.84 42,947.80	21,174.6 1,693.97 44,043.22	21,714.7 1,737.18 45,166.59	21,781.48 1,826.92 46,318.61	22,266.6 1,826.92 47,500.01	22,836.5 1,873.52 48,711.55	23,419.0 1,921.31 49,953.95	24,016.3 1,970.31 51,228.11	24,628.9 1,970.31 52,534.73	25,257.1 2,020.57 53,874.68
55	Hourly Biweekly Annual	20,124.5 1,609.96 41,859.00	20,637.8 1,651.03 42,926.66	21,164.2 1,695.14 44,021.54	21,704.0 1,736.32 45,144.36	22,257.6 1,780.61 46,295.81	22,825.3 1,826.02 47,476.63	23,407.5 1,872.60 48,663.01	24,004.5 1,920.36 49,929.39	24,616.6 1,969.34 51,202.89	25,244.7 2,019.57 52,508.87	24,628.9 2,071.08 53,848.16	25,901.3 2,072.10 55,221.62
56	Hourly Biweekly Annual	20,627.4 1,650.19 42,905.00	21,153.5 1,692.28 43,999.33	21,693.1 1,735.45 45,121.58	22,246.4 1,779.71 46,272.45	22,813.8 1,825.10 47,452.68	23,395.7 1,871.65 48,663.01	23,992.4 1,919.39 49,904.20	24,604.4 1,968.35 51,177.06	24,616.6 1,969.34 52,482.38	25,231.9 2,018.55 53,821.00	25,875.5 2,070.04 55,193.76	26,535.5 2,070.04 56,601.53
57	Hourly Biweekly Annual	21,143.3 1,691.46 43,978.00	21,682.5 1,734.60 45,099.70	22,235.6 1,778.85 46,250.02	22,803.7 1,824.22 47,429.67	23,984.8 1,870.75 48,639.41	24,592.4 1,918.46 49,880.01	25,219.7 1,967.39 51,152.25	25,849.9 2,016.56 52,430.53	26,509.2 2,067.99 53,767.82	26,522.6 2,069.03 55,139.22	27,199.1 2,121.81 56,545.61	27,892.8 2,173.93 56,574.08
58	Hourly Biweekly Annual	21,671.6 1,733.73 45,077.00	22,224.4 1,777.95 46,226.73	22,791.2 1,823.30 47,405.79	23,372.6 1,869.88 48,614.93	23,956.9 1,916.55 49,854.90	24,580.0 1,966.40 51,101.35	25,194.6 2,015.57 52,404.74	25,837.2 2,066.98 53,741.38	26,496.2 2,119.70 55,112.11	27,185.4 2,173.76 56,517.80	27,876.8 2,174.83 57,959.34	28,589.9 2,230.30 57,987.86
59	Hourly Biweekly Annual	22,213.5 1,777.08 46,204.00	22,780.0 1,822.40 47,382.48	23,361.1 1,868.89 48,591.02	24,558.8 1,915.60 50,076.03	25,182.1 2,014.57 51,076.03	25,824.4 2,065.95 52,378.78	26,483.1 2,118.65 53,714.75	27,158.6 2,172.68 55,084.80	27,851.3 2,172.68 56,489.79	28,561.6 2,228.10 57,930.62	29,304.6 2,286.06 59,447.65	29,319.1 2,287.19 60,953.67
60	Hourly Biweekly Annual	22,768.8 1,821.50 47,359.00	23,349.5 1,867.96 49,805.89	23,945.0 1,915.60 49,856.94	24,558.8 1,964.46 51,076.03	25,182.1 2,014.57 52,378.78	25,824.4 2,065.95 53,714.75	26,483.1 2,118.65 55,084.80	27,158.6 2,172.68 56,489.79	27,851.3 2,172.68 57,930.62	28,561.6 2,228.10 59,408.20	29,304.6 2,286.06 60,923.46	30,052.1 2,344.37 62,508.35

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
61 Hourly Biweekly Annual	23,3380 1,867.04 48,543.00	23,9332 1,914.66 51,050.86	24,5437 2,013.58 52,352.96	25,1697 2,064.93 53,688.27	25,8117 2,117.60 55,057.65	26,4700 2,171.61 56,461.95	27,1452 2,227.00 57,902.06	27,8375 2,283.80 59,376.92	28,5476 2,340.92 60,893.43	29,2757 2,401.79 62,446.58	30,0224 2,463.05 64,039.34	30,7881 2,524.65 64,446.58	31,5734 2,589.04 65,672.73
62 Hourly Biweekly Annual	23,9216 1,913.73 49,757.00	24,5318 1,962.54 51,026.10	25,1575 2,012.60 52,327.57	25,7992 2,063.93 53,652.24	26,4572 2,116.58 55,030.95	27,1320 2,170.56 56,434.57	27,8240 2,225.92 57,873.99	28,5337 2,282.70 59,350.12	29,2615 2,340.92 60,863.91	30,0078 2,400.63 62,416.30	30,7732 2,461.86 64,008.29	31,5581 2,524.65 65,640.89	32,3630 2,589.04 67,315.12
63 Hourly Biweekly Annual	24,5197 1,961.58 51,001.00	25,1451 2,011.61 52,301.83	25,7865 2,062.92 53,635.84	26,4442 2,115.53 55,003.88	27,1187 2,169.49 56,406.81	27,8103 2,224.83 57,845.52	28,5197 2,281.57 59,320.93	29,2471 2,339.77 60,833.97	29,9931 2,399.45 62,385.60	30,7561 2,460.65 63,976.80	31,5426 2,523.41 65,608.60	32,3471 2,587.77 67,282.01	33,1722 2,653.77 68,998.10
64 Hourly Biweekly Annual	25,1327 2,010.62 52,276.00	25,7737 2,061.90 53,609.35	26,4311 2,114.49 54,976.71	27,1053 2,168.42 56,378.95	27,7966 2,223.73 57,816.95	28,5056 2,280.45 59,291.63	29,2327 2,338.61 60,803.92	29,9783 2,398.26 62,354.79	30,7429 2,459.43 63,945.21	31,5270 2,522.16 65,576.19	32,3311 2,586.49 67,248.78	33,1558 2,652.46 68,964.03	34,0015 2,720.12 70,723.02
65 Hourly Biweekly Annual	25,7611 2,050.88 53,583.00	26,4181 2,113.45 54,949.69	27,0919 2,167.35 56,351.23	27,7829 2,222.64 57,788.53	28,4916 2,279.33 59,262.48	29,2183 2,337.46 60,774.03	29,9635 2,397.08 62,324.13	30,7278 2,458.22 63,913.77	31,5115 2,520.92 65,543.96	32,3153 2,585.22 67,215.72	33,1395 2,651.16 68,930.13	33,9847 2,718.78 70,686.26	34,8516 2,788.12 72,491.23
66 Hourly Biweekly Annual	26,4048 2,112.38 54,922.00	27,0783 2,166.26 56,322.84	27,7689 2,221.52 57,759.41	28,4772 2,278.18 59,232.62	29,2036 2,336.28 60,743.41	29,9484 2,395.87 62,292.73	30,7123 2,456.98 63,881.57	31,4956 2,519.65 65,510.93	32,2990 2,583.92 67,181.85	33,1228 2,649.82 68,895.40	33,9676 2,717.41 70,652.64	34,8340 2,786.72 72,454.71	35,7225 2,857.80 74,302.74
67 Hourly Biweekly Annual	27,0649 2,165.19 56,295.00	27,7552 2,220.42 57,730.86	28,4631 2,277.05 59,203.34	29,1891 2,335.13 60,713.38	29,9336 2,394.69 62,261.94	30,6971 2,455.97 63,849.99	31,4801 2,518.41 65,478.55	32,2830 2,582.64 67,148.65	33,1064 2,648.51 68,861.34	33,9508 2,716.07 70,617.72	34,8168 2,783.95 72,418.89	35,7048 2,856.38 74,266.01	36,6155 2,929.24 76,160.24
68 Hourly Biweekly Annual	27,7413 2,219.31 57,702.00	28,4489 2,275.91 59,173.75	29,1745 2,333.96 60,683.03	29,9187 2,393.49 62,230.81	30,6818 2,454.54 63,818.07	31,4643 2,517.15 65,445.82	32,2669 2,581.35 67,115.08	33,0899 2,647.19 68,826.92	33,9339 2,714.71 70,582.41	34,7994 2,783.95 72,382.69	35,6870 2,854.96 74,228.88	36,5972 2,927.78 76,122.16	37,5306 3,002.45 78,063.74
69 Hourly Biweekly Annual	28,4551 2,274.81 59,145.00	29,1604 2,332.83 60,653.55	29,9041 2,392.33 62,200.58	30,6698 2,453.35 63,787.07	31,4490 2,514.02 65,414.02	32,2512 2,580.10 67,082.47	33,0758 2,645.90 68,793.48	33,9174 2,713.39 70,548.13	34,7825 2,782.30 72,347.53	35,6696 2,848.51 74,192.82	36,5784 2,925.37 76,095.18	37,5124 2,985.53 77,987.80	38,4692 3,000.99 78,025.81
70 Hourly Biweekly Annual	29,1462 2,331.69 60,624.00	29,8896 2,391.16 62,170.28	30,6519 2,452.15 63,755.99	31,4337 2,514.70 65,382.15	32,2355 2,578.84 67,049.79	33,0577 2,644.61 68,759.96	33,9008 2,712.07 70,513.75	34,7480 2,781.24 72,312.28	35,6343 2,850.74 74,156.67	36,5522 2,852.18 76,048.11	36,5616 2,924.93 76,048.11	37,4753 2,923.46 77,948.56	38,4505 2,998.02 79,948.56
71 Hourly Biweekly Annual	29,8745 2,389.96 62,139.00	30,6365 2,450.92 63,723.92	31,4179 2,513.43 65,349.26	32,2193 2,577.54 67,016.06	33,0410 2,643.28 68,725.37	33,9008 2,710.70 70,478.28	34,7480 2,779.84 72,275.90	35,6343 2,850.74 74,119.37	36,5522 2,852.18 76,009.86	36,5432 2,924.93 77,948.56	37,4753 2,998.02 79,948.56	38,4311 3,074.49 80,995.72	39,4113 3,152.91 81,975.56
72 Hourly Biweekly Annual	30,6216 2,449.73 63,693.00	31,4027 2,512.21 65,317.55	32,2036 2,576.29 66,983.54	33,0250 2,642.00 68,692.03	34,6873 2,709.39 70,444.08	34,7312 2,778.49 72,240.83	35,6170 2,849.36 74,083.41	36,5255 2,922.04 75,972.98	37,4571 2,996.57 77,910.74	38,4125 3,073.00 79,897.94	39,3922 3,151.38 81,935.81	40,3970 3,231.76 84,025.67	41,4273 3,314.19 86,168.83

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
73 Hourly Biweekly Annual	31,387.00	32,187.60	33,008.60	33,850.60	34,713.90	35,599.30	36,507.30	37,438.40	38,393.30	39,372.60	40,376.80	41,406.70	42,462.80
74 Hourly Biweekly Annual	32,171.60	32,992.20	33,833.70	34,696.70	35,581.60	36,489.2	37,419.90	38,374.3	39,353.1	40,356.80	41,386.2	42,441.8	43,524.3
75 Hourly Biweekly Annual	32,976.00	33,817.00	34,679.60	35,564.1	36,471.2	37,401.5	38,355.4	39,333.7	40,337.0	41,355.8	42,420.9	43,502.9	44,612.4
76 Hourly Biweekly Annual	33,805.00	34,662.60	35,545.67	36,453.4	37,383.1	38,336.6	39,314.4	40,317.2	41,345.5	42,400.1	43,481.5	44,590.6	45,727.9
77 Hourly Biweekly Annual	34,645.70	35,529.3	36,435.6	37,364.9	38,317.9	39,295.2	40,297.5	41,325.3	42,379.4	43,460.3	44,568.8	45,705.6	46,871.4
78 Hourly Biweekly Annual	35,511.15	36,417.73	37,346.2	38,298.7	39,275.6	40,277.3	41,304.6	42,358.1	43,438.6	44,546.5	45,682.7	46,847.9	48,042.8
79 Hourly Biweekly Annual	36,399.50	37,327.79	38,280.60	39,256.64	40,257.7	41,284.5	42,337.5	43,417.3	44,524.7	45,660.4	46,825.0	48,019.3	49,244.1
80 Hourly Biweekly Annual	37,309.1	38,260.7	39,236.6	40,237.4	41,263.7	42,316.2	43,395.5	44,502.3	45,637.4	46,801.4	47,995.1	49,219.3	50,474.7
81 Hourly Biweekly Annual	38,242.3	39,217.77	40,218.0	41,243.8	42,295.8	43,374.6	44,440.9	45,615.4	46,778.9	47,972.0	49,195.6	50,450.4	51,737.2
82 Hourly Biweekly Annual	39,198.1	40,197.9	41,122.31	42,274.6	43,352.8	44,456.6	45,592.6	46,755.4	47,948.0	49,171.0	50,425.1	51,711.2	53,030.2
83 Hourly Biweekly Annual	40,177.9	41,202.7	42,255.6	43,331.3	44,436.5	45,569.9	46,732.2	47,924.2	49,146.5	50,400.0	51,685.5	53,003.8	54,355.8
84 Hourly Biweekly Annual	41,182.7	42,233.1	43,310.3	44,415.0	45,547.8	46,709.6	47,900.9	48,122.7	50,375.6	51,660.5	52,978.2	54,329.4	55,715.1

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
85	Hourly Biweekly Annual	42,212.00 3,376.96 90,040.45	43,288.7 3,463.09 92,337.02	44,392.8 3,551.42 94,682.17	45,525.1 3,642.01 97,107.39	46,686.2 3,734.90 99,584.21	47,877.0 3,830.16 102,124.21	49,098.2 3,927.85 104,728.99	50,350.5 4,028.04 107,400.20	51,634.7 4,130.78 110,139.55	52,951.7 4,235.14 112,948.77	54,302.3 4,344.18 115,829.64	55,687.3 4,454.99 118,784.00
86	Hourly Biweekly Annual	43,267.3 3,461.38 89,996.00	44,370.9 3,549.67 92,291.44	45,502.6 3,640.21 94,645.42	46,663.2 3,733.06 97,059.45	47,853.4 3,828.27 99,535.05	49,073.9 3,925.91 102,073.79	50,325.6 4,026.05 104,677.28	51,609.2 4,128.74 107,347.18	52,925.6 4,234.05 110,085.18	54,275.5 4,342.04 112,893.01	55,659.8 4,452.79 115,772.46	57,079.5 4,566.36 118,725.35
87	Hourly Biweekly Annual	44,349.0 3,547.92 92,246.00	45,480.2 3,638.42 94,598.83	46,640.2 3,731.22 97,011.66	47,829.8 3,826.39 99,466.04	49,049.8 3,923.98 102,023.53	50,300.8 4,024.07 104,625.75	51,563.8 4,126.71 107,294.33	52,899.5 4,231.96 110,030.98	54,246.8 4,339.90 112,837.43	55,632.4 4,450.59 115,715.46	57,051.4 4,564.11 118,666.90	58,506.5 4,680.52 121,693.62
88	Hourly Biweekly Annual	45,457.7 3,636.62 96,963.64	46,617.1 3,729.37 99,436.80	47,806.2 3,824.49 101,973.03	49,025.5 3,922.04 104,573.96	50,275.9 4,022.08 107,241.22	51,556.3 4,124.66 109,976.52	52,873.3 4,229.87 112,781.58	54,221.9 4,337.75 115,658.18	55,604.9 4,448.39 118,608.16	57,023.2 4,561.85 121,633.38	58,477.6 4,678.21 124,735.76	59,969.1 4,797.53 127,917.27
89	Hourly Biweekly Annual	46,594.2 3,727.54 96,916.00	47,782.7 3,822.61 101,922.93	49,001.4 3,920.11 104,522.57	50,251.2 4,020.10 107,188.53	51,532.9 4,122.64 109,922.48	52,847.3 4,227.79 112,726.16	54,195.3 4,335.62 115,601.35	55,577.6 4,446.21 118,549.88	56,995.1 4,559.61 121,573.62	58,448.9 4,675.91 124,674.47	59,939.7 4,795.17 127,854.42	61,468.5 4,917.48 131,115.47
90	Hourly Biweekly Annual	47,759.1 3,820.73 99,339.00	48,977.3 3,918.18 101,872.74	50,226.5 4,018.12 104,471.11	51,507.6 4,120.61 107,135.75	52,821.3 4,225.71 109,968.35	54,168.6 4,333.49 112,670.65	55,550.2 4,444.02 115,544.43	56,967.1 4,557.37 118,491.51	58,420.1 4,673.61 121,513.75	59,910.1 4,792.81 124,613.08	61,438.2 4,915.06 127,791.46	63,005.2 5,040.42 131,050.91
91	Hourly Biweekly Annual	48,952.9 3,916.23 101,822.00	50,201.5 4,016.12 104,419.07	51,481.9 4,116.55 107,082.38	52,795.0 4,223.60 109,813.63	54,141.6 4,331.33 112,614.53	55,522.5 4,441.80 115,486.88	56,938.7 4,555.10 118,432.49	58,391.0 4,671.28 121,453.23	59,880.3 4,798.08 124,551.01	61,407.6 4,910.42 127,727.81	62,973.9 4,912.61 130,985.64	64,612.3 5,042.90 134,393.50
92	Hourly Biweekly Annual	50,176.9 4,014.15 104,358.00	51,456.7 4,116.54 107,030.01	52,769.2 4,221.54 109,759.92	54,115.1 4,329.21 112,559.45	55,495.4 4,437.43 115,373.22	56,910.8 4,552.87 118,374.56	58,362.4 4,668.99 121,393.82	59,851.0 4,788.08 124,490.10	61,377.6 4,907.71 127,665.34	62,943.1 5,032.95 130,921.57	64,548.5 5,163.88 134,260.86	66,194.9 5,295.59 137,685.32
93	Hourly Biweekly Annual	51,431.3 4,114.50 106,977.00	52,743.1 4,219.44 108,705.56	54,088.3 4,327.07 112,503.71	55,467.9 4,437.43 115,315.93	56,882.7 4,550.61 118,315.93	58,335.3 4,666.68 121,333.70	59,821.4 4,785.71 124,425.44	61,347.2 4,907.71 127,602.11	62,911.9 4,910.21 130,856.73	64,516.5 5,035.45 134,194.36	66,142.1 5,161.32 137,617.12	67,849.6 5,298.18 141,127.18
94	Hourly Biweekly Annual	52,717.3 4,217.38 109,652.00	54,061.9 4,324.95 112,448.78	55,406.8 4,435.27 115,316.90	56,854.9 4,564.40 118,258.18	58,276.1 4,682.09 121,274.47	59,792.2 4,783.37 124,367.70	61,317.2 4,905.38 127,539.82	62,881.2 5,028.00 130,792.85	64,485.0 5,156.24 134,082.31	66,129.8 5,158.80 137,549.94	67,816.5 5,290.38 137,481.70	69,546.2 5,363.70 141,056.28
95	Hourly Biweekly Annual	54,035.1 4,322.81 112,353.00	55,413.3 4,433.07 115,259.70	56,826.7 4,454.13 118,199.51	58,276.1 4,682.09 121,214.31	59,762.5 4,781.00 124,306.00	61,286.8 4,902.94 127,476.55	62,850.0 5,028.00 130,727.95	64,453.0 5,156.24 134,082.31	66,097.0 5,287.76 137,481.70	67,782.8 5,422.63 140,988.31	69,511.7 5,560.94 144,584.36	71,284.7 5,633.70 148,345.72
96	Hourly Biweekly Annual	55,386.1 4,450.88 115,203.00	56,798.7 4,543.90 116,141.37	58,247.4 4,659.80 121,154.68	59,733.1 4,778.65 124,244.85	61,256.7 4,900.53 127,413.84	62,819.1 5,025.53 130,663.66	64,421.3 5,153.71 133,996.37	66,064.5 5,285.16 137,414.08	67,749.5 5,419.96 140,918.96	69,477.5 5,569.97 144,513.24	71,249.6 5,680.52 148,199.20	73,066.9 5,845.35 151,979.16

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
97	Hourly Biweekly Annual	56,7707 4,541.65 118,083.00	58,2187 4,657.49 124,183.47	59,7036 4,776.29 127,350.89	61,2264 4,888.11 130,589.11	62,7880 5,023.04 133,930.17	64,3895 5,151.16 137,346.19	66,0318 5,282.55 140,849.34	67,7160 5,417.28 144,441.84	69,4432 5,555.46 148,125.98	71,2144 5,697.15 151,904.08	73,0308 5,842.46 155,778.54	74,8935 5,991.48 159,751.83		
98	Hourly Biweekly Annual	58,1899 4,695.19 121,035.00	59,6741 4,773.93 124,122.12	61,1961 5,020.56 127,287.95	62,7570 5,148.62 130,584.58	64,3577 5,279.94 133,864.00	65,9992 5,414.61 137,278.33	67,6826 5,552.71 140,779.76	69,4089 5,694.34 144,370.48	71,1792 5,839.58 148,052.80	72,9947 5,988.52 151,829.03	74,8565 6,141.27 155,701.58	76,7658 6,141.27 159,672.91	78,7238 6,297.90 163,745.53	
99	Hourly Biweekly Annual	59,6447 4,771.58 124,061.00	61,1660 4,893.28 127,225.30	62,7261 5,018.09 130,470.31	64,3260 5,146.08 133,798.08	65,9667 5,277.34 137,210.74	67,6492 5,411.94 140,710.44	69,3747 5,549.98 144,299.40	71,1442 5,691.53 147,979.90	72,9588 5,836.70 151,754.27	74,8197 5,985.57 155,624.92	76,7280 6,138.24 159,594.28	78,6850 6,294.80 163,664.90	80,6920 6,455.36 167,839.33	
100	Hourly Biweekly Annual	61,1356 4,890.85 127,162.00	62,6949 5,015.59 130,405.39	64,2940 5,143.52 133,731.51	66,9399 5,274.71 137,142.47	67,6156 5,409.25 140,640.43	69,3402 5,547.22 144,227.60	71,1088 5,688.70 147,906.27	72,9225 5,833.80 151,678.77	74,7824 5,982.60 155,547.49	76,6898 6,135.19 159,514.88	78,6459 6,291.67 163,583.47	80,6518 6,452.15 167,755.83	82,7089 6,616.72 172,034.61	
101	Hourly Biweekly Annual	62,6639 5,013.12 130,341.00	64,2822 5,140.98 133,685.48	65,9013 5,272.11 137,074.75	67,5822 5,406.58 140,570.98	69,3060 5,544.48 144,156.38	71,0737 5,685.89 147,833.23	72,8865 5,830.92 151,603.87	74,7455 5,979.64 155,470.68	76,6520 6,132.16 159,436.11	78,5686 6,285.48 163,422.60	80,5725 6,445.30 167,590.85	82,6276 6,610.21 171,865.42	84,7766 6,782.13 171,949.66	86,8964 6,951.71 180,744.43
102	Hourly Biweekly Annual	64,2308 5,138.46 133,600.00	65,8690 5,289.52 137,007.60	67,5491 5,403.93 140,502.12	69,2720 5,541.76 144,085.76	71,0389 5,683.11 147,750.82	72,8508 5,828.06 151,529.60	74,7089 5,976.71 155,394.52	76,6144 6,129.15 159,358.01	78,5586 6,285.48 163,422.60	80,5725 6,445.30 167,590.85	82,6276 6,610.21 171,865.42	84,7351 6,778.81 176,248.02	86,8964 6,951.71 180,744.43	
103	Hourly Biweekly Annual	65,8365 5,266.92 136,940.00	67,5158 5,401.26 140,432.79	69,2378 5,539.03 144,014.67	71,0038 5,680.30 147,687.91	72,8148 5,822.29 151,379.57	74,6720 5,970.79 155,240.65	76,5766 6,123.09 159,279.38	78,5298 6,279.26 163,341.96	80,5326 6,428.38 167,508.16	82,5458 6,493.42 171,695.25	84,6512 6,603.66 176,074.51	86,8535 6,775.46 180,565.47	88,0688 6,946.28 185,170.97	90,0245 7,121.96 189,893.94
104	Hourly Biweekly Annual	67,4822 5,398.58 140,363.00	69,2034 5,536.27 143,943.10	70,9685 5,677.48 147,614.51	72,7786 5,822.29 151,379.57	74,6849 5,970.79 155,200.22	76,5386 6,123.09 163,260.78	78,4908 6,279.26 167,424.91	80,4927 6,439.42 171,695.25	82,5458 6,603.66 176,074.51	84,6512 6,772.10 171,780.62	86,8103 6,944.83 176,162.06	88,0245 7,121.96 180,565.25	91,2952 7,303.61 185,263.04	
105	Hourly Biweekly Annual	69,1692 5,533.54 143,872.00	70,8935 5,674.68 147,541.60	72,7427 5,819.42 151,304.80	74,5981 5,967.85 155,163.98	76,5008 6,120.06 159,121.59	78,4520 6,276.16 163,180.14	80,4530 6,436.24 167,342.22	82,5050 6,600.40 171,610.45	84,6094 6,768.75 175,987.54	86,7674 6,941.40 180,476.28	88,9085 7,114.94 185,079.51	91,2501 7,300.01 189,800.15	93,5775 7,486.20 194,641.19	
106	Hourly Biweekly Annual	70,8986 5,671.88 147,465.00	72,7069 5,816.55 151,230.34	74,5614 5,964.91 155,087.63	76,4631 6,114.04 159,043.29	78,4134 6,273.07 163,019.67	80,4134 6,433.07 167,259.87	82,4644 6,597.15 171,526.00	84,5678 6,765.42 175,900.95	86,7247 6,937.98 180,387.48	88,9367 7,114.94 184,898.44	91,1603 7,292.83 189,705.75	93,5314 7,482.52 194,445.41	95,9171 7,673.36 199,507.49	
107	Hourly Biweekly Annual	72,6712 5,813.69 151,156.00	74,5247 5,961.98 155,011.38	76,4255 6,114.04 158,965.11	78,3748 6,269.99 163,019.67	80,3739 6,429.31 167,177.65	82,4239 6,593.91 171,441.68	84,5678 6,762.10 175,814.47	86,6262 6,934.57 180,298.80	88,8930 7,111.44 184,897.50	91,1603 7,292.83 189,613.49	93,4855 7,478.84 194,445.41	95,8599 7,669.59 199,499.41	98,3152 7,865.21 204,495.55	
108	Hourly Biweekly Annual	74,4880 5,959.04 154,935.00	76,3679 6,111.03 158,886.77	78,3362 6,266.90 162,939.34	80,3343 6,426.74 167,095.27	82,3833 6,590.66 171,357.20	84,4845 6,758.76 175,727.84	86,6394 6,931.15 180,209.95	88,8492 7,107.94 184,806.59	91,1154 7,289.23 189,520.06	93,4394 7,475.15 194,353.96	95,8227 7,665.81 199,311.15	98,2667 7,861.34 204,394.78	100,7731 8,061.85 209,608.07	

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

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	
109	Hourly Biweekly Annual	76,3500 6,108.00 158,808.00	78,2974 6,263.79 162,856.56	80,2944 6,423.55 167,012.43	82,3424 6,587.39 171,272.25	84,4427 6,755.41 175,640.72	86,5964 6,927.72 180,120.61	88,8052 7,104.41 184,714.76	91,0702 7,285.62 189,426.10	93,3931 7,471.45 194,257.60	95,7752 7,652.01 199,212.34	98,2180 7,857.44 204,293.45	100,7232 8,054.15 209,504.15	103,2922 8,263.38 214,847.77
110	Hourly Biweekly Annual	78,2587 6,260.69 162,778.00	80,2547 6,420.38 166,929.82	82,3017 6,584.14 171,187.53	84,4099 6,752.07 175,553.84	86,5536 6,924.29 180,031.51	88,7612 7,100.90 184,623.40	91,0252 7,282.02 189,332.40	93,3469 7,467.75 194,161.51	95,7278 7,656.22 199,113.80	98,1694 7,853.55 204,192.39	100,6733 8,053.87 209,400.52	103,2411 8,259.29 214,741.49	105,8744 8,469.95 220,218.69
111	Hourly Biweekly Annual	80,2154 6,417.23 166,848.00	82,2614 6,580.91 171,103.63	84,3595 6,748.76 175,467.79	86,5112 6,920.90 179,943.28	88,7177 7,097.42 184,532.91	90,9806 7,278.45 189,239.61	93,3011 7,464.09 194,066.35	95,6809 7,654.47 199,016.21	96,1213 7,849.70 204,092.31	100,5240 8,049.92 209,297.89	103,1905 8,255.24 214,636.24	105,8225 8,465.80 220,110.76	108,5216 8,681.73 225,724.90
112	Hourly Biweekly Annual	82,2207 6,577.65 171,019.00	84,3178 6,745.42 175,381.01	86,4684 6,917.47 179,854.28	88,6739 7,093.91 184,441.64	90,9356 7,274.85 189,146.01	93,2550 7,460.40 193,970.37	95,6335 7,650.68 198,917.78	98,0728 7,845.82 203,991.37	100,5742 8,045.94 209,194.38	103,1395 8,251.16 214,550.09	105,7701 8,461.61 220,001.89	108,4679 8,677.43 225,613.26	111,2345 8,898.76 231,367.75
113	Hourly Biweekly Annual	84,2764 6,742.12 175,295.00	86,4260 6,914.08 179,766.07	88,6304 7,050.43 184,351.19	90,8910 7,271.28 189,053.25	93,2093 7,456.74 193,875.24	95,5866 7,646.93 198,820.22	98,0247 7,841.97 203,891.33	100,5249 8,041.99 209,091.78	103,0889 8,247.11 214,424.88	105,7183 8,457.46 219,894.00	108,4147 8,673.18 225,502.62	111,1799 8,894.40 231,254.29	114,0157 9,121.26 237,152.66
114	Hourly Biweekly Annual	86,3832 6,910.65 179,677.00	88,5865 7,086.92 184,259.84	90,8459 7,267.68 188,959.57	93,1631 7,453.05 193,779.18	95,5393 7,643.14 198,721.71	97,9761 7,838.09 203,790.30	100,4751 8,038.01 208,988.18	103,0378 8,243.02 214,318.63	105,6659 8,453.27 219,785.04	108,3610 8,668.88 225,390.88	111,1249 8,889.99 231,139.70	113,9592 9,116.74 237,035.15	116,8658 9,349.27 243,036.97
115	Hourly Biweekly Annual	88,5428 7,083.42 184,169.00	90,8012 7,264.09 188,866.41	93,1171 7,449.37 193,683.54	95,4922 7,639.37 198,623.74	97,9278 7,834.22 203,689.83	100,4256 8,034.04 208,885.15	102,9870 8,238.96 214,212.97	105,6138 8,449.10 219,676.69	108,3076 8,664.61 225,279.76	111,0701 8,885.61 231,025.75	113,9030 9,112.24 236,918.29	116,8082 9,344.66 242,961.13	119,7875 9,583.00 249,158.09
116	Hourly Biweekly Annual	90,7563 7,260.50 188,773.00	93,0711 7,445.69 193,587.84	95,4449 7,635.60 198,525.50	97,8794 7,830.35 203,589.09	100,3759 8,030.07 208,781.83	102,9361 8,234.89 214,107.02	105,5616 8,444.92 219,568.03	108,2540 8,660.32 225,168.34	111,0151 8,881.21 230,911.48	113,8467 9,107.73 236,801.11	116,7505 9,340.04 242,840.96	119,7283 9,578.26 249,034.86	122,7821 9,822.57 255,385.74

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**CITY COUNCIL AGENDA  
REPORT OF DIRECTORS**

**TO:** **CITY COUNCIL**  
**FROM:** **Alex Diaz, Chief of Police**  
**PREPARED BY:** **Robert Fisher, Administrative Sergeant**  
**MEETING DATE:** **February 23, 2016**  
**SUBJECT:** **Animal Control Services Update**

**COMMITTEE RECOMMENDATION:** Ad Hoc Committee

**RECOMMENDATION:**

It is recommended that this matter be brought forth to an Ad Hoc Committee for further evaluation.

**JUSTIFICATION:**

Review of Animal Control Services to evaluate alternative options due to the continual increase in contractual services.

**BACKGROUND:**

The City of Beaumont has provided Animal Control Field Services for the City of Banning since July 1, 2010.

During Fiscal Year 2006-2007, the City of Banning contracted with California Animal Care and the San Gorgonio Animal Care agencies, at a budget of \$139,314.00. The agencies provided all matter of animal care and maintenance at the Banning Shelter.

During Fiscal Year 2008, the City of Banning contracted Animal Control Services with the County of Riverside (Community Health Agency), at a budget of \$262,295.00.

In June of 2010, the Banning Shelter sustained major damage due to ongoing rainstorms. The shelter was permanently closed. Subsequently, during Fiscal Year 2010-2011 the City of Beaumont was awarded the Animal Control Services contract at a rate of \$30 per call.

## **OPTIONS:**

1. The City Council can choose to completely renovate the Banning facility which would potentially cost onward up to \$1,110,462 + \$29,200 (to oversee recommendations of the assessment report) + \$200,000 (necessary equipment for animal shelter); for a total of \$1,339,662. The City Council can choose to wait to install new fencing and irrigation/landscaping for the property which would cost \$710,462 + \$29,200 (oversee recommendations of the assessment report) + \$200,000 (equipment for animal shelter); for a total of \$939,662.

The estimated annual cost for City of Banning animal shelter to provide animal control services would include salaries and benefits at \$249,454.00.

Other services to include: Veterinary service, machinery maintenance, vehicle maintenance, IT Support Services, office equipment, subscriptions & memberships, special contractual services at an approximate annual amount of \$90,232 (i.e. animal traps, pest control, reptile care, livestock removal, care and custody of large animals, small mammals, contract personnel to coordinate animal control services as needed, assistance with animal adoptions, animal ordinance preparation, chemical capture, fundraising plans, Horse Care and Abuse Investigation services, Humane Education, Investigations, recordkeeping, sanitation and disease control in the shelter environment, strategic planning and volunteer management.

Costs are estimated as follows:

- \$1,500 Chemical & Lab Supplies
- \$750 Office Supplies
- \$18,000 Medical Supplies
- \$500 Weapons & Ammunitions
- \$750 Uniforms & Safety Clothing
- \$1000 Janitorial Supplies
- \$300 Small tools & equipment
- \$4,500 Food
- \$5,500 Special departmental supplies

For a total of \$32,800.

- The estimate for the first year budget (FY 2015-2016) would be \$372,486.

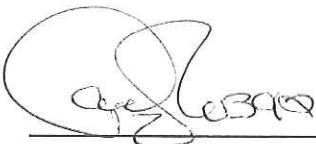
2. The City Council can also choose to have the Banning Animal Shelter remain closed and contract for Animal Control and Shelter Services with the Riverside County Department of Animal Services at an annual approximate budget of \$382,000 (which would move shelter services to the City of San Jacinto).
3. The City Council can also choose to have the Banning Animal Shelter remain closed and contract for animal control and shelter services with the City of

Beaumont. The contract is billed on a per-call basis, and initially it entailed a cost of \$30 per-call. In April 2012, the fee increased to \$50 per-call. On July 1, 2015, the fee increased from \$50 to \$75 per-call. FY15 was budgeted for \$165,000 with total funds committed at \$90,700.83. Our current contract is on a per-call basis; the FY16 budget for animal control is \$156,700 with \$39,448.66 committed and a remaining balance of \$117,251.34. At that time present time, the City of Beaumont has billed through August 2015.

**FISCAL IMPACT:** None at this time.

**ATTACHMENTS:** Exhibit "A" - PowerPoint submitted electronically to City Clerk's office; hard copy attached hereto.

Prepared and reviewed by:



Alex Diaz  
Police Chief

Approved by:



Michael Rock  
City Manager

Prepared by:



Robert Fisher  
Administrative Sergeant

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## Exhibit “A”



# Animal Control

Presented by:

Administrative Sergeant

Robert Fisher



### Background:

During Fiscal Year 2006-2007, the City of Banning contracted with California Animal Care and the San Gorgonio Animal Care agencies, at a budget of \$139,314.00. The agencies provided all matter of animal care and maintenance at the Banning Shelter.

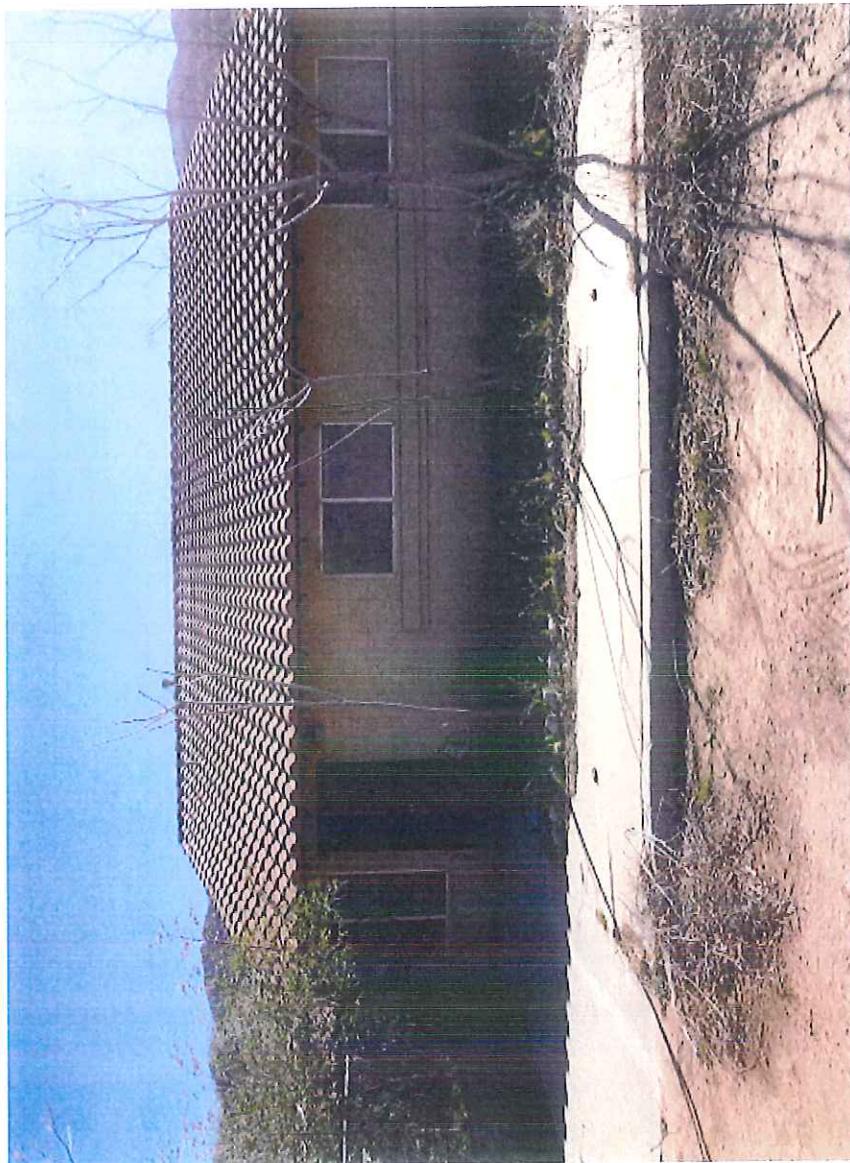




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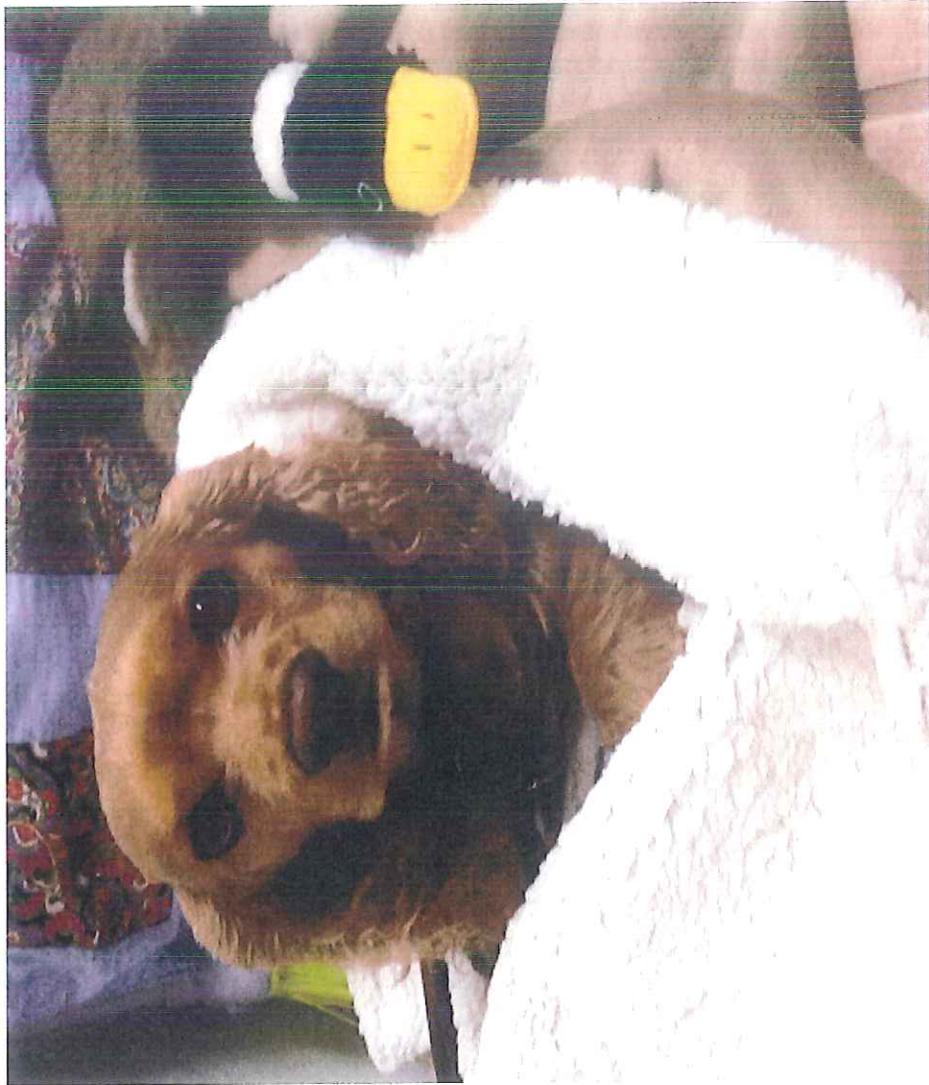


In June of 2010,  
the Banning  
Shelter  
sustained major  
damage due to  
ongoing  
rainstorms. The  
shelter was  
permanently  
closed



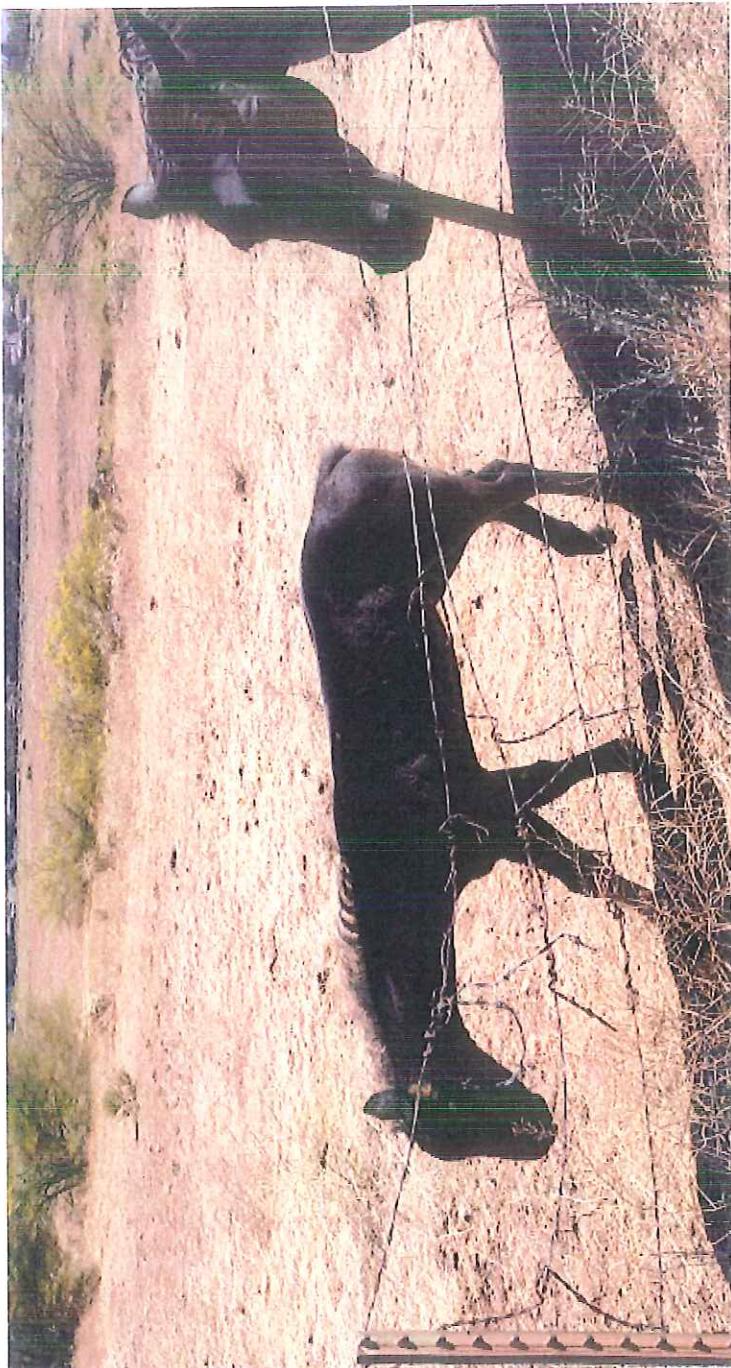


Subsequently, during Fiscal Year 2010-2011 the City of Beaumont was awarded the Animal Control Services contract at a rate of \$30 per call.



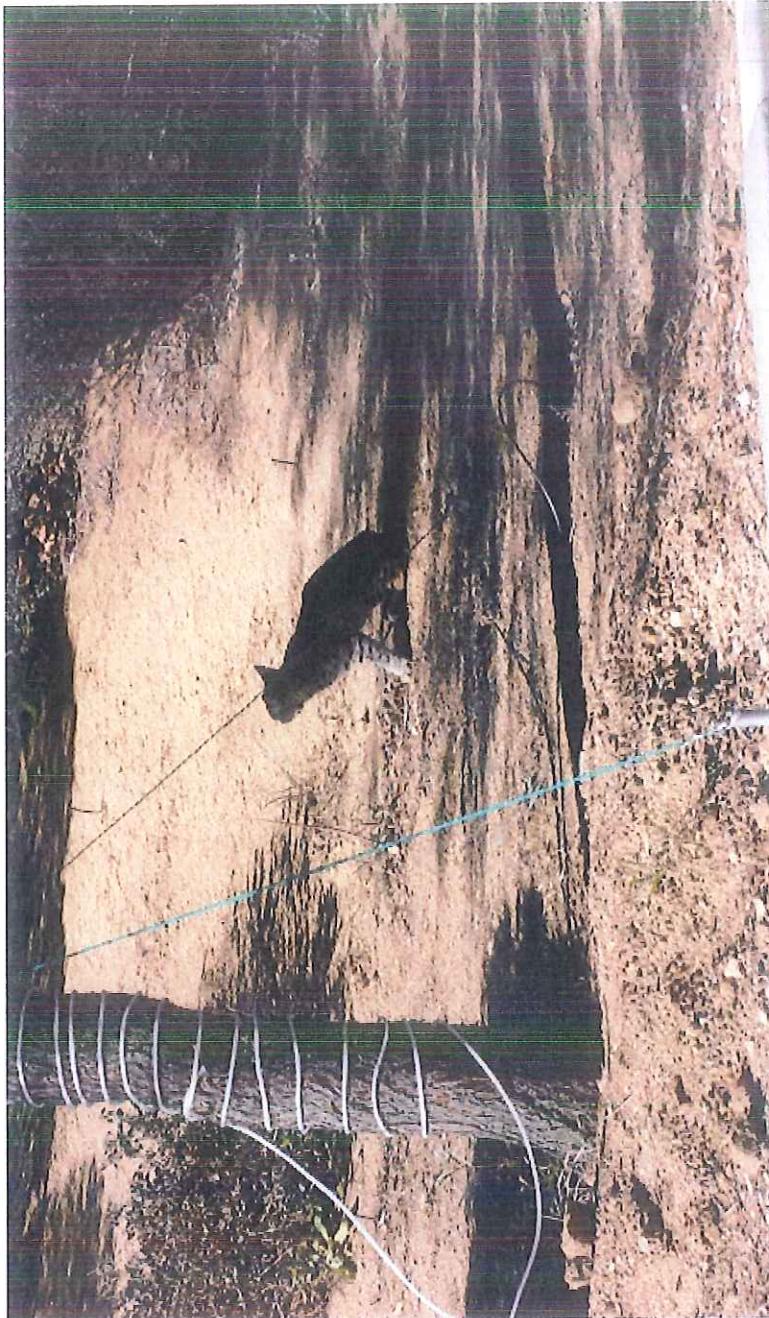
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Currently Beaumont will respond  
during normal business hours for  
animal call out





After hours calls are the responsibility  
of the Banning Police Department



During 2015 Officers responded to 289 animal related calls for service.



These calls averaged approximately  
30 minutes each



These calls included dogs rescues



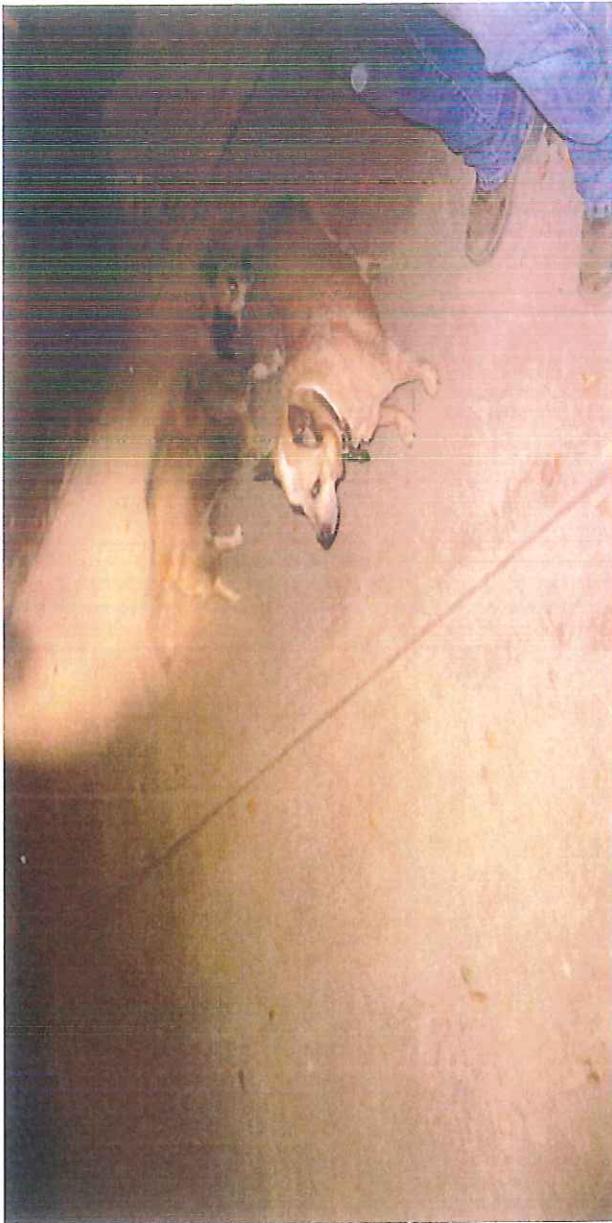
Cats rescues



Vehicle collisions



Animal cruelty  
investigations



- During 2015 Banning Police Officers responded to 104 animal noise complaints





- The City Council can choose to completely renovate the Banning facility which would potentially cost onward up to \$1,110,462 + \$29,200 (to oversee recommendations of the assessment report) + \$200,000 (necessary equipment for animal shelter); for a total of \$1,339,662. The City Council can choose to wait to install new fencing and irrigation/landscaping for the property which would cost \$710,462 + \$29,200 (oversee recommendations of the assessment report) + \$200,000 (equipment for animal shelter); for a total of \$939,662



- The City Council can also choose to have the Banning Animal Shelter remain closed and contract for Animal Control and Shelter Services with the Riverside County Department of Animal Services at an annual approximate budget of \$382,000 (which would move shelter services to the City of San Jacinto).



- The City Council can also choose to have the Banning Animal Shelter remain closed and contract for animal control and shelter services with the City of Beaumont.





- **STAFF RECOMMENDATION:** Ad Hoc Committee

